

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER ADM-16-0145		PAGE OF 1 55	
2. CONTRACT NO. NRC-HQ-40-16-C-0011		3. AWARD/ EFFECTIVE DATE 04/27/2016		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME LATOYA COOPER		b. TELEPHONE NUMBER (No collect calls) (301) 415-4146		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 ATTN LATOYA COOPER WASHINGTON DC 20555-0001		CODE NRCHQ		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 238990 SIZE STANDARD: \$15.0	
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)		13b. RATING	
15. DELIVER TO US NUCLEAR REGULATORY COMMISSION- MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY ROCKVILLE MD 20852		CODE NRCHQ		16. ADMINISTERED BY: US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001		CODE NRCHQ	
17a. CONTRACTOR/OFFEROR CTSI-FM LLC 4367 HOLLINS FERRY RD STE 3E HALETHORPE MD 21227-3400		CODE 052648261 FACILITY CODE		18a. PAYMENT WILL BE MADE BY US NUCLEAR REGULATORY COMMISSION ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A ROCKVILLE MD 20852-2738		CODE NRCPAYMENTS	
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 <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		The contractor shall provide the Nuclear Regulatory Commission's Headquarters Facility with Building Operations and Maintenance Services in accordance with the attached Statement of Work (SOW). NRC's Contracting Officer's Representative: Richard Branch, richard.branch@nrc.gov, (301) 415-8389 CTSI's Point of Contact: Weedon Gallagher, (410) (Use Reverse and/or Attach Additional Sheets as Necessary)					
				23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA See schedule				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$15,843,523.02			
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) Gallagher, K. Weedon CEO		30c. DATE SIGNED 27 Apr 2016		31b. NAME OF CONTRACTING OFFICER (Type or print) KALA SHANKAR		31c. DATE SIGNED 4/27/16	

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

SUNSI REVIEW COMPLETE

MAY 19 2016

ADM002

TEMPLATE - ADM001

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	379-0080, wgallagher@ctsi-fm.com 2016-X0200-FEEBASED-40-40D004-51-F-127-1070-254A The obligated amount of award: \$2,500,000.00. The total for this award is shown in box 26. Period of Performance: 04/27/2016 to 04/26/2017				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (<i>Location</i>)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

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SECTION B - Supplies or Services/Prices

B.1 NRCB010 BRIEF PROJECT TITLE AND WORK DESCRIPTION

(a) The title of this project is: Building Operations and Maintenance Services for the Nuclear Regulatory Commission Headquarters Facility.

(b) Summary work description: The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform the operation and maintenance of the headquarters facilities.

B.2 NRCB082 CONSIDERATION AND OBLIGATION

FIRM-FIXED-PRICE

(a) The total ceiling amount for the firm fixed priced portion of the contract is **\$2,563,706.74**

(b) The total obligated amount for this portion of this contract is **\$2,500,000.00**

REIMBURSABLE SERVICES AND PERFORMANCE INCENTIVES

(c) The total estimated ceiling amount of the reimbursable services and performance incentives portion of the contract for products/services ordered, delivered and accepted is **\$ 448,000.00**. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(d) The amount presently obligated with respect to this contract under these CLINs is **\$0.00**. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (c) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

(e) This is an incrementally-funded contract and FAR 52.232-22 – "Limitation of Funds" applies.

B.3 PRICE/COST SCHEDULE**Base Year: April 27, 2016 – April 26, 2017 (*Option A)**

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001a	Phase In Period		month		
0002a	Firm-Fixed Price Basic Operations, Maintenance & Repairs		month		
0003a	Firm-Fixed Price Parking Garage Management		month		
***0004a	Time and Labor - Reimbursable Work Orders		Lot		90
0005a	Performance Incentives task 10		quarter		
0006a	Performance Incentives Task 11		quarter		
0007a	Performance Incentives Task 19		quarter		
				TOTAL:	\$3,011,706.74

Option Year 1: April 27, 2017 – April 26, 2018 (*Option A)

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0008a	Firm-Fixed Price Basic Operations, Maintenance & Repairs		month		
0009a	Firm-Fixed Price Parking Garage Management		month		
***0010a	Time and Labor - Reimbursable Work Orders		Lot		
0011a	Performance Incentives task 10		quarter		
0012a	Performance Incentives Task 11		quarter		
0013a	Performance Incentives Task 19		quarter		
				TOTAL:	\$3,211,338.28

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0008b	Firm-Fixed Price Basic Operations, Maintenance & Repairs		month		
0009b	Firm-Fixed Price Parking Garage Management		month		
***0010b	Time and Labor - Reimbursable Work Orders		Lot		
0011b	Performance Incentives task 10		quarter		
0012b	Performance Incentives Task 11		quarter		
0013b	Performance Incentives Task 19		quarter		
TOTAL:					\$3,029,575.60

Option Year 2: April 27, 2018 – April 26, 2019 (*Option A)

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0014a	Firm-Fixed Price Basic Operations, Maintenance & Repairs		month		
0015a	Firm-Fixed Price Parking Garage Management		month		
***0016a	Time and Labor - Reimbursable Work Orders		Lot		
0017a	Performance Incentives task 10		quarter		
0018a	Performance Incentives Task 11		quarter		
0019a	Performance Incentives Task 19		quarter		
TOTAL:					\$3,224,228.56

(**Option B)

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0014b	Firm-Fixed Price Basic Operations, Maintenance & Repairs		month		
0015b	Firm-Fixed Price Parking Garage Management		month		
***0016b	Time and Labor - Reimbursable Work Orders		Lot		
0017b	Performance Incentives task 10		quarter		
0018b	Performance Incentives Task 11		quarter		
0019b	Performance Incentives Task 19		quarter		
TOTAL:					\$3,042,466.00

Option Year 3: April 27, 2019 – April 26, 2020 (*Option A)

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0020a	Firm-Fixed Price Basic Operations, Maintenance & Repairs		month		
0021a	Firm-Fixed Price Parking Garage Management		month		
***0022a	Time and Labor - Reimbursable Work Orders		Lot		
0023a	Performance Incentives task 10		quarter		
0024a	Performance Incentives Task 11		quarter		
0025a	Performance Incentives Task 19		quarter		
TOTAL:					\$3,237,183.40

(**Option B)

0020b	Firm-Fixed Price Basic Operations, Maintenance & Repairs		month		
0021b	Firm-Fixed Price Parking Garage Management		month		
***0022b	Time and Labor - Reimbursable Work Orders		Lot		
0023b	Performance Incentives task 10		quarter		
0024b	Performance Incentives Task 11		quarter		
0025b	Performance Incentives Task 19		quarter		
TOTAL:					\$3,055,420.72

Option Year 4: April 27, 2020 – April 26, 2021 (*Option A)

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0026a	Firm-Fixed Price Basic Operations, Maintenance & Repairs		month		
0027a	Firm-Fixed Price Parking Garage Management		month		
***0028a	Time and Labor - Reimbursable Work Orders		Lot		
0029a	Performance Incentives task 10		quarter		
0030a	Performance Incentives Task 11		quarter		
0031a	Performance Incentives Task 19		quarter		
TOTAL:					\$3,159,066.04

(**Option B)

CLIN	SUPPLIES/SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0026b	Firm-Fixed Price Basic Operations, Maintenance & Repairs		month		
0027b	Firm-Fixed Price Parking Garage Management		month		
***0028b	Time and Labor - Reimbursable Work Orders		Lot		
0029b	Performance Incentives task 10		quarter		
0030b	Performance Incentives Task 11		quarter		
0031b	Performance Incentives Task 19		quarter		
TOTAL:					\$2,977,303.36

***Option A** - pricing for fulfilling the contract requirements for 24/7 coverage. This option will be exercised through contract modification only.

****Option B** - pricing for fulfilling the contract requirements for coverage between the hours of 5:00am through 9:00pm, Monday through Friday only. This option will be exercised through contract modification only

*****Price is only an estimated value - Refer to Attachment No.002 for labor rates**

**OPTION A CEILING GRAND TOTAL:
\$15,843,523.02**

SECTION C - Description/Specifications

C.1 Please see attachment No.001

SECTION D - Packaging and Marking

D.1 NRCD020 BRANDING

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Administration, under Contract/order number NRC-HQ-40-16-C-0011

D.2 NRCD010 PACKAGING AND MARKING

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: None.

SECTION E - Inspection and Acceptance

E.1 NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.O.B. Destination.

Contract Deliverables:

1. See deliverable section in the statement of work.

SECTION F - Deliveries or Performance

F.1 NRCF030B PERIOD OF PERFORMANCE ALTERNATE

This contract shall commence on April 27, 2016 and will expire on April 26, 2017. The term of this contract may be extended at the option of the Government for four (4) one- year option periods.

Base Period: April 27, 2016 – April 26, 2017

Option Period One: April 27, 2017 – April 26, 2018

Option Period Two: April 27, 2018 – April 26, 2019

Option Period Three: April 27, 2019 – April 26, 2020

Option Period Four: April 27, 2020 – April 26, 2021

SECTION G - Contract Administration Data

G.1 NRCG030 ELECTRONIC PAYMENT (SEP 2014)

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: NRCPayments@nrc.gov.

G.2 NRCG010 ORDERING PROCEDURES

- (a) The CO is the only individual who can legally obligate funds and commit the NRC.
- (b) All reimbursable work orders shall be prepared in accordance with FAR 16.505.
- (c) In accordance with FAR 16.506(b), the following ordering limitations apply:

Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$430,000.00;
- (2) Any order for a combination of items in excess of \$430,000.00; or
- (3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

The Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons.

SECTION H - Special Contract Requirements

H.1 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;")

MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, safeguards information, or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93.579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor shall ensure that information protected from public disclosure is maintained as required by NRC regulations and policies, as cited in this contract or as otherwise provided by the NRC. The contractor will not directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security (DFS) and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in this document.

The contractor agrees to comply with the security requirements set forth in NRC Management Directive 12.1, NRC Facility Security Program which is incorporated into this contract by reference as though fully set forth herein. Attention is directed specifically to the section titled "Infractions and Violations," including "Administrative Actions" and "Reporting Infractions."

(e) Definition of National Security Information. The term National Security Information, as used in this clause, means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear

material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. The term Formerly Restricted Data, as used in this clause, means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Definition of Safeguards Information. Sensitive unclassified information that specifically identifies the detailed security measures of a licensee or an applicant for the physical protection of special nuclear material; or security measures for the physical protection and location of certain plant equipment vital to the safety of production or utilization facilities. Protection of this information is required pursuant to Section 147 of the Atomic Energy Act of 1954, as amended.

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information

to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(k) Subcontracts and Purchase Orders. Except as otherwise authorized in writing by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(l) In performing the contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued hereunder involving the origination or generation of classified documents, material, and equipment must provide that the subcontractor or supplier assign classification to all documents, material, and equipment in accordance with guidance furnished by the contractor.

H.2 2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)

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

H.3 2052.215-70 KEY PERSONNEL. (JAN 1993)

(a) The following individuals are considered to be essential to the successful performance of the work hereunder:

Mr. Gary Stanley – Facility Manager
Mr. Ray Keatts – Deputy Facility Manager
Mr. Gary Baker – Technical Supervisor
Mr. Dung van Pham – Chief Engineer

*The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the COR shall evaluate the contractor's request and the contracting officer shall promptly

notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

**H.4 2052.215-71 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY.
(OCT 1999)**

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

Name: **Richard Branch**

Address: U.S. Nuclear Regulatory Commission
Mailstop: TWFN 03 B6
Office of Administration
Washington, DC 20555

Telephone Number: (301) 415-8389

E-mail: richard.branch@nrc.gov

(b) The contracting officer's **Alternate** authorized representatives hereinafter referred to as the contracting officer's representative for this contract is:

Name: **Ian Fisher**

Address: U.S. Nuclear Regulatory Commission
Mailstop: TWFN 03 B6
Office of Administration
Washington, DC 20555

Telephone Number: (301) 415-6528

Email: ian.fisher@nrc.gov

Name: **Gregory Chicca**

Address: U.S. Nuclear Regulatory Commission
Mailstop: TWFN 03 B6
Office of Administration
Washington, DC 20555

Telephone Number: (301) 415-6528

Email: gregory.chicca@nrc.gov

(c) Performance of the work under this contract is subject to the technical direction of the NRC project officer. 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 or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(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, approve technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(d) Technical direction must be within the general statement of work stated in the contract. The contracting officer's representative 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.

(e) All technical directions must be issued in writing by the contracting officer's representative or must be confirmed by the contracting officer's representative in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(f) The contractor shall proceed promptly with the performance of technical directions duly issued by the contracting officer's representative in the manner prescribed by this clause and within the contracting officer's representative authority under the provisions of this clause.

(g) If, in the opinion of the contractor, any instruction or direction issued by the contracting officer's representative is within one of the categories 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 that 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.

(h) Any unauthorized commitment or direction issued by the contracting officer's representative 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.

(i) 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 to the instruction or direction is subject to 52.233-1 - Disputes.

(j) In addition to providing technical direction as defined in paragraph (b) of the section, the contracting officer's representative 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.

H.5 2052.235-71 SAFETY, HEALTH, AND FIRE PROTECTION. (JAN 1993)

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the health and safety of its employees and of members of the public, including NRC employees and contractor personnel, and to minimize danger from all hazards to life and property. The contractor shall comply with all applicable health, safety, and fire protection regulations and requirements (including reporting requirements) of the Commission and the Department of Labor. If the contractor fails to comply with these regulations or requirements, the contracting officer may, without prejudice to any other legal or contractual rights of the Commission, issue an order stopping all or any part of the work. Thereafter, a start work order for resumption of work may be issued at the discretion of the contracting officer. The contractor may not make a claim for an extension of time or for compensation or damages by reason of, or in connection with, this type of work stoppage.

H.6 NRCH490 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal

contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

H.7 NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

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.

H.8 NRCH470 GREEN PURCHASING (SEP 2015)

(a) In furtherance of the sustainable acquisition goals of Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade," products and services provided under this contract/order shall be energy efficient (EnergyStar® or Federal Energy Management Program - FEMP-designated products), water efficient, biobased, environmentally preferable (excluding EPEAT®-registered products), non-ozone depleting, contain recycled content, or are non- or low toxic alternatives or hazardous constituents (e.g., non-VOC paint), where such products and services meet agency performance requirements. See: Executive Order (EO) 13693, "Planning for Federal Sustainability in the Next Decade."

(b) The NRC and contractor may negotiate during the contract term to permit the substitution or addition of designated recycled content products (i.e., Comprehensive Procurement Guidelines - CPG), EPEAT®-registered products, EnergyStar®- and FEMP designated energy efficient products and appliances, USDA designated biobased products (Biopreferred® program), environmentally preferable products, WaterSense and other water efficient products, products containing non- or lower-ozone depleting substances (i.e., SNAP), and products containing non- or low-toxic or hazardous constituents (e.g., non-VOC paint), when such products and services are readily available at a competitive cost and satisfy the NRC's performance needs.

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

H.9 NRCH430 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (OCT 2014)

All contractor employees, subcontractor employees, applicants, 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 NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, applicants, and consultants who are subject to testing under this clause. The consequences of refusing to undergo drug testing or a refusal to cooperate in such testing, including not appearing at the scheduled appointment time, will result in the Agency's refusal of the contractor employee to work under any NRC contract. Any NRC contractor employee found to be using, distributing or possessing illegal drugs, or any contractor employee who fails to receive a verified negative 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, positive 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>

H.10 NRCH420 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (SEP 2013)

Prior to occupying any Government provided space at NRC Headquarters 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, Office of Administration. 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

H.11 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(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.

H.12 NRCH370 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

Ensuring the safety of occupants of Federal buildings is a responsibility shared by the professionals implementing our security and safety programs and the persons being protected. The NRC's Office of Administration (ADM) Division of Facilities and Security (DFS) has coordinated an Occupant Emergency Plan (OEP) for NRC Headquarters buildings with local authorities. The OEP has been approved by the Montgomery County Fire and Rescue Service. It is designed to improve building occupants' chances of survival, minimize damage to property, and promptly account for building occupants when necessary.

The contractor's Project Director shall ensure that all personnel working full time on-site at NRC Headquarters read the NRC's OEP, provided electronically on the NRC Intranet at <http://www.internal.nrc.gov/ADM/OEP.pdf>. The contractor's Project Director also shall emphasize to each staff member that they are to be familiar with and guided by the OEP, as well as by instructions given by emergency response personnel in situations which pose an immediate health or safety threat to building occupants.

The NRC Contracting Officer's Representative (COR) shall ensure that the contractor's Project Director has communicated the requirement for on-site contractor staff to follow the guidance in the OEP. The NRC Contracting Officer's Representative (COR) also will assist in accounting for on-site contract persons in the event of a major emergency (e.g., explosion occurs and casualties or injuries are suspected) during which a full evacuation will be required, including the assembly and accountability of occupants. The NRC DFS will conduct drills periodically to train occupants and assess these procedures.

H.13 NRCH320 COMPENSATION FOR ON-SITE CONTRACTOR PERSONNEL

(a) NRC facilities may not be available due to (1) designated Federal holiday, any other day designated by Federal Statute, Executive Order, or by President's Proclamation; (2) early dismissal of NRC employees during working hours (e.g., special holidays, water emergency); or (3) occurrence of emergency conditions during nonworking hours (e.g., inclement weather).

(b) When NRC facilities are unavailable, the contractor's compensation and deduction policy (date), incorporated herein by reference, shall be followed for contractor employees performing work on-site at the NRC facility. The contractor shall promptly submit any revisions to this policy to the Contracting Officer for review before they are incorporated into the contract.

(c) The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.

(d) On-site contractor staff shall be guided by the instructions given by a third party (e.g.,

Montgomery County personnel in situations which pose an immediate health or safety threat to employees (e.g., water emergency).

(e) The contractor's Project Director shall first consult the NRC Contracting Officer's Representative (COR) before releasing on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Contracting Officer's Representative's (COR) direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

H.14 NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS

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 [*Insert time for annual evaluation here*]. 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.

H.15 NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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.

H.16 NRCH070 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY

(a) The NRC will provide the contractor with the following items for use under this contract:

1. Please see attachment No. 009

Include an asterisk (*) if the item also applies to paragraph (b) below.

(b) The equipment/property listed below is hereby transferred from contract/agreement number: N/A, to contract/agreement number: N/A]:

(c) Only the equipment/property listed above in the quantities shown will be provided by the Government. The contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with the provisions of the FAR Government Property Clause under this contract and FAR Subpart 45.5, as in effect on the date of this contract. The contractor shall investigate and provide written notification to the NRC Contracting Officer (CO) and the NRC Division of Facilities and Security, Physical Security Branch of all cases of loss, damage, or destruction of Government property in its possession or control not later than 24 hours after discovery. The contractor must report stolen Government property to the local police and a copy of the police report must be provided to the CO and to the Division of Facilities and Security, Office of Administration.

(d) All other equipment/property required in performance of the contract shall be furnished by the Contractor.

H.17 NRCH060 MINIMUM INSURANCE COVERAGE

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract, in accordance with FAR 28.307-2:

(a) Worker's compensation and employer's liability insurance as required by applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least [*Insert liability coverage here*] (minimum \$100,000), except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least [*Insert general liability insurance amount here*] (minimum \$500,000) per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least *[Insert coverage amount here]* (minimum \$200,000) per person and *[Insert coverage amount here]* (minimum \$200,000) per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

H.18 NRCH030 SECURITY REQUIREMENTS FOR INFORMATION TECHNOLOGY LEVEL I OR LEVEL II ACCESS APPROVAL (SEP 2013)

The contractor must identify all individuals selected to work under this contract. The NRC Contracting Officer's Representative (COR) shall make the final determination of the level, if any, of IT access approval required for all individuals working under this contract/order using the following guidance. The Government shall have full and complete control and discretion over granting, denying, withholding, or terminating IT access approvals for contractor personnel performing work under this contract/order.

The contractor shall conduct a preliminary security interview or review for each employee requiring IT level I or II access and submit to the Government only the names of candidates that have a reasonable probability of obtaining the level of IT access approval for which the employee has been proposed. 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 employee verify the pre-screening record or review, sign and date it. The contractor shall supply two (2) copies of the signed contractor's pre-screening record or review to the NRC Contracting Officer's Representative (COR), who will then provide them to the NRC Office of Administration, Division of Facilities and Security, Personnel Security Branch with the employee's completed IT access application package.

The contractor shall further ensure that its personnel complete all IT access approval security applications required by this clause within fourteen (14) calendar days of notification by the NRC Contracting Officer's Representative (COR) of initiation of the application process. Timely receipt of properly completed records of the pre-screening record and IT access approval applications (submitted for candidates that have a reasonable probability of obtaining the level of security assurance necessary for access to NRC's IT systems/data) is a requirement of this contract/order. Failure of the contractor to comply with this requirement may be a basis to terminate the contract/order for cause, 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.

SECURITY REQUIREMENTS FOR IT LEVEL I

Performance under this contract/order will involve contractor personnel who perform services requiring direct access to or operate agency sensitive information technology systems or data (IT Level I). The IT Level I involves responsibility for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning, and design of a computer system, including hardware and software; or the capability to access a computer system during its operation or maintenance in such a way that could cause or that has a relatively high risk of causing grave damage; or the capability to realize a significant personal gain from computer access.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary IT access may be approved by DFS/PSB based on a favorable review or adjudication of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable review or adjudication of a completed background investigation. However, temporary access authorization approval will be revoked and the employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor shall assign another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When an individual receives final IT access approval from DFS/PSB, the individual will be subject to a reinvestigation every ten (10) years thereafter (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the individual being authorized to perform work under this contract/order requiring access to sensitive information technology systems or data. 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 seven (7) years residency in the U.S. will not be approved for IT Level I access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor individual may be denied access to NRC facilities and sensitive information technology systems or data until a final determination is made by DFS/PSB and thereafter communicated to the contractor by the NRC Contracting Officer's Representative (COR) regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level I contractors shall be subject to the attached NRC Form 187 and SF-86 which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems and data; access on a continuing basis (in excess more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

SECURITY REQUIREMENTS FOR IT LEVEL II

Performance under this contract/order will involve contractor personnel that develop and/or analyze sensitive information technology systems or data or otherwise have access to such systems or data (IT Level II).

The IT Level II involves responsibility for the planning, design, operation, or maintenance of a computer system and all other computer or IT positions.

Contractor personnel shall not have access to sensitive information technology systems or data until they are approved by DFS/PSB and they have been so informed in writing by the NRC Contracting Officer's Representative (COR). Temporary access may be approved by DFS/PSB based on a favorable review of their security forms and checks. Final IT access may be approved by DFS/PSB based on a favorable adjudication. However, temporary access authorization approval will be revoked and the contractor employee may subsequently be denied IT access in the event the employee's investigation cannot be favorably adjudicated. Such an employee will not be authorized to work under any NRC contract/order requiring IT access without the approval of DFS/PSB, as communicated in writing to the contractor by the NRC Contracting Officer's Representative (COR). Where temporary access authorization has been revoked or denied by DFS/PSB, the contractor is responsible for assigning another contractor employee to perform the necessary work under this contract/order without delay to the contract/order performance schedule, or without adverse impact to any other terms or conditions of the contract/order. When a contractor employee receives final IT access approval from DFS/PSB, the individual will be subject to a review or reinvestigation every ten (10) years (assuming continuous performance under contract/order at NRC) or more frequently in the event of noncontinuous performance under contract/order at NRC.

CORs are responsible for submitting the completed access/clearance request package as well as other documentation that is necessary to DFS/PSB. The contractor shall submit a completed security forms packet, including the OPM Standard Form (SF) 86 (online Questionnaire for National Security Positions), two (2) copies of the Contractor's signed pre-screening record and two (2) FD 258 fingerprint charts, to DFS/PSB for review and adjudication, prior to the contractor employee being authorized to perform work under this contract/order. 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 seven (7) years residency in the U.S. will not be approved for IT Level II access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB. The contractor shall ensure that all forms are accurate, complete, and legible. Based on DFS/PSB review of the contractor employee's security forms and/or the receipt of adverse information by NRC, the contractor employee may be denied access to NRC facilities, sensitive information

technology systems or data until a final determination is made by DFS/PSB regarding the contractor person's eligibility.

In accordance with NRCAR 2052.204-70 "Security," IT Level II contractors shall be subject to the attached NRC Form 187, SF-86, and contractor's record of the pre-screening which furnishes the basis for providing security requirements to contractors that have or may have an NRC contractual relationship which requires access to or operation of agency sensitive information technology systems or remote development and/or analysis of sensitive information technology systems or data or other access to such systems or data; access on a continuing basis (in excess of more than 30 calendar days) to NRC buildings; or otherwise requires issuance of an unescorted NRC badge.

CANCELLATION OR TERMINATION OF IT ACCESS/REQUEST

When a request for IT access is to be withdrawn or canceled, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) by telephone so that the access review may be promptly discontinued. The notification shall contain the full name of the contractor employee and the date of the request. Telephone notifications must be promptly confirmed by the contractor in writing to the NRC Contracting Officer's Representative (COR), who will forward the confirmation to DFS/PSB. Additionally, the contractor shall immediately notify the NRC Contracting Officer's Representative (COR) in writing, who will in turn notify DFS/PSB, when a contractor employee no longer requires access to NRC sensitive automated information technology systems or data, including the voluntary or involuntary separation of employment of a contractor employee who has been approved for or is being processed for IT access.

The contractor shall flow the requirements of this clause down into all subcontracts and agreements with consultants for work that requires them to access NRC IT resources.

H.19 NRCH020 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (SEP 2013)

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 COR 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 COR 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 COR for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

H.20 NRCH010 DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS - SERVICE CONTRACT ACT

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.

H.21 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST. (JAN 1993)

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the contractor:

- (1) Is not placed in a conflicting role because of current or planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract; and
- (2) Does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described apply to performance or participation by the contractor, as defined in 48 CFR 209.570-2 in the activities covered by this clause.

(c) Work for others.

(1) Notwithstanding any other provision of this contract, during the term of this contract, the contractor agrees to forego entering into consulting or other contractual arrangements with any firm or organization the result of which may give rise to a conflict of interest with respect to the work being performed under this contract. The contractor shall ensure that all employees under this contract abide by the provision of this clause. If the contractor has reason to believe, with respect to itself or any employee, that any proposed consultant or other contractual arrangement with any firm or organization may involve a potential conflict of interest, the contractor shall obtain the written approval of the contracting officer before the execution of such contractual arrangement.

(2) The contractor may not represent, assist, or otherwise support an NRC licensee or applicant undergoing an NRC audit, inspection, or review where the activities that are the subject of the audit, inspection, or review are the same as or substantially similar to the services within the scope of this contract (or task order as appropriate) except where the NRC licensee or applicant

requires the contractor's support to explain or defend the contractor's prior work for the utility or other entity which NRC questions.

(3) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site, the contractor shall neither solicit nor perform work in the same or similar technical area for that licensee or applicant organization for a period commencing with the award of the task order or beginning of work on the site (if not a task order contract) and ending one year after completion of all work under the associated task order, or last time at the site (if not a task order contract).

(4) When the contractor performs work for the NRC under this contract at any NRC licensee or applicant site,

(i) The contractor may not solicit work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate.

(ii) The contractor may not perform work at that site for that licensee or applicant during the period of performance of the task order or the contract, as appropriate, and for one year thereafter.

(iii) Notwithstanding the foregoing, the contracting officer may authorize the contractor to solicit or perform this type of work (except work in the same or similar technical area) if the contracting officer determines that the situation will not pose a potential for technical bias or unfair competitive advantage.

(d) Disclosure after award.

(1) The contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in this contract, that it does not have any organizational conflicts of interest as defined in 48 CFR 2009.570-2.

(2) The contractor agrees that if, after award, it discovers organizational conflicts of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the contracting officer. This statement must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. The NRC may, however, terminate the contract if termination is in the best interest of the Government.

(3) It is recognized that the scope of work of a task-order-type contract necessarily encompasses a broad spectrum of activities. Consequently, if this is a task-order-type contract, the contractor agrees that it will disclose all proposed new work involving NRC licensees or applicants which comes within the scope of work of the underlying contract. Further, if this contract involves work at a licensee or applicant site, the contractor agrees to exercise diligence to discover and disclose any new work at that licensee or applicant site. This disclosure must be made before the submission of a bid or proposal to the utility or other regulated entity and must be received by the NRC at least 15 days before the proposed award date in any event, unless a written justification demonstrating urgency and due diligence to discover and disclose is provided by the contractor and approved by the contracting officer. The disclosure must include the statement of work, the dollar value of the proposed contract, and any other documents that are needed to fully describe the proposed work for the regulated utility or other regulated entity. NRC may deny approval of the disclosed work only when the NRC has issued a task order which includes the technical area and, if site-specific, the site, or has plans to issue a task order

which includes the technical area and, if site-specific, the site, or when the work violates paragraphs (c)(2), (c)(3) or (c)(4) of this section.

(e) Access to and use of information.

(1) If, in the performance of this contract, the contractor obtains access to information, such as NRC plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), the contractor agrees not to:

(i) Use this information for any private purpose until the information has been released to the public;

(ii) Compete for work for the Commission based on the information for a period of six months after either the completion of this contract or the release of the information to the public, whichever is first;

(iii) Submit an unsolicited proposal to the Government based on the information until one year after the release of the information to the public; or

(iv) Release the information without prior written approval by the contracting officer unless the information has previously been released to the public by the NRC.

(2) In addition, the contractor agrees that, to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. Section 552a (1988)), or the Freedom of Information Act (5 U.S.C. Section 552 (1986)), or other confidential or privileged technical, business, or financial information under this contract, the contractor shall treat the information in accordance with restrictions placed on use of the information.

(3) Subject to patent and security provisions of this contract, the contractor shall have the right to use technical data it produces under this contract for private purposes provided that all requirements of this contract have been met.

(f) Subcontracts. Except as provided in 48 CFR 209.570-2, the contractor shall include this clause, including this paragraph, in subcontracts of any tier. The terms contract, contractor, and contracting officer, must be appropriately modified to preserve the Government's rights.

(g) Remedies. For breach of any of the above restrictions, or for intentional nondisclosure or misrepresentation of any relevant interest required to be disclosed concerning this contract or for such erroneous representations that necessarily imply bad faith, the Government may terminate the contract for default, disqualify the contractor from subsequent contractual efforts, and pursue other remedies permitted by law or this contract.

(h) Waiver. A request for waiver under this clause must be directed in writing to the contracting officer in accordance with the procedures outlined in 48 CFR 209.570-9.

(i) Follow-on effort. The contractor shall be ineligible to participate in NRC contracts, subcontracts, or proposals therefor (solicited or unsolicited) which stem directly from the contractor's performance of work under this contract. Furthermore, unless so directed in writing by the contracting officer, the contractor may not perform any technical consulting or management support services work or evaluation activities under this contract on any of its

products or services or the products or services of another firm if the contractor has been substantially involved in the development or marketing of the products or services.

(1) If the contractor under this contract, prepares a complete or essentially complete statement of work or specifications, the contractor is not eligible to perform or participate in the initial contractual effort which is based on the statement of work or specifications. The contractor may not incorporate its products or services in the statement of work or specifications unless so directed in writing by the contracting officer, in which case the restrictions in this paragraph do not apply.

(2) Nothing in this paragraph precludes the contractor from offering or selling its standard commercial items to the Government.

SECTION I - Contract Clauses

I.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS. (FEB 2016)

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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (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)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(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:

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

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

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved].

X (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

X (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

 (10) [Reserved].

 (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

 (ii) Alternate I (Nov 2011) of 52.219-3.

 (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

 (ii) Alternate I (JAN 2011) of 52.219-4.

 (13) [Reserved]

 (14)(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).

 (15)(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.

- X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (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 (Oct 2015) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- X (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- X (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- X (22) 52.219-28, Post Award Small Business Program Representation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2016) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- X (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (OCT 2015) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (OCT 2015). (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)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (37)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- X (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (39)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- X (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (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 (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (43) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (54)(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:

[Contracting Officer check as appropriate.]

- X (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014)(E.O. 13495).
- X (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- X (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- X (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

X (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

___ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

___ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 \$700,000 (\$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 (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212)
- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi) X_(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xviii) 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.

I.2 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of reimbursable work orders by the individuals or activities designated in the Schedule. Such orders may be issued during the period of performance of this contract.
- (b) All reimbursable work orders are subject to the terms and conditions of this contract. In the event of conflict between a reimbursable work order and this contract, the contract shall control.
- (c) If mailed, a reimbursable work order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.3 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 the contract period of performance.

I.4 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 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 years.

I.5 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

I.6 REGISTRATION IN FEDCONNECT (JULY 2014)

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, FedConnect®, to communicate with vendors and contractors. FedConnect® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use FedConnect® at <https://www.fedconnect.net/FedConnect>. The individual registering in FedConnect® must have authority to bind the vendor/contractor. There is no charge for using FedConnect®. Assistance with FedConnect® is provided by Compusearch Software Systems, not the NRC. FedConnect® contact and assistance information is provided on the FedConnect® web site at <https://www.fedconnect.net/FedConnect>.

I.7 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): <http://www.acquisition.gov/far>.

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLBLOWER RIGHTS (APR 2014)

- 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS. (MAY 2015)
- 52.222-6 CONSTRUCTION WAGE RATE REQUIREMENTS (MAY 2014)
- 52.223-1 BIOBASED PRODUCT CERTIFICATION. (MAY 2012)
- 52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS. (SEP 2013)
- 52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA. (JAN 1997)
- 52.223-4 RECOVERED MATERIAL CERTIFICATION. (MAY 2008)
- 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION. (MAY 2011)
- 52.223-10 WASTE REDUCTION PROGRAM. (MAY 2011)
- 52.223-12 REFRIGERATION EQUIPMENT AND AIR CONDITIONERS. (MAY 1995)
- 52.223-17 AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS. (MAY 2008)
- 52.223-19 COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS. (MAY 2011)
- 52.228-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION. (JAN 1997)
- 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)
- 52.232-39 UNENFORCIABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)
- 52.246-20 WARRANTY OF SERVICES. (MAY 2001)
- 52.246-25 LIMITATION OF LIABILITY - SERVICES. (FEB 1997)

SECTION J - List of Documents, Exhibits and Other Attachments

- 001. STATEMENT OF WORK
- 002. REIMBURSABLE SERVICES PRICE SCHEDULE
- 003. BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JAN 2015)
- 004. BILLING INSTRUCTIONS FOR TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)
- 005. NRC FORM 187 CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS
- 006. WAGE DETERMINATION FOR CBA-2015-8274
- 007. COLLECTIVE BARGAINING AGREEMENT
- 008. EQUIPMENT INVENTORY LISTINGS
- 009. GOVERNMENT FURNISHED PROPERTY, EQUIPMENT AND UTILITIES
- 010. PARKING PROCEDURES
- 011. APPLICABLE REGULATIONS, CODES, STANDARDS AND FORMS
- 012. BUILDING UPGRADES LIST
- 013. DRAFT NEW PARTNERING AGREEMENT

J.3 BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (JAN 2015)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM 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. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.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:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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).

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.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (MAY 2013).

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-\(TIN\)\)](http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN)))).
- c. 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 Federal Acquisition Regulation (FAR) 52.232-23 Assignment of Claims, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.
- d. 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.
- e. 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.**
- f. 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.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. 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.

- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- j. 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).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked FINAL INVOICE" or "FINAL VOUCHER".
- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.

J.4 BILLING INSTRUCTIONS FOR TIME-AND-MATERIALS/LABOR-HOUR TYPE CONTRACTS (JAN 2015)

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

The contractor shall prepare invoices/vouchers for reimbursement of costs in the manner and format described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Claims 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 vouchers/invoices is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.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:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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).

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

Frequency: The contractor shall submit claims for reimbursement 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 detailed cost information. This includes all applicable cost elements and other items discussed in paragraphs (a) through (q) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Billing of Costs after Expiration of Contract: If costs are incurred during the contract period and claimed after the contract has expired, you must cite the period during which these costs were incurred. To be considered a proper expiration invoice/voucher, the contractor shall clearly mark it "EXPIRATION INVOICE" or "EXPIRATION VOUCHER".

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

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

Supersession: These instructions supersede previous Billing Instructions for Time-and-Materials/Labor-Hour Type Contracts (MAY 2013).

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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 Federal Acquisition Regulation (FAR) 52.232-23 Assignment of Claims, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.
- c. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-\(TIN\)](http://www.irs.gov/Individuals/International-Taxpayers/Taxpayer-Identification-Numbers-(TIN))).
- d. 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.
- e. 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.**
- f. 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.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing period. Insert the beginning and ending dates (day, month, year) of the

period during which costs were incurred and for which reimbursement is requested.

i. Labor Hours Expended. Provide a general summary description of the services performed and associated labor hours utilized during the invoice period. Specify the Contract Line Item Number (CLIN) or SubCLIN, as applicable, and information pertaining to the contract's labor categories/positions, and corresponding authorized hours.

j. Property. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.

l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

o. Direct Costs. Insert the amount billed for the following cost elements, adjustments, suspensions, and total amounts, for both the current billing period and for the cumulative period (from contract inception to end date of this billing period).

(1) Direct (Burdened) Labor. This consists of salaries and wages paid (or accrued) for direct performance of the contract itemized, including a burden (or load) for indirect costs (i.e., fringe, overhead, General and Administrative, as applicable), and profit component, as follows:

<u>Labor Category</u>	<u>Hours Billed</u>	<u>Burdened Hourly Rate</u>	<u>Total</u>	<u>Cumulative Hours Billed</u>
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(2) Contractor-acquired property (\$50,000 or more). List each item costing \$50,000 or more and having a life expectancy of more than one year. List only those items of equipment for which reimbursement is requested. For each such item, list the following (as applicable): (a) an item description, (b) manufacturer, (c) model number, (d) serial number, (e) acquisition cost, (f) date of purchase, and (g) a copy of the purchasing document.

(3) Contractor-acquired property (under \$50,000), Materials, and Supplies. These are equipment other than that described in (2) above, plus consumable materials and supplies. List by category. List items valued at \$1,000 or more separately. Provide the item number for each piece of equipment valued at \$1,000 or more.

(4) Materials Handling Fee. Indirect costs allocated to direct materials in

accordance the contractor's usual accounting procedures.

(5) Consultant Fee. The supporting information must include the name, hourly or daily rate of the consultant, and reference the NRC approval (if not specifically approved in the original contract).

(6) Travel. Total costs associated with each trip must be shown in the following format:

<u>Start Date</u>		<u>Destination</u>		<u>Costs</u>
From	To	From	To	\$

(Must include separate detailed costs for airfare, per diem, and other transportation expenses. All costs must be adequately supported by copies of receipts or other documentation.)

(7) Subcontracts. Include separate detailed breakdown of all costs paid to approved subcontractors during the billing period.

p. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

q. Adjustments. Insert columns for any adjustments, including outstanding suspensions for unsupported or unauthorized hours or costs, for the current and cumulative periods.

r. Grand Totals.

3. Sample Invoice/Voucher InformationSample Invoice/Voucher Information (Supporting Documentation must be attached)

This invoice/voucher represents reimbursable costs for the billing period from____
 ____through_____.

<u>Cumulative</u>		<u>Amount Billed</u>	
	(a) <u>Direct Costs</u>	<u>Current Period</u>	
1)	Direct burdened labor	\$ _____	\$ _____
(2)	Government property (\$50,000 or more)	\$ _____	\$ _____
(3)	Government property, Materials, and Supplies (under \$50,000 per item)	\$ _____	\$ _____
(4)	Materials Handling Fee	\$ _____	\$ _____
(5)	Consultants Fee	\$ _____	\$ _____
(6)	Travel	\$ _____	\$ _____
(7)	Subcontracts	\$ _____	\$ _____
Total Direct Costs:		\$ _____	\$ _____
(b)	Total Amount Billed	\$ _____	\$ _____
(c)	Adjustments (+/-)	\$ _____	\$ _____
(d)	Grand Total	\$ _____	\$ _____

(The invoice/voucher format provided above must include information similar to that included below in the following to ensure accuracy and completeness.)

SAMPLE SUPPORTING INFORMATION

The budget information provided below is for format purposes only and is illustrative.

Cost Elements:1) Direct Burdened Labor - \$4,800

Labor	Hours	Burdened	
Cumulative			
<u>Category</u>	<u>Billed</u>	<u>Rate</u>	<u>Total</u>
Senior Engineer I	100	\$28.00	\$2,800
Engineer	50	\$20.00	\$1,000
Computer Analyst	100	\$10.00	\$1,000
			\$4,800
			Hours Billed
			975
			465
			320
			1,760 hrs.

Burdened labor rates must come directly from the contract.

- 2) Government-furnished and contractor-acquired property (\$50,000 or more) - \$60,000

Prototype Spectrometer - item number 1000-01 = \$60,000

- 3) Government-furnished and contractor-acquired property (under \$50,000), Materials, and Supplies - \$2,000

10 Radon tubes @ \$110.00	=	\$1,100
6 Pairs Electrostatic gloves @ \$150.00	=	\$ 900
		<u>\$2,000</u>

- 4) Materials Handling Fee - \$40

(2% of \$2,000 in item #3)

- 5) Consultants' Fee - \$100

Dr. Carney - 1 hour fully-burdened @ \$100 = \$100

- 6) Travel - \$2,640

- (i) Airfare: (2 Roundtrip trips for 1 person @ \$300 per r/t ticket)

<u>Start Date</u>	<u>End Date</u>	<u>Days</u>	<u>From</u>	<u>To</u>
4/1/2011	4/7/2011	7	Philadelphia, PA	Wash, D.C.
			\$300	
7/1/2011	7/8/2011	8	Philadelphia, PA	Wash, D.C.
			\$300	

- (ii) Per Diem: \$136/day x 15 days = \$2,040

- 7) Subcontracting - \$30,000

Company A	= \$10,000
Company B	= <u>\$20,000</u>
	\$30,000

(EX: Subcontracts for Companies A & B were consented to by the Contracting Officer by letter dated 6/15/2011.)

Total Amount Billed	\$99,580
Adjustments (+/-)	<u>- 0</u>
Grand Total	\$99,580

4. Definitions

Material handling costs. When included as part of material costs, material handling costs

shall include only costs clearly excluded from the labor-hour rate. Material handling costs may include all appropriate indirect costs allocated to direct materials in accordance with the contractor's usual accounting procedures

STATEMENT OF WORK

C.1 Title of Project

Building Operation and Maintenance of the NRC Headquarters Facilities.

C.2 Introduction

The contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items and non-personal services necessary to perform the operation and maintenance of the headquarters facilities as defined in this SOW, except for those items specified as Government-furnished property and services. The contractor shall perform to the standards in this contract.

C.3 Background

The Government anticipates award of a firm-fixed-price contract for a base period of 1-year and four 1-year option periods for basic service calls and recurring services. The contract will also contain provisions for reimbursable work items for repair and minor construction or installation of new equipment. Schedules of incentives and disincentives for each category of work are included herein.

Facilities

The NRC Headquarters consists of four buildings; three of these buildings are adjacent to the White Flint metro station. These buildings are referred to as OWFN, TWFN, and 3WFN, or together as NRC headquarters. Building 4 is located on Boiling Brook Parkway in Rockville, Maryland, and is referred to as the NRC Warehouse and Office of the Inspector General (OIG) Space.

The OWFN building is an 18 story building, the TWFN building is a 10 story building, and 3WFN is a 14 story building. All three buildings have multi-level underground parking facilities. The parking levels in OWFN and TWFN are connected. These two buildings comprise approximately 1,000,000 square feet of space (including the parking garage, Lot 4 of parking and entrance). The 3WFN and Building 4 are leased buildings managed by others and will only require reimbursable contract services.

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

Address of each facility is as follows:

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

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

Building 3 and Building 4 are covered by reimbursable services only.

Building 3, 3WFN
11601 Landsdown Street, North Bethesda, MD 20852

Building 4, NRC Warehouse and OIG Space
4930 Boiling Brook Parkway, Rockville, MD 20852

C.4 Objective

The objective of this contract is to have a qualified facilities management services contractor provide all necessary supervision, labor, materials, and equipment to efficiently and safely operate and maintain the facilities, equipment, and systems described herein for the NRC headquarters buildings under a performance-based contract. The contract will also contain Indefinite Delivery/Indefinite Quantity ordering provisions for reimbursable work items for repair and minor construction or installation of new equipment. Schedules of incentives and disincentives for each category of work are included herein.

A partnering agreement will be developed jointly by the NRC and the contractor to provide a roadmap for open lines of communication and provide mutual benefit to both parties. There is a sample partnering agreement located in the attachment section of this document.

C.5 Type of Contract Contemplated

Hybrid – See clause section and price schedule

C.6 Scope of Work

The contractor shall provide all resources necessary to accomplish the tasks and deliverables described in this Statement of Work (SOW). The contractor shall provide building operation and maintenance for the NRC headquarters buildings.

Provide for operations and maintenance (O&M) service including all management, supervision, labor, sub-contractors, materials acquisition and disposal, supplies, tools, repair and replacement parts for the following services:

- Operation, maintenance, and repair of all building systems and equipment to include mechanical, electrical, plumbing, and fire safety
- Mechanical system water treatment
- Architectural and structural maintenance and repairs
- Parking garage management
- Reimbursable maintenance services
- Building energy management per Executive Order (EO) 13693

- Vehicle barrier security system
- Turnstiles and revolving doors

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

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

- Mail handling equipment
- Computers (except EMS and Fire Alarm computers)
- Audio-visual equipment (except for drop down projection screens)
- Free standing office furniture
- Printing plant equipment
- Systems furniture (except for electrical components)
- Telecommunications equipment
- Security systems (except the Vehicle Barriers, Gates, Turnstiles, and Revolving Doors)
- Laboratory equipment
- Office machines
- Government-owned appliances and vending machines (microwave ovens, range, toaster ovens, refrigerators located in the child care center, Two White Flint North (TWFN) building cafeteria, vending rooms and kitchenettes)
- Rooftop telecommunications antennae equipment
- Personally-owned appliances
- Equipment belonging to other contractors
- Elevator systems (except to operate and reset elevators during emergencies)
- Outdoor irrigation system (except in building supply and drain valves)
- Landscaping and snow removal
- Trash removal (except as related to O&M contracts work)
- Custodial services (except cleanup from equipment failures)
- General Services Administration (GSA) space located within the One White Flint North (OWFN) building
- Locksmith services (except installation/removal of Nuclear Regulatory Commission (NRC) supplied equipment)
- Utility-owned service equipment

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

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

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

Storage: The Contractor shall use the Government-designated storage areas identified herein. The Government assumes no liability for loss or damage to Contractor-furnished property. Supplies such as packing, lubricants, rags, cleaners, etc., shall be properly secured in containers approved by the COR or his/her designee(s) and at a minimum stored in accordance with National Fire Protection Association (NFPA) fire and safety requirements (to include, but not limited to NFPA 30 and NFPA 231), .

Supplies: The Contractor shall provide its own parts, supplies, materials, and equipment stored on site in such quantity as necessary to assure continuous compliance with performance of all of the requirements in this contract. The Government reserves the right to furnish to the Contractor any or all parts, supplies, materials, and/or equipment that are beyond the requirements of this contract, e.g., upgraded, rather than standard, components or parts for repair. In such case, the nonstandard items may be acquired by the Government and furnished to the Contractor for installation. All Contractor-acquired tools and equipment shall be tagged by the Contractor to identify it as owned by the Contractor.

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

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

The COR shall give written disposal instructions for items beyond repair and the Contractor shall accomplish disposal in accordance with those instructions. Upon completion of all necessary repair and/or replacements, the Contractor shall submit another written certification to the COR of this agreement as to the working order of the GFP. If, however, the COR does not agree with the Contractor assessment as to the

working order of the property, this failure to agree shall be treated as a dispute pursuant to the clause of this contract entitled "Disputes."

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

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

Compensation shall be adjusted to reflect such loss or damage through either reduced payments owed to the Contractor or through direct payment to the Government by the Contractor in amounts commensurate with the current market value of items lost or reduced in functionality or service life caused by damage to the item(s) or to the Contractor's negligence. The method of compensation shall be determined unilaterally by the CO. Failure of the Contractor to properly operate, maintain, repair or replace in a timely manner GFP shall not be cause for claims of delays or nonperformance of any activity required by this contract. Throughout the period of performance of this contract, all GFP as specified in C.13 shall remain the property of the Government. Within 5 business days after the expiration or termination date of the contract, the Contractor and the COR shall conduct a joint inventory of all Government-furnished property, including, but not limited to, records, reports, logs, and financial data. Upon completion of the joint inventory, the COR shall submit to the Contractor a written certification of receipt of all GFP. At the conclusion of the contract period, the Contractor's property shall be removed from NRC headquarters. The Government accepts no liability for any property in excess of that identified in the joint inventory, which may be stored at the option of the Contractor in Government-furnished space. Should the Contractor unilaterally elect to store property in excess of that identified as joint inventory in Government-furnished space, such additional property shall be so stored in reasonable quantities only, and only for eventual use pursuant to this contract.

Occupational Safety and Health Act (OSHA) Requirements for Space: Five (5) business days prior to the takeover date of the contract, the space furnished to the Contractor will be inspected by the COR and the Contractor for total compliance with OSHA. After the takeover date of the contract, the Contractor shall be responsible for assuring that the space continues to be in complete compliance with OSHA, with the exception of any corrections for which the Government is responsible prior to the effective date of the contract. The Government will assume no liability or responsibility for the Contractor's compliance or noncompliance with OSHA requirements.

Space Modifications: Should the Contractor require any structural modification to its Government-provided space, the Contractor shall provide a written description of the proposed structural modification, a justification for the changes, cost proposal to the COR and obtain written approval by the COR before proceeding with any space modification.

Debris: The Contractor shall maintain all work areas, machinery spaces, shops and storerooms in a neat, clean, and orderly manner. During and at completion of work, debris shall not be allowed to spread into adjacent areas nor accumulate in the work area itself. All such debris, excess material, and parts shall be cleaned up and removed at the completion of the job and/or at the end of each day while work is in progress. Upon completion of work, any stains, or other unsightly marks shall be removed. Any furniture that must be moved or removed by the Contractor in performance of effort under this contract shall be replaced to original positions when work is completed.

Building Permits: The Contractor shall obtain an NRC Building Permit Authorization approved by the COR prior to the use of all chemicals, sealants, adhesives, welding, soldering, work on fire alarm systems, construction, renovations, building alterations, and any other work which may disrupt building occupants.

C.7 Tasks

C.7.1 Specific Tasks

Task 1: Standards to Be Maintained:

a. **Temperature Standards:** Temperature levels in the building shall be maintained with the objective of maximizing the comfort of the tenants in the most efficient manner possible and in coordination with the COR, CO or his/her designee(s). The Contractor shall maintain temperatures within 68-74°F during Government Regular Working Hours in the heating season, adjusting discharge air temperatures to achieve these goals as much as possible and within 74-78°F during Government's Regular Working Hours in the cooling season. The Contractor, with concurrence from the COR, shall adjust temperatures when requested by FIXIT service requests to be within these ranges, or as requested by the COR (See Task 6). The Contractor shall start up or shut down the HVAC equipment earlier or later than the Contractor's Regular Working Hours, contingent upon weather conditions and building temperatures effected thereby. Such services shall be performed as basic services. The Contractor shall maintain building

temperature levels during other than Government's Regular Working Hours to assure the protection of the buildings when severe weather conditions exist.

Environmental standards must be maintained throughout the headquarters buildings' normal operating hours and in coordination with the COR, CO or his/her designee(s). Equipment System startup must be early enough to fully attain the seasonal temperature range at the beginning of the buildings' normal operating hours.

b. Sustainable Products: Greening of the Government and Recycling Contractor-furnished property shall meet the requirements of Executive Order (EO) 13693 (or current EO) and approved products may be found on the U.S. Department of Agriculture website, <http://www.biopreferred.gov>. Examples of such products include, but are not limited to, use of non-aerosol products in lieu of aerosol products, bio-based products and use of supplies that contain the highest percentage of recovered materials available. In the event that GREEN products are determined by the Contractor to be either significantly more expensive when compared to a less environmentally desirable product, or the quality of such product is unacceptable when compared to a less environmentally desirable equivalent, the Contractor shall consult with the COR for a waiver in that instance. Absent such waiver, the Contractor shall supply the environmentally preferable product at no additional cost.

c. Ventilation: Ventilation shall be defined within industry standards set forth by the American Society of Heating, Refrigeration, Air Conditioning Engineers (ASHRAE) and Government requirements as specified by GSA, Department of Energy, and the Environmental Protection Agency (EPA).

d. Energy Conservation Standards: The Contractor shall operate and maintain all mechanical, electrical, plumbing and utility systems to prevent interruption in services, ensuring the efficient and economical operation of the NRC headquarters buildings and grounds. Assets under this contract are subject to the energy conservation requirements mandated by the August 2005 Energy Policy Act (Sections 102 and 104). This information is available at http://energy.gov/sites/prod/files/2013/10/f3/epact_2005.pdf. All equipment must be operated as efficiently as possible, considering both demand and the consumption costs of utilities. Contractor personnel shall have received certified training from the manufacturers of our specific Building Automated Systems (BAS). The BAS in both OWFN and TWFN is a direct digital control (DDC) Alerton Control Systems. Certifications shall be updated and consistent with manufacturer regulations and recommendations.

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

Task 2: Safety, Environmental, Hazardous Materials and Fire Protection:

a. Safety, Environmental:

1. Chlorofluorocarbons (CFC) will be maintained for the Government's review in accordance with the latest EPA standards (current standard Clean Air Act, Section 608). The Contractor shall be responsible for all records, reports, actions, and regulatory direction required for compliance. The Contractor shall recover CFC refrigerants and ensure no release into the atmosphere when servicing air conditioning and refrigeration equipment in accordance with Federal and State requirements.

2. Contractor shall conduct on-site work in a manner that provides for the safety of the public, tenants, and employees.

b. Hazardous Materials:

1. Safety and health shall be incorporated into any service the Contractor provides under this contract.

2. The Government will inform the Contractor in writing of any known hazardous material in a specific building. If the Contractor discovers or must disturb materials that are known or suspected to contain hazardous material, the Contractor shall report it to the COR or his/her designee(s) within 1 hour with a plan of action. The COR or his/her designee will review the plan of action and provide comments in writing prior to Contractor proceeding with work.

3. The Contractor shall notify the COR or his/her designee(s) of any potentially hazardous materials being brought on-site for review and approval.

4. The Contractor shall maintain current inventory and Safety Data Sheets (SDS) for all hazardous on-site materials.

5. The Contractor shall be responsible for the proper off-site disposal of any and all hazardous materials generated in performance of work under this contract (e.g., fluorescent tubes, lubricants, antifreeze, etc.).

6. The Contractor shall establish procedures under the Resource Conservation and Recovery Act for disposal of hazardous waste (if applicable) used during the O&M of equipment and mechanical systems. This includes the accumulation, transportation, treatment, storage, or disposal of hazardous waste. The Federal regulations for hazardous waste are in Title 40 of the Code of Federal Regulations (40 CFR).

c. Fire Protection: Maintenance to National Fire Code Standards: Fire warning and protection systems, and all other applicable equipment, shall be maintained for the Government's review to meet all relevant National Fire Code standards, or local fire codes, whichever are more stringent. The Contractor shall ensure that staff is fully trained and proficient in operating, responding to, and verifying the operation integrity of the fire protection systems and immediately available during the Contractor's Regular Working Hours or within 1 hour during other than Contractor's Regular Working Hours in case of building emergencies.

Task 3: Other Contracted Work at the NRC Headquarters

The CO may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with such other Contractors, NRC CO, or COR. The Contractor

shall prudently schedule work, in conjunction with the additional work, as may be directed by the COR, CO or his/her designee(s). In addition, the Contractor shall not commit or permit any act, which will interfere with the performance or work by another Contractor, or NRC CO or COR.

Task 4: Operations

Operations include, but are not limited to, the work undertaken to plan, organize, partner and communicate with stakeholders, and execute maintenance and project functions as they relate to Federal assets.

- a. Plan, organize, and direct the execution of the O&M service contract in concert with the COR.
- b. Maintain and manage the Plan of Operation.
- c. Conduct equipment PM and repairs.
- d. Provide documentation, record keeping and reporting.
- e. Conduct meetings, maintain communications, collect information and maintain reporting systems.
- f. Provide for the efficient and professional operation of facility systems and equipment.
- g. Ensure all building systems are operational during scheduled occupied times.
- h. Direct the operation and servicing of mechanical equipment included, but not limited to, all equipment in asset inventory.
- i. Coordinate and communicate actions with building tenants to ensure customer satisfaction.
- j. Provide Engineering/Technical support- general information and response to technical questions related to the asset.
- k. Maintain an updated equipment inventory.
- a. Manage warranty compliance and claims for the benefit of the Government.
- l. Communicate and integrate with other building service functions.
- m. Maintain the garages free of old and excess building materials and debris. Note: the contractor is allowed to keep a small dumpster on site. The size and location of the dumpster must be approved by the COR prior to bringing on site.
- n. Provide other building basic services, such as handyman services (hanging pictures, plaques, whiteboards, and signs, install door stops, coat hooks, soap, toilet paper, towel dispensers, etc.),
- o. Provide building systems support (fire alarm, sprinkler, HVAC, etc.)
- p. Escort other NRC Contractors performing O&M-related building projects up to \$2,000 in labor or material per task.

Task 5: Staff Availability

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

At the time of contract award, the Contractor shall provide the CO and the COR with telephone numbers which may be used at any time to directly contact, as necessary, the Facility Manager (FM), Deputy Facility Manager (DFM), the Technical Supervisor (TS), and Chief Engineer (CE) at their homes or at other locations away from the NRC

headquarters buildings. During other than Regular Contractor's Working Hours, one of the managers (FM, DFM, TS or the CE) shall be available to arrive at the NRC headquarters buildings within 1 hour of NRC telephonic notification to respond to emergencies. In addition, the Contractor shall provide the Government (COR and the CO) a monthly up to date Contractor manager's on-call list with home and cell phone numbers.

Task 6: Service Requests

a. The Contractor shall refer to Sections C.7.3.2.i and C.7.3.2.j for their responsibilities in performing its daily survey of the operation of the NRC headquarters equipment and systems and for service requests which may result in repair work. In addition, the COR may issue a request to the Contractor at any time, to investigate and/or to take any necessary corrective action. Service requests are referred to throughout this section as FIXIT service requests. The Contractor will receive FIXIT service requests on its computer hardware and software. When responding to a FIXIT and the occupant is not present at his or her workstation, the Contractor shall leave a "company calling card" that includes the technician's name, action taken or to be taken, date, time, service ticket number, and how the Contractor should be contacted for follow-up action or question.

b. Types of FIXIT Service Requests:

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

1. Emergency:

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

Performance Requirement:

In the instance where the CO or COR shall designate a FIXIT, e-mail or telephone communications service request as an "Emergency," the Contractor shall report to the site of the emergency immediately following verbal and/or written notification during Regular Contractor's Working Hours, or within one hour following notification during other than Regular Contractor's Working Hours, including weekends and holidays. Upon arrival at the site, the Contractor shall correct the problem within 1 hour or as agreed upon between the Contractor and the COR. If efforts to complete correction of the emergency problem extend beyond the conclusion of the Contractor's Regular Working Hours, the Contractor shall remain at the site until correction of the problem is completed and the problem shall be regarded as a basic contract service. If, however, the work cannot be completed due to circumstances beyond the fault or control of the

Contractor as determined by the Government, the Contractor and the COR shall mutually agree upon a new completion schedule. Any material not on-hand and necessary to resolve the problem shall be obtained expeditiously via the Contractor's vehicle for local pickup, courier or overnight delivery. If a completion schedule cannot be agreed upon, the CO may issue a unilateral decision for a completion time for the effort.

Total Building Emergency:

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

Damage Control Team:

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

Occupant Emergency Plan:

The Contractor shall ensure that all of the Contractor's employees are familiar with NRC headquarters OEP (to be provided at the Q&A Sessions for Individual Offerors and at time of award). On the effective date of the contract, and on a semi-annual basis thereafter, the Contractor shall conduct training sessions to ensure that the Contractor's employees are familiar with their assignments as a member of the Damage Control Team. The Contractor shall submit a written notification to the COR, within 5 business days after completion of each training session, to certify that training of all its employees has been successfully completed. On an annual basis, the NRC Emergency Coordinator shall schedule orientation sessions with the Government in which the FM, DFM, TS and CE shall participate. During these sessions, the FM or DFM, shall be responsible for describing the fire protection system to the evacuation monitors and shall conduct tours of the NRC headquarters buildings for the purpose of demonstrating the fire protection system.

2. Urgent:

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

Performance Requirement:

The Contractor shall arrive at the site within 30 minutes and correct the problem within 2 hours or less. If efforts to complete correction of an urgent problem extend beyond the conclusion of the Contractor's Regular Working Hours, the Contractor shall recommence the work at 5:00 a.m. on the following workday.

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

3. Routine:

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

Performance Requirement:

The Contractor shall respond promptly after receipt of a routine call, and complete the work within 48 hours of receipt of a work request during the Contractor's Core Coverage Hours. If, however, the work cannot be completed within 48 hours due entirely to circumstances beyond the fault or control of the Contractor, the Contractor shall enter a request for extension in the FIXIT system and the COR and Contractor shall mutually agree upon a new completion schedule. If a completion schedule cannot be agreed upon, the CO may issue a unilateral decision for a completion time for the effort.

c. Reporting Requirements for FIXIT Service Requests:

1. The Contractor is required to closeout each service request daily (as completed) to include the date and time the Contractor responded to the FIXIT service request, a description of the problem, corrective action taken, the date and time corrective action was completed, the name of personnel who corrected the problem, total staff hours expended, a description and cost of any materials/supplies used, and the name of Contractor personnel who performed the quality control inspection. Closeout of FIXIT

service request where the work has not been completed is unacceptable. The Contractor's service personnel must assure that the requested repair or service is completed. If there are questions to the nature or location of the requested repair or service, the Contractor is to contact the requestor in person, by telephone or email and verify the information so the requested repair or service can be completed. If the time to complete the request is longer than the time allotted by the classification of request and due to incorrect or incomplete information provided by the requestor, the Contractor should request an extension.

Task 7: Emergency Diversion of Workforce

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

Task 8: General Maintenance

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

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

The Contractor shall perform all work with minimum interference to the Government operation and personnel. The Contractor shall schedule with the COR, not less than 48 hours in advance, all temporary outages of any utility services or security equipment and fire alarm systems required for the performance of work using a NRC Building Permit. All outages required after Government's Regular Work Hours and affecting Government operations, shall be approved by the COR unless otherwise specified. The Contractor shall place a "repair pending notice" at the repair site for any pending repair that is not completed by the end of the Contractor's Regular Work Hours. The Contractor shall note the repair to be made, the technician's name and a point of contact within the contractor's organization for questions. The Contractor shall replace all furniture to its original position after completing all repair or maintenance services in a work site. The Contractor shall not remove, without prior approval, any papers or personal belongings in the work site when performing repairs or maintenance service.

The Contractor shall maintain an adequate storage of spare parts, materials, supplies and expendable items to ensure uninterrupted operation of the buildings. The Contractor shall also have access to readily available sources of supply parts, materials, and supplies to ensure uninterrupted operation of the buildings. The Contractor shall also have a vehicle on site to allow the pickup of parts, materials, and supplies to ensure uninterrupted operation of the buildings.

Task 9: Equipment and Systems

Facility premises and contents, as defined, include but are not limited to:

- air-conditioning equipment and systems
- air-handling/distribution equipment and systems
- aviation warning lights
- domestic water equipment and systems
- drinking water systems- units (point of use systems)
- electrical equipment, overhead lighting, and transformer switchgear systems
- fire protection and detection equipment and systems, fire suppression and extinguishers
- heating equipment and systems
- HVAC system controls and energy management systems
- sanitary sewage equipment and systems
- storm drainage equipment and systems (interior and exterior)
- underground utility systems
- cafeteria utility systems
- curtain wall systems
- architectural and structural systems
- parking garage and ground level parking facility
- convenience store, child care center, fitness center, jogger shower, and credit union facility systems
- electrical drop down projection screens
- above-ground glass structure connecting the OWFN and TWFN buildings (Link)
- conference room moveable partitions
- OWFN cafeteria refrigeration, cooking equipment, dishwasher equipment and other Government-owned equipment (excluding sink strainers)
- OWFN and TWFN cafeteria exhaust hood, fans, and duct
- outside furniture and structures, exterior lighting, driveways, vehicle barrier systems, (excludes landscaping)
- OWFN elevator, power stabilization transformers

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

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

equipment, building equipment, and operating systems under the basic contract services.

Task 10: Preventative Maintenance (PM) Program

The Contractor shall adhere to maintenance programs that are consistent with the manufacturer's recommendations, GSA Guide Card standards, the Contractor's proposed Plan of Operation, and industry best practices (whichever is most stringent). Any changes to the maintenance program shall be continually updated in the monthly report.

All PM of critical equipment shall be performed by journeyman level qualified personnel who are fully knowledgeable and experienced in inspecting, testing, and maintaining buildings similar to NRC headquarters and have a minimum of 3 years of field experience. Testing work on high and low voltage electrical power distribution systems shall be performed only by Master level electricians, accredited as certified by the National Electrical Testing Association or equivalent testing organizations or licensed by State officials approved by the COR, and have a minimum of 3 years of field experience. The journeyman level mechanics may be assisted by qualified helpers in conformity with local trade practices. All PM shall be performed during the Contractor's Regular Working Hours with the exception of any equipment that shall disrupt service to the building. Performance of maintenance on this equipment shall be conducted after 6:00 p.m. Monday through Friday and anytime on weekends and holidays. The costs for all PM performed during this period shall be considered Basic Contract Services up to \$2,000 per PM. Any costs above \$2,000 per PM will be borne by the Government as a Reimbursable Work Request. The Contractor shall notify the Government one month prior to scheduled PM work over the \$2,000 threshold with the appropriate requests and estimate(s).

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

The Contractor shall inspect all fired and unfired pressure vessels (tanks) annually. The Contractor shall post the completed inspection certificate or other form approved by the COR on or near the fired and unfired pressure vessels. The Contractor shall, subject to the dollar thresholds specified herein, correct all deficiencies identified during PM inspections.

The contractor is responsible for providing annual service contracts through an OEM certified vendor for the following systems/components. All required periodic inspection and testing with reports shall be included. Completed inspection reports shall be submitted to the COR within 5 business days after completion. Additionally, labor rates and response times for repairs shall be included.

OWFN/TWFN Fire Alarm and Suppression Systems
OWFN Base Building Chillers
TWFN Base Building and Tenant Chillers
OWFN Uninterruptible Power Supply (UPS) (2nd floor)
TWFN Uninterruptible Power Supply UPS (5th floor, qty. 2)
OWFN/TWFN Energy Management System

Vehicle Barrier System
OWFN/3WFN Lobby Turnstiles
OWFN/TWFN Revolving Doors (qty. 5)
OWFN/TWFN Emergency Generators (qty. 4)
OWFN/TWFN Davit Systems

Costs for the service contracts will be included in basic services. Repairs above the normal inspection preventative maintenance tasks will be subject to the \$2,000 limit for the contractor.

Performance Requirement:

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

Acceptable Performance Level:

a. The Contractor shall perform preventative maintenance on equipment within specified periods.

Surveillance Plan:

a. The COR, CO, or his/her designee, will be responsible for performing random and scheduled inspections.

Minimum Acceptable Standard:

a. The minimum acceptable standard for preventative maintenance is 85% of the quarterly PM workload completed by the end of the applicable week, month, or calendar year; or as agreed to by the COR. The quarterly PM workload will be calculated by the number of quarterly PM items. Schedule of monthly/quarterly PM items is provided by the Contractor.

Bonuses/Deductions*:

Workload completed	Bonus/Deductions
100%	+ \$2,000
96-99%	+ \$1,000
85-95%	+/- \$0
80-84%	- \$1,000
75-79%	- \$2,000

*Note: An additional \$500 deduction for each 5% deficiency thereafter (following the pattern above, starting with 74%)

Task 11: Repairs

Individual operational adjustments, repairs or replacements due to malfunctions, or breakdowns, or degraded performance that do not exceed \$2,000 per incident for labor, replacement parts and/or material, are the sole responsibility of the Contractor. The Contractor shall report any need for a repair which will exceed the \$2,000 labor, parts and material threshold, to the COR, CO or his/her designee(s) immediately. The Contractor shall not start work on any repair where labor, parts and material are above the \$2,000 threshold, until ordered to do so by the COR, CO or his/her designee(s) (if the Government chooses to use the Contractor as opposed to an outside source). The Contractor must submit a detailed proposal which identifies costs for labor, parts, material and/or subcontractor pricing to the COR, CO or his/her designee(s). The COR, CO or his/her designee(s) will authorize the Contractor in writing of proposal acceptance and approval to move forward with the repairs. All prime Contractor indirect and/or mark-up costs shall have been considered or included in the price for basic contract services in the normal work to be performed under this contract (e.g., overhead, general and administrative costs, profit and supervision) and, therefore, shall not be applied to reimbursable services under the set amount of projected reimbursable services in this contract.

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

Repairs That Do Not Exceed \$2,000:

a. A repair is defined as work required preventing a breakdown of a piece of equipment or systems, or the restoration of service after a breakdown or failure of equipment or system. Additionally, a repair is defined as all architectural and structural maintenance and repair services which shall prevent damage and premature deterioration to equipment, architectural and structural components. This does not include equipment and systems design changes, modifications, or upgrades.

b. Performance Requirement:

The Contractor shall perform all required equipment, systems, and architectural and structural repairs identified as a result of the Contractor's quality control inspection activities, the Government's quality assurance surveillance activities, and through FIXIT requests. The Contractor shall be responsible for the first \$2,000 for the cost of any repair. For those repairs where the cost is above \$2,000, the Government shall be responsible for reimbursing the Contractor for the cost in excess of the first \$2,000. Should the decision be made to replace equipment in lieu of repair, the Contractor shall be responsible for the first \$2,000 cost for replacement of the equipment. The Contractor is not responsible for these costs when the reason equipment is replaced are for non-repair reasons such as equipment upgrade. The Contractor shall coordinate the scheduling of all repair services with the COR.

Repairs Exceeding \$2,000:

a. The Government reserves the right to have any repair exceeding \$2,000 performed by other than the Contractor and by so doing does not breach or otherwise violate the contract. For those repair costs above \$2,000 that will be reimbursed by the Government under the reimbursable services portion of this contract, the Government reserves the right to furnish any or all parts, materials and/or supplies to the Contractor as GFP. In the event the Government authorizes the Contractor to furnish parts, materials, and/or supplies, the price shall be on the basis of established catalog or list prices in effect, less all applicable discounts. However, in no event shall such price be in excess of the Contractor's price paid or the current market price, whichever is lower.

b. Performance Requirement:

The Contractor shall perform all required equipment, systems, and architectural and structural repairs identified as a result of the Contractor's quality control inspections, Government's inspections and through FIXIT requests. The Contractor shall obtain prior written approval from the CO in performance of repairs exceeding \$3,500. The Contractor shall submit a complete cost estimate proposal to the COR for approval of repairs exceeding \$2,000. The Contractor shall submit the proposal to the COR within 24 hours after determining that a repair exceeding \$2,000 is required or within a timeframe agreed upon between the COR and the Contractor.

c. In the case of any emergency repair job exceeding \$2,000, it is the CO's discretion to verbally authorize the Contractor to proceed in lieu of written approval. In the event the Contractor, while performing repairs (\$2,000 or under), determines that the cost shall exceed the \$2,000 repair limit, the Contractor shall first obtain COR approval for work over \$2,000 and CO approval for over \$3,500 before continuing such repair work. If the Contractor proceeds without having first obtained approval, the Government shall not be liable for reimbursement to the Contractor for the amounts in excess of \$2,000. The Contractor shall be responsible for the first \$2,000 for the cost of any repairs in this category under the fixed price basic services portion of this contract. Costs for repairs above \$2,000 will be reimbursed by the Government under the reimbursable services portion of this contract. However, if it is determined by the COR that a repair to equipment, systems, and components is required due to the Contractor's failure to properly operate, maintain, and service the equipment, systems, and components, the Contractor shall be responsible for all costs associated with these repairs. The Contractor shall accomplish repairs above \$2,000 within the time specified on the Work Order issued by the COR/CO, or as mutually agreed to between the Contractor and the COR/CO. The Contractor shall notify the COR 24 hours in advance of any work that is to be performed that would be disruptive to building occupants or interfere with normal building operations.

Maintenance, Service Requests and Repairs Over/Under \$2,000

Performance Requirement

a. See performance requirement for each repair category above.

Acceptable Performance Level:

a. The Contractor shall preserve equipment and systems in an unimpaired operating condition and perform routine repairs/service requests within specified periods.

Surveillance Plan:

a. The COR, CO, or his/her designee, will be responsible for performing random and/or joint inspections with the contractor. Surveillance may also come from customer complaints, FIXITs, e-mails and monthly/quarterly performance reports.

Minimum Acceptable Standard:

a. The minimum acceptable standard is 85% of the quarterly maintenance and repair workload completed within 48 hours or as agreed upon by the COR. The total quarterly maintenance and repair workload will be calculated by the number of and classification type of repairs required. Total quarterly FIX IT trouble calls less duplicate requests, less recall requests for work not completed, less requests that are outside the scope of the contract (e.g., FIXIT request, elevator problems, and kitchenette equipment repair request, etc.) equals the total quarterly workload.

Bonuses/Deductions*:

Workload completed	Bonus/Deductions
100%	+ \$2,000
96-99%	+ \$1,000
85-95%	+/- \$0
80-84%	- \$2,000
75-79%	- \$4,000

*Note: An additional \$500 deduction for each 5% deficiency thereafter (following the pattern above, starting with 74%)

Task 12: Architectural and Structural Maintenance/Repairs Services

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

b. Performance Requirements:

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

- exterior and interior walls, ceramic tile, grout, granite and marble panels
- roofing, soffits and flashing
- ventilators (and other items that pierce the wall or roof)
- windows, sky lights, atriums, transoms, doors (including automatic sliding doors), hardware, and mechanical room dividers

- sidewalks, steps and handrails, driveways, speed bumps, roads, curbing, parking areas, patios, fencing and exterior stairways (including painting of curbs and parking strips)
- concrete floors, carpeting, resilient tile, ceramic tile, granite, terrazzo and all stone flooring
- interior stairways and handrails
- ceilings and ceiling tile and gypsum wallboard ceilings
- venetian and vertical blinds shades and curtains
- restroom fixtures, including lighting fixtures and counter tops
- mirrors
- elevator shafts
- flagpoles stabilizers and flag hardware
- OWFN and TWFN internal and external signs and fixtures (excluding the TWFN business sign)
- other internal and external hardware and structural steel components
- daycare playground equipment and structures
- above-ground glass structure connecting the NRC headquarters buildings
- wall repair patching and painting (includes touch-up painting)
- caulking or re-grouting of all joints and seams

c. Acceptable Performance Level:

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

Task 13: Reimbursable Services

Reimbursable Contract Services (Work Orders):

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

a. General:

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

b. Pricing for Reimbursable Contract Services:

Contractor personnel will be utilized. The total cost of work orders shall consist of actual labor and direct costs (parts, materials, supplies). Consumable/shop supplies such as, but not limited to, rags, cleaners, solder, wire nuts, electrical tape, etc. shall not be included in reimbursable costs. This material is considered part of basic services. Additionally, all prime contractor indirect and/or markup costs are to be included in the basic contract services (eg; overhead, general and administration costs, profit and supervision, etc.). When submitting reimbursable cost proposals, the Contractor shall include the labor categories for those individuals performing the work and for those individuals providing security escort services when such efforts are required. For security escort services, the lowest cost labor category available should be used. These labor categories are subject to approval by the COR.

c. Types of Reimbursable Contract Services:

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

1. Expansion of services currently required under this contract into periods of a business day or additional business days not envisioned under the contract as now written, or services of a magnitude greater than that envisioned under the contract herein.

2. Repair amounts exceeding \$2,000 (direct cost) to the Contractor

3. Other:

- Upgrades of equipment or systems.
- Additional costs resulting from revision, supplement, and/or amendment of forms and publications.
- Correction of deficiencies as specified in Section C.30.
- Continued performance of this contract to run concurrently with Phased In - Phased Out (PIPO) period extending beyond the existing period of performance of this contract.
- Services to accomplish miscellaneous jobs of a trade or mechanical nature requested by the COR and not covered by basic services or exceeding the thresholds.
- Services needed at NRC buildings in the local Washington Metropolitan area other than the NRC headquarters buildings. These services are not covered under the basic service section of this contract. Current labor rates, profit and overhead, parking costs, and Government mileage reimbursement applies and travel time will be covered under current labor rates. Administrative costs for bid preparation may not be past to the Government. A parking space shall be provided at the NRC headquarters outside parking area for the parking of a service vehicle to be used for commuting to and between the remote NRC-leased buildings and picking up parts. Service calls are anticipated to be performed once a week except for emergency calls but can be requested by the COR/CO for other times.

d. Work Orders That Do Not Exceed \$3,500:

The COR shall place work orders that do not exceed \$3,500 using expedited processing procedures. Copies of these procedures shall be provided by the COR directly to the Contractor.

e. Work Orders That Exceed \$3,500:

The following procedures shall apply for all work orders issued by the CO that exceed \$3,500.

1. Upon receipt of a written solicitation by the COR or CO, which shall give details of specific work requirements, the Contractor shall submit one copy of a technical and cost proposal to both the COR and the CO. The technical portion of the proposal shall reflect, as a minimum, the Contractor's understanding of the work to be done, the applicable hourly labor rate (specified in the contract) and any drawings or rough sketches, if necessary, to identify the location and extent of the required work. Should the Contractor require "other direct cost" items for which there is no fixed hourly labor rate, such as materials or subcontractors, the Contractor shall submit price quotations from a minimum of three firms to the CO (exceptions may be granted by the CO).

2. Upon approval of the proposal, the CO shall submit a work order to the Contractor. Any work performed by the Contractor prior to receipt of an applicable authorization from the CO shall be at the Contractor's own risk.

3. The work order shall give the exact location and performance work statement, including room numbers, where applicable, the starting and completion dates, as well as include the applicable hourly labor rate and negotiated other direct costs. The work order shall specify whether or not the work shall be performed during Contractor's Regular Working Hours or other than non-working hours. In extremely urgent circumstances in which time is not available for the Contractor's proposal and the resultant work order, the CO shall direct the Contractor to provide the services either verbally or in writing. When verbal requests by the CO are made, the CO shall, after conferring with the Contractor, provide the Contractor with a written work order either immediately or at the beginning of the Contractor's Regular Working Hours. In those instances, where the Contractor does not believe that the work order properly reflects its costs, the Contractor may be entitled to an equitable adjustment under the Changes clause of this contract. More detailed procedures will be provided to the Contractor by the COR or CO after contract award. This will not require the execution of a contract modification.

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

The COR, CO or his/her designee(s) may, at their discretion, direct the Contractor to perform repairs within this category as part of the services to be provided under the terms of this contract. However, the Contractor will be compensated for these repair services as follows:

a. For reimbursable repairs, the Contractor shall submit a proposal reflecting labor category hours and labor, parts and material costs to accomplish a reimbursable service. If services are to be subcontracted, the Contractor shall be required, to obtain and supply documentation of three bids from potential subcontractors with the proposal.

This will apply to all repairs over \$3,500 unless otherwise directed by the CO.

b. In establishing a value for a reimbursable repair, the Government will only consider the direct costs. Direct is defined as parts or materials consumed, and labor effort expended at the place of performance, actually touching the end product, and necessary for the work. The labor rates to be used in negotiations will be those awarded on the basic contract. Consumable/shop materials are not to be included in material costs. All prime Contractor indirect and/or mark-up costs shall have been considered or included in the price for basic contract services in the normal work to be performed under this contract (e.g. O/H, G&A, profit and supervision) and, therefore, shall not be applied to reimbursable services under the set amount of projected reimbursable services in this contract. If the Contractor is requested/required to obtain three bids, the Contractor shall not include bid preparation or proposal costs to the proposed cost of the task.

c. The Contractor shall report any need for repairs within this category to the COR, CO or his/her designee(s), but shall not initiate such work until directed to so do by the CO or his/her designee(s). The Contractor shall furnish the COR with an itemized written

estimate of the labor hours and the cost of parts and materials which may be required to complete any repair in this category.

d. When authorized to perform a repair within this category, the Contractor shall ensure that each person involved in the repair signs in and out on a log established for that purpose and is provided with the request for payment.

e. All orders for repair work within this category will be placed or confirmed as shown below:

Repairs greater than \$2,000 will be confirmed on a written Order for Supplies or Services. The order will describe the service to be provided and will establish the maximum number of hours and amount of material costs for which the Contractor will be compensated. The ceilings specified in the order shall not be exceeded without the approval of the CO or his/her designee(s), and a modification to the order, with the same requirements as listed above in paragraph (a) for the issuance of the order.

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

Task 14: Parking Garage Management Services

a. Parking garage management services as required herein shall be regarded as basic contract services. The Contractor shall provide all personnel and materials required to operate the Government parking garage located on levels P1 - P4 of the OWFN building and P1 - P5 of the TWFN building. However, costs associated with Parking Garage Management Services shall be priced separately from the basic services referenced earlier in this SOW. See price schedule.

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

c. Acceptable Performance Level:
The Contractor shall perform all "White Flint North Parking Procedures" requirements for the NRC headquarters buildings.

Task 15: Plan of the Day Report:

Performance Requirement:

The Contractor shall provide a typed "POD Agenda Report" to the COR on or before 12 p.m. (Noon) each workday per Notifications and Reports Section C.7.3.2.r as detailed in the contract. This report shall provide a full description of the next business day's scheduled activities and reports of the morning tours to include, but not be limited to:

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

Acceptable Performance Level:

The contractor shall provide the POD report to the COR before noon each work day.

Surveillance Plan:

The COR will review the POD for completeness and timeliness.

Minimum Acceptable Standard:

No more than 15 quarterly deficiencies unless otherwise approved by the COR or CO.

Bonuses/Deductions*:

Number of Deficiencies	Bonus/Deduction
0 - 10	\$0
11 - 20	- \$500

*Note: An additional \$500 deduction for each 5th deficiency thereafter (following the pattern above, starting with 21)

Task 16: Morning Report:

Performance Requirement:

The Contractor shall by 7:15 a.m. Monday through Friday, send to the COR a typed report certifying:

- the operability of critical equipment
- wet bulb temperature
- operational status of all chillers
- problems identified with immediate action taken and planned corrective action for OWFN and TWFN
- subcontractor's activities (specify company name, nature and location of work);
- today's scheduled PM

- completed repairs from the previous day
- status of key and scheduled personnel
- weekly quality control tours (lighting, air handler rooms and restrooms)

Acceptable Performance Level:

The contractor shall provide the Morning Report to the COR before 7:15 a.m. each work day.

Surveillance Plan:

The COR will review the Morning Report for completeness and timeliness.

Minimum Acceptable Standard:

No more than 15 quarterly deficiencies unless otherwise approved by the COR or CO.

Bonuses/Deductions*:

Number of Deficiencies	Bonus/Deduction
0 - 10	\$0
11 - 20	- \$500

*Note: An additional \$500 deduction for each 5th deficiency thereafter (following the pattern above, starting with 21)

Task 17: Specialized Services

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

Task 18: Equipment Replacement Standards

Substandard equipment components shall not be used or modifications made to the building systems unless approved by COR, CO, or his/her designee(s).

Task 19: Water Treatment Program

a. The Contractor shall provide all equipment, chemicals, filters and services required to control corrosion, scale, algae, bacteria, and slime in all heating and air- conditioning equipment and systems throughout the facilities.

b. The Contractor shall submit for review a report to the COR, CO or his/her designee(s) on the initial water analysis and prescribed water treatment program within 15 calendar days of the start of the contract. The Contractor shall also submit monthly supplemental reports by the 5th working day of the month subsequent to any analyses or changes required in the treatment program.

c. The COR, CO, or his/her designee(s) reserve the right to review the amount and type of chemicals being used to verify proper treatment is being accomplished.

d. The Contractor warrants that the chemicals employed in the water treatment program, when used in accordance with the manufacturer's instructions will not endanger the health or safety of persons coming into contact with the materials and will not harm personnel, damage the environment or real property.

e. The contractor is responsible for a semi-annual water sample analyses performed by an independent 3rd party laboratory.

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

g. Performance Requirements:

The Contractor shall perform water sample analyses for all the NRC headquarters buildings heating and air-conditioning equipment and systems, including chilled water and condenser water for both open and closed systems, in accordance with ASHRAE and industry water chemistry standards. The Contractor shall provide equipment, chemicals, and services, including application services, required to control corrosion, scale, algae, bacteria and slime in all the NRC headquarters buildings heating and air-conditioning equipment and systems, including chilled water and condenser water for both open and closed systems. The Contractor shall notify the COR 1 day in advance of performing all water samples. The Contractor shall provide a qualified chemist to test and analyze each water sample. The Contractor shall provide the following information to the COR:

- Complete name, address and telephone number of the certified chemist who shall be conducting the water analysis;

- Identification of system from which sample was taken; and,

- Date and time water sample was taken.

h. Surveillance Plan:

The COR, CO, or his/her designee, will be responsible for performing random inspections and independent testing by a certified chemist.

i. Minimum Acceptable Standard:

The minimum acceptable standard is less than 2 monthly samples out of specification per quarter. The results will be based on GSA Chemist testing. The contractor can provide justification if GSA results differ significantly from the internal testing performed by the water treatment vendor or as agreed to by the COR.

j. Bonuses/Deductions:

Per Quarter Parameters	Bonus/Deductions
3 Months Satisfactory Water Results	+ \$500
2 Months Satisfactory Water Results	+/- \$0

1 or less Months Satisfactory Water Results	- \$1,500
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k. The Contractor shall conduct three types of analyses, an initial, monthly, and semi-annual water sample analysis.

1. Initial Water Analysis and Treatment:

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

- a. Treatment(s) specifically formulated for each type of system according to the recommendations of a qualified chemist.
- b. Treatment(s) which shall prevent the buildups of adherent mineral deposits (scale) on the heat transfer surfaces of the particular piece of equipment or system.
- c. A corrosion control program which shall consist of using suitable inhibitors and Potential of Hydrogen (pH) control.
- d. Treatment(s) to prevent Legionella Pneumophila (Legionella Disease Bacterium, using an EPA-registered cooling tower biocide. Information concerning biocide treatment methods, materials, and sources shall be submitted to the COR for approval before use.
- e. Manufacturer's name, address, and hot-line telephone number of each chemical to be used in the treatment (SDS sheets).
- f. Active ingredients and concentration of each chemical to be used in the treatment.
- g. Proposed feed rate of the chemical treatment to the system.
- h. Residual of treatment to be maintained in the system.
- i. Test method for determination of chemical treatment residual.
- j. A warranty that the chemicals to be used in the water treatment program shall have no detrimental effect on the metallic, nonmetallic, and wood materials in the equipment being treated. Chemicals must be in compliance with current water pollution regulations of Montgomery County, State of Maryland, and the EPA.

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

2. Monthly Water Analysis and Treatment:

The Contractor shall conduct monthly water analyses, after completion of the initial water analyses treatment, to ensure the effectiveness of the prescribed water treatment program. The Contractor shall collect two sets of water samples. In coordination with the COR, samples shall be immediately submitted after collection to the COR for Government testing. One set shall be submitted to the Contractor's qualified chemist for analysis. The Contractor shall submit the Chemist's Report containing all pertinent information relative to the conditions found in the sample, as well as recommendations on required water treatment, to the COR in the monthly report, after the monthly testing. The Contractor shall immediately implement the chemist's recommended water

treatment (NOTE: unless otherwise directed, prior COR approval is not required to implement the treatment). The Contractor shall submit a written certification to the COR that the Contractor has complied with the chemist's recommendation, and document the details of all chemicals used in a Water Treatment Log, after completion of the treatment. The Contractor shall maintain a chemistry log of all analyses to monitor treatment trends.

a. Acceptable Performance Level:

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

3. Semi-annual 3rd party independent Water Analysis:

The Contractor shall conduct an Independent Water Analysis for each system semi-annually. The Contractor shall provide the COR with results within 10 business days after testing, which includes, but not limited to, testing for the following:

- a. pH
- b. Turbidity
- c. Boron
- d. Soluble Copper
- e. TDA
- f. Ammonia
- g. Alkalinity
- h. Microbiological Growth
- i. Iron Bacteria
- j. Legionella Pneumophila
- k. Mineral deposits (scale)
- l. Corrosion

a. Acceptable Performance Level:

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

Task 20: Phase In/Phase Out Period (PIPO):

See PIPO section in the SOW for a description of work and deliverables. (See C.30)

Acceptable Performance Level:

a. Complete all work required in the PIPO section of the SOW within specified periods (see section C.30).

Surveillance Plan:

a. The deliverables listed in the PIPO section of the SOW (C.30) shall be inspected and signed off by the COR and/or CO.

Minimum Acceptable Standard:

a. All work required in the PIPO section of the SOW (C.30) shall be completed within the specified time periods.

Bonuses/Deductions:

a. The contractor will be liable for daily charges incurred for contract takeover delays.

C.7.2 Contractor Skill Requirements

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

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

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

b. The Contractor shall be responsible for compliance with all laws, rules, codes, regulatory requirements, licensing and/or certification requirements. If and where a conflict arises, the most stringent requirement, in whole or in part, shall apply. See attachment No.012 APPLICABLE REGULATIONS, CODES, STANDARDS AND FORMS in the solicitation.

Key Personnel Qualification Requirements

Each employee of the Contractor shall be a citizen of the United States or a resident alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151, 1-94 Work Authorization, or 1-688A Temporary Resident Card, a copy of which shall be furnished to the NRC Division of Facilities and Security through the COR together with the GSA Form 176 and FD-218.

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

FM, Deputy, DFM, TS, and CE Qualifications:

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

1. Facility Manager (FM)

i. A minimum of 5 out of the most recent 7 years of responsible and successful experience supervising and managing the O&M of buildings with equipment and systems reasonably similar in size and characteristics to the NRC headquarters buildings.

ii. Possession of at least one of the following professional/educational certifications:

- Real Property Administrator from the Building Owners and Managers Institute (or equivalent certification approved by COR); or

- Certified Property Manager from The Institute of Real Estate Management (or equivalent certification approved by COR); or

- College associate or bachelor degree in business management, property management, real estate management, or other degree in office building management, engineering or operation; or

- Combination of education and work experience equaling 10 years.

2. Deputy Facility Manager (DFM)

i. A minimum of 5 out of the most recent 8 years of responsible and successful experience supervising staff and managing office operation concerning building maintenance and repair of buildings with equipment and systems reasonably similar in size and characteristics to the NRC headquarters buildings.

ii. Possession of at least one of the following professional/educational certifications:

- College associate or bachelor degree in business management, property management, real estate management, or other degree in office building management, engineering or operation; or

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

3. Technical Supervisor (TS)

i. A minimum of 4 years out of the most recent 5 years of responsible and successful experience supervising and managing the O&M of buildings with equipment and systems reasonably similar in size and characteristics to the NRC headquarters buildings.

ii. Possession of at least one of the following professional/educational certifications:

- Systems Maintenance Administrator from Building Owners and Managers Institute (BOMI) (or equivalent certification/industry experience approved by COR); or

- College associate or bachelor degree in a Mechanical engineering related major; or

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

4. **Chief Engineer (CE)**

- i. First Class license or union certification and training and 5 years of experience with Variable Air Volume (VAV) systems, fire alarm systems, emergency generators (300 kilo volt-ampere (KVA) or larger) and chiller operation and maintenance (1 00 tons or larger) with successful experience managing the O&M of buildings with equipment and systems reasonably similar in size and characteristics to the NRC headquarters buildings.

- ii. Possession of at least one of the following professional/educational certifications:

- Systems Maintenance Technician from BOMI (or equivalent certification/industry experience approved by COR); or

- College associate degree in a mechanical engineering- related major; or

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

Non-Key Personnel Required Skills

Maintenance personnel, whether Contractor employees or subcontractors, shall possess and maintain valid, current trade school certifications, manufacturer's certifications, or experience as specified below. All certificates shall be made available for PO's review upon request. All acceptable licensing requirements listed below are issued by the State of Maryland. Substitution from other local jurisdictions (i.e., District of Columbia, Virginia) must be approved by the COR:

- Electrician, Maintenance-** 1 Master, 1 Journeyman license or union certification and training

- Mechanic, Maintenance-** National Association of Power Engineers training or a minimum 3 years experience in building trades or construction

- Painter/Carpenter-** Minimum 3 years experience or union certification and training

- Building Engineer-** A minimum of 3 years experience in building maintenance with specific knowledge and experience in plumbing repairs or union certification and training.

- HVAC Technician-** Third Class license or union certification and training and 3 years of experience with variable air volume systems and chiller operation and maintenance (100 tons or larger)

- Refrigeration and Air Conditioning Mechanic-** Chlorofluorocarbon Certification (CFC) universal license and a minimum of 3 years experience in HVAC repair and maintenance as a mechanic

•**Lead Engineer**- First Class License or union certification and training and 3 years of hands-on experience with VAV systems, fire alarm systems, emergency generators (300 KVA or larger) and chiller O&M (100 tons or larger)

•**Maintenance and Repair Technician (Architectural and Structural)**- A minimum 5 years experience or union certification and training.

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

g. The Contractor shall require all employees with the exception of the FM, DFM, and the TS, including any subcontractors, to wear distinctive uniform clothing for ready identification, and shall ensure that such employees are in uniform on the takeover date of the contract and each day thereafter. The uniform shall have the company name and the individual's name easily identifiable and such names shall be attached in a permanent or semi-permanent manner, such as a badge or a monogram. Any color or color combinations, as appropriate, may be used for the uniforms. However, all Contractor employees shall wear uniforms of the same color or color combinations and shall present a professional appearance and manner.

h. All contract and subcontract employees shall sign in and out at the beginning and end of their shift on a Contractor furnished sign-in/sign-out log maintained in the O&M shop P3 level of the OWFN building. All completed log sheets are the property of the Government. Regarding site access badge requirements and security requirements, all Contractor personnel working under this contract shall be subject to NRC regulations as applicable during the time spent on NRC property.

i. The Contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, complete their compliance with the site access badge and security requirements before the takeover date of this contract. The NRC photo badging process is conducted at the TWFN building during certain hours. It is important to coordinate the schedule for the badging process with the COR before performing duties under this contract. Any Contractor employee or subcontractor who has not been issued an NRC photo badge must be escorted by a badged Contractor employee within the NRC headquarters buildings at all times- both during and after regular working hours.

j. **Personnel Conduct**

In performing work under this contract, the Contractor, its employees and subcontractor(s) (if any) shall consistently conduct themselves in a professional manner while performing work on the NRC headquarters buildings premises. The Government has a zero tolerance policy for sexual harassment and substance abuse, inclusive of drugs and alcohol. Contractor employees shall, therefore, not exhibit any behavior that may be perceived to be sexual harassment, e.g., sexual advances and/or harassing any

building occupants or other offensive conduct. Therefore, prior to the takeover date of the contract, and on an annual basis thereafter, the Contractor shall provide training for all of its employees with respect to appropriate interpersonal relations. In addition, the Contractor shall ensure that all subsequent new employees also receive the above training within 20 business days of employment.

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

C.7.3 Results/Deliverables

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

C.7.3.1 List Deliverables by Task

- a. Equipment Inventory
- b. Phase-In Phase-Out Plan
- c. Initial Deficiency Report
- d. Safety Data Sheets
- e. Comprehensive Physical Inventory
- f. Monthly Update of Comprehensive Physical Inventory
- g. Equipment Inventory Numbering Plan
- h. Facility Computer Systems Certification
- i. Morning Reporting
- j. Equipment Failure Notification
- k. Authorization to Proceed:
- l. Preventive Maintenance (PM) (Plan of Operation)
- m. Monthly Repairs that do not Exceed \$2,000 Report
- n. Repairs Exceeding \$2,000
- o. Water Samples and Analysis
- p. Damage Control Team Reports
- q. FIXIT Service Requests
- r. Plan of the Day (POD) Agenda Report
- s. Contact List

C.7.3.2 Description of Deliverables

a. Equipment Inventory: Per C.13, upon completion of joint inventory of Government Furnished Property (GFP), the Contractor shall submit to the COR a written certification of receipt of GFP. A revised certification shall be submitted to the COR upon completion of necessary repairs and/or replacements

b. Phase-In Phase-Out Plan:

1. Per C.30.a, the Contractor shall submit a draft Phase-In Phase-Out (PIPO) Plan to the COR for approval within 10 business days after the award date of the contract. Contractor shall provide a revised PIPO Plan to the COR for approval within 3 business days after receipt of COR comments on draft plan.

2. The Contractor shall submit to the COR a detailed phase-out plan at least 90 calendar days prior to the expiration date of the contract.

c. Initial Deficiency Report: Per C.30.a.(3), within 75 calendar days after contract award the contractor shall prepare and submit to the COR for review, a deficiency report

listing repairs needed and the estimated cost to correct each deficiency. The Contractor shall classify the repairs as critical or non-critical.

d. Safety Data Sheets: Per C.7.1 (Task 2), 10 business days after contract award, the Contractor shall submit to the COR a copy of the Safety Data Sheets (SDS) for each chemical the Contractor will be using to accomplish the work requirements of this contract. The Contractor shall submit SDS to the COR prior to using new chemicals. All chemicals must meet EO 13693 requirements.

e. Comprehensive Physical Inventory: Per C.7.1 (Task 9), within 60 calendar days after contract award, the Contractor shall complete a report with comprehensive physical inventory of all facility equipment and systems, and report to the COR any discrepancies with the equipment inventory list and any systems identified as contract requirements.

f. Monthly Update of Comprehensive Physical Inventory: Per C.7.1 (Task 9), within 5 business days after the beginning of each month, the Contractor shall provide in the monthly report a Comprehensive Physical Inventory list, or a written statement that no changes have occurred during the previous month.

g. Equipment Inventory Numbering Plan: Per C.7.1 (Task 9), within 60 calendar days after contract award, the Contractor shall review the current equipment inventory numbering plan and inspect all equipment to identify those pieces of equipment requiring preventative maintenance (PM), and submit a listing of equipment not yet numbered, or not yet identified. All equipment requiring PM shall have a number stenciled or applied within 21 calendar days after the COR's approval of the plan and 10 days after new equipment is added.

h. Facility Computer Systems Certification: Within 60 calendar days after contract take-over and monthly thereafter in the monthly report, the Contractor shall warrant in writing to the PO that existing facility computer systems operate as designed, including the following:

- Simplex Fire Protection Systems
- Energy Management Systems

i. Morning Reporting:

1. By 7:15 a.m., Monday through Friday, the Contractor shall have complete surveys of all critical equipment listed in the Equipment Inventory List and critical locations to be provided by the COR to the Contractor. The Contractor shall provide an electronic written report by email to the COR certifying operability status of all critical equipment and areas. Also include in this report a "staff on duty and second shift staff scheduled for the day".

2. Non-operational critical equipment found during the morning surveys shall be reported to the COR within 30 minutes of determining non-operational status via telephone and by email within 1 hour.

3. This report shall conform to the content requirements listed in Task 16.

j. Equipment Failure Notification:

The Contractor shall notify the COR at any time during the day of any equipment or systems found to be non-operational or experiencing degraded operation during the course of the day. This notification shall be via telephone and by email within 1 hour of discovery.

The Contractor shall report to the COR malfunctions of any critical equipment including fire alarms systems, chillers, pumps, and package air conditioning units in the Computer Rooms, air handling units, and automatic sliding doors within 30 minutes after discovering the malfunctioning equipment or systems via telephone and by email within 1 hour.

k. Authorization to Proceed:

Within 24 hours of determining that repair is estimated to exceed \$2,000, the Contractor shall submit a complete cost estimate proposal to the COR and Contracting Officer (CO) for prior approval. The cost estimate shall include a detailed breakdown of all costs such as labor hours, itemized materials and/or supplies. Additional time for proposals over \$3,500 may be granted by the COR if deemed necessary.

l. Preventive Maintenance (PM) (Plan of Operation):

1. PM Schedule: Within 60 calendar days after contract takeover, the Contractor shall submit to the COR a schedule of the basic services PM to be completed during the following year. The Contractor shall include a separate schedule for those systems and equipment which require PM at intervals exceeding annual maintenance, i.e., every 2 years, every 3 years.

2. PM Report: The Contractor shall notify the Government 1 month prior to scheduled PM work exceeding \$2,000. The notice shall be accompanied by appropriate requests and estimate(s).

3. PM Service Records: The Contractor shall submit to the COR on request, service records for each item identifying the frequency of PM and repairs, the name of the mechanic, the parts used, and the supervisor's quality control certification.

4. Automated PM Report: The Contractor shall update the automated PM report monthly, with all data being current and accurate.

5. PM and Repairs Notification: The Contractor shall notify the COR with the scheduled date and time of PM services or repairs to allow the COR to perform quality assurance inspections during performance of the PM services or repairs.

6. Monthly PM completion report: The Contractor shall submit a monthly PM completion report to the COR by the 5th work day of each month. This report shall include a list of the previously planned, scheduled PM for each piece of equipment and system, a list of the actual completed PM, date that the PM was completed, and a list of all deficiencies and corrective actions taken.

m. Monthly Repairs that do not Exceed \$2,000 Report:

The Contractor shall submit a monthly status report of repairs that do not exceed \$2,000 to the COR by the 5th work day of each month. The report shall contain all equipment repairs made.

n. Repairs Exceeding \$2,000:

1. Authorization to Proceed: Within 24 hours of determining that repair is estimated to exceed \$2,000, the Contractor shall submit a complete cost estimate proposal to the COR and Contracting Officer (CO) for prior approval. The cost estimate shall include a detailed breakdown of all costs such as labor hours, itemized materials and/or supplies. Additional time for proposals over \$3,500 may be granted by the COR if deemed necessary.

2. Monthly Repairs that Exceed \$2,000 Report: The Contractor shall submit a monthly status report of repairs that exceed \$2,000 to the COR by the 5th work day of each month. The report shall contain all equipment repairs made, parts used and hours of labor or subcontractor's labor costs for each repair.

3. Work Disruptive to Occupants/Operations: The Contractor shall request approval of the COR a minimum 24 hours in advance of any work that is to be performed that would be disruptive to building occupants or interfere with normal building operations.

o. Water Samples and Analysis:

1. Collecting Samples: The Contractor shall coordinate with the COR 1 week in advance of performing all water samples and provide the required information required C.7.1 (Task 19).

2. Initial Water Analysis: Within 15 calendar days after the effective date of the contract, the Contractor shall conduct an initial water analysis for each piece of equipment and system.

3. Water Treatment Plan: Within 20 business days after the effective date of the contract, the Contractor shall provide the COR with a proposed Water Treatment Plan, including the information required by C.7.1 (Task 19).

4. Chemist's Report: A copy of the chemist's report, containing all pertinent information relative to the conditions found in the sample, as well as recommendations on required water treatment shall be submitted to the COR by the 5th work day of each month.

5. Water Treatment Certification: After completion of water treatment services, the Contractor shall provide the COR with a written certification that the Contractor has complied with the chemist's recommendations. This certification will be submitted by the 5th work day of each month.

6. Water Treatment Log: The Contractor shall develop and maintain a written log which details all chemicals used in, quantity and field test control. This log shall be submitted to the COR by the 5th work day of each month.

p. Damage Control Team Reports:

1. Building Emergency or False Alarm: Within 1 work day following each building emergency or false alarm, the Contractor shall submit to the COR a report detailing the facts of the emergency, actions taken, problems identified, lessons learned and corrective actions to be taken.
2. Occupant Emergency Plan Training: Within 5 business days after completion of each semi-annual training session, the Contractor shall submit to the COR a written certification that training has been successfully completed for all employees.

q. FIXIT Service Requests:

The Contractor is required to closeout each service request daily, as completed per the requirements of Task 6.

r. Plan of the Day (POD) Agenda Report

By 12:00 p.m. (noon), the Contractor shall submit a written report included in the Plan of the Day (POD) to the COR identifying all actions that will be taken to restore the operation of equipment and systems determined non-operational. This report shall conform to the content requirements listed in Task 15.

s. Contact List

The Contractor shall provide the Government (COR and the CO) a monthly up to date Contractor manager's on-call list with home and cell phone numbers.

C.8 Remedies for Non-Performance

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

Poor Performance Deduction (Routine/Non-Critical):

The Contractor shall refer to Bonuses and deductions in each respective tasks throughout this SOW.

Performance Requirement:

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

The Contractor shall use an automated computer system, accessible to the Government during the contract period, with copy, read and print access only which contains relevant historical information, inventory listings, to provide the monthly and quarterly electronic report status of complete and incomplete PM, and other electronic reports needed to support the Contractor's Preventive Maintenance Plan. The Contractor shall provide the Government, at contract expiration, with software, licenses and data used for the Contractor's automated system to include the PM program. See Notifications and Reports Section C.7.3.2.I.

C.9 Government Incentives

a. Unless otherwise specified, O&M of all mechanical and electrical systems as required herein shall be regarded as basic contract services.

b. Unless otherwise specified below, Excellent Performance Bonuses will be administered quarterly as follows:

Excellent Performance Bonus (Routine/Non-Critical):

Contractor shall refer to bonuses and deductions structure as established in the prior section of this SOW.

Performance Requirement:

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

The Contractor shall use an automated computer system, accessible to the Government during the contract period, with copy, read and print access only which contains relevant historical information, inventory listings, to provide the monthly and quarterly electronic report status of complete and incomplete PM, and other electronic reports needed to support the Contractor's Preventive Maintenance Plan. The Contractor shall provide the Government, at contract expiration, with software, licenses and data used for the Contractor's automated system to include the PM program. See Notifications and Reports Section C.7.3.2.1.

C.10 Estimated Materials Required

Facility Management Software System (FMSS):

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

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

The Contractor shall ensure that the personnel responsible for operating, maintaining and repairing this system have the fundamental combination of experience, knowledge, manufacturers approved training, and any required follow-on training during the performance period of this contract. Upon request from the Government, the Contractor shall set up trend logs, run reports, add data and provide system information to the Government or an agent of the Government when approved by the COR.

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

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

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

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

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

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

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

C.11 Reporting Requirements

See deliverable section

C. 12 Publications

N/A

C.13 Government-Furnished Property

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

Services:

The Contractor is responsible to provide on-site commercial business telephone service for their facsimile machine and internet connection for their company computers.

The Government will provide additional telephone lines to maintain immediate contact with Contractor staff during core building coverage hours.

Facilities:

The Government will furnish and/or make available to the Contractor the following office and storage space without charge to the Contractor for use under this contract.

Contingent upon availability, additional space, parking and storage may be provided upon Contractor's request following approval by the CO and/or COR.

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

The Contractor shall use the Government-designated storage areas identified herein. The Government assumes no liability for loss or damage to Contractor-furnished property. Supplies such as packing, lubricants, rags, cleaners, etc., shall be properly secured in containers approved by the COR or his/her designee(s) and at a minimum stored in accordance with National Fire Protection Association (NFPA) fire and safety requirements.

Parking: The Government will allow the Contractor to purchase one monthly parking permit at the prevailing rate. The Government will provide one outside parking space at no charge for the contractor's required on-site vehicle.

Utilities:

The Government will provide access to all utilities in the facility for the contractor's use in performance of tasks outlined in this SOW.

The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning vehicles and equipment.

Equipment:

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

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

Materials:

The Contractor shall provide its own parts, supplies, materials, and equipment stored on site in such quantity as necessary to assure continuous compliance with performance of all of the requirements in this contract. The Government reserves the right to furnish to

the Contractor any or all parts, supplies, materials, and/or equipment that are beyond the requirements of this contract, e.g., upgraded, rather than standard, components or parts for repair. In such case, the nonstandard items may be acquired by the Government and furnished to the Contractor for installation. All Contractor-acquired tools and equipment shall be tagged by the Contractor to identify it as owned by the Contractor.

Computer Access: The Government will provide computer access at the facility for the contractor's use in performance of tasks outlined in this SOW.

At the end of this contract/order, disposition of GFP shall be in accordance with FAR 52.245-1, Government Property.

C.14 Access to Government Property and Facilities

The contractor is permitted full access to the Government's facilities, however, certain secure and special use spaces may only be accessed when accompanied by an escort with access to those spaces.

C.15 Place of Performance

The work to be performed under this contract/order will be primarily performed at NRC Headquarters.

C.16 Recognized Holidays

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

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
President's Day	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Should a holiday fall on a weekend, the day designated by the Government shall be recognized as the holiday. Should any additional holidays be granted on a one-time basis by the President of the United States for a full or partial day, such additional holidays shall also be observed by the Contractor. Should the Office of Personnel Management (OPM) or other authorized Government official/agency announce the closure of the Federal Government or of the NRC headquarters buildings for full or partial days for causes such as inclement weather, the Contractor shall be required to provide essential staffing necessary to maintain and protect the facilities. Essential staffing may be less than or equal to the staffing levels outlined in Section C.17. It will be at the discretion of the COR, and/or CO to determine the essential staffing level based on the reason of closure

C.17 Hours of Operation

The Government's regular working hours at NRC headquarters are 5:00 a.m. to 11:00 p.m., Monday through Friday, excluding Federal holidays specified in Section C.16.

There are some building occupants who regularly or frequently work significantly more than 8 hours per day. Furthermore, there are some building occupants whose duty hours are outside of the Government's regular working hours, (i.e., shift workers and those granted exceptions.)

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

- 1 Electrician
- 1 Building Engineer
- 1 HVAC Technician
- 1 General Worker
- 1 Chief Engineer (CE) or Technical Supervisor (TS)
- 1 Facility Manager (FM) or Deputy FM
- 1 Carpenter/Painter (first shift 6:00 a.m. to 2:00 p.m. and after hours 2:00 p.m. to 10:00 p.m.)

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

Additionally, the Contractor shall provide at least one on-site HVAC Technician from 8:00 p.m. until 5 a.m., Monday through Friday, 24 hours on weekends, Federal holidays and other building closures. The Contractor shall have such staff as necessary on site at NRC headquarters prior to 5:00 a.m. and beyond 8:00 p.m. for the purposes of starting up and shutting down HVAC equipment in compliance with Section C.7.1 Task 1. Taken together, these requirements shall be referred to herein as "Contractor's Regular Working Hours." All costs associated with these requirements are considered Basic Contract Services.

C.19 Physical Security

The contractor shall be responsible for safeguarding all Government property. At the close of each work period, Government facilities, equipment, and materials shall be secured.

C.20 Access Controls:

The contractor shall establish and implement methods of making sure all keys or key cards issued to the contractor by the Government are not lost or misplaced, are used just for official work performed under the contract/order, and are not used by unauthorized persons. No keys issued to the contractor by the Government shall be duplicated. The contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the COR and CO.

In the event keys, other than master keys, are lost or duplicated, the contractor shall, upon direction of the CO, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the contractor.

The contractor shall prohibit the use of Government issued keys/key cards by any persons other than the contractor's employees. The contractor shall prohibit the opening of locked areas by contractor employees to permit entrance of persons other than contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the CO.

C. 21 Lock Combination

N/A

C.22 Special Qualifications

N/A

C.23 Post award Orientation (kickoff) or Periodic Progress Meetings

The contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with FAR Subpart 42.5.

The CO, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings the CO will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

The contractor may be required to meet with the COR and CO at the beginning of contract/task order performance. Meetings will be schedule as needed. The contractor may request meetings whenever a discrepancy exists and no mutual resolution is apparent. The written minutes of these meetings shall be signed by the contractor's manager, CO, and COR. If the contractor does not concur with the minutes, he/she shall state any areas of non-concurrence within 3 business days of receipt of the signed minutes.

C.24 Contracting Officer's Representative (COR):

See Clause

C.25 Key Personnel:

See SOW

C.26 Key Personnel Qualification Requirements:

See SOW

C.27 General – Contractor Personnel

Contractor Employees

The contractor shall not employ persons for work on this contract if such employee is considered by the contracting officer to be a potential threat to the health, safety, security, general well-being or operational mission of the installation and its population.

Contractor personnel shall present a neat appearance and be easily recognized as contractor employees. Contractor personnel attending meetings, answering phones, and working in other situations where their status is not obvious are required to identify themselves as such to avoid creating the impression that they are Government officials.

The contractor shall not employ any person who is an employee of the U.S. Government if employing that person would create a conflict of interest. Additionally, the contractor shall not employ any person who is an employee of the NRC, unless such person seeks and receives approval according to NRC regulations."

C.28 Contractor Travel:

N/A

C.29: Data Rights:

See Clause

C.30 Phase In/Phase Out Period:

a. Initial Deficiencies:

1. Inspection: Within 7 calendar days after the contract effective date, the in-coming Contractor, the out-going Contractor, and the COR or other designated NRC personnel, together, will make a complete and systematic inspection of all mechanical, electrical, plumbing, utility systems, architectural, structural and other equipment in the building covered by this contract. The incoming Contractor shall submit a draft PIPO Plan to the COR within 10 business days after contract award, identifying those areas that the Contractor and the out-going Contractor cannot agree upon. The COR will review and comment on the draft PIPO plan within 2 business days of receipt of the plan. The Contractor shall submit a revised PIPO plan to the COR for approval within 3 business days after receipt of the COR's comments.

The PIPO shall address as a minimum:

- a) Provide lists of subcontractors, to include address and telephone numbers
- b) Transfer of all maintenance, subcontractor, and purchase records
- c) Orientation of all equipment and systems
- d) Establishment of a Damage Control Team
- e) Orientation of utility shut-offs and list of emergency contacts
- f) Orientation of NRC's Occupant Emergency Plan (OEP)
- g) Establishment of an after hour drill of emergency fire control systems
- h) Damage Control Team Response
- i) Orientation of fire alarm systems
- j) Establishment of an after hour drill of operation of the vehicle barrier system

2. Follow-up Inspection: Within 7 calendar days prior to the contract takeover date, the in-coming Contractor and the COR or designee(s), together, will make a second complete and systematic inspection of all mechanical, electrical, plumbing, utility systems, architectural, structural and other equipment in the building covered by this contract. This inspection is to verify that deficiencies noted from the first inspection have been corrected.

3. Submission of Initial Deficiency Report: The in-coming Contractor shall prepare and submit to the COR, within 75 calendar days after takeover of the contract the Initial Deficiency List (IDL) inspection, a report listing all deficiencies noted during the joint inspection that require corrections to bring the equipment up to an acceptable and satisfactory condition, and the estimated cost to correct each deficiency. The Contractor shall classify the repairs as critical or non-critical. Upon receiving approval from the COR or CO, the Contractor shall correct deficiencies identified in the report within the timeframe agreed upon between the COR and the Contractor.

4. Correction of Initial Deficiencies: The in-coming Contractor shall be responsible for making corrections of initial deficiencies that fall within the scope of routine maintenance required by this contract, (e.g., would be corrected as part of scheduled PM or easily corrected through a Work Request). The COR or CO will review the report to determine which initial deficiencies are within the scope of the contract, and will notify the in-coming Contractor of the determination. All other initial deficiencies will be corrected by the Government, or the correction will be deferred if it is non-critical.

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

b. Terminal Deficiencies:

1. On a mutually agreeable date, no less than 30 business days prior to the contract termination date, the out-going Contractor, the in-coming Contractor, and the COR or designee(s) working together, will make a complete and a systematic inspection of all mechanical, electrical, and utility systems and equipment in the buildings covered by this contract. Based upon this inspection, the out-going Contractor will be provided with an existing deficiency list, and shall have 21 calendar days from the receipt of the existing deficiencies list to correct all items that fall within the scope of the contract. Deductions may be taken from the out- going Contractor's payments for all outstanding deficiencies that have not been corrected after the 21-day period. Deductions may also be taken for any additional uncorrected deficiencies that develop after the preliminary 30-day closeout inspection and the termination of the contract.

2. The out-going Contractor shall provide to the COR a detailed phase-out plan at least 90 calendar days prior to the final date of the contract. This plan shall include transition and training plans for implementation during the phase-in period of the in-coming Contractor and list major items required for the orderly transition between the in-coming Contractor, out-going Contractor, and the Government. It is the responsibility of the out-going Contractor to attend to the items listed in the phase-out plan and to provide information and/or instruction to the in-coming Contractor.

C.31 Green Purchasing

In accordance with NRC's Green Purchasing Plan (GPP), the contractor is expected to purchase environmentally friendly products where appropriate. Environmentally friendly products are described as, but not limited to:

- (i) EPA-designated recycled content products [See EPA's Comprehensive Procurement Guideline (CPG)],
- (ii) EPEAT®-registered products,
- (iii) Energy Star® and FEMP-designated efficient products and appliances,
- (iv) USDA-designated biobased products (USDA BioPreferred® program),
- (v) Environmentally preferable products, (vi) WaterSense and other water efficient products,
- (vi) Products containing non- or lower ozone depleting substances (SNAP), and Products containing no or low toxic or hazardous constituents (e.g., non-volatile organic compounds (VOC) paint).