

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAGES

1

2

2. AMENDMENT/MODIFICATION NO.  
M001

3. EFFECTIVE DATE  
09-12-2011

4. REQUISITION/PURCHASE REQ. NO.  
ADM-11-441, ADM-12-011,  
ADM-12-085

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE 3100

7. ADMINISTERED BY (If other than Item 6) CODE 3100

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Attn: James Leedom  
Mail Stop: TWB-01-B10M  
Washington, DC 20555

U.S. Nuclear Regulatory Commission  
Div. of Contracts  
Mail Stop: TWB-01-B10M  
Washington, DC 20555

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

KLEANE KARE TEAM, INC., THE

400 COMMERCE RD

RICHMOND VA 232245412

CODE 093381171

FACILITY CODE

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.  
NRC-HQ-11-C-10-0064  
Modification No. 1

10B. DATED (SEE ITEM 13)

09-12-2011

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) This Modification Does Not Obligate Funding  
DUNS# 093381171 FFS# N/A  
NAICS: 238990 PSC: M111

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority) 52.212-4, 52.217-9 and 52.232-18

X

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is:

1. Exercise Option Period #1 of the contract.
2. Increase the contract ceiling.
3. Confirm the profit and overhead rate for reimbursable services.
4. Replace the Performance Work Statement (PWS) in its entirety with the attached PWS. All changes are in bold type.
5. Replace the Parking Procedures in their entirety with the attached Parking Procedures.
6. Add Alternate Project Officers to the contract.

See the attached pages for details.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Stephen Pool  
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY  (Signature of Contracting Officer)

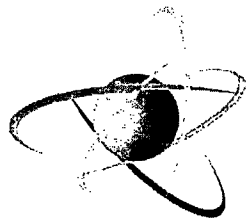
11/30/11

Contract NRC-HQ-11-C-10-0064 is hereby modified as follows:

1. Option Period #1 is hereby exercised in accordance with FAR Clauses 52.217-9 Option to Extend the Term of the Contract and 52.232-18 Availability of Funds . The period of performance of the contract is hereby extended to December 31, 2012.
2. The ceiling of the contract is hereby increased by \$2,860,800.64 from \$718,292.69 to \$3,579,093.33. Funding is not available at this time to support Option Period #1. Funds shall be obligated via a separate modification.
3. The fee (G&A/Fee) that Kleane Kare can apply to reimbursable costs (materials and subcontractors) is 11.88%. The labor rates are already fully loaded; therefore, the fee shall only apply to materials and subcontractor costs. This fee shall only be added to these costs should the NRC exceed the estimated ceiling for the Reimbursable Work Orders. This rate is found in Kleane Kare's Final Proposal Revisions dated August 12, 2011.
4. The PWS found in the contract is hereby replaced in its entirety with the attached PWS. All changes to the document are in bold type. The changes shall not affect the firm fixed price of the contract. Kleane Kare waived the requirement for bilateral signature, via email, on November 10, 2011.
5. The Parking Procedures in the contract are hereby replaced in their entirety with the attached Parking Procedures. The changes shall not affect the firm fixed price of the contract. Kleane Kare waived the requirement for bilateral signature, via email, on November 10, 2011.
6. The following Alternate Project Officers are hereby added to the contract:

Steve Griffin:	301-415-6686	<a href="mailto:Steven.Griffin@nrc.gov">Steven.Griffin@nrc.gov</a>
Gregory Chicca:	301-415-6928	<a href="mailto:Gregory.Chicca@nrc.gov">Gregory.Chicca@nrc.gov</a>
Harry Cepura:	301-415-7830	<a href="mailto:Harry.Cepura@nrc.gov">Harry.Cepura@nrc.gov</a>
Ian Fisher	301-415-6528	<a href="mailto:Ian.Fisher@nrc.gov">Ian.Fisher@nrc.gov</a>

All other terms and conditions shall remain unchanged.



# U.S. NRC

United States Nuclear Regulatory Commission

---

*Protecting People and the Environment*

**Office of Administration (ADM)**

**NRC WHITE FLINT COMPLEX  
PARKING POLICIES AND PROCEDURES**

June, 2011

## TABLE OF CONTENTS

<b>Overview .....</b>	<b>1</b>
<b>1. Safety.....</b>	<b>1</b>
<b>2. Application Procedures .....</b>	<b>1</b>
2.1 Handicap Parking.....	2
2.2 Military Leave.....	2
<b>3. Changes in Parking Status .....</b>	<b>3</b>
<b>4. Cancellation of Parking.....</b>	<b>3</b>
<b>5. Allocation of Parking Spaces .....</b>	<b>3</b>
<b>6. Parking Permit Pick-Up.....</b>	<b>4</b>
<b>7. Garage Operations and Procedures .....</b>	<b>4</b>
7.1 General.....	4
7.2 After Hours Parking.....	5
7.3 Visitor Parking.....	6
7.4 Daily Parking .....	6
7.5 Liability and Damages .....	6
7.6 Administrative Sanctions .....	6
7.7 Enforcement.....	7
7.8 Appeals and Grievances.....	8
7.9 Reserved & Restricted Parking.....	8
7.10 Vehicle Immobilization .....	8

## Overview

The NRC Administrative Services Center (ASC) is responsible for parking management, including receiving and approving permit applications. The ASC is located in One White Flint, Room 2A11, 415-4272 (4ASC), email: [administrative.servicescenter@nrc.gov](mailto:administrative.servicescenter@nrc.gov). The Division of Facilities and Security (DFS) is responsible for enforcement of White Flint Complex (WFC) parking procedures and for all maintenance issues within the WFC. The WFC includes OWFN, TWFN, and 3WFN. Issuance of permits and daily parking operations are performed by NRC's facility management contractor. ASC staff have been designated authority to provide technical direction to the contractor regarding parking. The daily operating hours of the parking garage are 5:00 a.m. to 4:00 p.m., Monday through Friday, excluding Federal holidays. The Contractor does not perform the parking garage management service beyond the daily operating hours. Any NRC employee who needs to gain entrance to the garage after the daily operating hours will be able to do so by showing their NRC identification to the security officer located at the driveway security guard booth. When leaving, sound horn, and security will open the door.

These parking policies and procedures are intended to provide for the safety of NRC staff and contractors at WFC. If, at any time, these procedures conflict with provisions contained in Article 39 of the Collective Bargaining Agreement (CBA) between the NRC and the National Treasury Employees Union (NTEU), the provisions of the CBA shall take precedence.

## 1. Safety

Garage safety is everyone's responsibility. The White Flint North (WFN) complex contains a childcare facility, please drive safely. Below are some garage safety guidelines:

- Turn on lights while in garage
- Obey 10 m.p.h. speed limit
- Always yield right-a-way to pedestrians
- Be courteous to fellow drivers
- Watch for children

## 2. Application Procedures

To apply for a parking permit, employees must provide the following to the ASC:

- NRC Form 505 (Application for Parking Permit)
- Cash or personal check for the initial period for which parking is provided
- SF-1199A (Direct Deposit Sign-up Form) to initiate payroll deduction (mandatory)

Parking permit applications must be returned to the ASC by the 15th calendar day of the month preceding the month in which parking is to begin. If the 15th of the month falls on a weekend or holiday, the application should be submitted the preceding workday. Employees who have valid permits, have paid their fees, and whose eligibility criteria have not changed, need not reapply. Employees may not receive a parking permit or be part of a carpool if receiving transit subsidy benefits.

## 2.1 Handicap Parking

In addition to the standard parking procedures/documentation discussed above, eligible employees wishing to apply for handicap parking must also complete all applicable sections of NRC Form 505A Application for Handicap Parking Permit. Be sure to identify whether you are applying for permanent or temporary handicap space.

**Permanent Handicap Definition:** *The permanent loss of use of one or both legs or arms, inability to move at any time without the aid of crutches, wheel chair, or other mechanical devices, severe lung disease, permanent impairment of both eyes; or a permanent physical disability which substantially impairs mobility and is so severe that the individual would endure a hardship or be subject to a risk of injury if the parking privileges accorded were denied.*

**Temporary Handicap Definition:** *A handicapping condition is one that may restrict one's mobility, is expected to exist for a predictable period of time, and can be certified by a licensed physician. A temporary disability may include, but is not limited to: recovery from foot surgery, undergoing special medication treatment (e.g., chemotherapy), or undergoing a difficult pregnancy. Temporary handicap parking may be paid by payroll deduction or by personal check. It is the employee's responsibility, however, to submit the SF-1199A to begin and terminate payroll deduction.*

ASC will provide a copy of the application to the NRC Health Center physician for review and concurrence before assigning a handicap parking space. (The employee must supply medical information to be reviewed by the NRC Health Center physician because the Health Center physician may not use any medical information that is located in an employee's file in the Health Center for this purpose.) Approval or disapproval will be based solely on the medical information provided when applying for handicap parking.

ASC will notify the employee of the approval status of his/her application after receipt of the application from the NRC Health Center physician. When a temporary permit expires, the employee must reapply if a temporary handicap permit is still required.

## 2.2 Military Leave

Employees who have been called to active military duty should submit a SF-1199A to stop payroll deduction during their service time to avoid being assessed parking fees during their absence. They must reapply for parking at WFC in accordance Section 2 of this policy.

### **3. Changes in Parking Status**

Permit holders must submit a revised application to ASC immediately if there is any change in their parking application. A change may include:

- The employee no longer qualifies as a member of a carpool
- Type of permit required (see section 5)
- Notice of termination due to a violation that may be appealed through the negotiated grievance procedures.
- Enrollment in the NRC Transit Subsidy Benefit Program

Failure to notify the ASC of a change in status may result in one or more penalties as described in paragraph 7.7 of these procedures.

### **4. Cancellation of Parking**

To cancel parking, employees must submit an SF-1199A to cancel their allotment. Employees should cancel their allotment at least one month in advance; payment is collected in advance of the month being covered. Parking fees collected prior to cancellation will not be refunded, nor will they be pro-rated. If an employee cancels parking for a rotation or permanent position at an interim site, s/he must re-apply for parking at WFC.

### **5. Allocation of Parking Spaces**

Allocation of parking spaces available to NRC employees is governed by applicable Office of Management and Budget (OMB) and General Services Administration (GSA) regulations. Parking spaces not required for official use will be allocated for employee parking on a semi-annual basis using the following order of priority. Current permit holders have no priority over new applicants when the semi-annual priority list is prepared (see paragraph e. below) in accordance with the following list:

- a. Employees with disabilities who apply under section 2.1 of this policy
- b. Executive personnel (maximum of 55)
- c. Car pool/van pool.
- d. Headquarters Operations Officers and Headquarters Emergency Response Officers.
- e. Other privately-owned (single occupant) vehicles of employees. A priority list will be prepared by the ASC on a semi-annual basis (Nov-Apr, May-Oct) based upon an employee's length of service with the NRC including time with the Atomic Energy Commission (AEC), with employees having the highest Service Computation Date (SCD) appearing at the top of the list. Employees on this list will not be "bumped" by new single-occupant applicants during the semi-annual period. (NOTE: Employees with AEC service time and/or prior periods of NRC service must provide documentation of that service time with their application if they want that service time credited toward parking priority.) The ASC will update the NRC Parking Management Information System (PMIS) to reflect an accurate version of this list before the beginning of each semi-annual period. The waiting list will be prioritized each month before it is used to approve parking for new applicants as monthly vacancies occur.

## 6. Parking Permit Pick-Up

Electronic notices will be sent to all approved applicants. Permits may be picked up at the Commercial Facility Management Contractor's office on Level P-3 of the OFWN garage. Multiple permits will not be issued to van pool/car pool members and are not transferrable. However, if a van pool/car pool permit holder is on official travel, leave, or absent for any other reason, s/he may pass the permit on to a documented member of his/her van pool/car pool while away from the office. Annual Permits are issued to authorized employees who have been approved for WFC parking.

## 7. Garage Operations and Procedures

Safety is priority one in the operation of NRC facilities. All drivers are expected to remain vigilant at all times to yield to pedestrians and to avoid any accidents.

### 7.1 General

- a. A one-way traffic pattern is used to enter and exit the garage. All vehicles must enter the garage from One White Flint North (OWFN) and exit via Two White Flint North (TWFN) during normal work hours. After 8:15 p.m., all traffic must exit via the OWFN building. An exception is made for tall vehicles to enter the garage via TWFN due to low-ceiling clearance. Tall vehicles must exceed 6'6" height in order to park in the tall-vehicle spaces.
- b. Vehicles must be parked in accordance with the procedures established in this section. Drivers must comply with all posted stop signs and yield signs as well as directional signs and must operate vehicles in a safe and responsible manner.
- c. Employees are responsible for properly displaying their parking permit. On motorcycles, the permit should be displayed on the center front of the vehicle. Vehicles without properly displayed permits may be treated as unauthorized vehicles by the parking operator. Failure to follow parking rules and procedures may result in suspension or termination of parking privileges.
- d. Use of the permit is permissible for any vehicle the employee has included on his/her NRC Form 505 in Block 10. Exceptions are granted for rentals in the event a primary vehicle is unavailable. If the parking permit has been misplaced, employees must obtain a temporary permit for the day from the Parking Attendant. Parking permits are not transferable under any circumstances including "loaning" while the permit holder is on leave or otherwise out of the office. Individuals violating this restriction are subject to fines as discussed in paragraph 7.7.
- e. Car pool/van pool members must complete Section 12 of NRC Form 505 to be considered members of the car pool. Holders of car pool parking permits must comply with any requests for information during periodic reviews of car pool/van pool memberships and may be requested to provide details concerning the whereabouts of other car pool members if the driver arrives without passengers. Confirmation of membership may be required from other members of the car pool. Failure to comply with requests for information may result in



termination of car pool/van pool status and will require each member to re-apply for parking at WFC. A carpool/van pool is defined as a group of two or more persons, the principal member of which is an employee of the NRC and who regularly uses a motor vehicle for transportation to and from work on a continuing basis. Temporary assignments and leave status do not affect an employee's carpool status.

- f. Motorcycles must park in designated areas only. If any employee has purchased a vehicle permit and decides to drive his/her motorcycle to work, s/he may park the motorcycle in a regular vehicle space if all motorcycle spaces are occupied or otherwise unavailable.
- g. Bicycles must park in designated areas only and may not be transported on elevators or in stairwells, nor may they be stored in offices.
- h. The speed limit in the garage is 10 m.p.h. The Division of Facilities and Security will coordinate unannounced monitoring of speed limits by the Federal Protective Services using trained enforcement staff and speed-detecting equipment. If an individual is found to be operating a vehicle in excess of the speed limit, s/he is subject to a \$25.00 fine.
- i. Headlights must be on at all times while operating a vehicle in the garage.
- j. Drivers must yield right-of-way to vehicles that are parking and to pedestrians.
- k. The NRC is not responsible for personal items.
- l. When parking, observe the dividing lines and do not encroach on adjoining spaces.
- m. Permit holders may not park in spaces designated for visitors, persons with disabilities, or executives; nor may permit holders park vehicles in spaces designated for oversized vehicles unless they meet the criteria defined in paragraph 7.1.a.
- n. The ceiling height at the garage entrance and throughout the garage is 6'6", unless otherwise posted.
- o. The NRC shall not be responsible for damages to vehicles while in the WFC garage.

## **7.2 After Hours Parking**

The operating hours of the garage for NRC employees are 5:00 a.m to 4:00 p.m. Individuals with permanent security badges who are working late may enter the garage after 4:00 PM at no charge. However, vehicles without parking passes must vacate the garage prior to 5:00 a.m. of the next business day. NRC employees who need to gain entrance to the garage after it is closed for the evening or on a weekend or holiday may do so by showing their NRC identification to the security officer located at the garage entrance. Lighting in levels P-3, P-4, and P-5 will be shut off at 8:30 p.m. Monday through Friday and will remain off over weekends and Government holidays. Please restrict parking to levels P-1 and P-2 during these hours. Restrictions on the use of spaces identified for use of oversized vehicles remain in force after hours.

### **7.3 Visitor Parking**

There is no cost to approved NRC visitors who park along the perimeter road at TWFN or in the WFC garage. Employees must pre-register visitors by using the electronic visitor parking registration providing the following information: name of visitor(s), including organization; date and approximate time of arrival; purpose on-site; vehicle make, model and license plate number; and NRC contact person and telephone number. Visitors must obtain a parking permit from the security guard stationed at the main entrance of the driveway. Employees, contractors, summer hires (except for orientation on their first day of employment), and service providers who work in the building may not park in visitor parking spaces. These spaces are monitored and violators will be fined.

### **7.4 Daily Parking**

Daily parking is limited to no more than 25 spaces per day Tuesday through Thursday. The NRC will offer a higher quantity on Mondays and Fridays, as feasible. NRC employees who purchase a daily parking pass must display the pass in their vehicles. Fees are posted on the ADM web site at <http://www.internal.nrc.gov/ADM/transportation/parking.html>.

### **7.5 Liability and Damages**

The Government is not responsible for any loss or damage to vehicles or its contents parked on the premises. If a driver strikes anything in the parking garage, the driver must stop and check for any damage. If there is any damage, the driver must notify the parking attendant on duty, provide pertinent written information about the accident, and, if applicable, contact the driver of the damaged vehicle.

### **7.6 Administrative Sanctions**

Consistent with GSA regulations (41 CFR 102-74.265), the NRC has established these parking policies which include:

- a. Issuing traffic rules and regulations;
- b. Installing signs and markings for traffic controls;
- c. Issuing citations for parking violations; and
- d. Immobilizing illegally parked vehicles

## 7.7 Enforcement

Enforcement of these policies and procedures is the responsibility of the Division of Facilities and Security (DFS) in the Office of Administration (ADM). Warnings, tickets, and associated records are maintained by DFS for one year. Failure to comply with established policies and procedures will result in fines, suspension of parking privileges, or the removal of an employee's vehicle at the employee's expense. The table below lists the penalties for specific violations.

Violation	Penalty(ies)/Fees
Parked in a restricted parking space as described in paragraph 7.1.m <ul style="list-style-type: none"> <li>• First Offense</li> <li>• Subsequent Offenses</li> </ul>	Warning \$25.00
Unauthorized use of a reserved handicap space <ul style="list-style-type: none"> <li>• First Offense</li> <li>• Second Offense</li> <li>• Third Offense</li> <li>• Fourth Offense</li> </ul>	\$50.00 \$100.00 \$200.00 Vehicle immobilized (booted), parking privileges revoked for 1 year (no refunds for parking fees already collected)
Transfer of parking permit	\$25.00 (permit holder) \$25.00 (permit "loanee")
Taking up two parking spaces (parking in such a manner as to preclude another vehicle from parking in a space immediately adjacent).	\$8.00
Damage to the facility or other vehicles without reporting the incident	One year suspension of parking privileges and a \$50.00 fine
Failure to properly display valid parking permit	\$8.00
Exceeding the speed limit	\$25.00
Lost Parking Permit:	Replacement Fee of \$5.00
Use of a lost/stolen parking permit	\$70.00 fine and disqualification of all parking privileges for 12 months (includes individual monthly, daily, and car pool/van pool privileges)
Failure to report a permanent decrease in car pool/van pool ridership which would result in the car pool then not qualifying as a car pool.	\$25.00 penalty levied against the parking pass holder and a 12-month suspension of individual and car pool/van pool parking privileges for the pass holder.
Failure to notify the ASC of any change in parking status (see paragraph 3)	Warning
Failure to remove an unauthorized vehicle within 24 hours after being cited	Vehicle is subject to immobilization and a \$25.00 fine
Failure to observe stop sign or yield sign <ul style="list-style-type: none"> <li>• First Offense</li> <li>• Second Offense</li> </ul>	Warning \$25.00

Violation	Penalty(ies)/Fees
<ul style="list-style-type: none"> <li>• Third Offense</li> <li>• Fourth Offense</li> </ul>	<p style="text-align: right;">\$50.00</p> <p>Parking privileges revoked for 12 months</p>

Parking fines must be paid within fifteen business days to the Parking Contractor. Checks are payable to the Nuclear Regulatory Commission. A vehicle must display one of the following types of passes at all times while in the garage:

- A valid annual permanent parking pass (see paragraph 6)
- A valid monthly parking pass (see paragraph 6)
- A valid daily parking pass (see paragraph 7.4)
- A valid temporary parking permit (see paragraph 7.1.c)
- A valid handicap parking permit, as applicable.

Vehicles entering the garage after hours (see paragraph 7.2) that are not removed before the start of the next business day at 5:00 a.m. will be considered unauthorized and are immediately subject to the enforcement rules. Vehicles parked in the garage or on the outside parking area that do not display a valid monthly or daily parking permit will receive a notice of a parking violation. If a vehicle is not removed after being cited, the Division of Facilities and Security will issue a Facilities Bulletin identifying the make/model/location of vehicle in violation and request the driver to immediately remove the vehicle. If it is not removed the same business day of the Facilities Bulletin, the vehicle may be towed at the owner's expense. The driver must contact the Division of Facilities and Security to obtain details pertaining to the location of his/her vehicle.

DFS staff will maintain records of employee parking violations which could result in progressive enforcement for one year.

### 7.8 Appeals and Grievances

Employees may file a grievance to appeal a fine or other penalty. Any proposed sanction will be held in abeyance pending the resolution of any grievances, as long as the grievance is filed within 15 workdays from the date of when the employee received the citation/penalty.

### 7.9 Reserved & Restricted Parking

Fifty-five parking spaces are reserved for Executives in the WFC garage. These spaces include Government-leased vehicles. Other spaces are restricted for use by tall vehicles as described in paragraph 7.1a. All reserved spaces are restricted regardless of the day of the week or the time of day.

### 7.10 Vehicle Immobilization

In the event an employee's vehicle has been immobilized, staff should seek the vehicle's release from Security staff.

**ATTACHMENT #1**  
**BUILDING OPERATION AND MAINTENANCE OF THE HEADQUARTERS FACILITIES**  
**PERFORMANCE WORK STATEMENT**

**C.1 INTRODUCTION**

C.1.1 Requirements: This Performance Work Statement (PWS) provides for operations and maintenance (O&M) service including all management, supervision, labor, sub-contractors, materials acquisition and disposal, supplies, tools, repair and replacement parts for the following services:

- operation, maintenance, and repair of all building systems and equipment to include mechanical, electrical, and fire safety
- mechanical system water treatment
- architectural and structural maintenance and repairs
- parking garage management
- reimbursable maintenance services
- building energy management per Executive Order (EO) 13423 and 13514
- bollard security system

C.1.2 Expertise and Trade Disciplines: The types of expertise and trade disciplines include, but are not limited to, electrical, mechanical, heating, ventilation, and air conditioning (HVAC), refrigeration, plumbing, Building Energy Management System (EMS), water systems, fire protection system, architectural, and structural systems.

C.1.3 Exclusions\*: The Contractor is not responsible for operation, maintenance, or repair of the following Government-owned or privately-owned equipment or systems:

- Mail handling equipment
- Computers (except EMS and Fire Alarm computers)
- Audio-visual equipment (except for drop down projection screens)
- Free standing office furniture
- Printing plant equipment
- Systems furniture (except for electrical components)
- Telecommunications equipment
- Security systems (except the Security Bollard and Gates System)
- Laboratory equipment
- Office machines

\*See NOTE on page 2

- Government-owned appliances and vending machines (microwave ovens, range, toaster ovens, refrigerators located in the child care center, Two White Flint North (TWFN) building cafeteria, vending rooms and kitchenettes) **except for exhaust hoods and refrigeration equipment in the TWFN kitchen/cafeteria. Refrigeration equipment includes walk-in coolers/freezers, ice machines and stand alone coolers/freezers.**
- Rooftop telecommunications antennae equipment
- Personally-owned appliances
- Equipment belonging to other contractors
- Elevator systems (except to operate and reset elevators during emergencies)
- Outdoor irrigation system (except in building supply and drain valves)
- Landscaping and snow removal
- Trash removal (except as related to O&M contracts work)
- Custodial services (except cleanup from equipment failures)
- General Services Administration (GSA) space located within the One White Flint North (OWFN) building
- Locksmith services (except installation/removal of Nuclear Regulatory Commission (NRC) supplied equipment)
- Utility-owned service equipment

\* NOTE: Unless authorized. The OWFN building within the scope of this contract excludes certain space located in OWFN used by the GSA. When an emergency, as determined by the Project Officer (PO), occurring within this GSA space causes damage to NRC occupied property or threatens the safety and/or welfare of building occupants, the Contractor shall perform those services as specified in this contract that are directed by the PO within the excluded space. In this instance, notwithstanding the designation of services as basic services or reimbursable services as specified elsewhere in this contract, costs of services provided within the GSA-specified space shall be regarded as reimbursable contract services.

## C. 2 OBJECTIVES

- C.2.1 The objective of this contract is to have a qualified facilities management services contractor provide all necessary supervision, labor, materials, and equipment to efficiently and safely operate and maintain the facilities, equipment, and systems described herein for the NRC headquarters buildings under a performance-based contract.
- C.2.2 The Government anticipates award of a firm-fixed-price contract for a base period of 3 months and four 1-year option periods for basic service calls and recurring services. The contract will also contain Indefinite Delivery/Indefinite Quantity ordering provisions for reimbursable work items for repair and minor construction or installation of new equipment. Schedules of incentives and disincentives for each category of work are included herein.

### C.3 FACILITY

C.3.1 The NRC consists of seven buildings; two buildings are adjacent to the White Flint metro station. These buildings are referred to as OWFN and TWFN or together as NRC headquarters. Building 3 is located in Bethesda, Maryland, and is referred to as Gateway; Building 4 is located on Executive Boulevard in Rockville, Maryland, and is referred to as the Executive Boulevard Building (EBB); Building 5 is located on Twinbrook Parkway in Rockville, Maryland, and is referred to as Twinbrook; Building 6 is located in the City of Rockville, Maryland and is referred to as Church Street; and Building 7 is located on Boiling Brook Parkway in Rockville, Maryland, and is referred to as the NRC Warehouse and Office of the Inspector General (OIG) Space.

The OWFN building is an 18 story building and the TWFN building is a 10 story building. Both buildings have multi-level underground parking facilities that are connected. These two buildings comprise approximately 1,000,000 square feet of space (including the parking garage, Lot 4 of parking and entrance). Buildings 3 through 7 are leased buildings managed by others and will only require reimbursable contract services.

The OWFN building excludes certain space used by the GSA (~2,400 square feet). This space is located on the roof of the OWFN building and is not included in the estimated 1,000,000 square feet noted above.

C.3.2 Address of each facility is as follows:

Building 1, OWFN  
11555 Rockville Pike, Rockville, MD 20852  
Includes Lot 4 and main entrance to  
NRC headquarters  
Approximate Number of Occupants: +/-1,200  
SQUARE FOOTAGE: ~350,000 square feet  
BUILT: 1985

Building 2, TWFN  
11545 Rockville Pike, Rockville, MD 20852  
Approximate Number of Occupants: +/-1,300  
SQUARE FOOTAGE: ~350,000 square feet  
BUILT: 1994

C.3.2.1 Buildings 3 through 7 are covered by reimbursable services only, see C.9.11.3.f

Building 3, Gateway Building (Gateway)  
7201 Wisconsin Ave. Bethesda, MD 20814  
Suites located on floors 4 and 5

Building 4, Executive Blvd. Building (EBB)  
6003 Executive Boulevard Rockville, MD 20852  
Suites located on floors 1, 2, and 3

Building 5, Twinbrook Metro Plaza (Twinbrook)  
12300 Twinbrook Parkway, Rockville, MD 20852  
Suites on floors 1 and 5

Building 6, 21 Church Street (Church Street)  
21 Church Street, Rockville, MD 20851  
Suites on floors 2, 3, 4, 5, and 6

Building 7, NRC Warehouse and OIG Space  
5000-5010 Boiling Brook Parkway, Rockville, MD 20852  
Space in its entirety.

#### C.4 **HOURS/DAYS OF OPERATION**

##### C.4.1 Government's Regular Working Hours:

The Government's regular working hours at NRC headquarters are 5:00 a.m. to 11:00 p.m., Monday through Friday, excluding Federal holidays specified in Section C.4.3 below. There are some building occupants who regularly or frequently work significantly more than 8 hours per day. Furthermore, there are some building occupants whose duty hours are outside of the Government's regular working hours, (i.e., shift workers and those granted exceptions.)

##### C.4.2 Contractor's Regular Working Hours:

The Contractor shall maintain on site staff and office telephone coverage within NRC headquarters buildings during all hours between **6:00 a.m. and 6:00 p.m. Monday through Friday**, excluding Federal holidays, to include the following minimum positions:

- 1 Electrician
- 1 Building Engineer
- 1 HVAC Technician
- 1 General Worker
- 1 Carpenter/Painter**
- 1 General Maintenance Worker after hours (10:00 p.m. to 6:00 a.m.)**
- 1 Chief Engineer (CE) or Technical Supervisor (TS)
- 1 Facility Manager (FM) or Deputy FM



In addition to the minimum staffing, the contractor shall have additional staff as needed to fulfill all requirements of this contract and to respond to building emergencies. Staff fully trained and proficient in operating, responding to and verifying the operational integrity of the fire protection systems shall be available on-site at all times.

Additionally, the Contractor shall provide at least one on-site HVAC Technician from **6:00 p.m. until 5:00 a.m.**, Monday through Friday, 24 hours on weekends, Federal holidays and other building closures. The Contractor shall have such staff as necessary on site at NRC headquarters prior to 5:00 a.m. and beyond **6:00 p.m.** for the purposes of starting up and shutting down HVAC equipment in compliance with Section C.6.10.a.(1). Taken together, these requirements shall be referred to herein as "Contractor's Regular Working Hours." All costs associated with these requirements are considered Basic Contract Services.

**C.4.3 Days of Operation:**

Throughout this contract, references to numbers of business days shall be understood to mean Government official work days and shall not include Saturdays, Sundays, and Federal holidays. The following holidays are recognized by the Federal Government:

- a. New Year's Day
- b. Inauguration Day
- c. Martin Luther King Day
- d. President's Day
- e. Memorial Day
- f. Independence Day
- g. Labor Day
- h. Columbus Day
- i. Veteran's Day
- j. Thanksgiving Day
- k. Christmas Day

Should a holiday fall on a weekend, the day designated by the Government shall be recognized as the holiday. Should any additional holidays be granted on a one-time basis by the President of the United States for a full or partial day, such additional holidays shall also be observed by the Contractor. Should the Office of Personnel Management (OPM) or other authorized Government official/agency announce the closure of the Federal Government or of the NRC headquarters buildings for full or partial days for causes such as inclement weather, the Contractor shall be required to provide essential staffing necessary to maintain and protect the facilities. When compensation for basic contract services is not made as specified in Payment Adjustments for Suspension of Work of the Basic Contract Services, the performance of essential staffing will be acquired by reimbursable contract services (this applies to Government closures, furloughs, etc.).

C.4.4 The "effective date of the contract" used throughout this Section C is defined as the first day of the contract period of performance. The "takeover date of the contract" as referenced throughout this Section C is defined as the first day that the responsibility to perform all work requirements are transferred from the outgoing Contractor to the successor Contractor. The period between the effective date and the takeover date is referred to as the "Phase-in/Phase-out" period. Unless otherwise specified, all references to 'days' in Section C of this contract refer to "business days" or "Government official work days."

#### C.5 STANDARD OF PERFORMANCE

"Acceptable Level" of maintenance for the purposes of this contract is defined as the level of maintenance which will preserve the equipment at its designed characteristics and capacity and in unimpaired operating condition. The Contractor will be required to take all measures, which would be taken by a prudent building owner to realize the expected life expectancy of systems or equipment, per manufacturer specifications.

#### C.6 WORK ITEMS - GENERAL

C.6.1 Services: The Contractor shall provide all management, supervision, labor, sub-contractors, materials, supplies, tools, repair and replacement parts, and all necessary equipment to provide O&M services which includes: planning; scheduling; coordinating and inspections to assure effective and efficient completion of all work and related services described herein.

C.6.2 Minimum Level of Work: This PWS provides the minimum level of work and services that are required to be provided in specific areas under this contract. It is not intended to, nor shall it be construed as limiting the Contractor's responsibilities. At a minimum, the Contractor shall be required to take all steps and measures that would be taken by a prudent Building Owner or Property Manager to maximize the safe and efficient operability of systems in the buildings under this contract.

C.6.3 General/Specific Work Requirements: The general performance requirements, as set forth in this section of the PWS, apply for all specific work requirements set forth within the PWS. In the event of any conflict between the general performance requirements and the specific work requirements, the specific work requirements shall take precedence.

#### C.6.4 Notifications and Reports:

- a. Equipment Inventory: Per C.6.8.f, upon completion of joint inventory of Government Furnished Property (GFP), the Contractor shall submit to the PO a written certification of receipt of GFP. A revised certification shall be submitted to the PO upon completion of necessary repairs and/or replacements.

- b. Personnel Qualifications/Certifications: Per C.6.9, the Contractor shall submit a copy of each employee's/subcontractors current Trade School certifications, manufacturer's certifications, or documentation of experience to the PO for approval prior to the takeover date of the contract.
- c. Phase-In Phase-Out Plan:
  - 1. Per C.6.6.a.(1), the Contractor shall submit a draft Phase-In Phase-Out (PIPO) Plan to the PO for approval within 10 business days after the award date of the contract. Contractor shall provide a revised PIPO Plan to the PO for approval within 3 business days after receipt of PO comments on draft plan.
  - 2. The Contractor shall submit to the PO a detailed phase-out plan at least 90 calendar days prior to the expiration date of the contract.
- d. Initial Deficiency Report: Per C.6.6.a.(3), within 75 calendar days after the takeover date, the contractor shall prepare and submit to the PO for review, a deficiency report listing repairs needed and the estimated cost to correct each deficiency. The Contractor shall classify the repairs as critical or non-critical.
- e. Material Safety Data Sheets: Per C.6.11.b, 10 business days prior to the takeover date, the Contractor shall submit to the PO a copy of the Material Safety Data Sheets (MSDS) for each chemical the Contractor will be using to accomplish the work requirements of this contract. The Contractor shall submit MSDS to the PO prior to using new chemicals. All chemicals must meet EO 13423 requirements.
- f. Comprehensive Physical Inventory: Per C.8.2, within 60 calendar days after the effective date of the contract, the Contractor shall complete a report with comprehensive physical inventory of all facility equipment and systems, and report to the PO any discrepancies with the equipment inventory list and any systems identified as contract requirements.
- g. Monthly Update of Comprehensive Physical Inventory: Per C.8.2, within 5 business days after the beginning of each month, the Contractor shall provide in the monthly report a Comprehensive Physical Inventory list, or a written statement that no changes have occurred during the previous month.
- h. Equipment Inventory Numbering Plan: Per C.8.2, within 60 calendar days after the effective date of the contract, the Contractor shall review the current equipment inventory numbering plan and inspect all equipment to identify those pieces of equipment requiring preventative maintenance (PM), and submit a listing of equipment not yet numbered, or not yet identified. All equipment requiring PM shall have a number stenciled or applied within 21 calendar days after the PO's approval of the plan and 10 days after new equipment is added.

- i. Facility Computer Systems Certification: Within 60 calendar days after contract take-over and monthly thereafter in the monthly report, the Contractor shall warrant in writing to the PO that existing facility computer systems operate as designed, including the following:
  - Simplex Fire Protection Systems
  - Energy Management Systems
  
- j. Morning Reporting:
  1. By 6:15 a.m., the Contractor shall have complete surveys of all critical equipment listed in the Equipment Inventory List and critical locations to be provided by the PO to the Contractor. The Contractor will provide an electronic written report by email to the PO certifying operability status of all critical equipment and areas. Also include in this report a "staff on duty and second shift staff scheduled for the day" by 7:00 a.m. Monday through Friday.
  2. Non-operational critical equipment found during the morning surveys shall be reported to the PO within 30 minutes of determining non-operational status via telephone and by email within 1 hour.
  3. By 12:00 p.m. (noon), the Contractor shall submit a written report included in the Plan of the Day (POD) to the PO identifying all actions that will be taken to restore the operation of equipment and systems determined non-operational.
  
- k. Equipment Failure Notification:
  1. The Contractor shall notify the PO at any time during the day of any equipment or systems found to be non-operational or experiencing degraded operation during the course of the day. This notification may be via telephone or email.
  2. All telephonic reports shall be confirmed by email within 60 minutes of the report, unless the PO establishes another time for urgent or emergency requests.
  3. The Contractor shall report to the PO malfunctions of any critical equipment including fire alarms systems, chillers, pumps, and package air conditioning units in the Computer Rooms, air handling units, and automatic sliding doors within
  4. 30 minutes after discovering the malfunctioning equipment or systems via telephone and by email within 1 hour.
  
- l. Monthly Maintenance and Repairs Report: The Contractor shall submit a monthly maintenance and repairs report to the PO by the 5<sup>th</sup> work day of each month. The report shall contain a listing of all equipment repairs made, parts used and hours of

labor or subcontractor's labor costs on each repair and a copy of all service tickets for subcontractor work.

m. Preventive Maintenance (PM):

1. PM Schedule: Within 60 calendar days after contract takeover, the Contractor shall submit to the PO a schedule of the basic services PM to be completed during the following year. The Contractor shall include a separate schedule for those systems and equipment which require PM at intervals exceeding annual maintenance, i.e., every 2 years, every 3 years.
2. PM Report: The Contractor shall notify the Government 1 month prior to scheduled PM work exceeding \$1,500. The notice shall be accompanied by appropriate requests and estimate(s).
3. PM Service Records: The Contractor shall submit to the PO on request, service records for each item identifying the frequency of PM and repairs, the name of the mechanic, the parts used, and the supervisor's quality control certification.
4. Automated PM Report: The Contractor shall update the automated PM report monthly, with all data being current and accurate.
5. PM and Repairs Notification: The Contractor shall notify the PO with the scheduled date and time of PM services or repairs to allow the PO to perform quality assurance inspections during performance of the PM services or repairs.
6. Monthly PM completion report: The Contractor shall submit a monthly PM completion report to the PO by the 5<sup>th</sup> work day of each month. This report shall include a list of the previously planned, scheduled PM for each piece of equipment and system, a list of the actual completed PM, date that the PM was completed, and a list of all deficiencies and corrective actions taken.

n. Monthly Repairs that do not Exceed \$1,500 Report: The Contractor shall submit a monthly status report of repairs that do not exceed \$1,500 to the PO by the 5<sup>th</sup> work day of each month. The report shall contain all equipment repairs made.

o. Repairs Exceeding \$1,500:

1. Authorization to Proceed: Within 24 hours of determining that a repair is estimated to exceed \$1,500, the Contractor shall submit a complete cost estimate proposal to the PO and Contracting Officer (CO) for prior approval. The cost estimate shall include a detailed breakdown of all costs such as labor hours, itemized materials and/or supplies. Additional time for proposals over \$3,000 may be granted by the PO if deemed necessary.

2. Monthly Repairs that Exceed \$1,500 Report: The Contractor shall submit a monthly status report of repairs that exceed \$1,500 to the PO by the 5<sup>th</sup> work day of each month. The report shall contain all equipment repairs made, parts used and hours of labor or subcontractor's labor costs for each repair.
3. Work Disruptive to Occupants/Operations: The Contractor shall request approval of the PO a minimum 24 hours in advance of any work that is to be performed that would be disruptive to building occupants or interfere with normal building operations.

p. Water Samples and Analysis:

1. Collecting Samples: The Contractor shall coordinate with the PO 1 week in advance of performing all water samples and provide the required information required by C.9.6.
2. Initial Water Analysis: Within 15 calendar days after the effective date of the contract, the Contractor shall conduct an initial water analysis for each piece of equipment and system.
3. Water Treatment Plan: Within 20 business days after the effective date of the contract, the Contractor shall provide the PO with a proposed Water Treatment Plan, including the information required by C.9.6.
4. Chemist's Report: A copy of the chemist's report, containing all pertinent information relative to the conditions found in the sample, as well as recommendations on required water treatment shall be submitted to the PO by the 5<sup>th</sup> work day of each month.
5. Water Treatment Certification: After completion of water treatment services, the Contractor shall provide the PO with a written certification that the Contractor has complied with the chemist's recommendations. This certification will be submitted by the 5<sup>th</sup> work day of each month.
6. Water Treatment Log: The Contractor shall develop and maintain a written log which details all chemicals used in, quantity and field test control. This log shall be submitted to the PO by the 5<sup>th</sup> work day of each month.

q. Damage Control Team Reports:

1. Building Emergency or False Alarm: Within 1 work day following each building emergency or false alarm, the Contractor shall submit to the PO a report detailing the facts of the emergency, actions taken, problems identified, lessons learned and corrective actions to be taken.

2. Occupant Emergency Plan Training: Within 5 business days after completion of each semi-annual training session, the Contractor shall submit to the PO a written certification that training has been successfully completed for all employees.
- r. FIXIT Service Requests: The Contractor is required to closeout each service request daily, as completed per the requirements of C.9.9.c.
- s. Plan of the Day (POD) Agenda Report: The Contractor shall provide a written POD Agenda Report to the PO at or before 12 p.m. (Noon) each work day. This report shall conform to the content requirements listed at C.9.10.

#### C.6.5 Facility Management Software System (FMSS):

The Contractor shall continue, at their cost, the lease of the currently used Corrigo FMSS system and supply five licensed seats for the Government use. The Contractor shall ensure that the system will be fully operational at takeover date with all current data necessary to meet all contract requirements. The Government will bear the costs necessary for obtaining access to the system (i.e., cable, wiring), but these costs specifically exclude any software or licenses. The PO and CO will have full access to the system at the manager's level, allowing access to all databases for the creation and running of reports. The Contractor will ensure that all current databases contained in the system will be maintained and will amend them over the period of this new contract. The Contractor will lease all required modules needed to meet the following minimum requirements:

- a. Facility Management Planning and Analysis
- b. Equipment Inventories
- c. Supplies and Materials Inventories and Usage
- d. Work Scheduling and Control
- e. Work Order Request
- d. Work Order Control
- g. Purchasing and Materials Control
- h. Preventive Maintenance Scheduling and Quality Control
- i. Equipment Repair Histories
- j. Spare Parts Inventory Tracking
- k. Preventive Maintenance Task Procedures
- l. Report Preparation
- m. Project Tracking

The Contractor shall ensure that the personnel responsible for operating, maintaining and repairing this system have the fundamental combination of experience, knowledge, manufacturers approved training, and any required follow-on training during the performance period of this contract. Upon request from the Government, the Contractor

shall set up trend logs, run reports, add data and provide system information to the Government or an agent of the Government when approved by the PO.

When e-mail is used, the contractor shall only use NRC provided e-mail accounts to send and receive sensitive information (information that is not releasable to the public) or mechanisms to protect the information during transmission to NRC that have been approved by CSO.

All contractor employees must sign the NRC Agency Rules of Behavior for Secure Computer Use prior to being granted access to NRC computing resources.

Contractor will adhere to NRC's prohibition of use of personal devices to process and store NRC sensitive information.

The contractor shall not publish or disclose in any manner, without the contracting officer's written consent, the details of any security controls or countermeasures either designed or developed by the contractor under this contract or otherwise provided by the NRC.

All media used by the contractor to store or process NRC information shall be controlled in accordance to the sensitivity level.

The contractor shall only use licensed software and in-house developed authorized software (including NRC and contractor developed) on the system and for processing NRC information. Public domain, shareware or freeware shall only be installed after prior written approval is obtained from the NRC Chief Information Security Officer (CISO).

The contractor shall provide proof of valid software licensing upon request of the Contracting Officer, the NRC Project Officer, a Senior Information Technology Security Officer (SITSO) or the Designated Approving Authorities (DAAs).

#### C.6.6 Contract Phase-in and Phase-out:

##### a. Initial Deficiencies:

1. Inspection: Within 7 calendar days after the contract effective date, the in-coming Contractor, the out-going Contractor, and the PO or other designated NRC personnel, together, will make a complete and systematic inspection of all mechanical, electrical, plumbing, utility systems, architectural, structural and other equipment in the building covered by this contract. The incoming Contractor shall submit a draft PIPO Plan to the PO within 10 business days after contract award, identifying those areas that the Contractor and the out-going Contractor cannot agree upon. The PO will review and comment on the draft PIPO plan within 2 business days of receipt of the plan. The Contractor shall



submit a revised PIPO plan to the PO for approval within 3 business days after receipt of the PO's comments.

The PIPO shall address as a minimum:

- a. Provide lists of subcontractors, to include address and telephone numbers
  - b. Transfer of all maintenance, subcontractor, and purchase records
  - c. Orientation of all equipment and systems
  - d. Establishment of a Damage Control Team
  - e. Orientation of utility shut-offs and list of emergency contacts
  - f. Orientation of NRC's Occupant Emergency Plan (OEP)
  - g. Establishment of an after hour drill of emergency fire control systems
  - h. Damage Control Team Response
  - i. Orientation of fire alarm systems
  - j. Establishment of an after hour drill of operation of the bollard security system
2. Follow-up Inspection: Within 7 calendar days prior to the contract takeover date, the in-coming Contractor and the PO or designee(s), together, will make a second complete and systematic inspection of all mechanical, electrical, plumbing, utility systems, architectural, structural and other equipment in the building covered by this contract. This inspection is to verify that deficiencies noted from the first inspection have been corrected.
3. Submission of Initial Deficiency Report: The in-coming Contractor shall prepare and submit to the PO, within 75 calendar days after takeover of the contract the Initial Deficiency List (IDL) inspection, a report listing all deficiencies noted during the joint inspection that require corrections to bring the equipment up to an acceptable and satisfactory condition, and the estimated cost to correct each deficiency. The Contractor shall classify the repairs as critical or non-critical. Upon receiving approval from the PO or CO, the Contractor shall correct deficiencies identified in the report within the timeframe agreed upon between the PO and the Contractor.
4. Correction of Initial Deficiencies: The in-coming Contractor shall be responsible for making corrections of initial deficiencies that fall within the scope of routine maintenance required by this contract, (e.g., would be corrected as part of scheduled PM or easily corrected through a Work Request). The PO or CO will review the report to determine which initial deficiencies are within the scope of the contract, and will notify the in-coming Contractor of the determination. All other initial deficiencies will be corrected by the Government, or the correction will be deferred if it is non-critical.

5. Items not Identified on the Initial Deficiency List: Deficiencies discovered after the submission of the IDL are not considered pre-existing. The in-coming Contractor shall be liable for the correction of these deficiencies. Operational requirements which hinder inspection of specific systems or areas will be noted on the IDL and the PO or CO may grant exceptions for discoveries post-submission.

b. Terminal Deficiencies:

1. On a mutually agreeable date, no less than 30 business days prior to the contract termination date, the out-going Contractor, the in-coming Contractor, and the PO or designee(s) working together, will make a complete and a systematic inspection of all mechanical, electrical, and utility systems and equipment in the buildings covered by this contract. Based upon this inspection, the out-going Contractor will be provided with an existing deficiency list, and shall have 21 calendar days from the receipt of the existing deficiencies list to correct all items that fall within the scope of the contract. Deductions may be taken from the out-going Contractor's payments for all outstanding deficiencies that have not been corrected after the 21-day period. Deductions may also be taken for any additional uncorrected deficiencies that develop after the preliminary 30-day closeout inspection and the termination of the contract.
2. The out-going Contractor shall provide to the PO a detailed phase-out plan at least 90 calendar days prior to the final date of the contract. This plan shall include transition and training plans for implementation during the phase-in period of the in-coming Contractor and list major items required for the orderly transition between the in-coming Contractor, out-going Contractor, and the Government. It is the responsibility of the out-going Contractor to attend to the items listed in the phase-out plan and to provide information and/or instruction to the in-coming Contractor.

C.6.7 Telephone and On-Site Communications:

- a. The Contractor is responsible to provide on-site commercial business telephone service for their facsimile machine and internet connection for their company computers.
- b. The Government will provide additional telephone lines to maintain immediate contact with Contractor staff during core building coverage hours.

C.6.8 Storage, Supplies, Materials and Workmanship:

- a. The Government will furnish and/or make available to the Contractor the following office and storage space without charge to the Contractor for use under this contract. Contingent upon availability, additional space, parking and storage may be provided upon Contractor's request following approval by the CO and/or PO.

Space Room No.	Square Footage (Estimates)
Level P3 Office	1,250 (OWFN)
Level P3 Storage	816 (OWFN)
Level P4 Storage	700 (OWFN)
Level P5 Storage	700 (TWFN)

b. Electric Utility Carts:

The Contractor is afforded use of a Government-owned electric utility cart on an "as available" basis for performing facility tasks within NRC headquarters. "As available" means when not otherwise needed for Government use. The Contractor personnel who operate the cart shall possess a valid driver's license and demonstrate proficiency in the use of the cart prior to being provided authorization for use by the Facility Manager (FM) or TS. The Contractor shall adhere to all maintenance, safety and operating instructions provided by the PO or the manufacturer. If at any time the Contractor encounters any problems in operating the carts or is involved in any accidents while operating the cart, he or she shall report the incident to the FM or Deputy Facility Manager (DFM) who in turn shall notify the PO.

<u>Cart Model</u>	<u>NRC Tag Number</u>
Taylor Dunn Model B248	NRC Tag Number 052445

- c. Parking: The Government will allow the Contractor to purchase one monthly parking permit at the prevailing rate. The Government will provide one outside parking space at no charge for the contractor's required on-site vehicle.
- d. The Contractor shall use the Government-designated storage areas identified herein. The Government assumes no liability for loss or damage to Contractor-furnished property. Supplies such as packing, lubricants, rags, cleaners, etc., shall be properly secured in containers approved by the PO or his/her designee(s) and at a minimum stored in accordance with National Fire Protection Association (NFPA) fire and safety requirements.
- e. The Contractor shall provide its own parts, supplies, materials, and equipment stored on site in such quantity as necessary to assure continuous compliance with performance of all of the requirements in this contract. The Government reserves the right to furnish to the Contractor any or all parts, supplies, materials, and/or equipment that are beyond the requirements of this contract, e.g., upgraded, rather than standard, components or parts for repair. In such case, the nonstandard items may be acquired by the Government and furnished to the Contractor for installation. All Contractor-acquired tools and equipment shall be tagged by the Contractor to identify it as owned by the Contractor.

- f. Use of Government Property: Upon transfer of Government Property, the Contractor shall take all reasonable precautions to safeguard and protect Government property. Government property shall be used only in direct support of work under this contract unless proper consideration for its use is negotiated and authorized by the PO or CO.

Initial Inspection:

Within 5 business days after the takeover date of the contract, the Contractor and the PO shall conduct a joint inventory of all GFP. Upon completion of the joint inventory, the Contractor shall submit to the PO a written certification of his receipt of all GFP. The Contractor and the PO shall jointly determine the working order and condition of the GFP. Property missing or not in working order shall be recorded by the Contractor. The Government shall replace the missing item(s) and repair all items not in working order at the time of initial inspection or, at the discretion of the CO, the Contractor shall be directed to replace the missing item(s) or accomplish the repair and the Contractor shall be reimbursed.

The PO shall give written disposal instructions for items beyond repair and the Contractor shall accomplish disposal in accordance with those instructions. Upon completion of all necessary repair and/or replacements, the Contractor shall submit another written certification to the PO of this agreement as to the working order of the GFP. If, however, the PO does not agree with the Contractor assessment as to the working order of the property, this failure to agree shall be treated as a dispute pursuant to the clause of this contract entitled "Disputes."

Following agreement between the PO and the Contractor as to the working order of the property, and throughout the balance of the period of performance of the contract, all property found to be in need of maintenance and repair shall be so maintained, repaired or replaced by the Contractor within 20 business days of discovery but in any event before the final inspection is conducted. All repairs or maintenance not performed by the Contractor shall be performed at the Government's option and at the Contractor's expense. In the case of damaged property, the amount of compensation due to the Government shall be the actual cost of repair, provided such amount does not exceed the economical replacement value. The PO shall unilaterally determine the economical replacement value by first determining the repair reacquisition price of the item and then subtracting from it the accumulated depreciation utilizing straight-line methodology. In the event the item is no longer available as new property, the PO shall utilize the original acquisition price thereof in place of the current reacquisition price. The results of this calculation shall constitute the total Contractor's liability. Any failure of the Contractor to agree with such determination shall be treated as a dispute pursuant to the clause of this contract entitled "Disputes."

Final Inspection:

Forty-five calendar days prior to the expiration of the period of performance, or by such time as any extension of the period of performance thereof, a joint inventory of property shall be conducted by the Contractor and the PO. The Contractor shall be liable for the replenishment of items to the quantities existing at the initial inventory, and for any loss and/or damage to GFP beyond reasonable wear and tear in accordance with the clause within Section I of this contract entitled "Government Furnished Property."

Compensation shall be adjusted to reflect such loss or damage through either reduced payments owed to the Contractor or through direct payment to the Government by the Contractor in amounts commensurate with the current market value of items lost or reduced in functionality or service life caused by damage to the item(s) or to the Contractor's negligence. The method of compensation shall be determined unilaterally by the CO. Failure of the Contractor to properly operate, maintain, repair or replace in a timely manner GFP shall not be cause for claims of delays or nonperformance of any activity required by this contract. Throughout the period of performance of this contract, all GFP as maintained in the quantities specified herein shall remain the property of the Government. Within 5 business days after the expiration or termination date of the contract, the Contractor and the PO shall conduct a joint inventory of all Government-furnished property listed above, including, but not limited to, records, reports, logs, and financial data. Upon completion of the joint inventory, the PO shall submit to the Contractor a written certification of receipt of all GFP. At the conclusion of the contract period, the Contractor's property shall be removed from NRC headquarters. The Government accepts no liability for any excess property, which may be stored at the option of the Contractor in Government-furnished space. Should the Contractor unilaterally elect to store quantities in excess of those specified above in Government-furnished space, such additional property shall be so stored in reasonable quantities only, and only for eventual use pursuant to this contract.

- g. Occupational Safety and Health Act (OSHA) Requirements for Space: 5 business days prior to the takeover date of the contract, the space furnished to the Contractor will be inspected by the PO and the Contractor for total compliance with OSHA. After the takeover date of the contract, the Contractor shall be responsible for assuring that the space continues to be in complete compliance with OSHA, with the exception of any corrections for which the Government is responsible prior to the effective date of the contract. The Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with OSHA requirements.
- h. Space Modifications: Should the Contractor require any structural modification to its Government-provided space, the Contractor shall provide a written description of the proposed structural modification, a justification for the changes, cost proposal to the

PO and obtain written approval by the PO before proceeding with any space modification.

- i. The Contractor shall maintain all work areas, machinery spaces, shops and storerooms in a neat, clean, and orderly manner. During and at completion of work, debris shall not be allowed to spread into adjacent areas nor accumulate in the work area itself. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and/or at the end of each day while work is in progress. Upon completion of work, any stains, or other unsightly marks shall be removed. Any furniture that must be moved or removed by the Contractor in performance of effort under this contract shall be replaced to original positions when work is completed.
- j. The Contractor shall obtain an NRC Building Permit Authorization approved by the PO prior to the use of all chemicals, sealants, adhesives, welding, soldering, work on fire alarm systems, construction, renovations, building alterations, and any other work which may disrupt building occupants.

C.6.9 Supervision and Personnel/Qualifications and Conduct:

- a. It is the policy of NRC, that the Government will not provide direction or supervision of Contractor employees either directly or indirectly. Supervision of all staff (including subcontractors) working under this contract is the sole responsibility of the Contractor. Removal of personnel not conforming to minimum requirements of this contract shall be the responsibility of the Contractor.

The Contractor shall ensure that all work required under this contract is supervised on site by the FM, DFM, TS, or CE. In the event that the FM, DFM, TS, or CE are unable to perform these duties, the Contractor shall provide a backup FM, DFM, TS, or CE, meeting the same qualifications as defined herein, to provide supervision. A minimum of one of the FM, DFM, TS, or CE shall be on-site at the NRC headquarters buildings during Contractor's Regular Working Hours, and other times during which an emergency of any kind is in progress to receive notices, reports, or service requests from either the CO or the PO.

Except for emergencies, the Contractor shall accompany and oversee the work of all its subcontractors who perform work in special areas of NRC headquarters. Work in some areas may require prior approval by the PO. The PO will provide the location of special areas to the Contractor.

- b. The Contractor shall be responsible for compliance with all laws, rules, codes, regulatory requirements, licensing and/or certification requirements. If and where a conflict arises, the most stringent requirement, in whole or in part, shall apply.

- c. Resumes, including any/all certifications and licenses, of key personnel shall be submitted to the PO for review prior to the takeover date of the contract or prior to an employee's start date. Key personnel skills and experience shall meet the requirements for the positions identified herein. Information submitted to the PO regarding Contractor personnel shall contain the minimum following information:
- Full name and title of proposed candidate
  - Detailed description of previous 5 years employment history
  - Name(s) and address(s) of the companies for whom the candidate worked during the past 5 years
  - Name(s) and telephone number(s) of the immediate supervisor(s)
- d. Each employee of the Contractor shall be a citizen of the United States or a resident alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, 1-94 Work Authorization, or 1-688A Temporary Resident Card, a copy of which shall be furnished to the NRC Division of Facilities and Security through the PO together with the GSA Form 176 and FD-218.

All documents shall be in a typed format when submitted to the PO. The Contractor shall not employ under this contract any person performing any court-imposed sentence of imprisonment except as provided by Public Law 89-176, September 10, 1965, (18 U.S.C. 4082)(c)(2) and EO 11755, December 29, 1973.

- e. FM, Deputy, DFM, TS, and CE Qualifications:

The FM, DFM, TS and the CE shall possess a thorough knowledge of the theory, principles, and practices of the field of facility engineering and an ability to plan, organize and execute various types of commercial facility management services, and quality control/quality assurance plans. In addition, the FM, DFM, TS and the CE shall possess the following minimum qualifications:

1. Facility Manager

- i. A minimum of 5 out of the most recent 7 years of responsible and successful experience supervising and managing the O&M of buildings with equipment and systems reasonably similar in size and characteristics to the NRC headquarters buildings.
- ii. Possession of at least one of the following professional/educational certifications:
  - Real Property Administrator from the Building Owners and Managers Institute (or equivalent certification approved by PO); or

- Certified Property Manager from The Institute of Real Estate Management (or equivalent certification approved by PO); or
- College associate or bachelor degree in business management, property management, real estate management, or other degree in office building management or operation; or
- Combination of education and work experience equaling 10 years.

2. Deputy Facility Manager

- i. A minimum of 5 out of the most recent 8 years of responsible and successful experience supervising staff and managing office operation concerning building maintenance and repair of buildings with equipment and systems reasonably similar in size and characteristics to the NRC headquarters buildings.
- ii. Possession of at least one of the following professional/educational certifications:
  - College associate or bachelor degree in business administration; or
  - Combination of education and work experience in the building trades equaling 6 years (applicable industry workshops and seminars may be considered when combined with industry work experience)

3. Technical Supervisor

- i. A minimum of 4 years out of the most recent 5 years of responsible and successful experience supervising and managing the O&M of buildings with equipment and systems reasonably similar in size and characteristics to the NRC headquarters buildings.
- ii. Possession of at least one of the following professional/educational certifications:
  - Systems Maintenance Administrator from BOMI (or equivalent certification/industry experience approved by PO); or
  - College associate or bachelor degree in an Mechanical engineering related major; or



- Combination of education and work experience equaling 6 years (applicable industry workshops and seminars may be considered when combined with industry work experience)

4. Chief Engineer

- i. First Class license or union certification and training and 5 years of experience with Variable Air Volume (VAV) systems, fire alarm systems, emergency generators (300 kilo volt-ampere (KVA) or larger) and chiller operation and maintenance (100 tons or larger) with successful experience managing the O&M of buildings with equipment and systems reasonably similar in size and characteristics to the NRC headquarters buildings.
  - ii. Possession of at least one of the following professional/educational certifications:
    - Systems Maintenance Technician from BOMI (or equivalent certification/industry experience approved by PO); or
    - College associate degree in an mechanical engineering-related major; or
    - Combination of education (trade school certifications) and work experience equaling 6 years (applicable industry workshops and seminars may be considered when combined with industry work experience)
- f. Maintenance personnel, whether Contractor employees or subcontractors, shall possess and maintain valid, current trade school certifications, manufacturer's certifications, or experience as specified below. All certificates shall be made available for PO's review upon request. All acceptable licensing requirements listed below are issued by the State of Maryland. Substitution from other local jurisdictions (i.e., District of Columbia, Virginia) must be approved by the PO:
- Electrician, Maintenance – 1 Master, 1 Journeyman license or union certification and training
  - Mechanic, Maintenance – National Association of Power Engineers training or a minimum 3 years experience in building trades or construction
  - Painter/Carpenter – Minimum 3 years experience or union certification and training

- Building Engineer – A minimum of 3 years experience in building maintenance with specific knowledge and experience in plumbing repairs or union certification and training.
- HVAC Technician – Third Class license or union certification and training and 3 years of experience with variable air volume systems and chiller operation and maintenance (100 tons or larger)
- Refrigeration and Air Conditioning Mechanic – Chlorofluorocarbon Certification (CFC) universal license and a minimum of 3 years experience in HVAC repair and maintenance as a mechanic
- Lead Engineer – First Class License or union certification and training and 3 years of hands-on experience with VAV systems, fire alarm systems, emergency generators (300 KVA or larger) and chiller O&M (100 tons or larger)
- Maintenance and Repair Technician (Architectural and Structural) – A minimum 5 years experience or union certification and training

**NOTE:** Exceptions to all licensing and educational requirements will be granted for former Federal, Military, State, and local Government employees who meet OPM educational and journey person craft requirements by proof of satisfactory service and performance ratings. Multi-craft technicians are acceptable. Licensing and educational requirements may be waived or time extensions granted to obtain the required licensing and educational requirements for current Contractor staff. The Contractor shall request a waiver or time extension on a case-by-case basis and must be approved by the CO or the PO.

- g. The Contractor shall require all employees with the exception of the FM, DFM, and the TS, including any subcontractors, to wear distinctive uniform clothing for ready identification, and shall ensure that such employees are in uniform on the takeover date of the contract and each day thereafter. The uniform shall have the company name and the individual's name easily identifiable and such names shall be attached in a permanent or semi-permanent manner, such as a badge or a monogram. Any color or color combinations, as appropriate, may be used for the uniforms. However, all Contractor employees shall wear uniforms of the same color or color combinations and shall present a professional appearance and manner.
- h. Prior to the Contractor's removal of key personnel from this contract, the Contractor shall submit resume(s) of replacement key personnel to the PO or CO for approval and modification to the contract. The Contractor shall also maintain qualified backup personnel for all key positions in accordance with the Contractor's backup resource plan (Refer to Section L of the Request for Proposal).

- i. All contract and subcontract employees shall sign in and out at the beginning and end of their shift on a Contractor furnished sign-in/sign-out log maintained in the O&M shop P3 level of the OWFN building. All completed log sheets are the property of the Government. Regarding site access badge requirements and security requirements, all Contractor personnel working under this contract shall be subject to NRC regulations as applicable during the time spent on NRC property.
- j. The Contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, complete their compliance with the site access badge and security requirements before the takeover date of this contract. The NRC photo badging process is conducted at the TWFN building during certain hours. It is important to coordinate the schedule for the badging process with the PO before performing duties under this contract. Any Contractor employee or subcontractor who has not been issued an NRC photo badge must be escorted by a badged Contractor employee within the NRC headquarters buildings at all times – both during and after regular working hours.
- k. Personnel Conduct

In performing work under this contract, the Contractor, its employees and subcontractor(s) (if any) shall consistently conduct themselves in a professional manner while performing work on the NRC headquarters buildings premises. The Government has a zero tolerance policy for sexual harassment and substance abuse, inclusive of drugs and alcohol. Contractor employees shall, therefore, not exhibit any behavior that may be perceived to be sexual harassment, e.g., sexual advances and/or harassing any building occupants or other offensive conduct. Therefore, prior to the takeover date of the contract, and on an annual basis thereafter, the Contractor shall provide training for all of its employees with respect to appropriate interpersonal relations. In addition, the Contractor shall ensure that all subsequent new employees also receive the above training within 20 business days of employment.

The Contractor employees shall refrain from playing any radio or sound producing equipment for non-work purposes on Government premises unless specifically permitted to do so, in writing, by the CO or the PO. The Contractor may, however, play its own radio or sound producing equipment at a discreet level in its own Government-furnished office space.

C.6.10 Building Operations Standards:

- a. Standards To Be Maintained:

1. **Temperature Standards:** Temperature levels in the building shall be maintained with the objective of maximizing the comfort of the tenants in the most efficient manner possible and in coordination with the PO, CO or his/her designee(s). The Contractor shall maintain temperatures within 68-76°F during Government Regular Working Hours in the heating season, adjusting discharge air temperatures to achieve these goals as much as possible and within 74-78°F during Government's Regular Working Hours in the cooling season. The Contractor shall adjust temperatures when requested by FIXIT service requests to be within these ranges, or as requested by the PO (See Section C.9.9). The Contractor shall start up or shut down the HVAC equipment earlier or later than the Contractor's Regular Working Hours, contingent upon weather conditions and building temperatures effected thereby. Such services shall be performed as basic services. The Contractor shall maintain building temperature levels during other than Government's Regular Working Hours to assure the protection of the buildings when severe weather conditions exist.
  2. Environmental standards must be maintained throughout the headquarters buildings' normal operating hours and in coordination with the PO, CO or his/her designee(s). Equipment/System startup must be early enough to fully attain the seasonal temperature range at the beginning of the buildings' normal operating hours.
  3. Greening of the Government and Recycling Contractor-furnished property shall meet the requirements of EO 13423 and 13514 approved products may be found on the U.S. Department of Agriculture website, <http://www.biopreferred.gov/?SMSESSION=NO>. Examples of such products include, but are not limited to, use of non-aerosol products in lieu of aerosol products, bio-based products and use of supplies that contain the highest percentage of recovered materials available. In the event that GREEN products are determined by the Contractor to be either significantly more expensive when compared to a less environmentally desirable product, or the quality of such product is unacceptable when compared to a less environmentally desirable equivalent, the Contractor shall consult with the PO for a waiver in that instance. Absent such waiver, the Contractor shall supply the environmentally preferable product at no additional cost.
  4. Ventilation shall be defined within industry standards set forth by the American Society of Heating, Refrigeration, Air Conditioning Engineers (ASHRAE) and Government requirements as specified by GSA, Department of Energy, and the Environmental Protection Agency (EPA).
- b. **Energy Conservation Standards:** The Contractor shall operate and maintain all mechanical, electrical, plumbing and utility systems to prevent interruption in services, ensuring the efficient and economical operation of the NRC headquarters buildings and grounds. Assets under this contract are subject to the energy

conservation requirements mandated by the August 2005 Energy Policy Act (Sections 102 and 104). All equipment must be operated as efficiently as possible, considering both demand and the consumption costs of utilities. Contractor personnel shall have received certified training from the manufacturers of our specific Building Automated Systems (BAS). Certifications shall be updated and consistent with manufacturer regulations and recommendations.

The Contractor shall use waterside cooling towers "free cooling" (Economizer Cycle), i.e., cooling towers, heat exchanges, during moderate seasons based on outside air temperature and humidity conditions. The Contractor shall turn off the chillers and adjust fresh air dampers where possible and other associated equipment whenever outside temperatures shall allow the Contractor to achieve free cooling of the NRC headquarters buildings, as an energy conservation measure. The energy conservation measures will be based on a setting of 35 to 40°F degrees wet bulb.

C.6.11 Safety, Environmental, Hazardous Materials and Fire Protection:

a. Safety, Environmental:

1. CFC will be maintained for the Government's review in accordance with EPA standards. The Contractor shall be responsible for all records, reports, actions, and regulatory direction required for compliance. The Contractor shall recover CFC refrigerants and ensure no release into the atmosphere when servicing air conditioning and refrigeration equipment in accordance with Federal and State requirements.
2. Contractor shall conduct on-site work in a manner that provides for the safety of the public, tenants, and employees.

b. Hazardous Materials:

1. Safety and health shall be incorporated into any service the Contractor provides under this contract.
2. The Government will inform the Contractor of any known hazardous material in a specific building. If the Contractor discovers or must disturb materials that are known or suspected to contain hazardous material, the Contractor shall immediately report it to the PO or his/her designee(s) with a plan of action. The PO or his/her designee will review the plan of action and provide comments prior to Contractor proceeding with work.
3. The Contractor shall notify the PO or his/her designee(s) of any potentially hazardous materials being brought on-site for review and approval.

4. The Contractor shall maintain current inventory and MSDS for all hazardous on-site materials.
  5. The Contractor shall be responsible for the proper off-site disposal of any and all hazardous materials generated in performance of work under this contract (e.g., fluorescent tubes, lubricants, antifreeze, etc.).
  6. The Contractor shall establish procedures under the Resource Conservation and Recovery Act for disposal of hazardous waste (if applicable) used during the O&M of equipment and mechanical systems. This includes the accumulation, transportation, treatment, storage, or disposal of hazardous waste. The Federal regulations for hazardous waste are in Title 40 of the *Code of Federal Regulations* (40 CFR).
- c. Fire Protection: Maintenance to National Fire Code Standards: Fire warning and protection systems, and all other applicable equipment, shall be maintained for the Government's review to meet all relevant National Fire Code standards, or local fire codes, whichever are more stringent. The Contractor shall ensure that staff is fully trained and proficient in operating, responding to, and verifying the operation integrity of the fire protection systems and immediately available during the Contractor's Regular Working Hours or within 1 hour during other than Contractor's Regular Working Hours in case of building emergencies.

C.6.12 Other Contracted Work at the NRC Headquarters:

The CO may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors, NRC CO, or PO. The Contractor shall prudently schedule work, in conjunction with the additional work, as may be directed by the PO, CO or his/her designee(s). In addition, the Contractor shall not commit or permit any act, which will interfere with the performance or work by another Contractor, or NRC CO or PO.

C.7 **OPERATIONS**

- C.7.1 Work Included: Operations include, but are not limited to, the work undertaken to plan, organize, partner and communicate with stakeholders, and execute maintenance and project functions as they relate to Federal assets.
- a. Plan, organize, and direct the execution of the O&M service contract in concert with the PO.
  - b. Maintain and manage the Plan of Operation.
  - c. Conduct equipment PM and repairs.
  - d. Documentation, record keeping and reporting.
  - e. Meetings, communications, collecting information, maintaining reporting systems.
  - f. Provide for the efficient and professional operation of facility systems and equipment.

- g. Ensure all building systems are operational during scheduled occupied times.
- h. Direct the operation and servicing of mechanical equipment included in asset inventory.
- i. Coordinate and communicate actions with building tenants to insure customer satisfaction.
- j. Provide Engineering/Technical support – general information and response to technical questions related to the asset.
- k. Maintain an updated equipment inventory.
- l. Manage warranty compliance and claims for the benefit of the Government.
- m. Communication and integration with other building service functions.
- n. Maintain the garages free of old and excess building materials and debris. Contractor may keep a small dumpster on site, approved by the PO.
- o. Other building basic services – Provide handyman services (hanging pictures, plaques, whiteboards, and signs, etc. Installing door stops, coat hooks, soap, toilet paper, towel dispensers, etc.), provide building systems support (fire alarm, sprinkler, HVAC, etc.) and escorting for other NRC Contractors performing O&M-related building projects up to \$1,500 in labor or material per task.

C.7.2 Staff Availability: The Contractor will assure that its staff and sub-contractor staff is available to the buildings at all times. The personnel assigned to the buildings, the personnel providing backup support, and their supervisor must maintain instantaneous communication (cellular telephone, radio, etc.) to allow contact by the Government, 24 hours per day, 7 days per week.

On the takeover date of the contract, the Contractor shall provide the CO and the PO with telephone numbers which may be used at any time to directly contact, as necessary, the FM, DFM, the TS, and CE at their homes or at other locations away from the NRC headquarters buildings. During other than Regular Contractor's Working Hours, one of the managers (FM, DFM, TS or the CE) shall be available to arrive at the NRC headquarters buildings within 1 hour of NRC telephonic notification to respond to emergencies. In addition, the Contractor will provide the Government (PO and the CO) a monthly up to date Contractor manager's on-call list with home and cell phone numbers.

C.7.3 Routine/Non-Critical Work Requests: Routine/non-critical work requests or other services covered by this contract will be completed within 48 hours of receipt of a work request during the Contractor's Core Coverage Hours. The Contractor shall correct the problem, provide service, or have a plan of action within 48 hours of the request (as agreed to by the PO), unless the PO extends time. *Routine* is considered as an inconvenience but otherwise does not affect employee's ability to perform work.

C.7.4 Urgent Work Requests: Urgent work requests or other services covered by this contract section will be completed within 2 hours of receipt of a work request during the Contractor's Core Coverage Hours if possible. If not, the Contractor shall notify the PO immediately and begin providing services, or have a plan of action within 2 hours of the

work request (as agreed to by the PO), unless the PO extends time. *Urgent* requests pose or may cause a major disruption of vital services or adversely impact the missions of NRC.

C.7.5 Emergency/Critical Work Requests: The Contractor shall respond to an emergency/critical work request immediately during the Contractor's Core Coverage Hours and within 1 hour during other than Core Coverage Hours. The time period allowed for correction will be appropriate for the type of request and shall be acceptable to the PO or his/her designee. An *emergency* is where failure presents an immediate danger to the health and safety of building occupants, the general public or the failure of critical functions that support the NRC mission.

C.7.6 Emergency Diversion of Workforce: When emergency conditions exist, such as flooding, fire, natural disaster, or other circumstances, the Contractor shall divert his/her workforce, or such part thereof as deemed necessary by the PO or his/her designee from their normal duties to meet the condition. When the CO or his/her designee advises that emergency conditions no longer exist, the employee(s) shall be directed by the Contractor to return to their normal duties, and the Contractor shall not be penalized for the portion of the normal daily work which otherwise would have been performed.

## C.8 MAINTENANCE

C.8.1 Work Included: Maintenance is the work undertaken to keep a facility premises and its contents in good repair and efficient working order to agreed acceptable standards. Maintenance includes, but is not limited to, the processes/procedures necessary to maximize the efficient operation and the useful life of equipment, systems, and structures. It includes the responsibility for the care, quality, and management of the work undertaken within the NRC headquarters buildings to ensure services are provided in a way that assures the highest level of employee customer satisfaction and fiscal responsibility to the taxpayers.

C.8.2 Equipment and Systems: Facility premises and contents, as defined, include but are not limited to:

- a. air-conditioning equipment and systems
- b. air-handling/distribution equipment and systems
- c. aviation warning lights
- d. domestic water equipment and systems
- e. drinking water systems - units (point of use systems)
- f. electrical equipment, overhead and task lighting, and transformer switchgear systems
- g. fire protection and detection equipment and systems, fire suppression and extinguishers
- h. heating equipment and systems
- i. HVAC system controls and energy management systems



- j. sanitary sewage equipment and systems
- k. storm drainage equipment and systems (interior and exterior)
- l. underground utility systems
- m. cafeteria utility systems
- n. curtain wall systems
- o. architectural and structural systems
- p. parking garage and ground level parking facility
- q. convenience store, child care center, fitness center, jogger shower, and credit union facility systems
- r. electrical drop down projection screens
- s. *above-ground glass structure connecting the OWFN and TWFN buildings (Link)*
- t. conference room moveable partitions
- u. OWFN cafeteria refrigeration, cooking equipment, dishwasher equipment, **cafeteria exhaust hoods, fans, ducts and other Government-owned equipment (excluding sink strainers)**
- v. **TWFN kitchen/cafeteria exhaust hoods, fans, ducts, refrigeration equipment. Refrigeration equipment includes walk-in coolers/freezers, ice machines and stand alone coolers/freezers.**
- w. outside furniture and structures, exterior lighting, driveways, bollard security systems, (excludes landscaping)
- x. OWFN elevator, power stabilization transformers

See Notifications and Reports Sections C.6.4 f, g, and h.

The revised equipment labeling plan, incorporating the GSA's guide numbers, will be approved by the PO within 14 calendar days after submission. Equipment identification numbers shall be permanently affixed to the equipment by means of professional stenciling or other PO-approved method.

A joint inspection of the NRC headquarters facilities, grounds, equipment, and operating systems shall be conducted by the Contractor and PO prior to each contract option period renewal. The Contractor shall be liable for the correction of all deficiencies associated with the Contractor's responsibility for maintaining the facilities, grounds equipment, building equipment, and operating systems under the basic contract services.

- C.8.3 **Maintenance Program**: The Contractor shall adhere to the maintenance program that is reflected in the manufacturer's standards, GSA Guide Card standards or the Contractor's proposed Plan of Operation (whichever is most stringent). Any changes to the maintenance program shall be continually updated in the monthly report.
- C.8.4 **Repair Threshold**: Individual operational adjustments, repairs or replacements due to malfunctions, or breakdowns that do not exceed \$1,500 per incident for labor, replacement parts and/or material, are the sole responsibility of the Contractor. The Contractor shall report any need for a repair which will exceed the \$1,500 labor, parts

and material threshold, to the PO, CO or his/her designee(s) immediately. The Contractor shall not start work on any repair where labor, parts and material are above the \$1,500 threshold, until ordered to do so by the PO, CO or his/her designee(s) (if the Government chooses to use the Contractor as opposed to an outside source). All prime Contractor indirect and/or mark-up costs shall have been considered or included in the price for basic contract services in the normal work to be performed under this contract (e.g., overhead, general and administrative costs, profit and supervision) and, therefore, shall not be applied to reimbursable services under the set amount of projected reimbursable services in this contract.

a. Examples of who is responsible for a repair/work order:

1. Cost of Supplies, Parts and Materials	\$1,100
Cost of Labor	300
<b>Total Cost:</b>	<b>\$1,400</b>

The Contractor is responsible for the entire repair since labor, supplies, parts and materials are \$1,500 or less.

2. Cost of Supplies, Parts and Materials	\$300
Cost of Subcontracted/Specialty Labor	1,100
<b>Total Cost:</b>	<b>\$1,400</b>

The Contractor is responsible for the entire repair since subcontracted/specialty labor, supplies, parts and materials are \$1,500 or less.

3. Cost of Supplies, Parts and Materials	\$1,300
Cost of Labor	300
<b>Total Cost:</b>	<b>\$1,600</b>

The Contractor is responsible for the first \$1,500 of the repair and the Government is responsible for the balance of the repair (\$100) since labor, supplies, parts and materials are over \$1,500, only after the PO, CO or his/her designee(s) have authorized the repair.

b. Determination of type of repair will be made by the PO, CO or his/her designee(s):  
In the event of a dispute with the PO, CO or his/her designee(s), the Contractor may appeal the decision to the CO.

c. Reimbursable Services:

1. Services covered under this category may have the same definition as those stated above or may be defined as installation of new non-replacement equipment, upgrades and or modification to existing equipment. The cost of labor, supplies, parts, and materials will be the responsibility of the Government. These criteria shall apply to each individual repair task that may be required.

2. The PO, CO or his/her designee(s) may, at their discretion, direct the Contractor to perform repairs within this category as part of the services to be provided under the terms of this contract. However, the Contractor will be compensated for these repair services as follows:
  - a. For reimbursable repairs, the Contractor shall submit a proposal reflecting labor category hours and labor, parts and material costs to accomplish a reimbursable service. If services are to be subcontracted, the Contractor shall be required, to obtain and supply documentation of three bids from potential subcontractors with the proposal. This will apply to all repairs over \$3,000 unless otherwise directed by the CO.
  - b. In establishing a value for a reimbursable repair, the Government will only consider the direct costs. Direct is defined as parts or materials consumed, and labor effort expended at the place of performance, actually touching the end product, and necessary for the work. The labor rates to be used in negotiations will be those awarded on the basic contract. All prime Contractor indirect and/or mark-up costs shall have been considered or included in the price for basic contract services in the normal work to be performed under this contract (e.g. O/H, G&A, profit and supervision) and, therefore, shall not be applied to reimbursable services under the set amount of projected reimbursable services in this contract. If the Contractor is requested/required to obtain three bids, the Contractor shall not include bid preparation or proposal costs to the proposed cost of the task.
  - c. The Contractor shall report any need for repairs within this category to the PO, CO or his/her designee(s), but shall not initiate such work until directed to so do by the CO or his/her designee(s). The Contractor shall furnish the PO with an itemized written estimate of the labor hours and the cost of parts and materials which may be required to complete any repair in this category.
  - d. When authorized to perform a repair within this category, the Contractor shall ensure that each person involved in the repair signs in and out on a log established for that purpose and is provided with the request for payment.
  - e. All orders for repair work within this category will be placed or confirmed as shown below:

Repairs greater than \$1,500 will be confirmed on a written Order for Supplies or Services. The order will describe the service to be provided and will establish the maximum number of hours and amount of material costs for which the Contractor will be compensated. The ceilings specified in the order shall not be exceeded without the approval of the CO or his/her designee(s), and a modification to the order, with the same

requirements as listed above in paragraph (a) for the issuance of the order.

3. The Contractor shall be required to make repairs made necessary by reason of negligence or misuse of the equipment under this contract by persons other than the Contractor, his/her representatives and employees, or by reason of another cause beyond the control of the Contractor, except ordinary wear and tear. This is commonly referred to as tenant damage or vandalism. Repairs under this paragraph are reimbursable repairs and will be performed as listed in paragraphs a. and b. above.

C.8.5 Specialized Services: The incumbent is required to provide only experienced and certified personnel and is furthermore encouraged to utilize outside contractors to carry out specialized servicing and inspections in areas where independence or expertise is deemed critical.

C.8.6 Equipment Replacement Standards: Substandard equipment components shall not be used or modifications made to the building systems unless approved by PO, CO, or his/her designee(s).

C.8.7 Water Treatment Program:

- a. The Contractor shall provide all equipment, chemicals, filters and services required to control corrosion, scale, algae, bacteria, and slime in all heating and air-conditioning equipment and systems throughout the facilities.
- b. The Contractor shall submit for review a report to the PO, CO or his/her designee(s) on the initial water analysis and prescribed water treatment program within 15 calendar days of the start of the contract. The Contractor shall also submit monthly supplemental reports by the 5<sup>th</sup> working day of the month subsequent to any analyses or changes required in the treatment program.
- c. The PO, CO, or his/her designee(s) reserve the right to review the amount and type of chemicals being used to verify proper treatment is being accomplished.
- d. The Contractor warrants that the chemicals employed in the water treatment program, when used in accordance with the manufacturer's instructions will not endanger the health or safety of persons coming into contact with the materials and will not harm personnel, damage the environment or real property.

C.9 **SPECIFIC WORK REQUIREMENTS**

C.9.1 Provisions:

- a. Unless otherwise specified below, O&M of all mechanical and electrical systems as required herein shall be regarded as basic contract services.
- b. If for any reason, the Contractor cannot perform the specified services below, the Government reserves the right to have the services performed by other than the Contractor and by doing so does not breach or otherwise violate the contract. The Government may have services completed at the Contractor's expense, and adjustments will be made on the Contractor's billings up to an amount equal to or less than the maximum, expenditure limit.
- c. Unless otherwise specified below, Excellent Performance Bonuses and Poor Performance Deductions will be administered quarterly as follows:

1. Excellent Performance Bonus (Routine/Non-Critical):

The Contractor shall refer to Section G. Contract Administration Data and Excellent Performance Bonus Payment Provisions and Section G. Excellent Performance Bonus Acknowledgment in the contract for provisions applicable to the specific work requirements described under this Section of the contract.

The Contractor's billings will be adjusted for Excellent Performance for routine/non-critical services. Bonuses given by the Government for Excellent Performance are located in the attached Performance Work Summary (Refer to Attachment 1).

2. Poor Performance Deduction (Routine/Non-Critical):

The Contractor shall refer to Section G.3 Data for Poor Performance Deduction Payment Provisions and Section G.3 for Poor Performance Deduction Acknowledgment in the contract for provisions applicable to the specific work requirements described under this Section.

The Contractor's billings will be adjusted for Poor Performance for routine, critical, emergency and services. Deductions taken by the Government for Poor Performance are located in the attached Performance Work Summary (Refer to Attachment 1).

#### C.9.2 General Maintenance:

- a. At least once during the first year of this contract, and as necessary to maintain the appearance of the rooms, doors and equipment, the Contractor shall paint (excluding air handling rooms) the mechanical rooms, shops and storerooms, including the floor and equipment, in the established color scheme. Painting shall be performed at a time approved by the PO.

- b. The Contractor shall perform all work with minimum interference to the Government operation and personnel. The Contractor shall schedule with the PO, not less than 24 hours in advance, all temporary outages of any utility services or security equipment and fire alarm systems required for the performance of work using a NRC Building Permit. All outages required after Government's Regular Work Hours and affecting Government operations, shall be approved by the PO unless otherwise specified. The Contractor shall place a "repair pending notice" at the repair site for any pending repair that is not completed by the end of the Contractor's Regular Work Hours. The Contractor shall note the repair to be made, the technician's name and a point of contact within the contractor's organization for questions. The Contractor shall replace all furniture to its original position after completing all repair or maintenance services in a work site. The Contractor shall not remove, without prior approval, any papers or personal belongings in the work site when performing repairs or maintenance service.
- c. The Contractor shall maintain an adequate storage of spare parts, materials, supplies and expendable items to ensure uninterrupted operation of the buildings. The Contractor shall also have access to readily available sources of supply parts, materials, and supplies to ensure uninterrupted operation of the buildings. The Contractor shall also have a vehicle on site to allow the pickup of parts, materials, and supplies to ensure uninterrupted operation of the buildings.
- d. The quarterly maintenance and repair work load will be calculated by the number of daily or weekly reports due, number of and classification type of repairs required, the total quarterly repair orders plus condition of all mechanical rooms; shops and storerooms and the status of equipment identification for all equipment and systems.

C.9.3 Preventative Maintenance:

- a. All PM of critical equipment shall be performed only by journeyman level qualified personnel who are fully knowledgeable and experienced in inspecting, testing, and maintaining buildings similar to NRC headquarters and have a minimum of 3 years of field experience. Testing work on high and low voltage electrical power distribution systems shall be performed only by Master level electricians, accredited as certified by the National Electrical Testing Association or equivalent testing organizations or licensed by State officials approved by the PO, and have a minimum of 3 years of field experience. The journeyman level mechanics may be assisted by qualified helpers in conformity with local trade practices. All PM shall be performed during the Contractor's Regular Working Hours with the exception of any equipment that shall disrupt service to the building. Performance of maintenance on this equipment shall be conducted after 6:00 p.m. Monday through Friday and anytime on weekends and holidays. The costs for all PM performed during this period shall be considered Basic Contract Services up to \$1,500 per PM. Any costs above \$1,500 per PM will be borne by the Government as a Reimbursable Work Request. The Contractor shall

notify the Government one month prior to scheduled PM work over the \$1,500 threshold with the appropriate requests and estimate(s).

It is estimated that 50 percent of PM must be completed after hours (after 6:00 p.m.) and equipment back in services by 5:00 a.m. (Monday - Friday), or at a reasonable time as agreed to by the PO.

b. Performance Requirement:

The Contractor shall submit to the PO 60 calendar days after contract operations takeover a schedule of the basic services PM to be completed during the following year. The Contractor shall perform PM services for each piece of equipment and system listed in the Equipment Inventory List. The Contractor shall adhere to the PM schedule and standards that is reflected in the manufacturer's standards, GSA Guide Card standards or the Contractor's proposed PM plan of operation (whichever is most stringent). The Contractor shall provide a written explanation to the PO for review and approval when the Contractor has determined that deviation from these standards is necessary in performing PM services. Within 60 days after starting services the Contractor will provide a PM deficiency identification and abatement program including a schedule to complete identified deficiencies.

- c. The Contractor shall use an automated computer system, accessible to the Government during the contract period, with copy, read and print access only which contains relevant historical information, inventory listings, to provide the monthly and quarterly electronic report status of complete and incomplete PM, and other electronic reports needed to support the Contractor's Preventive Maintenance Plan. The Contractor shall provide the Government, at contract expiration, with software, licenses and data used for the Contractor's automated system to include the PM program. See Notifications and Reports Section C.6.4.m.1.
- d. The Contractor shall inspect all fired and unfired pressure vessels (tanks) annually. The Contractor shall post the completed inspection certificate or other form approved by the PO on or near the fired and unfired pressure vessels. The Contractor shall, subject to the dollar thresholds specified herein, correct all deficiencies identified during PM inspections.
- e. The quarterly PM workload will be calculated by the number of quarterly PM items. Schedule of monthly/quarterly PM items is provided by the Contractor.

C.9.4 Repairs That Do Not Exceed \$1,500:

- a. A repair is defined as work required preventing a breakdown of a piece of equipment or systems, or the restoration of service after a breakdown or failure of equipment or system. Additionally, a repair is defined as all architectural and structural maintenance and repair services which shall prevent damage and premature

deterioration to equipment, architectural and structural components. This does not include equipment and systems design changes, modifications, or upgrades.

b. Performance Requirement:

The Contractor shall perform all required equipment, systems, and architectural and structural repairs identified as a result of the Contractor's quality control inspection activities, the Government's quality assurance surveillance activities, and through FIXIT requests. The Contractor shall be responsible for the first \$1,500 for the cost of any repair. For those repairs where the cost is above \$1,500, the Government shall be responsible for reimbursing the Contractor for the cost in excess of the first \$1,500 (refer to Section C.8.4). Should the decision be made to replace equipment in lieu of repair, the Contractor shall be responsible for the first \$1,500 cost for replacement of the equipment. The Contractor is not responsible for these costs when the reason equipment is replaced are for non-repair reasons such as equipment upgrade. The Contractor shall coordinate the scheduling of all repair services with the PO.

- c. The total quarterly maintenance and repair workload will be calculated by the number of and classification type of repairs required. Total quarterly FIXIT trouble calls less duplicate requests, less recall requests for work not completed, less requests that are outside the scope of the contract (e.g., Cleanit request, elevator problems, and kitchenette equipment repair request, etc.) equals the total quarterly workload.

C.9.5 Repairs Exceeding \$1,500:

- a. The Government reserves the right to have any repair exceeding \$1,500 performed by other than the Contractor and by so doing does not breach or otherwise violate the contract. For those repair costs above \$1,500 that will be reimbursed by the Government under the reimbursable services portion of this contract, the Government reserves the right to furnish any or all parts, materials and/or supplies to the Contractor as GFP. In the event the Government authorizes the Contractor to furnish parts, materials, and/or supplies, the price shall be on the basis of established catalog or list prices in effect, less all applicable discounts. However, in no event shall such price be in excess of the Contractor's price paid or the current market price, whichever is lower.

b. Performance Requirement:

The Contractor shall perform all required equipment, systems, and architectural and structural repairs identified as a result of the Contractor's quality control inspections, Government's inspections and through FIXIT requests. The Contractor shall obtain prior written approval from the CO in performance of repairs exceeding \$3,000. The Contractor shall submit a complete cost estimate proposal to the PO for approval of repairs exceeding \$1,500. The Contractor shall submit the proposal to the PO within



24 hours after determining that a repair exceeding \$1,500 is required or within a timeframe agreed upon between the PO and the Contractor.

- c. In the case of any emergency repair job, it is the CO's discretion to authorize the Contractor to proceed without written approval. In the event the Contractor, while performing repairs (\$1,500 or under), determines that the cost shall exceed the \$1,500 repair limit, the Contractor shall first obtain PO approval for work over \$1,500 and CO approval for over \$3,000 before continuing such repair work. If the Contractor proceeds without having first obtained approval, the Government shall not be liable for reimbursement to the Contractor for the amounts in excess of \$1,500. The Contractor shall be responsible for the first \$1,500 for the cost of any repairs in this category under the fixed price basic services portion of this contract. Costs for repairs above \$1,500 will be reimbursed by the Government under the reimbursable services portion of this contract (refer to Section C.8.4). However, if it is determined by the PO that a repair to equipment, systems, and components is required due to the Contractor's failure to properly operate, maintain, and service the equipment, systems, and components, the Contractor shall be responsible for all costs associated with these repairs. The Contractor shall accomplish repairs above \$1,500 within the time specified on the Work Order issued by the PO/CO, or as mutually agreed to between the Contractor and the PO/CO. The Contractor shall notify the PO 24 hours in advance of any work that is to be performed that would be disruptive to building occupants or interfere with normal building operations.
- d. The total quarterly maintenance and repair workload will be calculated by the number of and classification type of repairs required. Total quarterly FIXIT trouble calls less duplicate requests, less recall requests for work not completed, less requests that are outside the scope of the contract (e.g., Cleanit request, elevator problems, and kitchenette equipment repair request, etc.) equal the total quarterly workload.

#### C.9.6 Water Treatment:

- a. All water treatment services as required herein shall be regarded as basic contract services. The Contractor shall refer to the MSDS section in performance of the water treatment services under this contract.

- b. Performance Requirements:

The Contractor shall perform water sample analyses for all the NRC headquarters buildings heating and air-conditioning equipment and systems, including chilled water and condenser water for both open and closed systems, in accordance with ASHRAE and industry water chemistry standards. The Contractor shall provide equipment, chemicals, and services, including application services, required to control corrosion, scale, algae, bacteria and slime in all the NRC headquarters buildings heating and air-conditioning equipment and systems, including chilled water and condenser water for both open and closed systems. The Contractor shall

notify the PO 1 day in advance of performing all water samples. The Contractor shall provide a qualified chemist to test and analyze each water sample. The Contractor shall provide the following information to the PO:

- Complete name, address and telephone number of the certified chemist who shall be conducting the water analysis;
- Identification of system from which sample was taken; and,
- Date and time water sample was taken.

The Contractor shall conduct two types of analyses, an initial and a monthly water sample analysis.

1. Initial Water Analysis and Treatment:

The Contractor shall conduct an Initial Water Analysis for each system within the first 15 calendar days after the effective date of the contract. The Contractor shall provide the PO with proposed Water Treatment Plan, within 20 business days after the effective date of the contract, which includes, as a minimum, the following:

- a. Treatment(s) specifically formulated for each type of system according to the recommendations of a qualified chemist.
- b. Treatment(s) which shall prevent the buildups of adherent mineral deposits (scale) on the heat transfer surfaces of the particular piece of equipment or system.
- c. A corrosion control program which shall consist of using suitable inhibitors and Potential of Hydrogen (pH) control.
- d. Treatment(s) to prevent Legionella Pneumophila (Legionella Disease Bacterium), using an EPA-registered cooling tower biocide. Information concerning biocide treatment methods, materials, and sources shall be submitted to the PO for approval before use.
- e. Manufacturer's name, address, and hot-line telephone number of each chemical to be used in the treatment (MSDS sheets).
- f. Active ingredients and concentration of each chemical to be used in the treatment.
- g. Proposed feed rate of the chemical treatment to the system.

- h. Residual of treatment to be maintained in the system.
- i. Test method for determination of chemical treatment residual.
- j. A warranty that the chemicals to be used in the water treatment program shall have no detrimental effect on the metallic, nonmetallic, and wood materials in the equipment being treated. Chemicals must be in compliance with current water pollution regulations of Montgomery County, State of Maryland, and the EPA.

The Contractor shall implement the proposed Water Treatment Plan upon receipt of a written approval of the Water Treatment Plan by the PO. The Contractor shall submit to the PO, after completion of the water treatment services set forth in the Water Treatment Plan, a written certification that the Contractor has complied with the chemist's recommendation. The Contractor shall develop and maintain a written log which details all chemicals used, quantity and field test control. This log shall be included in the monthly report due on the 5<sup>th</sup> of each month.

2. Monthly Water Analysis and Treatment:

The Contractor shall conduct monthly water analyses, after completion of the initial water analyses treatment described in Section C.9.6.b.(1) above, to ensure the effectiveness of the prescribed water treatment program. The Contractor shall collect two sets of water samples. In coordination with the PO, samples shall be immediately submitted after collection to the PO for Government testing. One set shall be submitted to the Contractor's qualified chemist for analysis. The Contractor shall submit the Chemist's Report containing all pertinent information relative to the conditions found in the sample, as well as recommendations on required water treatment, to the PO in the monthly report, after the monthly testing. The Contractor shall immediately implement the chemist's recommended water treatment (NOTE: unless otherwise directed, prior PO approval is not required to implement the treatment). The Contractor shall submit a written certification to the PO that the Contractor has complied with the chemist's recommendation, and document the details of all chemicals used in a Water Treatment Log, after completion of the treatment. The Contractor shall maintain a chemistry log of all analyses to monitor treatment trends.

c. Acceptable Performance Level:

The Contractor shall perform all required water analyses for the building equipment and systems within the schedule specified in the Contractor's Water Treatment Plan. The water quality shall be maintained within an acceptable tolerance as determined by ASHRAE and industry water chemistry standards.

C.9.7 Architectural and Structural Maintenance/Repairs Services:

a. Architectural and structural maintenance services required herein shall be regarded as basic contract services. Critical components are defined as all architectural and structural elements that are essential for operation of the buildings without disruptions in services, and are required to ensure a healthy and safe working environment for building occupants.

b. Performance Requirements:

The Contractor shall provide all labor, equipment, and materials necessary to perform all architectural and structural scheduled and unscheduled maintenance and repairs to the interior and exterior of the NRC headquarters buildings to include the following components:

1. exterior and interior walls, ceramic tile, grout, granite and marble panels
2. roofing, soffits and flashing
3. ventilators (and other items that pierce the wall or roof)
4. windows, sky lights, atriums, transoms, doors (including automatic sliding doors), hardware, and mechanical room dividers
5. sidewalks, steps and handrails, driveways, speed bumps, roads, curbing, parking areas, patios, fencing and exterior stairways (including painting of curbs and parking strips)
6. concrete floors, carpeting, resilient tile, ceramic tile, granite, terrazzo and all stone flooring
7. interior stairways and handrails
8. ceilings and ceiling tile and gypsum wallboard ceilings
9. venetian and vertical blinds shades and curtains
10. restroom fixtures, including lighting fixtures and counter tops
11. mirrors
12. elevator shafts
13. flagpoles stabilizers and flag hardware

14. OWFN and TWFN internal and external signs and fixtures (excluding the TWFN business sign)
15. other internal and external hardware and structural steel components
16. daycare playground equipment and structures
17. above-ground glass structure connecting the NRC headquarters buildings
18. wall repair patching and painting (includes touch-up painting)
19. caulking or re-grouting of all joints and seams

c. Acceptable Performance Level:

The Contractor shall perform all required scheduled and unscheduled architectural and structural repair and maintenance to NRC headquarters facilities to the acceptable level as defined herein. The acceptable level of maintenance is defined as the level of maintenance which shall preserve the equipment and buildings in unimpaired operating condition, i.e., above the point where deterioration shall begin, thereby diminishing the normal life expectancy of the equipment. The level of maintenance shall assure that the property shall have no missing components or defects which affect the safety, appearance, or intended use of the facility or would or could potentially prevent any electrical, mechanical, plumbing, or structural system from functioning in accordance with design intent. Corrected or repaired work shall be carried through to completion, including patch work, touch-up painting and/or operational checks. The quality of the work and the repaired areas shall be fully compatible with adjacent surfaces or equipment. All replacements shall match existing components/items in dimensions, materials, quality of work, finish, color, and design as close as possible and as agreed to by the PO. During and at completion of work, debris shall not be allowed to spread into adjacent areas nor accumulate in the work area itself. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and/or at the end of each day while work is in progress. Upon completion of work, any stains, or other unsightly marks shall be removed. Wherever the term "appearance" is used in this or subsequent paragraphs, it shall be construed to mean an appearance similar to the original finished appearance with only minor deterioration resulting solely from normal use. The Contractor shall perform all architectural and structural maintenance repairs for damages caused by others (such as scratches and holes in wall from carts). The Contractor shall apply a sufficient number of coats of painting to achieve complete coverage in performing touch up painting after maintenance or repairs have been completed to the interior and exterior of the facilities. Touch-up painting must completely blend with existing paint and may require complete painting of existing wall or surface. The monthly architectural and structural maintenance and repair work load will be calculated by the number of and classification type of repairs

required and time to completion for each scheduled work and total monthly Fixit trouble calls less duplicate requests less recall requests for work not completed less requests that are outside the scope of the contract, (e.g., Cleanit request, elevator problems, floor kitchen equipment repair request, etc. will be used as part of the total workload).

**C.9.8 Parking Garage Management Services:**

a. Parking garage management services as required herein shall be regarded as basic contract services. The Contractor shall provide all personnel and materials required to operate the Government parking garage located on levels P1 - P4 of the OWFN building and P1 - P5 of the TWFN building. Section B of the contract reflects the monthly unit price for the Contractor's parking facilities management services. The Contractor shall submit a line item cost for parking management included with the basic services invoice at the beginning of each month for the previous month's services.

b. Operation/Management Procedures and Performance Requirements:

The Contractor shall operate and manage the parking garage in accordance with the procedures set forth in the "White Flint North Parking Procedures" (Attachment 2). The Contractor shall control access to the garage in such a manner to ensure that no part of the parking garage is used for the parking of unauthorized vehicles. The Contractor shall monitor all vehicles coming into the parking garage to ensure that access is granted to authorized vehicles only 5:00 a.m. to 4:00 p.m. Monday through Friday (except Federal holidays). Authorized vehicles include those with current monthly or annual permits, visitors, and other employees as described in the "White Flint North Parking Procedures." The Contractor shall ensure that the policies set forth in the "White Flint North Parking Procedures" are implemented between 5:00 a.m. to 4:00 p.m.

c. Acceptable Performance Level:

The Contractor shall perform all "White Flint North Parking Procedures" requirements for the NRC headquarters buildings.

**C.9.9 Service Requests:**

a. The Contractor shall refer to Sections C.6.4.j and C.6.4.k for their responsibilities in performing its daily survey of the operation of the NRC headquarters equipment and systems and for service requests which may result in repair work. In addition, the PO may issue a request to the Contractor at any time, to investigate and/or to take any necessary corrective action. Service requests are referred to throughout this section as FIXIT service requests. The Contractor will receive FIXIT service requests on its computer hardware and software. When responding to a FIXIT and

the occupant is not present at his or her workstation, the Contractor shall leave a "company calling card" that includes the technician's name, action taken or to be taken, date, time, service ticket number, and how the Contractor should be contacted for follow-up action or question.

b. Types of FIXIT Service Requests:

FIXIT service requests are classified as Emergency (including total building emergency), Urgent, or Routine, as detailed below:

1. Emergency:

Emergency calls shall be regarded for purposes of this contract as those FIXIT service requests in which the work consists of correcting failures which, in the judgment of the CO or PO, constitute an immediate danger to the health and safety of building occupants or the general public and will cause a critical equipment failure keeping the NRC from completing its mission. There will be instances where emergency service will be requested through email or telephone but will be followed up with a FIXIT request. Examples of emergencies include, but shall not be limited to, broken water pipes; gas, oil, chemical or other noxious vapor leaks; major air conditioning or heating failure; overflowing toilet; electrical power outages; electrical problems which have the potential to cause fire or shock; building damage caused by terrorist attacks; national emergencies and any service request from the OWFN 16, 17, or 18 floor.

Performance Requirement:

In the instance where the CO or PO shall designate a FIXIT, e-mail or telephone communications service request as an "Emergency," the Contractor shall report to the site of the emergency immediately following verbal and/or written notification during Regular Contractor's Working Hours, or within one hour following notification during other than Regular Contractor's Working Hours, including weekends and holidays. Upon arrival at the site, the Contractor shall correct the problem within 1 hour or as agreed upon between the Contractor and the PO. If efforts to complete correction of the emergency problem extend beyond the conclusion of the Contractor's Regular Working Hours, the Contractor shall remain at the site until correction of the problem is completed and the problem shall be regarded as a basic contract service. If, however, the work cannot be completed due to circumstances beyond the fault or control of the Contractor as determined by the Government, the Contractor and the PO shall mutually agree upon a new completion schedule. Any material not on-hand and necessary to resolve the problem shall be obtained expeditiously via the Contractor's vehicle for local pickup, courier or overnight delivery. If a completion schedule cannot be agreed upon, the CO may issue a unilateral decision for a completion time for the effort.

Total Building Emergency:

In the event of a total building emergency, which shall include but not be limited to, fires, civil demonstrations, bomb threats, floods, explosions, earthquakes, enemy attacks, hazardous spills or other similar emergencies as determined by the PO, the PO shall be designated as the "Facilities Technical Advisor" in accordance with the OEP (to be provided at the Bidder's Library / Question and Answer (Q&A) Sessions for Individual Offerors and at time of award). Upon the PO's notification of a total building emergency to the Contractor, the FM shall immediately, during the Contractor's Regular Working Hours or within 1 hour during other than Contractor's Regular Working Hours, report to the Command Center as directed by the PO. For fire alarm event, the Command Center shall be set up by the PO on the first floor lobby of OWFN opposite the guard's desk and outside the Fire Control Room in TWFN for the Damage Control Team to receive information regarding the total building emergency from the PO. For all other events, the PO will notify the FM the location of the Command Center. The PO shall provide technical direction to the FM to coordinate that Damage Control Team's assistance throughout the emergency. The Damage Control Team is designated as Contractor employees under the supervision of the FM who are needed to provide technical assistance during the total building emergency.

Damage Control Team:

The Damage Control Team's responsibility shall include, but not be limited to, providing assistance to the local fire department and/or other emergency response teams, securing the mechanical and electrical systems as directed by the PO, operating fire control and alarm systems, verifying the operation integrity of the fire protection systems. Within 2 hours following each building emergency or false alarm, the Contractor shall attend or chair a "lessons learned" meeting and 24 hours afterwards submit to the PO a report detailing the facts of the emergency, actions taken, problems identified, and any lessons learned with corrective actions to be taken.

Occupant Emergency Plan:

The Contractor shall ensure that all of the Contractor's employees are familiar with NRC headquarters OEP (to be provided at the Q&A Sessions for Individual Offerors and at time of award). On the effective date of the contract, and on a semi-annual basis thereafter, the Contractor shall conduct training sessions to ensure that the Contractor's employees are familiar with their assignments as a member of the Damage Control Team. The Contractor shall submit a written notification to the PO, within 5 business days after completion of each training session, to certify that training of all its employees has been successfully



completed. On an annual basis, the NRC Emergency Coordinator shall schedule orientation sessions with the Government in which the FM, DFM, TS and CE shall participate. During these sessions, the FM or DFM, shall be responsible for describing the fire protection system to the evacuation monitors and shall conduct tours of the NRC headquarters buildings for the purpose of demonstrating the fire protection system.

2. Urgent:

Urgent calls shall be regarded for purposes of this contract as those events generating FIXIT, service requests occurring during Contractor's Regular Working Hours which pose or may cause a major disruption of vital services or impact the missions of the agency. Examples of urgent calls include, but are not limited to, inoperative electrical circuits, flush valve stuck open, security door not closing, and failed A/C units in critical service areas.

Performance Requirement:

The Contractor shall arrive at the site within 30 minutes and correct the problem within 3 hours or less. If efforts to complete correction of an urgent problem extend beyond the conclusion of the Contractor's Regular Working Hours, the Contractor shall recommence the work at 5:00 a.m. on the following workday.

If, however, the work cannot be completed due to circumstances as determined by the Government to be beyond the fault or control of the Contractor, the Contractor shall enter a request for extension in the FIXIT system and the PO and Contractor shall mutually agree upon a new completion schedule. Any material not on-hand needed to resolve the problem shall be obtained expeditiously via the Contractor's vehicle for local pickup, courier or overnight delivery. If a completion schedule cannot be agreed upon, the CO may issue a unilateral decision for a completion time for the effort.

3. Routine:

Routine calls shall be regarded, for purposes of this contract, as all remaining FIXIT service requests occurring during Contractor's Regular Working Hours and not designated as emergency calls or urgent calls as described above (inconvenience but otherwise does not affect usual service).

Performance Requirement:

The Contractor shall respond promptly after receipt of a routine call, and complete the work within 48 hours. If, however, the work cannot be completed within 48 hours due entirely to circumstances beyond the fault or control of the Contractor, the Contractor shall enter a request for extension in the FIXIT system

and the PO and Contractor shall mutually agree upon a new completion schedule. If a completion schedule cannot be agreed upon, the CO may issue a unilateral decision for a completion time for the effort.

c. Reporting Requirements for FIXIT Service Requests:

The Contractor is required to closeout each service request daily (as completed) to include the date and time the Contractor responded to the FIXIT service request, a description of the problem, corrective action taken, the date and time corrective action was completed, the name of personnel who corrected the problem, total staff hours expended, a description and cost of any materials/supplies used, and the name of Contractor personnel who performed the quality control inspection. Closeout of FIXIT service request where the work has not been completed is unacceptable. The Contractor's service personnel must assure that the requested repair or service is completed. If there are questions to the nature or location of the requested repair or service, the Contractor is to contact the requestor in person, by telephone or email and verify the information so the requested repair or service can be completed. If the time to complete the request is longer than the time allotted by the classification of request and due to incorrect or incomplete information provided by the requestor, the Contractor should request an extension.

- d. The total quarterly service request workload will be calculated by the number of and classification type of repairs required. The total quarterly FIXIT trouble calls received during the subject quarter, plus incomplete FIXITs from previous quarters, less duplicate requests, less recall requests for work not completed, less requests that are outside the scope of the contract (e.g., Cleanit request, elevator problems, floor kitchen equipment repair request, etc.), less reimbursable work order (RWO) work equal the total quarterly workload.

C.9.10 Plan of the Day Report:

The Contractor shall provide a typed "POD Agenda Report" to the PO on or before 12 p.m. (Noon) each workday per Notifications and Reports Section C.6.4.t as detailed in the contract. This report shall provide a full description of the next business day's scheduled activities and reports of the morning tours to include, but not be limited to:

- a. scheduled PM
- b. reimbursable contract services
- c. scheduled repairs
- d. subcontractor's activities (specify company name, nature and location of work)
- e. electric, gas, and water meter readings from the morning tour
- f. daily and overnight critical areas and equipment tour inspections
- g. copy of the overnight logbook entries

Morning Report:

The Contractor shall by 7:15 a.m. Monday through Friday, send to the PO an email report certifying:

- a. the operability of critical equipment
- b. current and predicted weather conditions for the day
- c. wet bulb temperature
- d. operational status of all chillers
- e. problems identified with immediate action taken and planned corrective action for OWFN and TWFN
- f. subcontractor's activities (specify company name, nature and location of work);
- g. today's scheduled PM
- h. completed repairs from the previous day
- i. status of key and scheduled personnel
- j. weekly quality control tours (lighting, air handler rooms and restrooms)

C.9.11 Reimbursable Contract Services (Work Orders):

Work orders will be issued for work required by the NRC in accordance with Federal Acquisition Regulation 52.216-18 - Ordering. Only Contracting Officers of the NRC or other individuals specifically authorized under this contract may authorize the initiation of work under this contract. The provisions of this contract shall govern all delivery orders issued hereunder.

a. General:

Upon receipt of a work order from the PO, CO, or authorized individual the Contractor shall perform reimbursable contract services in accordance with the guidance set forth herein. The Contractor shall secure all permits whenever required. The Contractor shall assure that the work is compatible with, and shall not adversely affect, the facility structure, electronic security alarm systems, fire and safety systems, and mechanical electrical systems. All work shall be performed in accordance with applicable national and local codes, as well as GSA and industry standards and practices which include, but are not limited to, the National Electrical codes and the NFPA codes. All reimbursable contract services for painting not covered under basic contract services shall be performed in accordance with the standard methods of measurements (STANDARD METHODS OF MEASUREMENTS FOR PAINTING). The Contractor shall manage resources so that the performance of reimbursable contract services shall not adversely impact the provision of basic contract services. The Contractor shall provide documentation that substantiates the actual costs incurred for performance of reimbursable services when billing the Government for payment.

b. Pricing for Reimbursable Contract Services:

Contractor personnel will be utilized. The total cost of work orders shall consist of actual labor and direct costs (parts, materials, supplies). When submitting reimbursable cost proposals, the Contractor shall include the labor categories for those individuals performing the work and for those individuals providing security escort services when such efforts are required. These labor categories are subject to approval by the PO.

c. Types of Reimbursable Contract Services:

The following lists the types of reimbursable contract services which are not included in the price for the "Basic Contract Services," but may be required throughout the period of performance under this contract:

1. Expansion of services currently required under this contract into periods of a business day or additional business days not envisioned under the contract as now written, or services of a magnitude greater than that envisioned under the contract herein.
2. Repair amounts exceeding \$1,500 (direct cost) to the Contractor in accordance with Section C.8.4.
3. Other:
  - a. Upgrades of equipment or systems.
  - b. Additional costs resulting from revision, supplement, and/or amendment of forms and publications.
  - c. Correction of deficiencies as specified in Section C.6.6.
  - d. Continued performance of this contract to run concurrently with PIPO period extending beyond the existing period of performance of this contract.
  - e. Services to accomplish miscellaneous jobs of a trade or mechanical nature requested by the PO and not covered by basic services or exceeding the thresholds.
  - f. Services needed at NRC buildings in the local Washington Metropolitan area other than the NRC headquarters buildings. Refer to Section C.3.2.1. These services are not covered under the basic service section of this contract. Current labor rates, profit and overhead, parking costs, and Government mileage reimbursement applies and travel time will be covered under current

labor rates. Administrative costs for bid preparation may not be past to the Government. A parking space shall be provided at the NRC headquarters outside parking area for the parking of a service vehicle to be used for commuting to and between the remote NRC-leased buildings and picking up parts. Service calls are anticipated to be performed once a week except for emergency calls but can be requested by the PO/CO for other times.

d. Work Orders That Do Not Exceed \$3,000:

The PO shall place work orders that do not exceed \$3,000 using expedited processing procedures. Copies of these procedures shall be provided by the PO directly to the Contractor.

e. Work Orders That Exceed \$3,000:

The following procedures shall apply for all work orders issued by the CO that exceed \$3,000.

1. Upon receipt of a written solicitation by the PO or CO, which shall give details of specific work requirements, the Contractor shall submit one copy of a technical and cost proposal to both the PO and the CO. The technical portion of the proposal shall reflect, as a minimum, the Contractor's understanding of the work to be done, the applicable hourly labor rate (Refer to Section B. Supplies or Services and Price/Costs as specified in the contract) and any drawings or rough sketches, if necessary, to identify the location and extent of the required work. Should the Contractor require "other direct cost" items for which there is no fixed hourly labor rate, such as materials or subcontractors, the Contractor shall submit price quotations from a minimum of three firms to the CO (exceptions may be granted by the CO).
2. Upon approval of the proposal, the CO shall submit a work order to the Contractor. Any work performed by the Contractor prior to receipt of an applicable authorization from the CO shall be at the Contractor's own risk.
3. The work order shall give the exact location and performance work statement, including room numbers, where applicable, the starting and completion dates, as well as include the applicable hourly labor rate and negotiated other direct costs. The work order shall specify whether or not the work shall be performed during Contractor's Regular Working Hours or other than non-working hours. In extremely urgent circumstances in which time is not available for the Contractor's proposal and the resultant work order, the CO shall direct the Contractor to provide the services either verbally or in writing. When verbal requests by the CO are made, the CO shall, after conferring with the Contractor, provide the Contractor

with a written work order either immediately or at the beginning of the Contractor's Regular Working Hours. In those instances, where the Contractor does not believe that the work order properly reflects its costs, the Contractor may be entitled to an equitable adjustment under the Changes clause of this contract. More detailed procedures will be provided to the Contractor by the PO or CO after contract award. This will not require the execution of a contract modification.