

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE 1 OF PA 3

2. AMENDMENT/MODIFICATION NO.

3

3. EFFECTIVE DATE

12/0/1999

4. REQUISITION/PURCHASE REQ. NO.

ADM99141 dtd 11/3/99

5. PROJECT NO. (if applicable)

6. ISSUED BY

CODE

U.S. Nuclear Regulatory Commission
Division of Contracts and Property Mgt.
Attn: T-7-I-2
Contract Management Branch
Washington DC 20555

7. ADMINISTERED BY (if other than Item 6)

Same as block 6.

CODE

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

NVT Technologies, Inc.
21515 Ridgetop Circle
Suite 300

Sterling VA 20166

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
Con# NRC-10-99-141

10B. DATED (SEE ITEM 13)

04-20-1999

CODE

FACILITY CODE

X

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 of 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.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

See Block No. 14.

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) Exercise Option Year 1 (B.4.2 and I.4); mutual agreement of the parties

E. IMPORTANT: Contractor is not, is required to sign this document and return 2 copies to the issuing office.

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

APPN No.: X0200 B&R No.: 04015-511105
JOB CODE: D2316 BOC: 252A Obligated Amt.: \$45,000
JOB CODE: R0123 BOC: 254A Obligated Amt.: \$195,940
JOB CODE: R0125 BOC: 254A Obligated Amt.: \$704,940

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)

V. Thanh Nguyen, President

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

Mary H. Mace
Contracting Officer

15B. CONTRACTOR/OFFEROR

[Signature of V. Thanh Nguyen]

(Signature of person authorized to sign)

15C. DATE SIGNED

11/29/99

16B. UNITED STATES OF AMERICA

BY [Signature of Robert Walker]
(Signature of Contracting Officer)

16C. DATE SIGNED

11/29/99

PDR CONTR NR - 10-99-141
RECEIVED NOV 2 2 1999

SUMMARY OF FUNDING DATA

FY 1999

Job Code	B&R Number	BOC No.	Appropriation No.	Amount
R0125	94015-511105	254A	X0200	\$ 394,290.00
R0123	94015-511105	254A	X0200	\$ 983,107.00
D2316	94015-511105	254A	X0200	\$ 45,833.00
TOTAL				\$1,423,230.00

FY 2000

R0125	04015-511105	254A	X0200	\$704,940.00
R0123	04015-511105	254A	X0200	\$350,000.00
D2316	04015-511105	254A	X0200	\$ 55,000.00
TOTAL				\$1,109,940.00

DESCRIPTION OF CHANGES INCORPORATED BY MODIFICATION NO. 3

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The purpose of this modification is to: (1) exercise Option Year 1 in accordance with Section B.4.2 and I.4 of the contract, (2) increase the firm fixed price by \$896,520, and the obligated amount by \$704,940, (3) increase the estimated ceiling amount for reimbursable utilities by \$1,800,000 and the obligated amount by \$195,940, (4) increase the estimated ceiling for reimbursable work by \$145,000 and the obligated amount by \$45,000, (5) revise the key personnel in Section H, and (6) provide administrative changes. Accordingly, the contract is hereby modified as follows:

1. Section B.5 is revised to reflect the increase in estimated ceiling and obligated amounts, and the incorporation of the estimated cost of utilities and reimbursable work for the option periods. These changes are reflected in the attached replacement page nos. 3-6.
2. Section B.6 is revised to reflect the total ceiling and obligated amounts as a result of the exercise of Option Year 1. These changes are shown in the attached replacement page no. 4.
3. Section H.2 is revised to reflect changes in key personnel. These changes are shown in the attached replacement page no. 76.
4. The following administrative changes are hereby made:
 - Section C.2.5, first paragraph, second sentence, is revised to change the time frame for the completion of IFTs from 2 hours to 5 hours. This revision is reflected in the attached replacement page no. 34.
 - Section C.2.5.1, first paragraph, first sentence, references Section C.3.9. The correct reference is C.2.7 as shown on the attached replacement page no. 35.
 - Section C.2.7.1.A, Performance Requirement, the second paragraph, first sentence, is revised to be consistent with other sections of the contract regarding the time frame in which the contractor has to correct a problem that is designated as an emergency. This correction is reflected in the attached replacement page no. 38.
 - Section C.2.7.1.B, Performance Requirement, the second sentence is revised to be consistent with other sections of the contract regarding the time frame in which the contractor has to correct a problem that is designated as an urgent. This correction is reflected in the attached replacement page no. 39.
 - Section C.3, first sentence, references Section C.3.1 - C.3.10. The correct reference is C.3.1 - C.3.8 which is reflected in the attached replacement page no. 43.
 - Section C.3.8.1 is revised to identify the individuals authorized to issue delivery orders consisted with Section G.2. This revision is reflected in the attached replacement page no. 59.

DESCRIPTION OF CHANGES INCORPORATED BY MODIFICATION NO. 3

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- Section C.3.8.2(b), first paragraph, references Section B.5.B, and the second paragraph, references Section G.6. The attached replacement page no. 60 reflects the correct reference in the first paragraph, and deletes any reference to Section G.6 which does not exist.
- Section E.3, references Section G.4. The correct reference is G.7. The attached replacement page no. 64 reflects the correct reference, and pages 75A and 76 incorporates Section G.7 which was inadvertently omitted at time of award.
- Revise Exhibit 1, 1-K Incidental Facility Tasks (IFTs). The attached replacement page 1-K reflects the revisions.
- Delete Attachment 4 as shown in the attached replacement page no. 90. This attachment is not applicable to the contract.

All other terms and conditions of the subject contract remain unchanged.

A summary of obligations, from the award date, through the date of this modification are provided below:

FY 99 Obligations:	\$1,423,230.00
FY 00 Obligations:	\$1,109,940.00
Cumulative Obligated Amt:	\$2,533,170.00

Section B

Option Year 4-December 1, 2002 - November 30, 2003

	Quantity	Unit	Price	Total
1) Building Mechanical Operations and Maintenance	12	Month	\$ 48,798	\$ 585,576
2) Architectural and Structural Maintenance and Repairs	12	Month	\$ 3,413	\$ 40,956
3) Parking Facilities Management *	12	Month	\$ 15,965	\$ 191,580
4) Incidental Facilities Tasks	12	Month	\$ 7,459	\$ 89,508
TOTAL FIRM FIXED PRICE FOR OPTION YEAR FOUR:				\$ 907,620

GRAND TOTAL FOR BASIC CONTRACT SERVICES: \$4,103,402.00

*The NRC will not obligate funds under this contract for Parking Facilities Management services. Payments to the Contractor for Parking Facilities Management services shall be obtained from monies collected by the Contractor for parking permits.

B.5 TOTAL ESTIMATED COST FOR UTILITIES AND REIMBURSABLE CONTRACT SERVICES

- A. The estimated ceiling for payment of all utilities (Refer to Section C.2.6) for the base period and Option Year 1 is \$2,937,167.00 (\$1,137,167 for base period, \$1,800,000 for Option Year 1). The NRC will incrementally obligate funds for payment of utilities. The Contractor shall be reimbursed for actual costs paid to the utility company for utility services provided at the OWFN and TWFN facilities.
- B. Total funds in the amount of \$1,333,107.00 have been obligated for the payment of utility services for the base period and Option Year 1.
- C. It is estimated that the cost of all utilities is \$1,800,000 per year.
- D. The estimated ceiling for reimbursable contract services for the base period and Option Year 1 is \$200,833 (\$55,833 for base period, \$145,000 for Option Year 1). The NRC will incrementally obligate funds for reimbursable work. The Contractor shall be reimbursed for actual costs for reimbursable services provided at the OWFN and TWFN facilities.
- E. Total funds in the amount of \$100,833.00 have been obligated for the performance of reimbursable contract services for the base period and Option Year 1.
- F. It is estimated that the cost of reimbursable contract services is \$100,000 per year.

The Contracting Officer may unilaterally increase these amounts as necessary during the contract period.

The Project Officer or Contracting Officer may issue work orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall at no time, exceed the contract ceiling. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount is done at the Contractor's sole risk.

B.6 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE

- A. The total ceiling amount for the Firm Fixed Price, reimbursable contract services and payment of utilities for the Base Period and Phase-In/Phase-Out Task is \$1,688,230. The total obligated amount for these services is \$1,587,290.
- B. The total ceiling amount for the Firm Fixed Price, reimbursable contract services, and payment of utilities for Option Year 1 is \$2,841,520. The total obligated amount for these services is \$945,880.

B.7 RATES FOR REIMBURSABLE CONTRACT SERVICES

1. HOURLY RATES

The following rates shall be used in pricing reimbursable contract services. In the event that the Contractor shall be required to perform any basic contract services - or a portion thereof - during other than the Contractor's Regular Working Hours (refer to Section 3.2.1 for Contractor's Regular Working Hours) or on an overtime basis, the following hourly rates shall be used in pricing work orders under this contract:

BASE YEAR:	Regular Hourly Rate	Overtime Hourly Rate
<u>Labor Category</u>		
Electrician	__ 34.28 __	__ 39.18 __
General Mechanic	__ 32.46 __	__ 36.87 __
Facility Manager	__ 40.77 __	__ 40.77 __
Technical Manager	__ 31.42 __	__ 31.42 __
Pipefitter	__ 32.46 __	__ 36.87 __
Stationary Engineer	__ 32.46 __	__ 36.87 __
HVAC Mechanic	__ 32.46 __	__ 36.87 __
Sheet-metal Worker	__ 32.46 __	__ 36.87 __
Carpenter	__ 32.46 __	__ 36.87 __
Painter	__ 32.46 __	__ 36.87 __
Plumber	__ 34.28 __	__ 39.18 __
Helper	__ 24.05 __	__ 31.41 __
General Laborer	__ 24.05 __	__ 31.41 __
Fire Extinguisher Repairer	__ 32.46 __	__ 36.87 __
Parking Attendant	__ 11.91 __	__ 16.09 __

Locksmith	32.46	36.87
Installer/Repairer	32.46	36.87
Architectural Structural Mechanic	32.46	36.87

OPTION YEAR ONE:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	34.28	39.18
General Mechanic	32.46	36.87
Facility Manager	41.91	41.91
Technical Manager	32.28	32.28
Pipefitter	32.46	36.87
Stationary Engineer	32.46	36.87
HVAC Mechanic	32.46	36.87
Sheet-metal Worker	32.46	36.87
Carpenter	32.46	36.87
Painter	32.46	36.87
Plumber	34.28	39.18
Helper	24.05	31.41
General Laborer	24.05	31.41
Fire Extinguisher Repairer	32.46	36.87
Parking Attendant	11.91	16.09
Locksmith	32.46	36.87
Installer/Repairer	32.46	36.87
Architectural Structural Mechanic	32.46	36.87

OPTION YEAR TWO:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	34.28	39.18
General Mechanic	32.46	36.87
Facility Manager	43.09	43.09
Technical Manager	33.16	33.16

OPTION YEAR TWO (CONTINUED):

Pipefitter	32.46	36.87
Stationary Engineer	32.46	36.87
HVAC Mechanic	32.46	36.87
Sheet-metal Worker	32.46	36.87
Carpenter	32.46	36.87
Painter	32.46	36.87
Plumber	34.28	39.18
Helper	24.05	31.41
General Laborer	24.05	31.41
Fire Extinguisher Repairer	32.46	36.87
Parking Attendant	11.91	16.09
Locksmith	32.46	36.87
Installer/Repairer	32.46	36.87
Architectural Structural Mechanic	32.46	36.87

OPTION YEAR THREE:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	___ 34.38	___ 39.18
General Mechanic	___ 32.46	___ 36.87
Facility Manager	___ 44.21	___ 44.21
Technical Manager	___ 34.07	___ 34.07
Pipefitter	___ 32.46	___ 36.87
Stationary Engineer	___ 32.46	___ 36.87
HVAC Mechanic	___ 32.46	___ 36.87
Sheet-metal Worker	___ 32.46	___ 36.87
Carpenter	___ 32.46	___ 36.87
Painter	___ 32.46	___ 32.46
Plumber	___ 34.28	___ 39.18
Helper	___ 24.05	___ 31.41
General Laborer	___ 24.05	___ 31.41
Fire Extinguisher Repairer	___ 32.46	___ 36.87
Parking Attendant	___ 11.91	___ 16.09
Locksmith	___ 32.46	___ 36.87
Installer/Repairer	___ 32.46	___ 36.87
Architectural Structural Mechanic	___ 32.46	___ 36.87

OPTION YEAR FOUR:

<u>Labor Category</u>	Regular Hourly Rate	Overtime Hourly Rate
Electrician	___ 34.38	___ 39.18
General Mechanic	___ 32.46	___ 36.87
Facility Manager	___ 45.39	___ 45.39
Technical Manager	___ 35.00	___ 35.00
Pipefitter	___ 32.46	___ 36.87
Stationary Engineer	___ 32.46	___ 36.87
HVAC Mechanic	___ 32.46	___ 36.87
Sheet-metal Worker	___ 32.46	___ 36.87
Carpenter	___ 32.46	___ 36.87
Painter	___ 32.46	___ 36.87
Plumber	___ 34.28	___ 39.18
Helper	___ 24.05	___ 31.41
General Laborer	___ 24.05	___ 31.41
Fire Extinguisher Repairer	___ 32.46	___ 36.87
Parking Attendant	___ 11.91	___ 16.09
Locksmith	___ 32.46	___ 36.87
Installer/Repairer	___ 32.46	___ 36.87
Architectural Structural Mechanic	___ 32.46	___ 36.87

2. FIXED UNIT PRICES (UNIT PRICE AGREEMENTS)

The Contractor shall perform Unit Price Agreement (UPA) work orders at the unit prices set forth in Attachment No. 12 "Unit Price Schedule" of the Contract. These unit prices include materials, labor and profit per unit of work required.

Surveillance Plan

Random inspections, customer complaints through FIXITs and e-mails.

Liquidated Damges

The Contractor shall refer to Section G.5 ^{5/} Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgement for provisions applicable to the specific work requirements described under this Section C.2.4 PARKING GARAGE MANAGEMENT SERVICES of the contract.

The Contractor's billings shall be adjusted for ^{as} payment of liquidated damages due to the Government for deficiencies as set forth below:

No. of Deficiencies (Per Month)	Amount
0 - 10	\$ 0
11 - 20	\$500

(The Contractor shall be liable for payment of \$500 for every 10th deficiency thereafter.)

C.2.5 INCIDENTAL FACILITY TASKS

Incidental Facility Tasks (IFT) are tasks, such as picture hanging, electrical outlet relocation, replacement of standard building keys, and as further identified in Exhibit 1-1K of the contract. IFTs shall be completed within five hours after commencement of the services. The estimated average material costs in performance of IFTs is \$100.00.

Performance Requirements

The Contractor shall perform and complete all IFTs requested by the Project Officer or Contracting Officer within 72 hours after receipt of the IFTs, unless otherwise specified by the Project Officer or Contracting Officer.

The Contractor shall prepare and submit a weekly report to the Project Officer, on the status of each IFT requested during the one week period. The Contractor shall submit this report to the Project Officer at 6:00 pm on the last work day of each week. The estimated level of effort for performance of IFTs is one staff year for the base year and one staff year for each option period.

C.2.5.1 Procedures

The Project Officer will issue IFTs to the Contractor through the agency's automated FIXIT system and E-mail (Refer to Section C.2.7). Each IFT shall be identified as such in the comment block provided by the FIXIT system, with a brief description of the services required. Each E-mail IFT request will be annotated as an "IFT Requirement". The Project Officer may make a copy of the IFT FIXIT and attach additional information as needed or provide additional guidance by E-mail. IFTs shall be completed within 72 hours, but the PO may establish an expedited schedule for completion of IFTs sooner than 72 hours when urgent, unusual, or emergency situations exist. Should the contractor require an extension for completion which exceeds 72 hours, prior PO approval is required. Completion of IFTs shall be reported and documented using established FIXIT procedures. If the Contractor receives an IFT from an individual other than the PO or CO, the Contractor shall not be obligated to provide the services requested until the PO has confirmed, through the FIXIT System, e-mail, or some other written documentation, that the services requested is an IFT requirement.

The Contractor shall immediately notify the PO if performance of an IFT will exceed the IFT scope herein. Tasks determined by the PO to be outside the scope of IFTs shall be processed using the reimbursable procedures established in C.3.8, "REIMBURSABLE CONTRACT SERVICES."

Acceptable Performance Level

The Contractor shall complete all IFTs within 72 hours after receipt from the Project Officer or Contracting Officer.

Minimum Acceptable Deviation

Failure to complete 10 IFTs within 72 hours during a one month period.

Surveillance Plan

Random inspections and customer complaints through FIXITs and e-mails.

Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment for provisions applicable to the specific work requirements described under this Section C.2.5 INCIDENTAL FACILITY TASKS of the contract.

A. 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 judgement of the CO or PO, constitute an immediate danger to personnel or property. There will be instances where emergency service will be requested through email or telephone. 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 problems; flush valves stuck open; electrical power outages; and electrical problems which have the potential to cause fire or shock.

Performance Requirement

In the instance where the CO or PO shall designate a FIXIT service request as an "Emergency", the Contractor shall report to the site of the emergency within five minutes 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 less. If efforts to complete correction of the emergency problem extends 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 NRC, 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 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 FM shall be designated as a "Facilities Technical Advisor" in accordance with the NRC Emergency Protection Plan." 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 one hour during other than Contractor's Regular Working Hours, report to the Command Center. The Command Center shall be set up by the PO on the first floor lobby of the 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. The PO shall direct the activities of the Damage Control Team. 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. The Contractor shall provide elevator keys to the fire department for the purpose of utilizing elevators for emergency evacuation and operating elevators during non-fire emergency situations. Within 24 hours following each building emergency or false alarm, the Contractor shall submit to the Project Officer a report detailing the facts of the emergency, actions taken, problems identified, and any lessons learned with corrective actions to be taken.

EMERGENCY PROTECTION PLAN: The Contractor shall ensure that all of the Contractor's employees are familiar with the NRC Emergency Protection Plan. On the effective date of the contract, and on a semi-annual basis thereafter, the Contractor shall conduct training sessions to insure 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 five days after completion of each training session, to certify that training of all its employees has been successfully completed.

Twice a year, the PO shall schedule orientation sessions with the NRC evacuation monitors (NRC employees), in which the FM and/or TS shall participate. During these sessions, the FM and/or TS, as a minimum, shall be responsible for describing the fire protection system to the NRC evacuation monitors and shall conduct tours of the OWFN and TWFN buildings for the purpose of demonstrating the fire protection system.

B. 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 interrupt or otherwise adversely impact NRC operations or scheduled operations. Examples of urgent calls include, but are not limited to, inoperative electrical circuits, temperature complaints, and inoperative lighting above a workstation.

Performance Requirement

The Contractor shall report to the originating complaint site within 15 minutes. Upon arrival at the site, the Contractor shall correct the problem within 2 hours or less. If efforts to complete correction of an urgent problem extends beyond the conclusion of the Contractor's Regular Working Hours, the Contractor shall recommence the work at 6:00 a.m. on the following workday. If, however, the work cannot be completed due to circumstances as determined by NRC to be beyond the fault or control of the Contractor, the Contractor and the PO shall mutually agree upon a new completion schedule. Any material not on-hand needed to resolve the problem shall be obtained expeditiously via 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.

Liquidated Damages

The Contractor shall refer to Section G.5 Liquidated Damages Payment Provisions and Section G.6 Liquidated Damages Acknowledgment of provisions applicable to the specific work requirements described under this Section C.2.7.3 PLAN OF THE DAY (POD) REPORT of the contract.

The Contractor's billings shall be adjusted for payment of liquidated damages due to the Government for deficiencies as set forth below:

No. of Deficiencies (Per Month)	Amount
0 - 5	\$ 0
6 - 10	\$500

The Contractor shall be liable for payment of \$500 for every 5th deficiency thereafter.

C.3 GENERAL PERFORMANCE REQUIREMENTS

The general performance requirements set forth in Sections C.3.1. through C.3.8 are applicable to all specific work requirements as identified in Section C.2 of this contract. In the event of any conflict between the general performance requirements and the specific work requirements, the specific work requirements shall take precedence.

Throughout this contract in the performance of all work, the Contractor shall not allow debris 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. All areas shall be cleaned to the condition before work was performed.

C.3.1 LOCATION OF FACILITY

Addresses: One White Flint North (OWFN)
11555 Rockville Pike, Rockville, MD 20852, and
Two White Flint North (TWFN)
11545 Rockville Pike, Rockville, MD 20852

Occupant: U.S. Nuclear Regulatory Commission

Approximate Number of Occupants: 1,100 (OWFN) 1,200 (TWFN)

- (3) Without limiting the generality of the foregoing, the Contractor further warrants:
- (a) That hardware, software, firmware, and systems products shall not abnormally end or provide invalid or incorrect results as a result of the date data, including leap year calculations, specifically including date data which represents or references different centuries or more than one century.
 - (b) That hardware, software, firmware, and systems products have been designed and/or modified to ensure year 2000 compatibility, including but not limited to, date data century recognition, calculations which accommodate same century and multi-century formulas and date values, including leap year calculations and date data interface values that reflect the century.
 - (c) That computer equipment, hardware, software, firmware, and systems include "year 2000 capabilities". For the purpose of this certification, "year 2000 capabilities" means hardware, software, firmware, and systems products:
 - (i) shall manage and manipulate data involving and including single century formulas and multi-century formulas, including leap year calculations, and shall not cause an abnormally ending scenario within the application or generate incorrect values or invalid results involving such dates; and
 - (ii) provides that all date-related user interface functionalities and data fields include an indication of century; and
 - (iii) provides that all date-related interface functionalities shall include an indication of century.

C.3.7 NRC BUILDING PERMIT AUTHORIZATION (FACILITY SERVICES)

The Contractor shall obtain an NRC Building Permit Authorization (Refer to Exhibit 1-1J) approved by the PO prior to the use of all chemicals welding, soldering, work on fire alarm systems, construction, renovations, building alterations, and any other work which may disrupt building occupants.

C.3.8 REIMBURSABLE CONTRACT SERVICES (WORK ORDERS)

Work orders will be issued for work required by the NRC in accordance with Federal Acquisition Regulation (FAR) 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.

C.3.8.1 General

Upon receipt of a work order from the Project Officer, Contracting Officer, or authorized individual (see Section G.2) 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 National Fire Protection Association Codes.

All Reimbursable Contract services for painting not covered under basic contract services shall be performed in accordance with the standard methods of measurements as set forth in Exhibit IV STANDARD METHODS OF MEASUREMENTS FOR PAINTING.

The Contractor shall manage resources so that the performance of Reimbursable Contract Services shall not 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.

C.3.8.2 Pricing for Reimbursable Contract Services

(a) Unit Price Agreement (UPA) Work Orders

For work orders of \$2,500 or less, the established Unit Prices contained in Attachment 12 shall be used as applicable. Unit Prices may be used for work orders exceeding \$2,500 at the discretion of the NRC.

(b) Non-UPA Work Orders

For non-UPA work orders, the Contractor shall use those labor rates set forth under Section B.7 of the contract when Contractor personnel will be utilized.

The total cost of non-UPA work orders shall consist of actual labor, 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.

The Government reserves the right to negotiate a firm-fixed price in performance of work orders issued under the Reimbursable Contract Services.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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.

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

NUMBER	TITLE	DATE
52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG 1996
52.246-4	INSPECTION OF SERVICES - FIXED-PRICE	AUG 1996
52.246-16	RESPONSIBILITY FOR SUPPLIES	APR 1984

[End of Clause]

E.2 PLACE OF INSPECTION AND ACCEPTANCE

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the time and place that the Contractor issues or uses the item to perform work under the contract.

[End of Clause]

E.3 NRC PROJECT OFFICER'S INSPECTION REPORT

The Contractor shall refer to Section G.7, PAYMENT DEDUCTIONS FOR NON-PERFORMANCE OR UNSATISFACTORY PERFORMANCE, regarding the NRC Project Officer's Inspection Report.

[End of Clause]

represent the government's anticipated losses associated with that unacceptable performance, given the inherent difficulty in assessing such losses as the reduced life expectancy of equipment and facilities that are not maintained properly; the degradation of function that results from such improper maintenance; and reduced employee productivity when environmental conditions are not maintained properly; as well as the administrative costs that the government incurs enforcing failures to satisfy contract performance standards.

Should a contract board or court of competent jurisdiction determine that one or more of the liquidated damages provisions in Section C are unenforceable, the contractor agrees that the government may assess all identifiable losses that the liquidated damages clause might otherwise have covered in each case that the contractor fails to satisfy a performance standard. Such damages may include the administrative costs of inspection and reinspection, preparing and reviewing correspondence and other documents, and management reviews, calculated in all cases at the fully loaded rate that the NRC charges utility licensees for inspections.

G.7 PAYMENT DEDUCTIONS FOR NONPERFORMANCE OR UNSATISFACTORY PERFORMANCE

1. The major objective of the Government is to obtain complete and satisfactory performance in accordance with the terms of the contract. To comply, the Contractor shall complete his performance of each job, meeting the quality of work and meeting key personnel requirements (Refer to Section H.2). Failure to accomplish the specifications of the contract justify deductions to the Contractor.
2. The Contractor shall refer to Section C which will be used by the NRC to determine monetary deductions for nonperformance or work under this contract, or deficiencies in the work performed or for failure to respond to requests for service, or to meet any other requirements contractual specifications.
3. Assessment of Unacceptable Performance Deductions:
 - a. The NRC Project Officer and Project Officer Alternates will notify the Contractor of proposed deductions on a daily basis through FIXIT, and/or QA inspection forms, and e-mails.
 - b. The Contractor shall provide written acceptance or dispute/rebuttal to each proposed deduction within three (3) work days from receipt of the proposed deduction notification.
 - c. The NRC will review the rebuttal correspondence to determine if a deduction should be assessed.

- d. The Contracting Officer will issue a letter to the Contractor not later than 15 work days following the month for which deductions have been assessed, informing the Contractor of the total monthly deductions taken for the associated period.
- e. Total deductions will be taken from the Contractor's monthly invoice.

[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 2052.215-70 KEY PERSONNEL (JAN 1993)

- 1. The following individuals are considered to be essential to the successful performance of the work hereunder:

(1) Facility Manager	"Robert" Khadadoost Nader	4/20/99 - 10/31/99
	Kathleen Fila	11/2/99
(1) Technical Supervisor	Wayne Barrett	4/20/99 - 7/21/99
	Stanley Green	7/22/99

SECTION J - LIST OF ATTACHMENTS

J.1. Attachments (Mar 1987)

<u>Attachment Number</u>	<u>Title</u>
1	Exhibits 1 - 4 for Section C- Description/Specification/Work Statement
2	Resume Format
3	NRC Form 89 - Photo Badge Request
4	Deleted (Modification No. 3)
5	U.S. Dept. of Labor Wage Determination (SF 98)
6	Billing Instructions
7	GSA Form 176 and FD-258
8	Standard Form 1411, Contract Pricing Proposal Cover Sheet
9	Subcontracting Plan
10	Past Performance Questionnaire
11	Deleted (Modification No. 1)
12	Unit Price Schedule
13	Additional Materials
14	Glossary of Terms For O & M Contract

EXHIBIT 1

EXAMPLES OF INCIDENTAL WORK ITEMS

The following is a list of examples of Incidental Facilities Tasks (IFTs), however are not limited to:

- painting not covered under Architectural and Structural requirements
- key duplication
- locksmith services to include installation of basic hardware and opening doors and cabinets for employees "locked out"
- shelving installation
- picture hanging
- electrical switch installation
- Haworth power jumper installation
- Install suggestion boxes
- Install door sweeps
- Install soap dispensers
- Install paper towel dispensers
- Misc. A/S enhancements
- Install day care playground (equipment)
- Install floor mats
- Relocate ceiling lights
- Relocate Thermostats
- Relocate blinds/curtains
- Install panic buttons/bell chimes
- Install garage signs
- Install floor tiles/ceiling tiles
- Waterproofing
- Perform minor carpentry upgrades
- Seal wall penetrations
- Upgrade wall/door coverings
- Tag plumbing systems valves

- Install exterior entrance barriers
- Install and patch drywall
- Patch holes steel walls (transwall)
- Install track or special lighting
- Relocate diffusers/grills
- Relocate interior plants
- Refinish wood furniture/doors
- Install fire extinguishers
- Install A/V screens, switches
- Mark off parking spaces/work areas
- Install in/out boards
- Miscellaneous utility duties in support of functions on The Green or Auditorium
- Mount display racks
- Assemble hand carts/trucks for facility use
- Install fencing
- Make temporary facility signs
- Install cafeteria equipment
- Adjust security cameras
- Relocate exterior gate locks
- Remove garage markings/arrows
- Install small glass panels in doors
- Install ceiling tiles for sound proofing
- Install door stops
- Install special type door closures (nonexisting)
- Install waterproofing materials
- Assemble handicapped ramps
- Install portable humidifiers, heaters, fans, and air cleaners
- Disconnect/Connect water lines to refrigerators
- Relocate AKP
- Install new AKP