

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING
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2. CONTRACT NO. NRC-10-94-148	3. EFFECTIVE DATE See Block 20	4. REQUISITION/PROJECT NO. ADM-94-148
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5. ISSUED BY Code: U.S. NUCLEAR REGULATORY COMMISSION DIVISION OF CONTRACTS & PROP. MGT. Technical Acquisition Branch #2 MAIL STOP T7-E41 WASHINGTON, DC 20555	6. ADMINISTERED BY Code: (If other than Item 5) US NUCLEAR REGULATORY COMMISSION DIVISION OF CONTRACTS & PROP. MGT. Technical Acquisition Branch 2 MAIL STOP T7-E41
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7. NAME AND ADDRESS OF CONTRACTOR
Schindler Elevator Corporation
12000 Indian Creek Court
Suite C
Beltsville, MD 20705-1258

Principal Investigator/Technical
Contact: N/A
Telephone No:

8. DELIVERY
[] FOB ORIGIN
[X] OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT
N/A

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM: 6

11. SHIP TO/MARK FOR CODE
N/A

12. PAYMENT WILL BE MADE BY CODE
US NUCLEAR REGULATORY COMMISSION
DIV. OF ACCOUNTING & FINANCE,
MD. NATIONAL BANK BLDG., RM 11104
WASHINGTON DC 20555

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION
[] 10 U.S.C. 2304(c) [] [X] 41 U.S.C. 253(c)[1]

14. ACCOUNTING AND APPROPRIATION DATA
FIN NO: B1452-4; B&R NO.: 44020-613-112; BOC: 252A;
APP: 31X0200; AMOUNT: \$273,336

15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
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See Continuation Sheet
See Schedule

15G. TOTAL AMOUNT OF CONTRACT \$273,336.00

EXCEPTION TO STANDARD FORM SF26 (REV. 4-85) Prescribed by GSA
FAR(48 CFR) 53.214(a)

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PDR CONTR
NRC-10-94-148 PDR

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X SEC	DESCRIPTION	PAGE(S)
	16. TABLE OF CONTENTS	
	PART I - THE SCHEDULE	
A	SOLICITATION/CONTRACT FORM	
B	SUPPLIES OR SERVICES AND PRICES/COSTS	
C	DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	
D	PACKAGING AND MARKING	
E	INSPECTION AND ACCEPTANCE	
F	DELIVERIES OR PERFORMANCE	
G	CONTRACT ADMINISTRATION DATA	
H	SPECIAL CONTRACT REQUIREMENTS	
	PART II - CONTRACT CLAUSES	
I	CONTRACT CLAUSES	
	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
J	LIST OF ATTACHMENTS	
	PART IV - REPRESENTATIONS AND INSTRUCTIONS	
K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
M	EVALUATION FACTORS FOR AWARD	

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print) <i>Wm. Partridge Res. Sales Mgr.</i>	20A. NAME OF CONTRACTING OFFICER
19B. NAME OF CONTRACTOR by <i>SCHINDLER ELEV. CORP.</i> (Signature of person authorized to sign) <i>W. Partridge</i>	20B. UNITED STATES OF AMERICA by <i>C. J. Wiggins</i> (Signature of Contracting Officer)
19C. DATE SIGNED <i>5/6/94</i>	20C. DATE SIGNED <i>5/6/94</i>

EXCEPTION TO STANDARD FORM 26 (REV. 4-85)

TABLE OF CONTENTS

PAGE

AWARD/CONTRACT

PART I - THE SCHEDULE. 3

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS. 3

 B.1 PROJECT TITLE. 3

 B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) 3

 B.3 SUPPLIES/SERVICES/PRICES 3

 B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE 5

 (JUN 1988)

 B.5 PERFORMANCE INCENTIVE PROVISIONS 5

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT. 7

 C.1 STATEMENT OF WORK. 7

SECTION D - PACKAGING AND MARKING. 15

 D.1 PACKAGING AND MARKING (MAR 1987) 15

SECTION E - INSPECTION AND ACCEPTANCE. 16

 E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) 16

 E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987). 16

SECTION F - DELIVERIES OR PERFORMANCE. 17

 F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) 17

 F.2 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR 17

 RESEARCH AND DEVELOPMENT (APR 1984)

 F.3 PLACE OF DELIVERY--REPORTS (JUN 1988). 17

 F.4 DURATION OF CONTRACT PERIOD (MAR 1987) 18

 ALTERNATE 2 (MAR 1987)

 F.5 REPORTING REQUIREMENTS 18

SECTION G - CONTRACT ADMINISTRATION DATA 20

 G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY. 20

 ALTERNATE 1 (JAN 1993)

 G.2 REMITTANCE ADDRESS (MAR 1987). 21

SECTION H - SPECIAL CONTRACT REQUIREMENTS. 22

 H.1 NRCAR 2052.204-71 SITE ACCESS BADGE. 22

 REQUIREMENTS (JAN 1993)

 H.2 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE 22

 PROTECTION (JAN 1993)

 H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED. 23

 (JUN 1988)

 H.4 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS 23

PART II - CONTRACT CLAUSES 24

SECTION I - CONTRACT CLAUSES 24

TABLE OF CONTENTS		PAGE
I.1	52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988) . . .	24
52.225-17	BUY AMERICAN ACT - SUPPLIES UNDER JAN 1994	25
	EUROPEAN COMMUNITY AGREEMENT	
I.2	52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT. . . .	26
	INTEGRITY--MODIFICATION (NOV 1990)	
I.3	52.217-9 OPTION TO EXTEND THE TERM OF THE	28
	CONTRACT (MAR 1989)	
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		29
SECTION J - LIST OF ATTACHMENTS.		29
J.1	ATTACHMENTS (MAR 1987)	29

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Elevator Maintenance for Two White Flint North Building

[End of Clause]

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide all services and supplies necessary for the maintenance, operation, and repair functions of the nine Schindler elevator systems in the Two White Flint North building, located at 11545 Rockville Pike, Rockville, Maryland, (TWFN).

[End of Clause]

B.3 SUPPLIES/SERVICES/PRICES

BASE YEAR

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
1	Maintenance/Repair of all Elevators - 365 days a year, 24 hours a day including all Federal Holidays and overtime callbacks for repairs.	12	Month	\$2530.89	\$22,778 p/month
TOTAL AMOUNT BASE YEAR				\$273,336	

OPTION YEAR ONE

ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
2	Maintenance/Repair of all Elevators - 365 days a year, 24 hours a day including all Federal Holidays and overtime callbacks for repairs.	12	Month	\$1581.44	\$14,233 p/month
Total				\$170,796	
2(a)	On-site Maintenance mechanic	12	Month	\$ 949.44	\$8545

B.3 (Continued)

Total				\$102,540	
TOTAL AMOUNT OPTION YEAR 1				\$273,336	
OPTION YEAR TWO					
ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
3	Maintenance/Repair of all Elevators - 365 days a year, 24 hours a day including all Federal Holidays and overtime callbacks for repairs.	12	Month	\$1649.44	\$14,845 p/month
Total				\$178,140	
3(a)	On-site Maintenance mechanic	12	Month	\$ 995.34	\$8,958 p/month
Total				\$107,496.48	
TOTAL AMOUNT OPTION YEAR 2				\$285,636	
OPTION YEAR THREE					
ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
4	Maintenance/Repair of all Elevators - 365 days a year, 24 hours a day including all Federal Holidays and overtime callbacks for repairs.	12	Month	\$1720.37	\$15,483 p/month
Total				\$185,800	
4(a)	On-site Maintenance mechanic	12	Month	\$1043.42	\$9,400 p/month
Total				\$112,689	
TOTAL AMOUNT OPTION YEAR 3				\$298,489	
OPTION YEAR FOUR					
ITEM	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
5	Maintenance/Repair of all Elevators - 365 days a year, 24 hours a day including all Federal Holidays and overtime callbacks for repairs.	12	Month	\$1894.35	\$16,149

B.3 (Continued)

	Total		\$193,789.80	p/month
5(a)	On-site Maintenance mechanic	12	Month	\$1093.81 \$9,844
	Total		\$118,131	p/month
	TOTAL AMOUNT OPTION YEAR 4		\$311,921	
	TOTAL AMOUNT FOR BASE AND ALL OPTIONS		\$1,442,718	

The fixed prices listed above include all parts and materials.

It is agreed and understood between the parties that as long as the option for the maintenance mechanic is exercised at the same time as the maintenance/repair option in each option year, the option may be exercised unilaterally. In the event, the NRC determines that it will exercise the option for the maintenance/repair only, and not the option for the on-site maintenance mechanic, a bilateral modification will be required.

[End of Clause]

B.4 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$273,336.00.

[End of Clause]

B.5 PERFORMANCE INCENTIVE PROVISIONS

The Government shall pay the contractor amounts as specified herein, for exceptional elevator reliability in meeting the standard performance requirements for elevator outages. The amounts calculated in accordance with the following chart and payable to the contractor, are in addition to the total contract price. In addition, the total contract price shall be adjusted in accordance with the deduction amount set forth for six (6) or more outages (See Clause F.2).

No. of Outages	Contract Adjustment	Maximum Bonus (all 9 cars)
0	+\$5,000 per car, per year	\$45,000.00
1	+\$4,000 per car, per year	\$36,000.00

B.5 (Continued)

2	+3,500 per car, per year	\$31,500.00
3	+\$2,500 per car, per year	\$22,500.00
4	+\$1,500 per car, per year	\$13,500.00
5	\$0	\$0

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK

C.1.1 Elevator Service

All elevator services as required herein shall be regarded as basic contract services. Basic services shall be provided 365 days a year, 24 hours a day.

The Contractor shall maintain elevator in the TWFN building in a safe operating condition and at a level which shall preserve the equipment and systems in a unimpaired operating condition, i.e., above the point where deterioration will begin, thereby diminishing the normal life expectancy of the equipment and systems.

The Contractor shall maintain all assigned machinery spaces, shops and storerooms at the TWFN building in a clean and orderly manner. When work is performed in any of these areas, the Contractor's personnel shall clean up all debris and leave the area in a presentable condition. The machinery room including floor and the equipment located within the machinery rooms shall be painted as necessary, in the established color scheme, to maintain the appearance of the room and equipment. Equipment identification shall be maintained. Operating supplies such as packing, lubricants, rags, cleaners, etc., shall be properly secured in containers and stored in accordance with National Fire Protection Association recommendations.

When maintenance or repair work is to be done which requires opening or dismantling of elevator components and equipment, the Contractor shall provide the Project Officer (PO) with 24 hours of oral or written advance notice that includes a definite date and time that the work is proposed to be performed, so that the PO may be available to inspect the components and equipment before, during and after the work is performed. All such work shall be performed after normal NRC hours. If the Contractor has to, for whatever reason, change the pre-established date and time, the Contractor shall immediately notify the PO with a revised date and time. At the PO's discretion, the PO may be available during the Contractor's performance of maintenance or repair work and the PO shall advise the Contractor each time of his intention to be or not to be present. Whenever it becomes necessary to remove elevator components, equipment, and/or elevators from service for the purpose of dismantling, repair and/or maintenance, the Contractor shall first obtain the PO's written approval. Upon receipt of the PO's approval, and prior to initiating maintenance or repair of the elevator, the Contractor shall place "Out of Service" signs at each landing that the elevator serves. All maintenance, adjustment, repairs, or tests which requires the elevator to be taken out of service shall be performed Monday through Friday between 6pm and 6am

C.1 (Continued)

and at anytime on weekends and holidays.

The Contractor shall maintain each elevator in such a manner to ensure that there are no more than five outages (e.g., shutdown or entrapment) per elevator, per year. An outage is defined as when the elevator is not moving due to mechanical, equipment, or software failure. An outage which is caused by circumstances that are beyond the control of the Contractor, e.g., fire, explosion, theft, weather, flood, riots, civil commotion, war, vandalism or act of God will not be counted against the limit of five outages per elevator per year. In addition, if the Contractor determines that a failure which could cause an entrapment, threaten the health and safety of passengers or damage the elevator system is imminent, and cannot wait to be performed after NRC regular working hours, the Contractor shall notify the PO immediately and obtain authority to proceed with the required maintenance from the CO. Such preventive maintenance will not be counted against the limit of five outages per elevator per year.

C.1.2 Personnel Requirements

The Contractor shall assign sufficient elevator personnel to ensure timely completion of maintenance and expedite response to service calls and repairs. The mechanic shall be fully qualified to maintain the Schindler elevator system. The mechanic must have successfully completed the training course offered by the equipment manufacturer and be experienced in the maintenance of such systems.

The contractor shall assign sufficient personnel to ensure that one (1) elevator mechanic is on-site between the hours of 6:00 am and 6:00 pm every working day. The mechanic shall be responsible for the timely completion of maintenance and expedite response to service calls and repairs. The mechanic shall be fully qualified to maintain Schindler elevator system at TWFN. The mechanic must have successfully completed the training course offered by the equipment manufacturer and be experienced in the maintenance and repair of such systems. This mechanic is included in the base year and will be included in the option years, if option 2(a), 3(a) and 4(a) are exercised.

To ensure that the Commercial Facility Management (On-site Building Operating Company) FM and TM, and their backups, are familiar with the procedures for taking the elevators out of service, the elevator mechanic shall train the FM and the TM, and their backups, during the orientation period of the contract. The Contractor shall submit to the PO within one day after training has been conducted, written certification that the FM and the TM are capable of safely removing malfunctioning elevators out of service.

C.1.3 Inspection and Tests

In conducting all required inspections and tests, the following shall apply:

C.1 (Continued)

(1) The Contractor shall schedule all inspections and tests with the elevator inspector and shall submit the schedule to the PO for the PO's prior written approval.

(2) In preparation for any test, the Contractor shall ensure that all equipment is in proper operating condition.

(3) The Contractor shall assure that all inspections and tests are performed in accordance with the National American Standard Safety Code for Elevators and Escalation A17.1 (current edition), and Inspection Manual A17.2 as well as any Federal, State, and local codes.

(4) The Contractor and the qualified elevator mechanic shall accompany the elevator inspector and the PO during all elevator inspection and tests.

C.1.3.1. Five-Year Governor Safety and Buffer Test (During Option Year Four)

NOTE: This Five-Year Governor Safety and Buffer Test is to be performed only during Option Year Four as a basic contract service. Therefore, the total price for elevator maintenance for Option Year Four includes the cost of performing this test.

The Five-Year Governor Safety and Buffer Test shall be performed within 45 calendar days after the beginning of the fifth year of the contract period. Upon completion of this test, the Contractor shall promptly correct all defects found by the Inspector. Upon completion of the corrections, the Contractor shall provide a written report to the PO of the date of the tests, deficiencies found by the Inspector, and the corrective actions taken by the Contractor. Upon correction of all deficiencies, the Contractor shall obtain the updated certificates, with appropriate signature, from the Inspector. The certificate shall be countersigned by the Contractor's elevator mechanic. The GSA Form 55 or approved substitute form shall be displayed in the appropriate compartment in the corresponding elevator(s).

C.1.3.2. Annual Elevator System Evaluation

(1) Within 60 days after the effective date of the contract and on an annual basis thereafter (upon the NRC's exercise of each option to extend the period of performance), the Contractor shall conduct an annual evaluation of the entire elevator system, to be performed by a factory engineer or adjuster who has been factory-trained. Within 15 days after completion of the evaluation, the Contractor shall provide a written report to the PO which certifies that all components and systems are operating at peak performance and as originally designed. The report shall include the following:

- (a) Schindler, or comparable, "Computer-Check" analysis;
- (b) brake to brake flight times;

C.1 (Continued)

- (c) door operating speed (open and closing) and pressure;
- (d) door operating times (Stand Open/Transfer Time); and
- (e) actual conditions as compared to "designed" performance.

(2) After the report has been submitted to the PO, the Contractor shall correct all adjustments within 30 days and major repairs within 90 days. The Contractor shall provide the PO with a schedule for all such work.

C.1.4 Service Calls for Repairs

During other than Regular NRC's Working Hours, (Monday through Friday 6:00 p.m. - 6:00 a.m. and anytime on weekends and holidays), the PO's representative (NRC Security Officer) shall contact the Contractor by telephone to notify the Contractor of an elevator service calls. The Contractor shall respond in accordance with Sections C.1.4.1 and C.1.4.2 below. The Security Officer shall also contact the FM or TM for information purposes only.

Between 6:00 a.m. - 6:00 p.m. weekdays, the PO shall verbally notify the Contractor of all elevator service calls. The Contractor shall respond in accordance with with Sections C.1.5.1 and C.1.5.2 below. Upon the PO's verbal notification, the elevator mechanic shall respond to the elevator in question, and provide a verbal report to the PO regarding the elevator problem.

As a minimum, the verbal report shall identify the problem, the corrective action to be taken, and the actual work performed to correct the problem. The report shall be submitted to the PO within 30 minutes after the work has been completed. At the discretion of the PO, the contractor shall be required to immediately take the elevator in question out of service. In addition, the PO reserves the right to determine the following classifications of an elevator repair service calls: emergency or routine.

C.1.4 1. Emergency Service Calls

The elevator mechanic shall respond to all emergency service calls within 30 minutes. Upon arrival at the site, the elevator mechanic shall correct the problem immediately. If, however, the work cannot be completed because of circumstances beyond the fault or control of the elevator mechanic, the Contractor and PO shall mutually agree upon a new completion schedule. If completion schedule cannot be agreed upon, the Contracting Officer may issue a unilateral decision for completion of repairs. Emergencies shall include but not be limited to entrapments, erratic elevator performance which threatens the health and safety of passengers, and erratic performance which could cause damage to the elevator components and systems.

C.1 (Continued)

C.1.4.2 Routine Service Calls

The elevator mechanic shall respond to routine calls for elevator service within 3 hours of notification from the PO. Routine calls shall be regarded as all remaining elevator service calls. Upon arrival at the site, the elevator mechanic shall correct the problem immediately. If, however, the work cannot be completed because of circumstances beyond the fault or control of the elevator mechanic, the Contractor and PO shall mutually upon a new completion schedule. If completion of schedule cannot be agreed upon, the CO may issue a unilateral decision for completion of repairs.

C.1.5 Preventive Maintenance

The Contractor shall maintain the elevators to ensure that the maximum number of elevators are always available for use.

All preventive maintenance which requires taking elevators out of service shall be accomplished after NRC's regular working hours.

The Contractor shall perform elevator preventive maintenance, as set forth in the Contractor's Elevator Preventive Maintenance Plan which is incorporated into this contract. Elevator preventive maintenance shall, as a minimum, include following:

(1) A schedule to accomplish preventive maintenance. The Contractor shall use guide cards for elevator maintenance scheduling form GSA's Buildings Maintenance Management Handbook PBS P 5850.1B and in conjunction with respective equipment manufacturers recommendations. Where the Contractor deviates from the GSA's Handbook standards, an explanation for the deviation is required. In the event Guide Cards are not available for a specific piece(s) of equipment, the scheduling of preventive maintenance shall be in accordance with respective manufacturers' recommendations and/or in accordance with the best practices of the industry.

(2) Develop, use and properly maintain a maintenance check chart for each elevator. The check charts shall be posted in the respective elevator machine room. Entries for each chart shall be made by the Contractor to indicate the status of all scheduled items of maintenance performed, and initialed for validity.

(3) Complete GSA Forms 1738, "Preventive Maintenance Control Cards" or approved substitute forms within 24 hours after preventive maintenance is completed.

(4) Maintain the original contract speed for each elevator car, in feet per minute, and the original performance time, which

C.1 (Continued)

includes acceleration and retardation, as designed and installed by the manufacturer. The Contractor shall also perform the necessary adjustments as required to maintain the original door opening and closing time, within limits of applicable codes.

(5) Examine, equalize tension and lubricate, as required, all hoisting ropes. The Contractor shall shorten and/or renew all hoisting ropes, compensating ropes, safety drum and governor ropes and all other wire ropes, pursuant to ANSI A17.1. Red rust (rough) shall be cause for renewing ropes, as may be determined by the PO. The NRC reserves the right to have the Contractor shorten hoisting ropes in the event run-by clearances between counterweight buffer and striker plate become less than six inches. The NRC also reserves the right to have the Contractor maintain the governor tensions sheave(s) at an acceptance minimum from bottoming out. The Contractor shall maintain all buffer piston(s) and guide rails (car and counterweight) free of rust where roller guides are used and properly lubricate where sliding guides are reinstalled. NRC reserves the right to have Contractor coat all buffer piston(s) and guide rails with "Prussian Blue" (dye), without additional cost, where appropriate to prevent oxidation.

(6) Inspect all elevator-related equipment and system(s) including all equipment areas every two weeks. The Contractor shall replace defective receptacles, light fixtures, light sockets, burned out lamps, signal lights and accessory equipment, and fluorescent tubes as soon as they are found. Incandescent hatchway and pit lighting shall be 130 volt maximum, 60 watt.

(7) Check all telephone conductors within the hatchway and elevator cab biweekly with deficiencies reported immediately to the PO.

(8) Ensure that a complete set of standard size, legible schematic wiring diagrams, sequence of operation and parts manual applicable to the particular types or types of equipment being maintained under this contract are located in the machine room. The material shall remain the property of the government upon expiration of the contract for the fixed price shown in Section B.3, of this contract.

C.1.6 Repairs

A repair is defined as work required to prevent a breakdown of the elevator system, or the restoration of service after a breakdown occurs. Additionally, a repair is defined as all architectural and structural maintenance and repair services which will prevent damage and premature deterioration to architectural and structural components. All costs for repairs are included in the basic contract price. The Contractor shall

C.1 (Continued)

identify required repairs through an established inspection program, and report such repairs to the PO with a completion schedule. In addition, upon receipt of a Work Request Ticket from the PO, the Contractor shall perform all repairs identified therein. All repairs which require taking elevators out of service to prevent a breakdown shall be accomplished after NRC's regular working hours. All repairs to restore service after a breakdown occurs shall be accomplished immediately in order to put the elevator back in service expeditiously. All parts and materials required for repairs are included in the fixed price of this contract. Repairs not covered by the maintenance contract will be any items malfunctioning due to vandalism, misuse of equipment, abuse, accidents, and anything which is beyond the control of the elevator contractor.

C.1.7 Quality Control Requirements

The Contractor shall establish and submit a Quality Control Plan (QCP) within five calendar days after the effective date of this contract and apply the quality control requirements as set forth below. Any proposed updates or changes to the QCP shall be submitted to the PO for prior written approval.

The Contractor shall provide one copy of the updates or changes each to both the CO and the PO within five days of the PO's written approval.

The quality control requirements include the following:

- (1) A thorough description of the Contractor's inspection system covering all the services to be provided. The inspection system shall specify the areas and items to be inspected on either a scheduled or unscheduled basis, how often inspections shall be accomplished, the standard against which the inspection shall be performed, and the title of the individual who shall perform the inspection.
- (2) The methods and standards for identifying and preventing substandard or faulty performance of the various services required under this contract before the level of performance fails to meet performance standards.
- (3) The nature of remedial action to be taken in specified situations, the period of time within which such action will be taken, and the plans for reevaluation to assure compliance with the performance requirements of this contract.
- (4) The methods to be used to ensure proper inspection of work performed during periods other than Regular Contractor's Working Hours, such as night repairs.

C.1 (Continued)

All quality control inspections shall be certified personally by contractor. The Contractor shall maintain on-site (TWFN) records of all quality control inspections conducted by the Contractor, findings of those inspections, a log of necessary corrective/remedial actions taken, and follow up activities. The NRC may inspect these records at any time.

[End of Clause]

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

[End of Clause]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	JUL 1985
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	FEB 1992
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

[End of Clause]

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

[End of Clause]

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.212-13	STOP-WORK ORDER	AUG 1989
52.212-15	GOVERNMENT DELAY OF WORK	APR 1984

[End of Clause]

F.2 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (APR 1984)

- (a) If an individual elevator sustains outages above 5, for each outage, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, the sum of \$1,000.00 per outage, per elevator.
- (b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default-Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.
- (c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

[End of Clause]

F.3 PLACE OF DELIVERY--REPORTS (JUN 1988)

The items to be furnished hereunder shall be delivered, with all charges paid by the Contractor, to:

F.3 (Continued)

(a) Project Officer (2 copies)

U S Nuclear Regulatory Commission
One White Flint North, MAIL STOP 2B7
ROCKVILLE, MD 20852

(b) Contracting Officer (1 copy)

[End of Clause]

F.4 DURATION OF CONTRACT PERIOD (MAR 1987)
ALTERNATE 2 (MAR 1987)

This contract shall commence on 4/11/94 and will expire on April 10, 1995. The term of this contract may be extended at the option of the Government for an additional 4 years.

[End of Clause]

F.5 REPORTING REQUIREMENTS

All forms for reporting requirements shall be approved by the Project Officer. The Contractor shall submit the following reports regarding elevator service:

(1) Five days prior to the beginning of each month, the Contractor shall submit for PO approval, a monthly schedule of planned preventive maintenance. The schedule shall identify equipment, with the date and time of the planned preventive maintenance.

(2) Within 24 hours after preventive maintenance has been completed, the Contractor shall provide in writing to the PO a preventive maintenance certification report. The report shall list the preventive maintenance completed, the date completed, deficiencies discovered while performing the preventive maintenance and action taken to correct the deficiency. If no deficiencies are discovered, a written negative report shall be submitted.

(3) Within five days after the end of each month, a monthly service call report indicating all service call work performed for each elevator shall be submitted to the PO. This report shall include, as a minimum, the following information:

(a) Date and time the Contractor received the service call from the PO;

(b) type of service requested from the PO;

F.5 (Continued)

- (c) location (floor) where the problem occurred;
- (d) number of the elevator;
- (e) date and time the elevator mechanic arrived at the elevator;
- (f) the name of the mechanic;
- (g) description of the problem and the corrective action taken;
- (h) date and time the elevator was returned to service; and
- (i) amount of time required to correct the problem.

(4) Within 10 working days after the end of each month, a monthly progress report indicating all preventive maintenance work performed for each elevator shall be submitted to the PO. This progress report shall include a consolidated list of all deficiencies corrected during the reporting period. Also, a copy of the Preventive Maintenance Control Cards shall accompany the monthly progress work.

(5) The PO shall verbally inform the Contractor of elevator repairs and service calls which requires a mechanic to make an on-site visit. An NRC Work Request Ticket, with a detailed description of the problem will be completed by the PO. Upon arrival to OWFN the contractor shall pickup the NRC Work Request Ticket from the PO.

Within one hour after the completion of the repair or service call, the Contractor shall return the NRC Work Request Ticket to the PO. The ticket shall contain sufficient details regarding the time the mechanic arrived to the worksite, the corrective action taken, the date and time the corrective action was completed, and the total number of staff hours and material cost expended to correct the problem.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 NRCAR 2052.215-72 PROJECT OFFICER AUTHORITY
ALTERNATE 1 (JAN 1993)

- (a) The contracting officer's authorized representative, hereinafter referred to as the project officer for this contract is:

Name: KENNETH McDOW

Address: U S NUCLEAR REGULATORY COMMISSION
ONE WHITE FLINT NORTH
MAIL STOP 2B7
ROCKVILLE, MD 20852

Telephone Number: (301)504-2154

- (b) The project officer shall:
- (1) Monitor contractor performance and recommend to the contracting officer changes in requirements.
 - (2) Inspect and accept products/services provided under the contract.
 - (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (c) The project officer may not make changes to the express terms and conditions of this contract.

[End of Clause]

G.2 REMITTANCE ADDRESS (MAR 1987)

Remittance address is as follows:

Name: Schindler Elevator Corporation

Address: P. O. Box 93050
Chicago, IL 60673-3050

[End of Clause]

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NRCAR 2052.204-71 SITE ACCESS BADGE
REQUIREMENTS (JAN 1993)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

[End of Clause]

H.2 NRCAR 2052.235-72 SAFETY, HEALTH, AND FIRE
PROTECTION (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property and shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. In the event that the contractor fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work; thereafter, a start order for resumption of work may be issued at the discretion of the contracting officer. The contractor shall make no claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

[End of Clause]

H.3 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUN 1988)

The Government will not provide any equipment/property under this contract.

[End of Clause]

H.4 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS

Each employee of the contractor or any subcontractor performing services under this contract who is covered by the collective bargaining agreement (CBA) between Schindler Elevator Corp. and Local 10, International Union of Elevator Constructors, AFL-CIO, dated July 9, 1992 - July 8, 1997 is to be paid wage rates and fringe benefits set forth in the CBA.

[End of Clause]

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (JUN 1988)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	SEP 1991
52.203-1	OFFICIALS NOT TO BENEFIT	APR 1984
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1985
52.203-7	ANTI-KICKBACK PROCEDURES	OCT 1988
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	SEP 1990
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JAN 1990
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	NOV 1992
52.210-5	NEW MATERIAL	APR 1984
52.210-7	USED OR RECONDITIONED MATERIAL, RESIDUAL INVENTORY, AND FORMER GOVERNMENT SURPLUS PROPERTY	APR 1984
52.215-1	EXAMINATION OF RECORDS BY COMPTROLLER GENERAL	FEB 1993
52.215-2	AUDIT - NEGOTIATION	FEB 1993
52.215-22	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	JAN 1991
52.215-24	SUBCONTRACTOR COST OR PRICING DATA	DEC 1991
52.215-26	INTEGRITY OF UNIT PRICES Alternate I (APR 1991)	APR 1991
52.215-27	TERMINATION OF DEFINED BENEFIT PENSION PLANS	SEP 1989
52.215-33	ORDER OF PRECEDENCE	JAN 1986
52.215-39	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	JUL 1991

I.1 (Continued)

NUMBER	TITLE	DATE
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	FEB 1990
52.219-13	UTILIZATION OF WOMEN-OWNED SMALL BUSINESSES	AUG 1986
52.220-3	UTILIZATION OF LABOR SURPLUS AREA CONCERNS	APR 1984
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	APR 1984
52.222-3	CONVICT LABOR	APR 1984
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION	MAR 1986
52.222-26	EQUAL OPPORTUNITY	APR 1984
52.222-35	AFFIRMATIVE ACTION FOR SPECIAL DISABLED AND VIETNAM ERA VETERANS	APR 1984
52.222-36	AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS	APR 1984
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA	JAN 1988
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	JUL 1990
52.225-11	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	MAY 1992
52.225-17	BUY AMERICAN ACT - SUPPLIES UNDER EUROPEAN COMMUNITY AGREEMENT	JAN 1994
52.227-1	AUTHORIZATION AND CONSENT	APR 1984
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	APR 1984
52.227-3	PATENT INDEMNITY	APR 1984
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	SEP 1989
52.229-4	FEDERAL, STATE, AND LOCAL TAXES (NONCOMPETITIVE CONTRACT)	JAN 1991
52.232-1	PAYMENTS	APR 1984
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	APR 1989
52.232-11	EXTRAS	APR 1984
52.232-17	INTEREST	JAN 1991
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	SEP 1992
52.232-28	ELECTRONIC FUNDS TRANSFER PAYMENT METHODS	APR 1989
52.233-1	DISPUTES Alternate I (DEC 1991)	DEC 1991
52.233-3	PROTEST AFTER AWARD	AUG 1989

I.1 (Continued)

NUMBER	TITLE	DATE
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-13	BANKRUPTCY	APR 1991
52.243-1	CHANGES - FIXED-PRICE Alternates I, II, III (APR 1984)	AUG 1987
52.244-5	COMPETITION IN SUBCONTRACTING	APR 1984
52.246-25	LIMITATION OF LIABILITY - SERVICES	APR 1984
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	APR 1984
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

[End of Clause]

I.2 52.203-9 REQUIREMENT FOR CERTIFICATE OF PROCUREMENT INTEGRITY--MODIFICATION (NOV 1990)

- (a) Definitions. The definitions set forth in FAR 3.104-4 are hereby incorporated in this clause.
- (b) The Contractor agrees that it will execute the certification set forth in paragraph (c) of this clause when requested by the Contracting Officer in connection with the execution of any modification of this contract.
- (c) Certification. As required in paragraph (b) of this clause, the officer or employee responsible for the modification proposal shall execute the following certification:

CERTIFICATE OF PROCUREMENT INTEGRITY--
MODIFICATION (NOV 1990)

(1) I, [Name of certifier] STEPHEN F. RYAN, am the officer or employee responsible for the preparation of this modification proposal and hereby certify that, to the best of my knowledge and belief, with the exception of any information described in this certification, I have no information concerning a violation or possible violation of subsection 27(a), (b), (d), or (f) of the Office of Federal Procurement Policy Act, as amended* (41 U.S.C. 423), (hereinafter referred to as "the Act"), as implemented in the FAR, occurring during the conduct of this procurement (contract and modification number).

(2) As required by subsection 27(e)(1)(B) of the Act, I

I.2 (Continued)

prior to the suspension of section 27 (i.e., prior to December 1, 1989), the Contractor shall ensure that an individual who has so certified is notified that section 27 has been reinstated. These certifications shall be maintained by the Contractor for a period of 6 years from the date a certifying employee's employment with the company ends or, for an agency, representative, or consultant, 6 years from the date such individual ceases to act on behalf of the contractor.

- (e) The certification required by paragraph (c) of this clause is a material representation of fact upon which reliance will be placed in executing this modification.

[End of Clause]

I.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 1989)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option provision.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

[End of Clause]

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 ATTACHMENTS (MAR 1987)

Attachment Number	Title
1	Billing Instructions

05/24/94

PROCUREMENTS AWARDED SINCE JUNE 1, 1993
NEW AWARDS ARE SHOWN AS MOD 00

PAGE 20

CONTRACT NUMBER MOD NUMBER
10-94-148-000 00

TITLE
ELEVATOR MAINTENANCE FOR THE TWO WHITE FLINT
NORTH BUILDING

EXECUTED
05/06/94