

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO ADM-13-xxx		PAGE 1 OF 32	
2. CONTRACT NO NRC-HQ-13-C-10-0036		3. AWARD/EFFECTIVE DATE 6/1/2013		4. ORDER NO.		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NO. (No Collect Calls)	
9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 811310 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y SIZE STANDARD: \$7 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555		CODE		16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100	
17a. CONTRACTOR/OFFEROR OTIS ELEVATOR COMPANY 10 FARM SPRINGS RD FARMINGTON CT 060322577 TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments_NBCDenver@NBC.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 PHONE: FAX:	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		DUNS: 001534676		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The contractor shall provide elevator maintenance, operation and repair for the U.S. Nuclear Regulatory Commission's One White Flint North Building in accordance with the statement of work.</p> <p>The period of performance is for a base period and four option years: Base Period June 1, 2013 to December 31, 2013 Option Year 1 January 1, 2014 to December 31, 2014 Option Year 2 January 1, 2015 to December 31, 2015 Option Year 3 January 1, 2016 to December 31, 2016 Option Year 4 January 1, 2017 to December 31, 2017</p> <p>NRC Contracting Officer's Representative: Harry Cepura, email: harry.cepura@nrc.gov, phone: 301-415-7830, cell: 202-329-0865</p> <p>Contractor POC: Craig Norman, email: craig.norman@otis.com; phone: 301-324-4187; cell: 301-748-7877; Otis Line: 1-800-233-6847; address: 5000 Philadelphia Way STE H, Lanham, MD 20706</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>						
25. ACCOUNTING AND APPROPRIATION DATA DUNS: 001534676 NAICS: 811310 FAIMIS: 132060 B&P: 2013-40-51-F-127 JC: R0124 BOC: 254A APPN: 31x0200 Obligate: \$119,123.06					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$972,467.06		
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.					27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					29. AWARD OF CONTRACT: REF _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donna Berkowitz Contracting Officer		31c. DATE SIGNED	

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. ADM-13-339 PAGE 1 OF 32

2. CONTRACT NO. NRC-HQ-13-C-10-0036
 3. AWARD/EFFECTIVE DATE 6/1/2013
 4. ORDER NO.
 5. SOLICITATION NUMBER
 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME
 b. TELEPHONE NO. (No Collect Calls)
 8. OFFER DUE DATE/LOCAL TIME 04-12-2013

9. ISSUED BY U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Mail Stop: TWB-01-B10M
 Washington, DC 20555
 CODE 3100
 10. THIS ACQUISITION IS
☒ UNRESTRICTED OR ☐ SET ASIDE % FOR
☐ SMALL BUSINESS ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS 811310
☐ HUBZONE SMALL BUSINESS ☐ EDWOSB
☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ B/A: SIZE STANDARD \$7 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE
 12. DISCOUNT TERMS
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING N/A
 14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☒ RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission
 Washington DC 20555
 CODE
 16. ADMINISTERED BY U.S. Nuclear Regulatory Commission
 Div. of Contracts
 Mail Stop: TWB-01-B10M
 Washington, DC 20555
 CODE 3100

17a. CONTRACTOR/OFFEROR CODE OTIS ELEVATOR COMPANY
 18 FARM SPRINGS RD
 FARMINGTON CT 060322577
 TELEPHONE NO.
 DUNS. 001534676
 18a. PAYMENT WILL BE MADE BY Department of Interior / NBC
 NRCPayments_NBCDenver@NBC.gov
 Attn: Fiscal Services Branch - D2770
 7301 W. Mansfield Avenue
 Denver CO 80235-2230

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
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25. ACCOUNTING AND APPROPRIATION DATA
 DUNS: 001534676 NAICS: 811310 FAIMIS: 132060
 B&R: 2013-40-51-F-127 JC: RG124 BOC: 2542 APPN: 31x0200
 Obligate: \$119,123.06
 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$972,467.06

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-5 AND 52.212-5 ARE ATTACHED ADDENDA ☐ ARE ☐ ARE NOT ATTACHED
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA ☒ ARE ☐ ARE NOT ATTACHED

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 29. AWARD OF CONTRACT: REF. DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a. SIGNATURE OF OFFEROR/CONTRACTOR Kristin Robertson
 30c. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Kristin Robertson
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Donna Berkowitz
 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donna Berkowitz
 31c. DATE SIGNED 5/10/13
 31d. DATE SIGNED 5/10/13

SECTION B - CONTINUATION BLOCK

B.1 PRICE/COST SCHEDULE

Base Period: June 1, 2013-December 31, 2013			
CLIN No.	Description of Services	Fixed Price/Month	Fixed Price/Year
0001	Operation, maintenance & repair of six Otis Elevators in the One White Flint North building	\$17,017.58	\$119,123.06
		Total Cost Base Year	
Option Year 1: January 1, 2014-December 31, 2014			
CLIN No.	Description of Services	Fixed Price/Month	Fixed Price/Year
1001	Operation, maintenance & repair of six Otis Elevators in the One White Flint North building	\$17,328.00	\$207,936.00
		Total Cost Option Year 1	
Option Year 2: January 1, 2015-December 31, 2015			
CLIN No.	Description of Services	Fixed Price/Month	Fixed Price/Year
2001	Operation, maintenance & repair of six Otis Elevators in the One White Flint North building	\$17,628.00	\$211,536.00
		Total Cost Option Year 2	
Option Year 3: January 1, 2016-December 31, 2016			
CLIN No.	Description of Services	Fixed Price/Month	Fixed Price/Year
3001	Operation, maintenance & repair of six Otis Elevators in the One White Flint North building	\$17,928.00	\$215,136.00
		Total Cost Option Year 3	
Option Year 4: January 1, 2017-December 31, 2017			
CLIN No.	Description of Services	Fixed Price/Month	Fixed Price/Year
4001	Operation, maintenance & repair of six Otis Elevators in the One White Flint North building	\$18,228.00	\$218,736.00
		Total Cost Option Year 4	
GRAND TOTAL PRICE BASE AND OPTION YEARS 1-4			\$972,467.06

SECTION C - CONTRACT CLAUSES

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.1 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

C.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives 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 clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

C.3 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective--

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

C.4 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None") Identification No.

_____	_____
_____	_____
_____	_____

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

C.5 52.246-20 WARRANTY OF SERVICES (MAY 2001)

(a) Definition. "Acceptance," as used in this clause, means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Government or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Contracting Officer shall give written notice of any defect or nonconformance to the Contractor. This notice shall state either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Government does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Government, and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Contracting Officer may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Government thereby, or make an equitable adjustment in the contract price.

(d) If the Government does not require correction or reperformance, the Contracting Officer shall make an equitable adjustment in the contract price.

C.6 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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.245-1	GOVERNMENT PROPERTY	APR 2012
1030	NRC ACQUISITION REGULATION (NRCAR)	AUG 2011
	PROVISIONS AND CLAUSES	

(End of Addendum to 52.212-4)

C.7 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☐ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

☐ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

- ☐ (ii) Alternate I (NOV 2011).
- ☐ (iii) Alternate II (NOV 2011).
- ☐ (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).
- ☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (iv) Alternate III (JUL 2010) of 52.219-9.
- ☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- ☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- ☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(ii)).
- ☐ (19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- ☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).
- ☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).
- ☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- ☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).
- ☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

- ☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- ☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- ☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
- ☐ (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
- ☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- ☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- ☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I (MAR 2012) of 52.225-3. covered by 52.225-3
- ☐ (iii) Alternate II (MAR 2012) of 52.225-3.
- ☐ (iv) Alternate III (NOV 2012) of 52.225-3.
- ☐ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ☒ (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

☒ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

☒ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☒ (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495).

☐ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.)

(xii) 52.222-54, Employee Eligibility Verification (JUL 2012)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.8 ELECTRONIC PAYMENT (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds- Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal - Continuation Sheet." The preferred method of submitting invoices is electronically to the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

C.9 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS - SERVICE CONTRACT ACT (AUG 2011)

Each employee of the Contractor or any subcontractor performing services under this contract shall be paid at least the minimum allowable monetary wage and fringe benefits prescribed under the U.S. Department of Labor Wage Determination attached to the contract.

(This section is intentionally blank.)

C.10 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

C.11 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website: <http://www.uscis.gov/portal/site/uscis>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

C.12 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other

employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

C.13 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that the individual has been approved for unescorted access after a favorable adjudication from the Security Branch, Division of Facilities and Security (SB/DFS).

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 NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times 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 protection of any Government records or data that contractor personnel may come into contact with.

C.14 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (AUG 2011)

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employees, subcontractor employees, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol-related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of access authorization necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by DFS/PSB. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

DFS/PSB may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Standard Form 85 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that DFS/PSB are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the PO when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The PO will immediately notify DFS/PSB (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the Contracting Officer's Representative (COR) for return to DFS/PSB (Facilities Security Branch) within three (3) days after their termination.

C.15 2052.215-71 (Contracting Officer's Representative Authority (NOVEMBER 2006))

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

Name: Harry Cepura

Address: U.S. Nuclear Regulatory Commission
Two White Flint North, Mail Stop: TWFN/6E39A
11545 Rockville Pike
Rockville, MD 20852

E-mail: harry.cepura@nrc.gov

Telephone Number: 301-415-7830

Alternate Project Officer 1:

Name: Gregory Chicca

Address: U.S. Nuclear Regulatory Commission
Two White Flint North, Mail Stop: TWFN/6E34
11545 Rockville Pike
Rockville, MD 20852

E-mail: gregory.chicca@nrc.gov

Telephone Number: 301-415-6928

Alternate Project Officer 2:

Name: Richard Branch

Address: U.S. Nuclear Regulatory Commission
Two White Flint North, Mail Stop: TWFN/6E26
11545 Rockville Pike
Rockville, MD 20852

E-mail: richard.branch@nrc.gov

Telephone Number: 301-415-8389

(b) Performance of the work under this contract is subject to the technical direction of the NRC COR. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

- (2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.
- (3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.
- (c) Technical direction must be within the general statement of work stated in the contract. The CORr does not have the authority to and may not issue any technical direction which:
- (1) Constitutes an assignment of work outside the general scope of the contract.
 - (2) Constitutes a change as defined in the "Changes" clause of this contract.
 - (3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.
 - (4) Changes any of the expressed terms, conditions, or specifications of the contract.
 - (5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.
- (d) All technical directions must be issued in writing by the COR or must be confirmed by the COR in writing within ten (10) working days after verbal issuance.
- (e) The contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the COR's authority under the provisions of this clause.
- (f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.
- (g) Any unauthorized commitment or direction issued by the COR may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.
- (h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.
- (i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:
- (1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.
 - (2) Assist the contractor in the resolution of technical problems encountered during performance.
 - (3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

C.16 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (AUG 2011)

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to pre- assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: <http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

C.17 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (AUG 2011)

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative (COR), from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

C.18 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided under this contract/order shall be energy- efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

C.19 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

C.20 BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JULY 2011)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. **FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.**

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments_NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

Purchase of Capital Property: *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.

- i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- n. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- p. Grand Totals.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

- | | |
|--------------|---|
| Attachment 1 | Statement of Work, 8 pages |
| Attachment 2 | Wage Determination No. 1978-1183, Revision 48, dated 1/31/13, 1 page |
| Attachment 3 | NRC Form 187, Contract Security and/or Classification Requirements, 2 pages |

STATEMENT OF WORK

D.1 TITLE:

Elevator Operation and Maintenance / Repair- One White Flint North

D.2 Description of Work

The Contractor shall provide all labor, materials, supplies and equipment necessary for the maintenance, operation, and repair functions of the six Otis Elevonic 401 elevator systems in the One White Flint North Building, located at 11555 Rockville Pike, Rockville, Maryland (hereinafter referred to as "OWFN"). In doing so, the contractor shall take all steps and measures to maximize the life expectancy, reliability, functionality and operating efficiency of the elevators.

D.3 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. There are six (6) main elevators responding to calls on floors P3 through 18 in the NRC's OWFN building. The contractor shall maintain these six elevators in a safe operating condition and at a level which shall preserve the equipment and systems in an unimpaired operating condition, i.e., above the point where deterioration will begin there by diminishing the normal life expectancy of the equipment and systems.

The contractor shall maintain all assigned machinery spaces, shops and storerooms at the OWFN building in a clean and orderly manner. When work is performed anywhere onsite at the NRC OWFN location, 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 container 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 Contracting Officer's Representative (COR) with advance notice of the need for the work at least 48 hours before the work is to begin. The written advance notice shall include the explanation of the need for the maintenance, a definite date and timeframe that the work is proposed to be performed, so that the COR 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 working hours (Normal working hours should reflect Monday-Friday starting at 5:00 am through 7:00 pm).

If it becomes necessary to change the pre-established date / time or duration for repairs, the contractor shall immediately notify the COR verbally and follow up in writing within 24 hours with a revised schedule. The Contracting Officer's Representative reserves the right to be available during the contractor's performance of maintenance or repair work and shall advise the contractor each time of the COR's intention to be present during performance of the work. 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 COR's written approval. Upon receipt of the COR'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. If emergency repairs are needed, notification is to be provided to the COR or designated official immediately (verbally) and follow up in writing with a description of the basis for the need for the repairs. All maintenance, adjustment, repairs, or tests which require the elevator to be taken out of service shall be performed Monday through Friday between 6:00 p.m. and 4:00 am and at any time on the weekends and holidays.

The contractor shall provide the COR with incident reports for all entrapments and elevator failures in sufficient detail and in layman's language in order for the NRC staff to clearly understand the elevator problem and what was done to resolve

the problem. Therefore, no abbreviations shall be used on these reports. The contractor shall provide on-site repair services as determined by the NRC Contracting Officer's Representative or his designated official. An on-site mechanic may be required for elevator service during special events at the OWFN facility. NRC will provide a minimum of two (2) hours advanced notice to the contractor prior to the start time for these services to begin performance.

D. 4 PERSONNEL REQUIREMENTS

The contractor shall assign sufficient elevator personnel to ensure timely completion of maintenance and an expedited response to service calls and repairs. The contractor's personnel shall be fully qualified to maintain the Otis Elevator system. The contractor's elevator mechanic shall have successfully completed the training courses offered by the equipment manufacture and be experienced in the maintenance of such systems. Certification of all mechanics, who will be responding to OWFN elevators for maintenance and repair, must be provided to the COR fifteen (15) days prior to the commencement of this contract.

To ensure that the NRC COR, and any designated official, including NRC Security Guards, are familiar with the procedures for taking the elevators "out of service", the contractor shall provide onsite training at the NRC location in the operation of these elevators for personnel designated by the NRC COR. This onsite training requirement will not exceed a total of 40 hours per year of onsite contractor effort.

The NRC Security Guards or any other designated trained individual will only take direction from the COR for taking any elevator out of service, of "locking off" an elevator to run on "independent service." The COR will designate who will be trained to lock off elevators.

ATTENTION: NO ONE, OTHER THAN A CERTIFIED OTIS TECHNICIAN, WILL BE ALLOWED TO REMOVE TRAPPED PERSONNEL FROM AN ELEVATOR IN OWFN.

D. 5 INSPECTION AND TESTS

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

- a. The contractor shall schedule all inspections and tests after normal business hours (5 am-6pm) Monday-Friday, or on weekends, with the elevator inspector and shall submit the schedule to the COR for the COR's prior written approval at least fifteen (15) days prior to the tests being performed.
- b. In preparation for any test, the contractor shall ensure that all equipment is in proper operating condition.
- c. The contractor shall assure that all inspections and tests are performed as needed and in accordance with the currently adopted American Society of Mechanical Engineers Guide for Inspection of Elevators and Escalators, and Moving Walks, as well as any Federal, State and local codes.
- d. The contractor shall ensure a qualified elevator mechanic shall accompany the State or third party elevator inspector and the COR during all elevator inspections and tests. All deficiencies are to be identified and provided in writing to the COR within three work days with a schedule for corrections or repairs. Prior to performance of the work the schedule must be approved by the COR.
- e. In conducting any required corrective actions, the contractor shall obtain the COR's prior written approval.

D.5.1 Five Year Governor Safety and Buffer Test (During Option Year Three)

The Five Year Governor Safety and Buffer Test shall be performed within 45 calendar days after the beginning of the third 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 COR 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 contactor's elevator maintenance supervisor. The GSA Form 55 or approved substitute form shall be displayed in the appropriate compartment in the corresponding elevator(s).

NOTE: this five Year Governor Safety and Buffer Test is to be performed only during Option Year Three (3) as a basic contact service. Therefore, the total price for elevator maintenance for Option year Three shall include the cost of performing this test.

D.5.2 Annual Elevator System Evaluation

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

The report shall include the following:

1. Otis, or comparable, "computer-check" analysis
2. Brake to brake flight times
3. Door operating speed, open and closing, and pressure
4. Door operating times, stand open / transfer time
5. Actual conditions as compared to "designed" performance

b. After the report has been submitted to the COR, the contractor shall make all adjustments within thirty (30) days and major repairs within ninety (90) days. The contractor shall provide a schedule to the COR for all such work.

D.5.3 Service Calls for Repairs

At all times, the COR or designated official (NRC Security Officer) shall contact the contractor by telephone to provide notification of elevator service calls in which case the contractor shall proceed as defined below. The Security Officer shall also contact the COR for information purposes only and provide a written report to the COR who will provide a copy to the contractor.

For emergency calls, the contractor's elevator mechanic shall respond to the elevator in question within thirty (30) minutes of notification from the COR or designee. The COR or other NRC designated official will contact the Otis Hot Line (1-800-233-6847), provide the building code (NPW-191699) and address (11555 Rockville Pike). Within fifteen (15) minutes of the NRC representative contacting the Otis Hot Line to report the problem, the contractor shall call the NRC back to inform NRC of the estimated time of arrival (ETA) of the contractor's personnel responding to the call. The 30-minute clock begins when the NRC representative contacts the Otis Hot Line. Any delays outside the contractor's control will be considered by the NRC Contracting Officer before taking deduction (e.g., technician could be delayed in traffic due to rush hour or inclement weather conditions, or in the middle of another emergency entrapment in another building). Upon arrival at the NRC site, the elevator mechanic shall correct the problem immediately, if possible. If however, the work cannot be completed because of circumstances beyond the fault or control of the contractor, the contractor and the COR shall mutually agree upon a new completion schedule. If a completion schedule cannot be agreed upon, the NRC Contracting Officer may issue a unilateral decision designating the required time frame for the completion of repairs. "Emergency Calls" shall include, but not be limited to, entrapments, erratic performance which threatens the health and safety of passengers, and erratic performance which could cause damage to the elevator components and systems.

D.5.4 Routine Service Calls

At all times the contractor's elevator mechanic shall respond to the NRC location to perform maintenance for "Routine Calls" for elevator service within two (2) hours of notification from the COR or designated official. All elevator service calls, other than those in D.5.3 above, shall be regarded as "Routine Calls". Upon arrival at the NRC site, the elevator mechanic shall correct the problem immediately, if possible. If however, the work cannot be completed because of circumstances beyond the fault of control of the contractor, the contractor and COR shall mutually agree upon a new completion schedule. If a completion schedule cannot be agreed upon, the contacting officer may issue a unilateral decision on the time frame for the completion of repairs. The contractor shall not be liable for loss, damage, or delay due to any cause beyond the contractors' control, e.g. acts of Government, labor disputes, fire, explosion, theft, weather, flood, earthquakes, riots, civic commotion, war, vandalism, or acts of God. Examples of "Routine" Service Calls are inoperable hall button lights, elevator car lights, etc.

D.6 PREVENTIVE MAINTENANCE

The contractor shall maintain the elevators to ensure that the maximum number of elevators are always available for use. All preventive maintenance shall be accomplished after NRC's regular working hours (weekends, starting after 12:00 a.m.-10:00 p.m. note: during this period no more than two elevators shall be taken out of service at a time for PM maintenance).

The contractor shall perform elevator preventive maintenance, as set forth in the Contractor's Elevator Preventive Maintenance Plan, which shall be submitted as part of the Contractor's technical proposal and made a part of the contract.

Elevator Preventive Maintenance shall, as a minimum, include the follow:

- a. 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 manufactures' recommendations. Where the contractor deviates from the GSA's handbook standards, an explanation for the deviation is required, and if accepted, the contractor's system will take precedence. In the event guide cards are not available for a piece(s) of equipment, the scheduling of preventive maintenance shall be in accordance with respective manufactures' recommendations and / or in accordance with the best practices of the industry.
- b. 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. Copies are to be provided to the COR on a monthly basis (within three (3) work days following the month the maintenance was checked).
- c. Complete GSA Forms 1-738, "Preventive Maintenance Control Cards", or approved substitute forms, as soon as preventive maintenance work specified on each Preventive Maintenance Guide is completed. Copies are to be provided to the COR within 24 hours of completion of the work.
- d. Maintain the original contract speed for each elevator car, in feet per minute, and the original performance time, which 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.

- e. Examine, equalize tension and lubricate, as required, all hoisting ropes. The contractor shall shorten and / or renew all hoisting ropes, compensating rope(s), 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 established code compliance. 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(6) inches. The NRC also reserves the right to have the contractor maintain the governor tension sheave(s) at an acceptable minimum to keep from bottoming out. The contractor shall maintain all buffer piston(s) and guide rails with "Prussian Blue" (dye), without additional cost, where appropriate to prevent oxidation.
- f. Inspect all elevator related equipment and system(s) including all equipment areas to ensure peak performance. The contractor shall replace defective receptacles, light fixtures, light sockets, burned out lamps, signal lights and accessory equipment, and florescent tubes as soon as they are found. Incandescent hatchway and pit lighting shall be 130 volt maximum, 60 watts.
- g. Check all telephone conductors within the hatchway and the elevator cab bi-weekly with deficiencies reported immediately to the COR.
- h. Ensure that a complete set of standard size, legible schematic wiring diagrams, sequence of operation, and parts manual applicable to the particular type 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.

D.6.1 Repairs

A repair is defined herein 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 elevator components.

All costs for repairs are included in the basic contract price. The contractor shall identify required repairs through an established inspection program and report such repairs to the COR with a completion schedule. In addition, upon receipt of a work request ticket from the COR, 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 (After hours being from 7:00 pm to 4:00 am). 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, or accidents by persons not in the contractors employ, and anything else which is beyond the control of the elevator contractor.

D.6.2. Quality Control Requirements

The contractor shall establish and submit a Quality Control Plan (QCP) within five (5) calendar days after the effective date of the contract, and each Option Year thereafter, and apply the quality control requirements as set forth below. Any proposed updates or changes to the QCP shall be submitted to the COR for prior written approval. The contractor shall provide one (1) copy each of the updates or changes to both the Contracting Officer and Contracting Officer's Representative within five (5) days of the COR's written approval.

The quality control requirements include the following:

- a. 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 name and titles of the individual who shall perform the inspection.

- b. 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 fail to meet performance standards.
- c. 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 re-evaluation to assure compliance with the performance requirements of the contract.
- d. The methods to be used to ensure proper inspection of work performed at all times.

The quality control inspections shall be certified by the contractor. The contractor shall maintain on-site records of all quality control inspections conducted by the contractor, which includes the findings of those inspections and a log of necessary corrective / remedial actions taken and any follow-up activities.

The contractor shall provide copies to the Contracting Officer's Representative within 24 hours after completion of the inspection. The contractor shall ensure that copies of these records are maintained in the elevator machine room. The NRC reserves the right to inspect these records at any time.

D.7 REPORTING REQUIREMENTS

All forms for reporting requirements shall be approved by the NRC Contracting Officer's Representative prior to the contractor using the form. The contractor shall submit the following reports regarding elevator service:

- a. Five (5) days prior to the beginning of each month the contractor shall submit for the COR approval a monthly schedule of planned preventive maintenance. The schedule shall identify individual equipment with the date and time of the planned preventive maintenance.
- b. Within 24 hours after preventive maintenance has been completed, the contractor shall provide in writing to the COR 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.
- c. Within five (5) 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 COR.

This report shall include, as a minimum, the following information:

- 1. Date and time the contractor received the service call from the COR or designee
- 2. Type of service requested from the COR or designee
- 3. Location (floor) where the problem occurred
- 4. Number of the elevator involved
- 5. Date and time the elevator mechanic arrived at the elevator
- 6. The name of the mechanic
- 7. Description of the problem and the corrective action taken
- 8. Date and time the elevator was returned to service
- 9. Amount of time required to correct the problem

- d. Within ten (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 COR. 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.
- e. The COR or designee, (NRC Security Officers during non-working hours) shall verbally inform the contractor of elevator repairs and service calls which require a mechanic to make an on-site visit. Upon arrival to OWFN, the contractor shall sign in on the security log and immediately proceed to make the repairs.
- f. Within one (1) hour after the completion of the repair or service call, the contractor shall return the service ticket and / or written report to the COR or designated official. The report or ticket shall contain sufficient details regarding the time the mechanic arrived to the work site, 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.
- g. A copy of the elevator maintenance check chart, which is posted in the elevator machine room throughout the month, shall be provided to the COR within three (3) work days following the month the maintenance was checked.

NRC-HQ-13-C-10-0036

WD 78-1183 (Rev.-48) was first posted on www.wdol.gov on 02/05/2013

Elevator Services

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON, D.C. 20210

Diane C. Koplewski Division of Wage
Director Determinations

Wage Determination No: 1978-1183
Revision No: 48
Date Of Revision: 01/31/2013

States: District of Columbia, Maryland, Virginia, West Virginia
Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Montgomery, Prince George's, St Mary's
Virginia Counties of Arlington, Clarke, Culpeper, Fairfax, Fauquier, Frederick,
Greene, King George, Loudoun, Madison, Orange, Page, Prince William,
Rappahannock, Shenandoah, Stafford, Warren, Westmoreland
West Virginia Counties of Berkeley, Jefferson, Morgan

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
23210 - Elevator Repairer		39.96
23220 - Elevator Repairer Helper		27.97

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$11.875 per hour for all hours worked

VACATION: Annual vacation pay is accrued as follows: After 6 months but less than 5 years of service in the industry, 6 percent of regular hourly rate for all hours worked, not to exceed 120 hours pay; more than 5 years of service in the industry, 8 percent of regular hourly rate for all hours worked, at least 160 hours vacation pay. Maximum hours of vacation pay are applicable to an employee who works 1750 hours or more but less than 2000 hours in the year.

HOLIDAYS: A minimum of eight paid holidays per year: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the Day after Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.). (See 29 CFR 4.174)

PENSION: Elevator Pension \$7.46 per hour.

401(K) Annunity -\$5.25 per hour for all hours worked.

Elevator Education Fund \$.60 per hour for all hours worked.

Elevator - Work Preservation Fund - \$.30.

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY
SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

Otis Elevator Company
1017 Brightseat Road
Landover, Maryland 20785

1A. CONTRACT NUMBER FOR COMMERCIAL
CONTRACTS OR JOB CODE FOR DCE
PROJECTS (Prime contract number must be shown
for all subcontracts.)

B. PROJECTED
START DATE

06/01/2013

C. PROJECTED
COMPLETION DATE

5/31/18

2. TYPE OF SUBMISSION

- ☐ A. ORIGINAL
☒ B. REVISED (Supersedes all
previous submissions)
☐ C. OTHER (Specify)

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY

☐

B. CONTRACT NUMBER

NRC-10-08-374

DATE

5/31/2013

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

Elevator operation, maintenance & repair of the One White
Flint North Building

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- ☐ YES (If "YES," answer 1-7 below)
☒ NO (If "NO," proceed to 5.C.)

NOT
APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

SECRET

CONFIDENTIAL

SECRET

CONFIDENTIAL

1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION

☐
☐
☐
☐
☐

2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF
CLASSIFIED MATTER. (See 5.B.)

☐
☐
☐
☐
☐

3. GENERATION OF CLASSIFIED MATTER.

☐
☐
☐
☐
☐

4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER
CLASSIFIED COMSEC INFORMATIONS.

☐
☐
☐
☐
☐

5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED
INFORMATION PROCESSED BY ANOTHER AGENCY.

☐
☐
☐
☐
☐

6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY
PROCESSING SYSTEM.

☐
☐
☐
☐
☐

7. OTHER (Specify)

☐
☐
☐
☐
☐

B. IS FACILITY CLEARANCE REQUIRED?

☒

YES

☒

NO

C. ☐ UNESCORTED ACCESS IS REQUIRED TO NUCLEAR POWER
PLANTS.

G. ☐ REQUIRE OPERATION OF GOVERNMENT VEHICLES OR
TRANSPORT PASSENGERS FOR THE NRC

D. ☐ ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS
INFORMATION.

H. ☒ WILL OPERATE HAZARDOUS EQUIPMENT AT NRC
FACILITIES.

E. ☐ ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND
DATA.

I. ☐ REQUIRED TO CARRY FIREARMS.

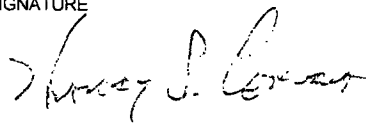
F. ☒ UNESCORTED ACCESS TO NRC HEADQUARTERS
BUILDING.

J. ☐ FOUND TO USE OR ADMIT TO USE OF ILLEGAL DRUGS.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

**NOTE: IMMEDIATELY NOTIFY DRUG PROGRAM STAFF IF BOX 5 A, C, D,
G, H, I, OR J IS CHECKED.**

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE	SIGNATURE	DATE
Harry S. Cepura, Project Officer		3/28/13

7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

☐ AUTHORIZED CLASSIFIER (Name and Title)

☐ DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 (Check appropriate box(es))

☒ SPONSORING NRC OFFICE OR DIVISION (Item 10A)

☐ DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT

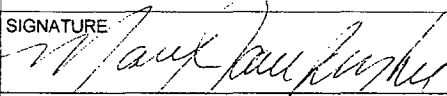


☒ DIVISION OF FACILITIES AND SECURITY (Item 10B)

☐ CONTRACTOR (Item 1)

☐ SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Mary Jane Ross-Lee, Director, ADM / DFS		4/1/13
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Bahman Rowhani, FMB, Branch Chief		4/1/13
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements) James Corbett		4/3/13

REMARKS