

CMB1RF

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)
Williams Contracting Company Inc.
15104 Cider Wood Court
Silver Spring, Maryland 20906
CODE FACILITY CODE

15. TELEPHONE NO. (Include area code) (301) 438-8549
16. REMITTANCE ADDRESS (Include only if different than Item 14)

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within 90 calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS
Thirty Thousand Seven Hundred Forty Two (\$30,742.00)
Offer subject to all work requirements + other provisions + clauses incorporated in the solicitation

18. The offeror agrees to furnish any required performance and payment bonds. Yes

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	DATE								
1	4/27/2000								

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Ernest Williams Jr.
20B. SIGNATURE [Signature]
20C. OFFER DATE 5/5/2000

AWARD (To be completed by Government)

21. ITEMS ACCEPTED:
One item as described in Section C in the amount of \$30,742.00.

22. AMOUNT \$30,742.00
23. ACCOUNTING AND APPROPRIATION DATA
APPN No.: X0200 B&R No.: 04015-511105
Job Code: D2318 BOC: 252A

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM 26
25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO
 10 U.S.C. 2304(c)() 41 U.S.C. 263(c)()

26. ADMINISTERED BY CODE
U.S. Nuclear Regulatory Commission
Division of Contracts & Property Mgmt.
Contract Management Branch No. 1, M/S T712
Washington, DC 20555
27. PAYMENT WILL BE MADE BY
U.S. Nuclear Regulatory Commission
Office of the Chief Financial Officer
ATTN: GOV/COM Accounting Section, M/S T9H4
Washington, DC 20555

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses representations, certification, and specifications or incorporated by reference in or attached to this contract.
 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)
31A. NAME OF CONTRACTING OFFICER (Type or print) Robert Webber

30B. SIGNATURE [Signature]
30C. DATE
31B. UNITED STATES OF AMERICA BY Robert Webber
31C. AWARD DATE 6/2/00

**SOLICITATION, OFFER
AND AWARD
(Construction, Alteration, or Repair)**

1. SOLICITATION NO. RS-ADM-00-013	2. TYPE OF SOLICITATION <input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED April 6, 2000	PAGE OF PAGES 1
--------------------------------------	--	---------------------------------	--------------------

IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NO. NRC-10-00-013	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.
----------------------------------	-------------------------------------	----------------

7. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: T-7-I-2 Contract Management Branch Washington DC 20555	CODE	8. ADDRESS OFFER TO See Block No. 10 Below.
---	------	--

9. FOR INFORMATION CALL:	A. NAME Debbie Neff	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 301-415-8160
--------------------------	------------------------	---

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Block 8: All hand-carried offers including those delivered by private delivery services (e.g., Federal Express and Airborne Express) must be delivered to the loading dock security station located at 11555 Rockville Pike, Rockville, MD, 20852 and received in the depository located in Room T712. All offerors should allow extra time for internal mail distribution. NRC is a secure facility with perimeter access-control and NRC personnel are only available to receive hand-carried offers during normal working hours, 7:30 am - 3:30 pm, Monday through Friday, excluding Federal holidays.

11. The Contractor shall begin performance within 7 calendar days and complete it within 68 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 7 days after award
---	--

13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and 3 copies to perform the work required are due at the place specified in Item 8 by 3:00pm est (hour) local time May 8, 2000 (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due.
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 68 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

CONTINUATION PAGE

The following Sections are hereby revised as a result of contract award:

1. B.3, the firm fixed price amount is inserted.
2. F.3, the period of performance is specified.
3. G.2, the name and phone number of the NRC Project Officer is provided.
4. H.1 and H.2 are deleted as a result of Amendment No. 3.
5. H.7.7 is inserted as a result of Amendment No. 1.
6. I.4, Site Visit, is deleted as it does not apply to the contract award.

TABLE OF CONTENTS

PAGE

PART I - THE SCHEDULE. A-1

SECTION A - SOLICITATION/CONTRACT FORM A-1
 SF 1442 SOLICITATION, OFFER, AND AWARD A-1
 (Construction, Alteration, or Repair)

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS B-1
 B.1 PROJECT TITLE B-1
 B.2 BRIEF DESCRIPTION OF WORK (MAR 1987). B-1
 B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988) B-1

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK C-1

SECTION D - PACKAGING AND MARKING. D-1
 D.1 PACKAGING AND MARKING (MAR 1987). D-1

SECTION E - INSPECTION AND ACCEPTANCE. E-1
 E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE E-1
 E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987) E-1

SECTION F - DELIVERIES OR PERFORMANCE. F-1
 F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE F-1
 F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION. F-1
 OF WORK (APR 1984)
 F.3 DURATION OF CONTRACT PERIOD (MAR 1987). F-1

SECTION G - CONTRACT ADMINISTRATION DATA G-1
 G.1 ELECTRONIC PAYMENT. G-1
 G.2 2052.215-72 PROJECT OFFICER AUTHORITY-ALTERNATE 1. G-1

SECTION H - SPECIAL CONTRACT REQUIREMENTS. H-1
 H.1 MINIMUM INSURANCE COVERAGE. H-1
 H.2 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED H-1
 (JUN 1988)
 H.3 SEAT BELTS. H-2
 H.6 MATERIAL SAFETY DATA SHEET (JAN 1992). H-2
 H. 7 GENERAL CONDITIONS. H-2

PART II - CONTRACT CLAUSES. I-1

SECTION I - CONTRACT CLAUSES I-1
 I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE I-1
 I.2 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996). I-3
 I.3 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS. I-4
 (JUN 1997)
 I.4 52.236-27 SITE VISIT (Construction) (FEB 1995). I-13
 ALTERNATE I (FEB 1995)
 I.5 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) I-13

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS J-1

SECTION J - LIST OF ATTACHMENTS. J-1

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 PROJECT TITLE

The title of this project is as follows:

Two White Flint North (TWFN) Refurbishment Project

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall make preparation for spackling and/or repairs to any damaged areas in drywall and perform painting in designated areas of the Two White Flint North Building in accordance with Section C, Statement of Work.

B.3 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$30,742.

Section C

C.1 BACKGROUND

The U.S. Nuclear Regulatory Commission, located at 11545 Rockville Pike, Rockville, Maryland, 20852-2738 has a requirement to paint designated areas in the Two White Flint North Building including the following: floors P-1 thru 10; the Auditorium/Breakout area on the P-2 level; elevator doors and door frames on the P-1 thru P-4 levels; and the 4th through 10th floors as shown on the attached sketch drawings.

C.2 OBJECTIVES

The objective of this alteration project is to perform alterations to the Two White Flint North building to maintain a quality working environment.

C.3 SCOPE OF WORK

The scope of work for this project includes making preparation for spackling and/or repairing any damaged areas in the drywall partitions (all spackling shall be primed before painting); painting; and masking off any area that has system furniture, equipment, transwall or cove base that will not be painted. In the copy and vending rooms the contractor shall move items away from the walls and return items back when finished painting.

C.4 SCHEDULE

All requirements in the Statement of Work shall be completed by August 12, 2000.

C.5 HOURS OF OPERATION

All work shall be performed during the hours of 6:00 pm - 3:00 am, Monday through Friday, or 7:00 am - 4:00 pm, Saturday and Sunday. All work areas shall be cleaned and back to normal conditions by 6:00 am, Monday through Friday.

C.6 REFERENCES

The following references shall be used for this project:

- The most recent editions of the following:
 - BOCA National Building Code
 - ANSI Standards
 - Life Safety Code Handbook

Section C

Uniform Federal Accessibility Standards

C.7 TASKS AND/OR SPECIFICATIONS

The Contractor shall furnish all the necessary labor, equipment, materials and supervision required to accomplish the alterations described below and in accordance with the attached sketch drawings.

The following key shall be used to read the attached sketch drawings.

KEY TO LOCATION ON DRAWING FOR ROOMS ON EACH FLOOR

CR ----- Copy Rooms
VR ----- Vending Rooms
AA ----- Auditorium/Breakout Ceiling
DC ----- Daycare Center
PDC --- Professional Development Center Class Rooms
OC ----- Operations Center

C.8 PAINTING

Before painting any walls or partition the contractor shall inspect for any damage or small holes and repair. The area(s) repaired with spackle shall be sanded and primed before any painting is done. Two(2) coats shall be applied to all surfaces being painted in accordance with the attached sketch drawings. The following are the specific locations to be painted:

A. COPY ROOMS, VENDING ROOMS, AND DOOR FRAMES

Floor	Description of Area	Room	Quantity
10th	Copy Room	C- 18	445 sq. ft.
	Copy Room	A- 19	520 sq. ft.
	Vending Room	U- 05	352 sq. ft.
	Door Frame	C- 18	1 each
	Door Frame	A- 19	1 each
	Door Frame	U- 05	1 each
9th	Copy Room	C- 22	625 sq. ft.
	Copy Room	A- 23	520 sq. ft.
	Vending Room	U- 05	352 sq. ft.
	Door Frame	C- 22	1 each

Section C

	Door Frame	A- 23	1 each
	Door Frame	U- 05	1 each
8th			
	Copy Room	C- 20	445 sq. ft
	Copy Room	A- 21	440 sq. ft.
	Vending Room	U- 05	352 sq. ft.
	Door Frame	C- 20	1 each
	Door Frame	A- 21	1 each
	Door Frame	U- 05	1 each
7th			
	Copy Room	B- 03	455 sq. ft.
	Copy Room	A- 13	480 sq. ft.
	Vending Room	U- 05	352 sq. ft.
	Door Frame	B- 03	1 each
	Door Frame	A- 13	1 each
	Door Frame	U- 05	1 each
6th			
	Copy Room	C- 18	465 sq. ft..
	Copy Room	A- 09	455 sq. ft
	Vending Room	U- 05	352 sq. ft.
	Door Frame	C- 18	1 each
	Door Frame	A- 09	1 each
	Door Frame	U- 05	1 each
5th			
	Copy Room	C-04	360 sq. ft.
	Vending Room	U-05	352 sq. ft.
	Door Frame	C-04	1 each
	Door Frame	U-05	1 each
4th			
	Copy Room	C- 10	440 sq. ft.
	Vending Room	U- 05	352 sq. ft.
	Door Frame	C- 10	1 each
	Door Frame	U- 05	1 each
3rd			
	Copy Room	C- 10	416 sq. ft.
	Vending Room	U- 05	352 sq. ft.
	Door Frame	C-10	1 each
	Door Frame	U- 05	1 each

Section C

2nd

Copy Room	A- 02	400 sq. ft.
Vending Room	U- 05	352 sq. ft.
Door Frame	A- 02	1 each
Door Frame	U- 05	1 each

P-2

Auditorium/Breakout Ceiling	1800 sq. ft.
-----------------------------	--------------

Finishes for the above:

Copy & vending Rooms:

Sherwin William SW 1004 Pure White Semi-Gloss finish (latex) or equal

Auditorium/Breakout Ceiling:

Benjamin Moore 665 Green Eggshell (latex) or equal
 Sherwin William SW 1004 Pure White Eggshell (latex) or equal

A. PROFESSIONAL DEVELOPMENT CENTER (PDC)

Finishes For Partition Drywall

Sherwin William SW1004 Pure White Eggshell Finish or equal

The following are the locations:

Floor	Room	Quantity
3 rd	B-15	664 sq. ft.
	B-17	594 sq. ft.
	B-19	594 sq. ft.
	B-21	704 sq. ft.
	B-43	500 sq. ft.
	B-41	541 sq. ft.
	B-39	544 sq. ft.
	B-01	1000 sq. ft.
	B-13	384 sq. ft.

Total Sq. Ft. for all the above rooms: 5525 sq. ft.

PDC - Finishes For Closet Doors and Frames

Sherwin William SW 1004 Pure White Semi-Gloss or equal

The following are the locations:

Section C

Floor	Room	Quantity
3rd	B-01	5 Doors & Frames
	B-43	6 Double Doors & Frames
	B-41	4 Double Doors & Frames
	B-39	4 Double Doors & Frames
	B-15	1 Door & Frame
	B-17	1 Door & Frame
	B-19	1 Door & Frame
	B-21	1 Door & Frame

B. DAYCARE CENTER (P-1 LEVEL)

Room	Quantity
6	2660 sq. ft.

Finishes for daycare:
 Sherwin William SW 1004 Pure White Eggshell finish or equal

C. OPERATION CENTER

The following are the locations:

Floor	Room	Quantity
4 th	Kitchen	160 sq. ft.
	File Room	576 sq. ft.
	4-B-25	192 sq. ft.
	By 4-B-33	1408 sq. ft.
	4-B-2C	424 sq. ft.
	Across from 4-B-15	1096 sq. ft.
	Columns	480 sq. ft.
	Protective Measure	320 sq. ft.
	4-B-13	680 sq. ft.

Total Sq. Ft. for all the above rooms: 5336 sq. ft.

Finishes for the area inside of the Operations Center:
 Sherwin William SW 1030 Sculpture Gray or equal

D. ELEVATOR DOORS AND FRAMES (8 elevator doors per floor)

Section C

FINISHES:

- 10th PURPLE - Duron 4066A or equal (oil base)
- 9th GREEN - Benjamin Moore 665 or equal (oil base)
- 8th PROUD BLUE - Sherwin Williams SW 1793 or equal (oil base)
- 7th PURPLE - Duron 4066A or equal (oil base)
- 6th GREEN - Benjamin Moore 665 or equal (oil base)
- 5th PROUD BLUE - Sherwin Williams SW 1793 or equal (oil base)
- 4th PURPLE - Duron 4066A or equal (oil base)
- P-1 GREEN - Benjamin Moore 665 or equal (oil base)
- P-2 PROUD BLUE - Sherwin Williams SW 1793 or equal (oil base)
- P-3 PURPLE - Duron 4066A or equal (oil base)
- P-4 GREEN - Benjamin Moore 665 or equal (oil base)

Summary of Square Footage:

Partition Drywall & Ceiling	22295 sq. ft.
Door Frames single (both sides)	29 each
Door Frames Double (both Side)	19 each
Elevator Doors and Frames	88 each

Note:

Painting in the Daycare Center and the Operation Center must be done on a Friday night so the areas will have time over the weekend to air out.

In the event of an emergency in the Operation Center the contractor shall clean up all areas they are working in and leave the floor as soon as possible.

The painters shall protect the cove base, ceiling, system furniture, carpet, equipment and anything else not getting painted from the paint. If paint get on anything, it shall be cleaned up before it dries.

SECTION D - PACKAGING AND MARKING**D.1 PACKAGING AND MARKING (MAR 1987)**

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

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-12	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) INSPECTION OF CONSTRUCTION	AUG 1996

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

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

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-14	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) SUSPENSION OF WORK	APR 1984

F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 7 calendar days after the date the Contractor receives the award, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 68 days after receipt of award. The time stated for completion shall include final cleanup of the premises.

F.3 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on June 5, 2000 and will expire August 12, 2000.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 ELECTRONIC PAYMENT**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment. The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

G.2 2052.215-72 PROJECT OFFICER AUTHORITY-ALTERNATE 1

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

Name: Billy Dean

Address: U.S. Nuclear Regulatory Commission
Division of Facilities and Security
Facilities Management Branch, M/S T7D24
Washington, DC 20555

Telephone Number: 301-415-6621

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract.
- (2) Monitor contractor performance and recommend to the contracting officer changes in requirements.
- (3) Inspect and accept products/services provided under the contract.
- (4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(c) The project officer may not make changes to the express terms and conditions of this contract.

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 MINIMUM INSURANCE COVERAGE**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(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 \$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 \$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 \$200,000 per person and \$500,000 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.2 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED
(JUN 1988)**

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

H.3 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

H.6 MATERIAL SAFETY DATA SHEET (JAN 1992)

The Contractor shall submit 4 copies of Material Safety Data Sheet(s) (MSDS) for all hazardous materials, as prescribed in Federal Standard No. 313C, dated March 1, 1988. The MSDS shall be submitted to the NRC Project Officer a minimum of 5 working days prior to the delivery of the product at the work site. The MSDS will be maintained in agency files. The contractor shall clearly annotate on each MSDS the location and purpose of its use.

Five (5) working days after the NRC Project Officer's receipt of the MSDS, the contractor may proceed to use the product for its intended purpose. The contractor shall ensure that the product is used in accordance with (1) the manufacturer's instruction; (2) MSDS information; and (3) applicable Federal and state laws. In addition, the contractor shall maintain a copy of all submitted MSDS at the job site.

H. 7 GENERAL CONDITIONS

H.7.1 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee conduct and integrity during the performance of this contract. The Contractor shall also be responsible for ensuring that his employees do not disturb papers on desks, open desk drawers, files or cabinets and do not use Government telephones, except as authorized.

H.7.2 Accessibility and Recording Presence

The facility will be occupied during the performance of the work. The Contractor will be expected to coordinate his work with others using the premises and other contractors.

The Contractor must submit in writing, all names and social security numbers of personnel scheduled to work on site prior to gaining access to One and/or Two White Flint North. Each contract employee must sign in when reporting for work each day and when leaving at the end of the day. NRC Form 205 shall be used for this period and is located at the Security Station in the lobby of One and/or Two White Flint North. Contractor access badges shall be worn in such a manner that is clearly visible at all times when workers are within the building. Badges cannot be carried from the building when leaving for any reason. The Government shall have the right to deny access to the building and terminate access to the Contractor's employees as it deems appropriate for the best interest of the Government.

H. 7. 3 Environmental Controls

Temporary plastic sheets or other suitable methods shall be used to limit dust and dirt from rising and scattering in the air. The contractor shall cover furniture, equipment and carpet as required in order to prevent soiling or damage when alteration work is being performed.

H.7.4 Safety Barriers

The Contractor shall use physical means to restrict access and/or to direct egress and ingress around areas of the contract work. Barricades, ropes, signs, lights, etc. are to be used in accordance with accepted safety practices and must be approved by the NRC Project Officer. Exits for emergency egress in case of fire or other types of emergencies shall be kept open at all times.

H.7.5 Housekeeping

Furniture and portable office equipment in the immediate area of the work to be performed shall be removed by the Contractor and replaced to its original location. If the work required will not allow furniture and portable equipment to be replaced to its original position, new locations will be designated by the NRC Project Officer for placement by the Contractor.

At the end of each work day, the Contractor shall vacuum and/or sweep the flooring. All debris and dirt shall be removed from the work area daily and disposed of off-site in the Contractor's furnished containers. Upon completion of work, the Contractor shall remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Government. When the materials and equipment are specified as contractor property, the Contractor shall remove them from the job site.

H.7.6 Loading Dock/Parking

Loading docks are located at the rear of One and Two White Flint North, accessible by a service drive. Limited parking on site may be available for contractors between the hours of 6:00 pm and 3:00 am, Monday through Friday, and Saturday and Sunday 7:00 am to 4:00 pm.

H.7.7 Building Access

Contractor employees will have access to two(2) floors at a time when performing work in the vending rooms, daycare center, the PDC, and the Operations Centers. The contractor will have unlimited access when performing work in the elevator lobbies.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) DEFINITIONS ALTERNATE I (APR 1984)	OCT 1995
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER	JUN 1996
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.214-29	ORDER OF PRECEDENCE--SEALED BIDDING	JAN 1986
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-6	DAVIS-BACON ACT	FEB 1995
52.222-7	WITHHOLDING OF FUNDS	FEB 1988
52.222-8	PAYROLLS AND BASIC RECORDS	FEB 1988
52.222-9	APPRENTICES AND TRAINEES	FEB 1988
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS	FEB 1988
52.222-11	SUBCONTRACTS (LABOR STANDARDS)	FEB 1988
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988

52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	FEB 1999
52.222-27	AFFIRMATIVE ACTION COMPLIANCE	FEB 1999
	REQUIREMENTS FOR CONSTRUCTION	
52.222-35	AFFIRMATIVE ACTION FOR DISABLED VETERANS	APR 1998
	AND VETERANS OF THE VIETNAM ERA	
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH	JUN 1998
	DISABILITIES	
52.222-37	EMPLOYMENT REPORTS ON DISABLED VETERANS	JAN 1999
	AND VETERANS OF THE VIETNAM ERA	
52.223-2	CLEAN AIR AND WATER	APR 1984
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW	APR 1998
52.223-6	DRUG-FREE WORKPLACE	JAN 1997
52.223-14	TOXIC CHEMICAL RELEASE REPORTING	OCT 1996
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN	FEB 2000
	PURCHASES	
52.227-1	AUTHORIZATION AND CONSENT	JUL 1995
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT	AUG 1996
	AND COPYRIGHT INFRINGEMENT	
52.227-4	PATENT INDEMNITY--CONSTRUCTION CONTRACTS	APR 1984
52.228-1	BID GUARANTEE	SEP 1996
52.228-11	PLEDGE OF ASSETS	FEB 1992
52.228-14	IRREVOCABLE LETTER OF CREDIT	DEC 1999
52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN 1991
52.229-5	TAXES--CONTRACTS PERFORMED IN U.S.	APR 1984
	POSSESSIONS OR PUERTO RICO	
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION	MAY 1997
	CONTRACTS	
52.232-17	INTEREST	JUN 1996
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES	DEC 1998
52.233-3	PROTEST AFTER AWARD	AUG 1996
52.236-5	MATERIAL AND WORKMANSHIP	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION,	APR 1984
	STRUCTURES, EQUIPMENT, UTILITIES, AND	
	IMPROVEMENTS	
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	APR 1984
52.236-13	ACCIDENT PREVENTION	NOV 1991
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-17	LAYOUT OF WORK	APR 1984
52.236-26	PRECONSTRUCTION CONFERENCE	FEB 1995
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF	APR 1984
	LADING OR PREPAID POSTAGE	
52.242-13	BANKRUPTCY	JUL 1995
52.243-4	CHANGES	AUG 1987
52.244-2	SUBCONTRACTS	AUG 1998
52.249-2	TERMINATION FOR CONVENIENCE OF THE	SEP 1996
	GOVERNMENT (FIXED PRICE)	
	ALTERNATE I (SEP 1996)	

52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION)	APR 1984
52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	OCT 1997
52.214-28	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	OCT 1997
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES	FEB 1997
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT-OVERTIME COMPENSATION	JUL 1995
52.228-5	INSURANCE--WORK ON A GOVERNMENT INSTALLATION	JAN 1997
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS	OCT 1995
52.228-15	PERFORMANCE AND PAYMENT BONDS-- CONSTRUCTION	SEP 1996
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY 1997
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	MAY 1999
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION	FEB 1997
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.246-21	WARRANTY OF CONSTRUCTION ALTERNATE I (APR 1984)	MAR 1994
52.248-3	VALUE ENGINEERING--CONSTRUCTION	MAR 1989

I.2 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any

domestic firm. This paragraph does not apply in connection with construction or service contracts.

**I.3 52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS
(JUN 1997)**

Notwithstanding any other payment terms in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in section 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see subparagraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project:

(A) The due date for making such payments shall be 14th days after receipt of the payment request by the designated billing office. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date shall be the 14th day after the date of the Contractor's payment request, provided a proper payment request is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, shall be as specified in the contract or, if not specified, 30 days after approval for release to the Contractor by the Contracting Officer.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract):

(A) The due date for making such payments shall be either the 30th day after receipt by the designated billing office of a proper invoice from the Contractor, or the 30th day after Government acceptance of the work or services completed by the Contractor, whichever is later. If the designated billing office fails to

annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice, provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) On a final invoice where the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(ix) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice, with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(4) of this clause.

(i) Name and address of the Contractor.

(ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., prompt payment discount terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Any other information or documentation required by the contract.

(x) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.

(3) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.

(i) A proper invoice was received by the designated billing office.

(ii) A receiving report or other Government documentation authorizing payment was processed and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(2) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval shall be deemed to have occurred constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. In the event that actual acceptance or approval occurs within the constructive acceptance or approval period, the determination of an interest penalty shall be based on the actual date of acceptance or approval. Constructive

acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days.

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(5) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(6) Additional interest penalty. (i) If this contract was awarded on or after October 1, 1989, a penalty amount, calculated in accordance with subdivision (a)(6)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with subdivision (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii) (A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii) (A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in subdivision (a) (4) (iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in subdivision (a) (6) (iii) (A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments

regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to include a payment clause and an interest penalty clause conforming to the standards set forth in subparagraphs (c) (1) and (c) (2) of this clause in each of its subcontracts, and to require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) A copy of any notice issued by a Contractor pursuant to subdivision (d)(3)(i) of this clause has been furnished to the Contracting Officer.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to subparagraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under subparagraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under subparagraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under subdivision (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under subparagraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer of any such notice issued by the Contractor), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the United States is a party. The United States may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or

impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the United States for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

I.4 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.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
01	Billing Instructions		
02	Wage Determination		
03	Payment of Information Form		
04	ACH Vendor Payment System (SF 3881)		
	Sketch Drawings		

(MARCH 1996)
Page 1 of 3

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

General: The contractor shall prepare vouchers or invoices as prescribed herein. FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, 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." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

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 a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contract number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, and total amount.
6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year 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.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396

General Decision Number MD000056

Superseded General Decision No. MD990056

State: Maryland

Construction Type:
BUILDING

County(ies):
MONTGOMERY

BUILDING CONSTRUCTION PROJECTS (Does not include single family homes and apartments up to and including 4 stories)

Modification Number
0

Publication Date
02/11/2000

COUNTY(ies):
MONTGOMERY

ASBE0024A	10/01/1999		
		Rates	Fringes
ASBESTOS WORKERS/HEAT AND FROST INSULATORS			
Includes application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems. Also the application of firestopping material for wall openings and penetrations in walls, floors, ceilings and curtain walls.			
		21.81	6.90

ASBE0024B	10/01/1999		
		Rates	Fringes
HAZARDOUS MATERIAL HANDLER			
Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems.			
		12.60	2.27

BOIL0193A	10/01/1998		
		Rates	Fringes
BOILERMAKERS		23.62	11.41

CARP0132H	08/01/1995		
		Rates	Fringes
CARPET LAYERS		15.72	.70

CARP0132I	05/01/1999		
		Rates	Fringes
RESILIENT FLOOR LAYERS		19.12	3.71

CARP0132L 05/01/1999		Rates	Fringes
CARPENTERS (Including Drywall Hanging)		19.12	3.71
PILEDRIVERS		19.10	3.95

CARP1831A 09/07/1998		Rates	Fringes
MILLWRIGHTS		20.07	3.69

ELEC0026A 11/01/1999		Rates	Fringes
ELECTRICIANS		26.25	5.27 + 3%

ELEV0010A 09/10/1999		Rates	Fringes
ELEVATOR MECHANICS		24.315	6.935+a+b

- a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and the Friday after Thanksgiving.
- b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

IRON0005A 06/01/1999		Rates	Fringes
IRONWORKERS: Structural, Ornamental, and Chain Link Fence		20.53	7.555

IRON0201A 05/01/1999		Rates	Fringes
IRONWORKERS: Reinforcing		20.00	7.80

PLAS0891A 05/01/1999		Rates	Fringes
CEMENT MASONS		19.11	3.895

PLUM0005E 09/01/1999		Rates	Fringes
PLUMBERS:			

Apartment Buildings over 4 stories
(except hotels), schools, colleges,
and speculative office buildings,

strip shopping centers, churches,
water coolers, room air conditioning
units, appliances, packaged ice
machines, and light commercial
refrigeration and/or air conditioning
systems serving a single business in
a single story building and not to
exceed 5 h.p. or tons, self-contained
package unit up to and including 5
h.p. or tons.

16.54 4.835

All other work

24.85 7.735

PLUM0602F 08/01/1999

Rates

Fringes

STEAMFITTERS, REFRIGERATION AND
AIR CONDITIONING MECHANICS
(Including HVAC Pipe Work):

Light commercial refrigeration
and/or air conditioning systems
serving a single business; the
air conditioning systems shall
not total more than 15 tons
and the refrigeration system
shall not total more than 7 1/2
tons; apartment buildings over
4 stories with individual units
not to exceed 5 tons (excluding
split units)

13.00

7.36

All other work

24.71

7.36

SHEE0100B 07/01/1999

Rates

Fringes

SHEET METAL WORKERS (Including
HVAC Duct Work)

24.48

6.41

SUMD1030A 05/30/1995

Rates

Fringes

BRICKLAYERS
DRYWALL FINISHERS
GLAZIERS
LABORERS:

16.22

13.33

13.37

1.15

Unskilled, Demolition and
Landscape Laborers; Mason
Tenders, Brick and Cement;
Mortar Mixers

8.55

Pipelayers

11.00

2.36

Screedmen

10.09

1.24

PAINTERS (Excluding Drywall
Finishing)

13.74

POWER EQUIPMENT OPERATORS:

Backhoes	14.06	2.17
Gradalls	14.17	1.24
Graders	12.48	
Loaders	13.21	
Rollers	10.04	1.24
ROOFERS	13.16	
SPRINKLER FITTERS	17.04	3.54
TILE SETTERS	18.61	3.07
TILE FINISHERS	12.47	2.41
TRUCK DRIVERS, DUMP	11.50	1.24

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a) 1(ii))

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U. S. Department of Labor
 200 Constitution Avenue, N. W.
 Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

OMB No. 1510-0056
Expiration Date 06/30/93

This form is used for Automated Clearing House (ACH) payments with an addendum record that contains payment-related information processed through the Vendor Express Program. Recipients of these payments should bring this information to the attention of their financial institution when presenting this form for completion.

PRIVACY ACT STATEMENT

The following information is provided to comply with the Privacy Act of 1974 (P.L. 93-579). All information collected on this form is required under the provisions of 31 U.S.C. 3322 and 31 CFR 210. This information will be used by the Treasury Department to transmit payment data, by electronic means to vendor's financial institution. Failure to provide the requested information may delay or prevent the receipt of payments through the Automated Clearing House Payment System.

AGENCY INFORMATION

FEDERAL PROGRAM AGENCY

AGENCY IDENTIFIER:

AGENCY LOCATION CODE (ALC):

ACH FORMAT:

CCD+

CTX

CTP

ADDRESS:

CONTACT PERSON NAME:

TELEPHONE NUMBER

()

ADDITIONAL INFORMATION:

PAYEE/COMPANY INFORMATION

NAME

SSN NO. OR TAXPAYER ID NO.

ADDRESS

CONTACT PERSON NAME:

TELEPHONE NUMBER:

()

FINANCIAL INSTITUTION INFORMATION

NAME:

ADDRESS:

ACH COORDINATOR NAME:

TELEPHONE NUMBER:

()

NINE-DIGIT ROUTING TRANSIT NUMBER:

DEPOSITOR ACCOUNT TITLE:

DEPOSITOR ACCOUNT NUMBER:

LOCKBOX NUMBER:

TYPE OF ACCOUNT:

CHECKING

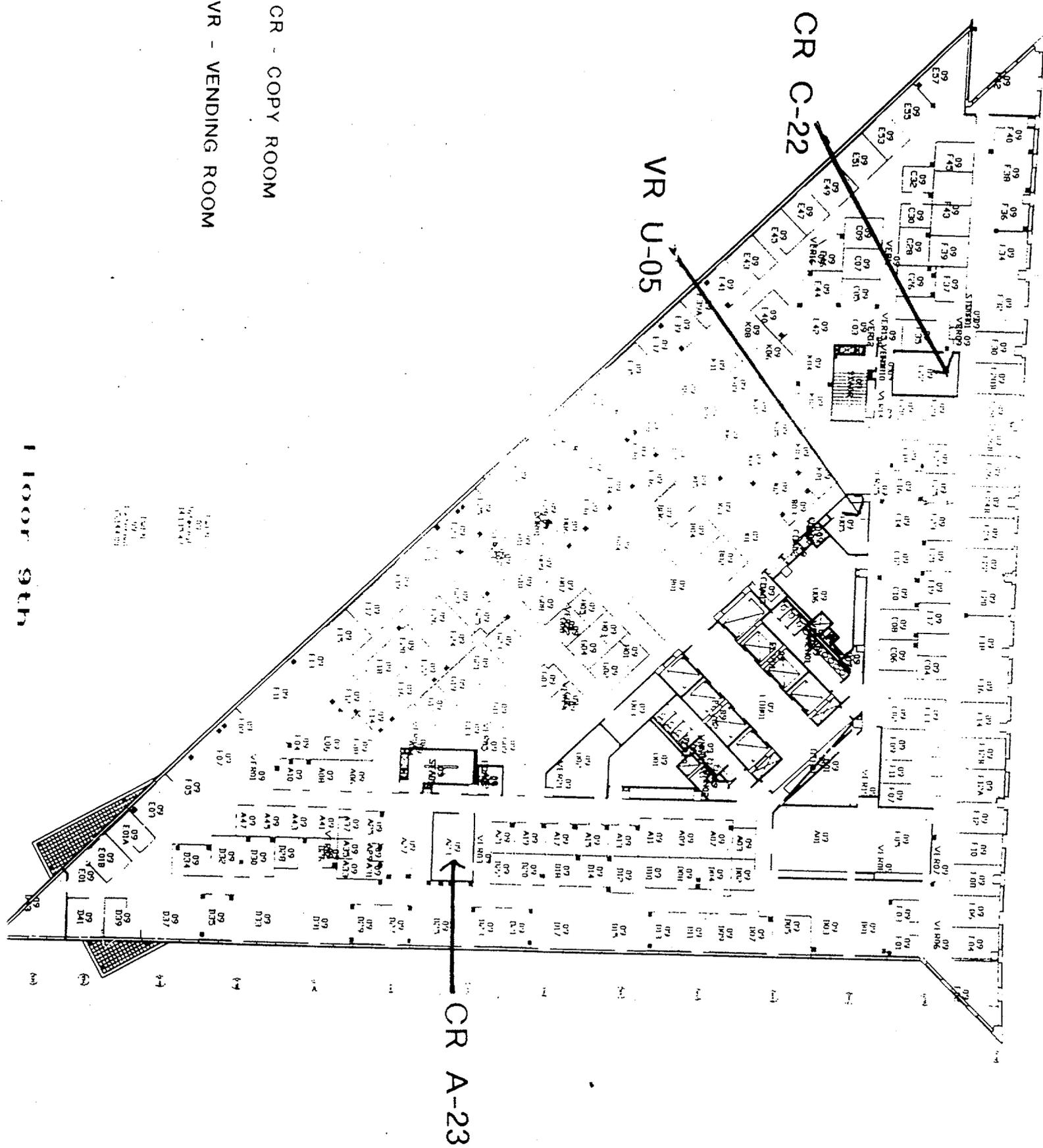
SAVINGS

LOCKBOX

SIGNATURE AND TITLE OF AUTHORIZED OFFICIAL:
(Could be the same as ACH Coordinator)

TELEPHONE NUMBER:

()



CR C-22

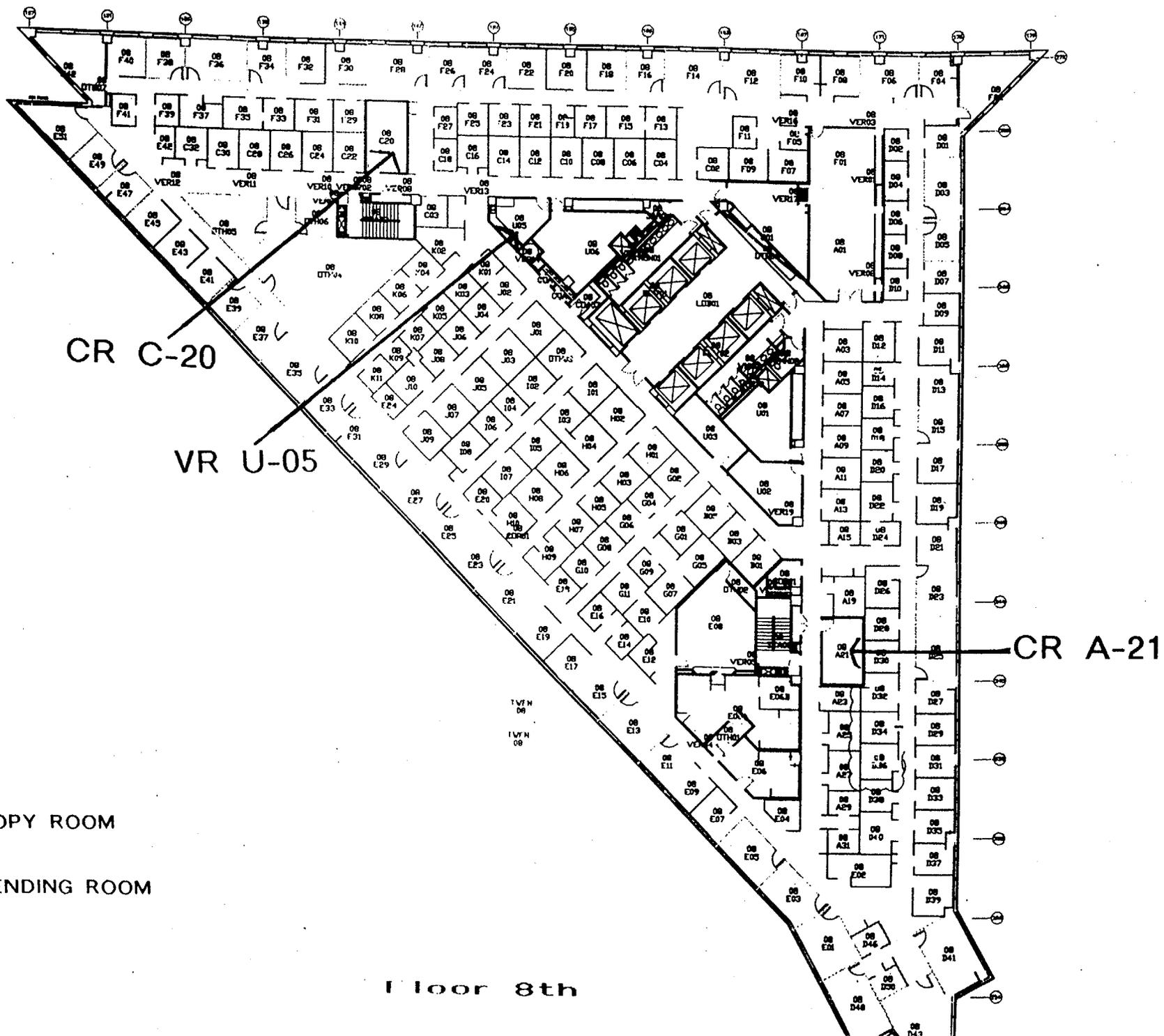
VR U-05

CR A-23

CR - COPY ROOM

VR - VENDING ROOM

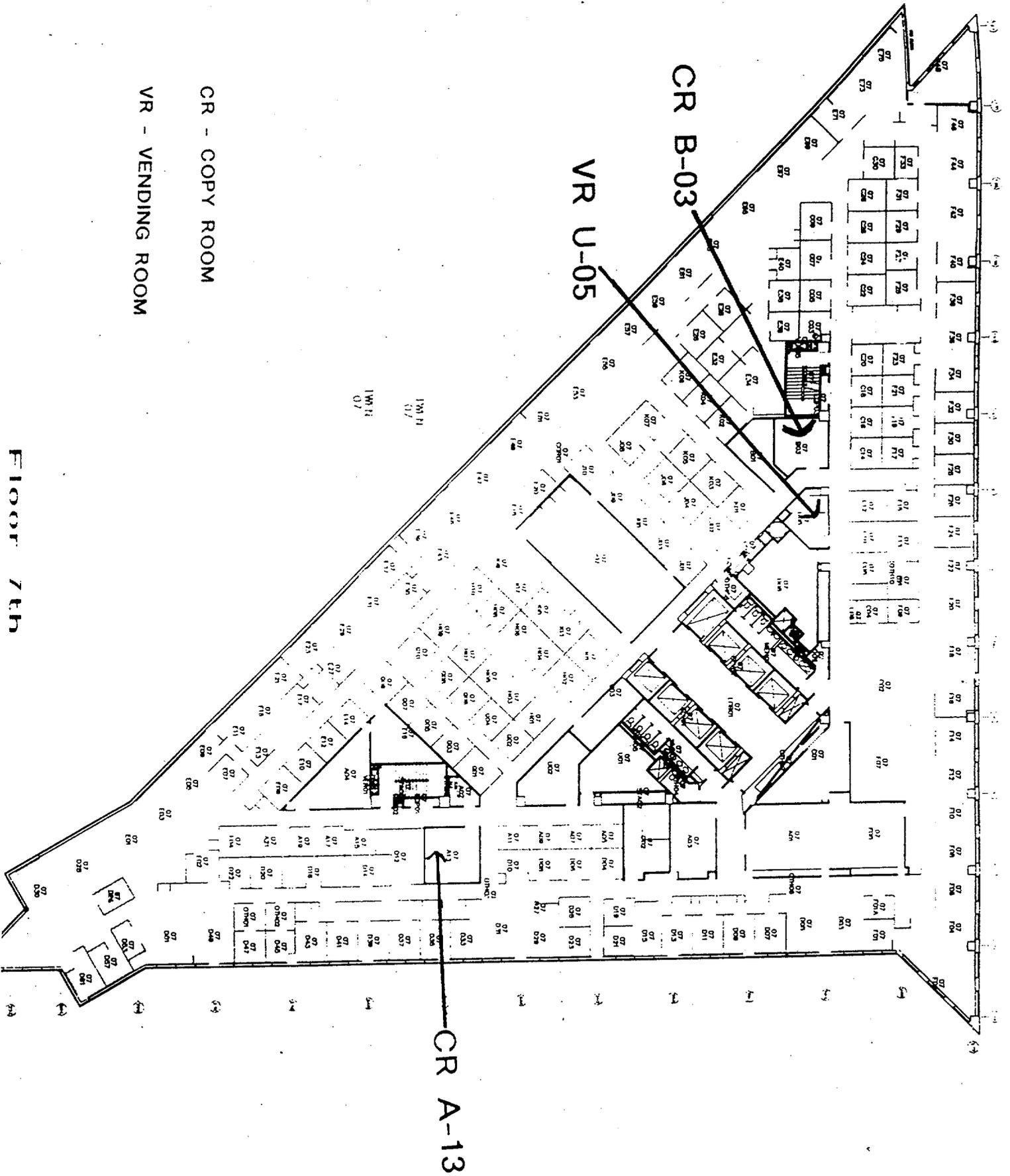
1 floor 9th



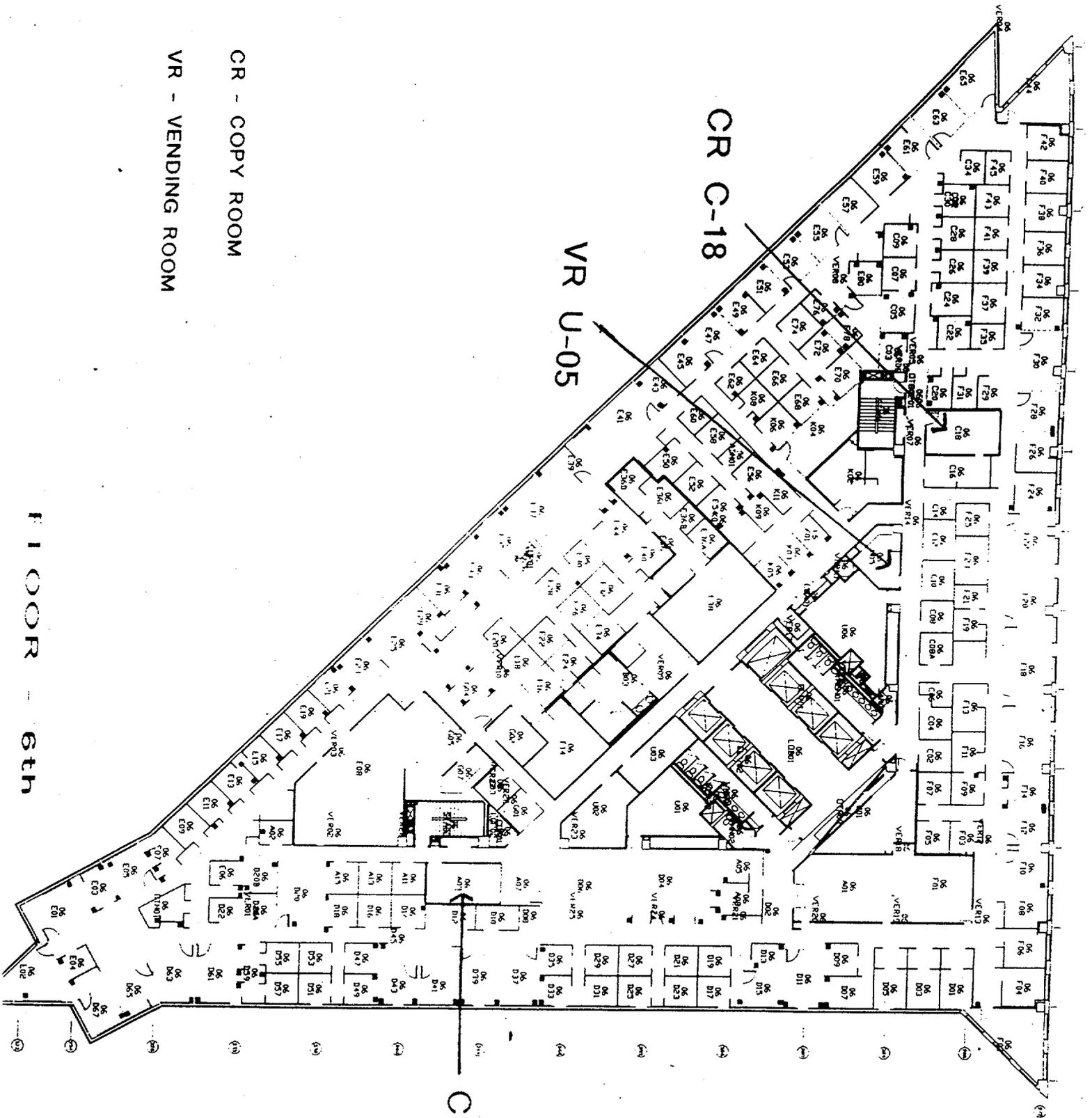
CR - COPY ROOM

VR - VENDING ROOM

Floor 8th



FLOOR 7th



CR C-18

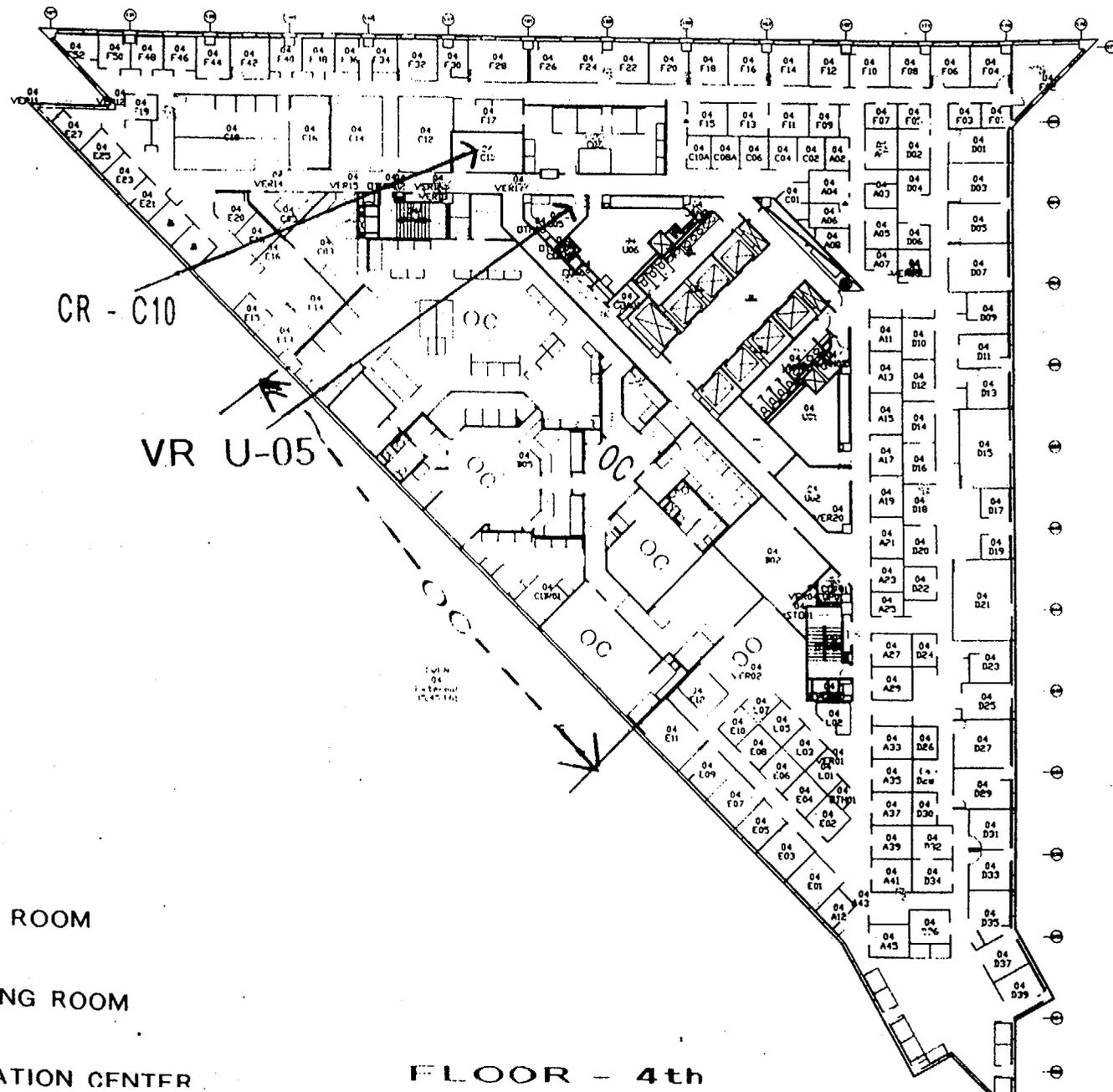
VR U-05

CR A-09

CR - COPY ROOM

VR - VENDING ROOM

FLOOR - 6th

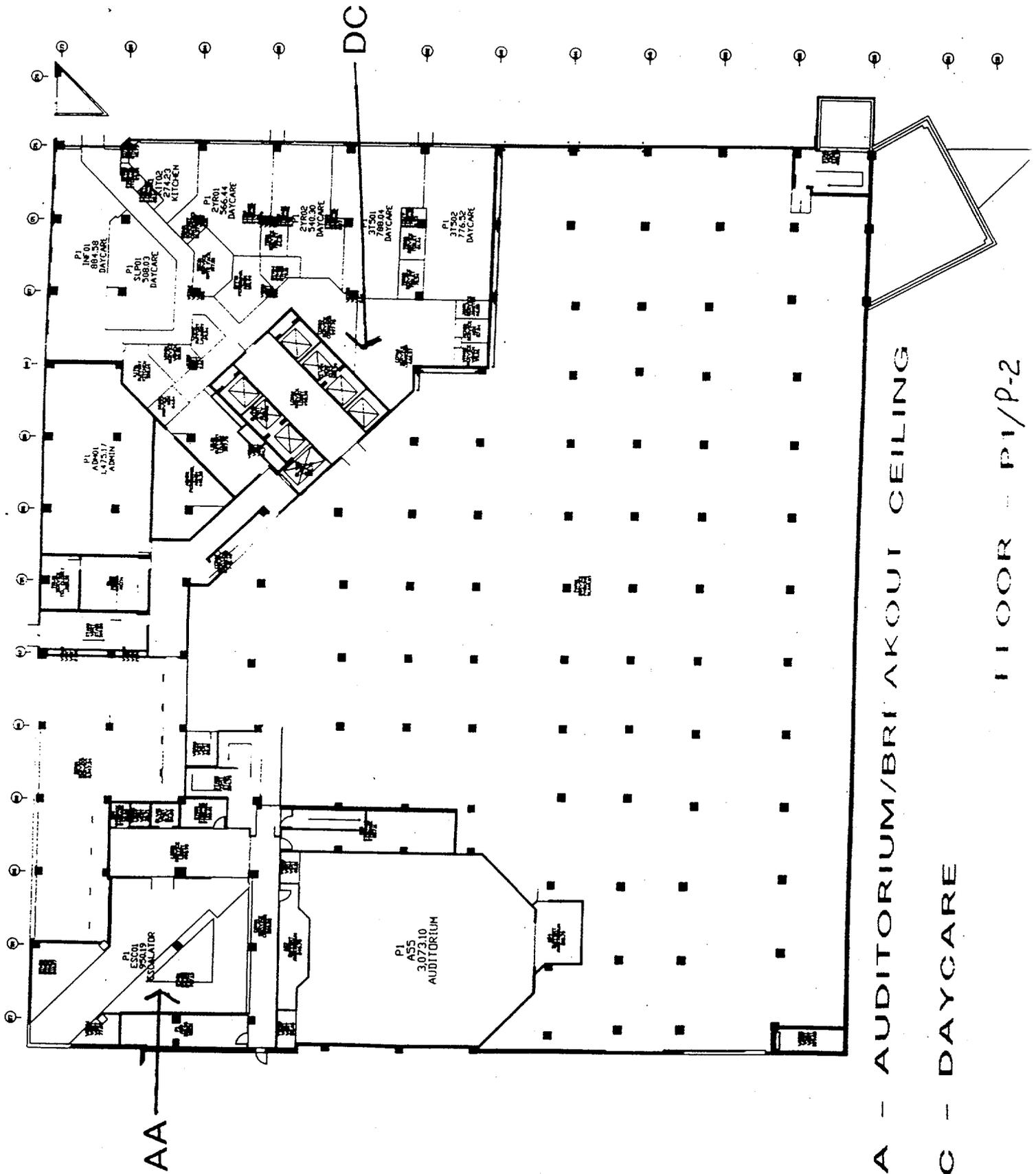


CR - COPY ROOM

VR - VENDING ROOM

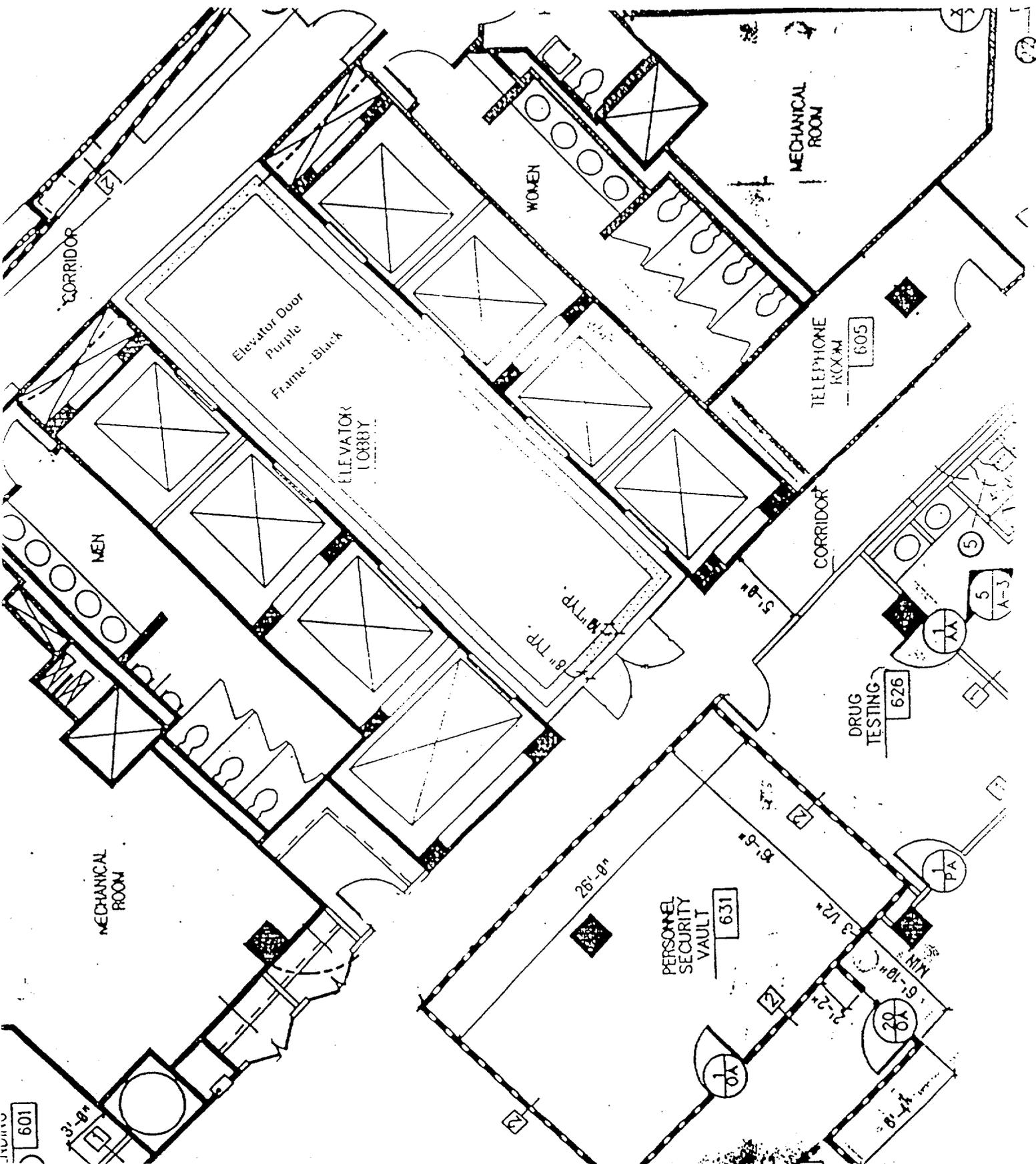
OC - OPERATION CENTER

FLOOR - 4th



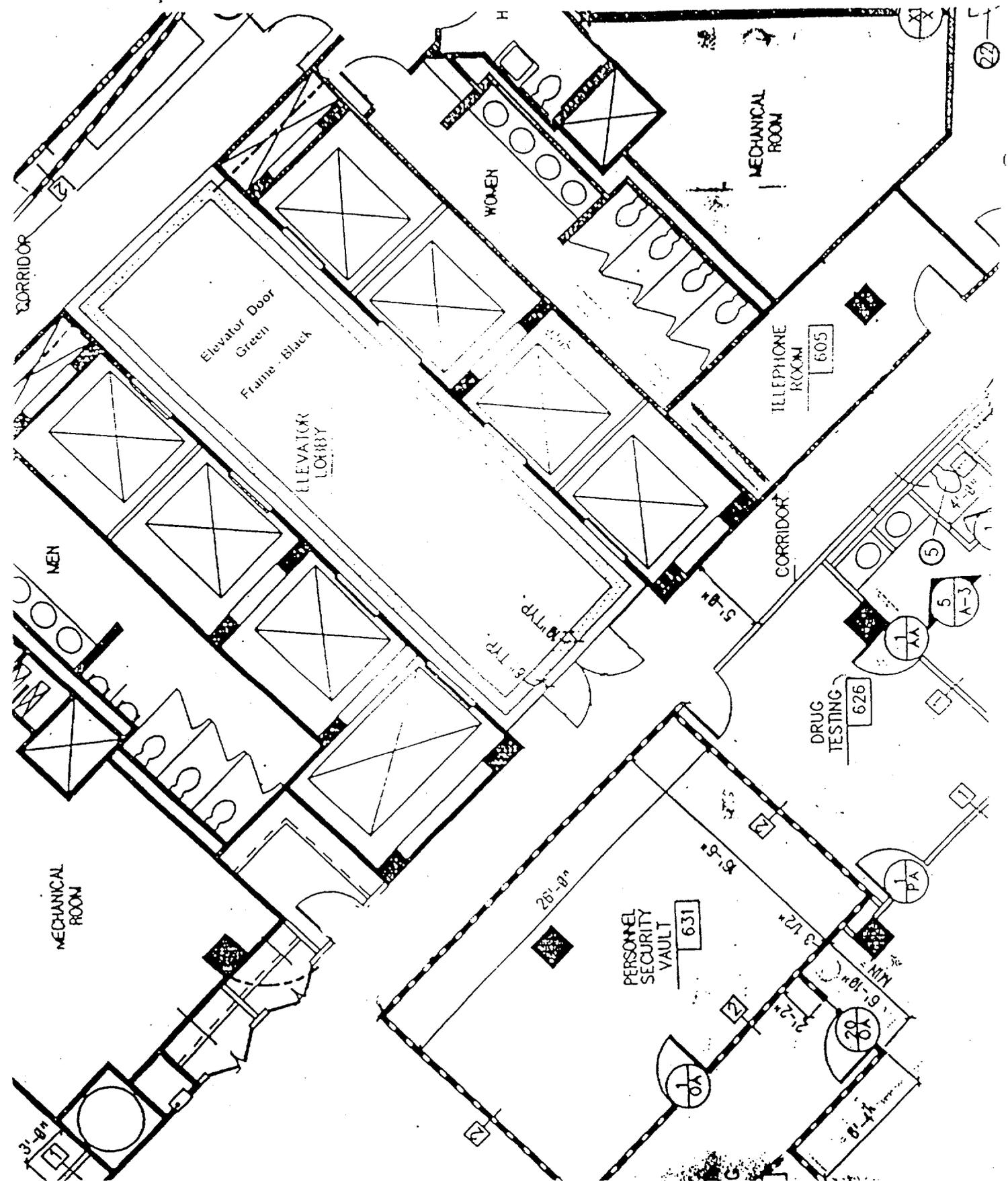
Elevator Doors & Frames Color

10th Floor



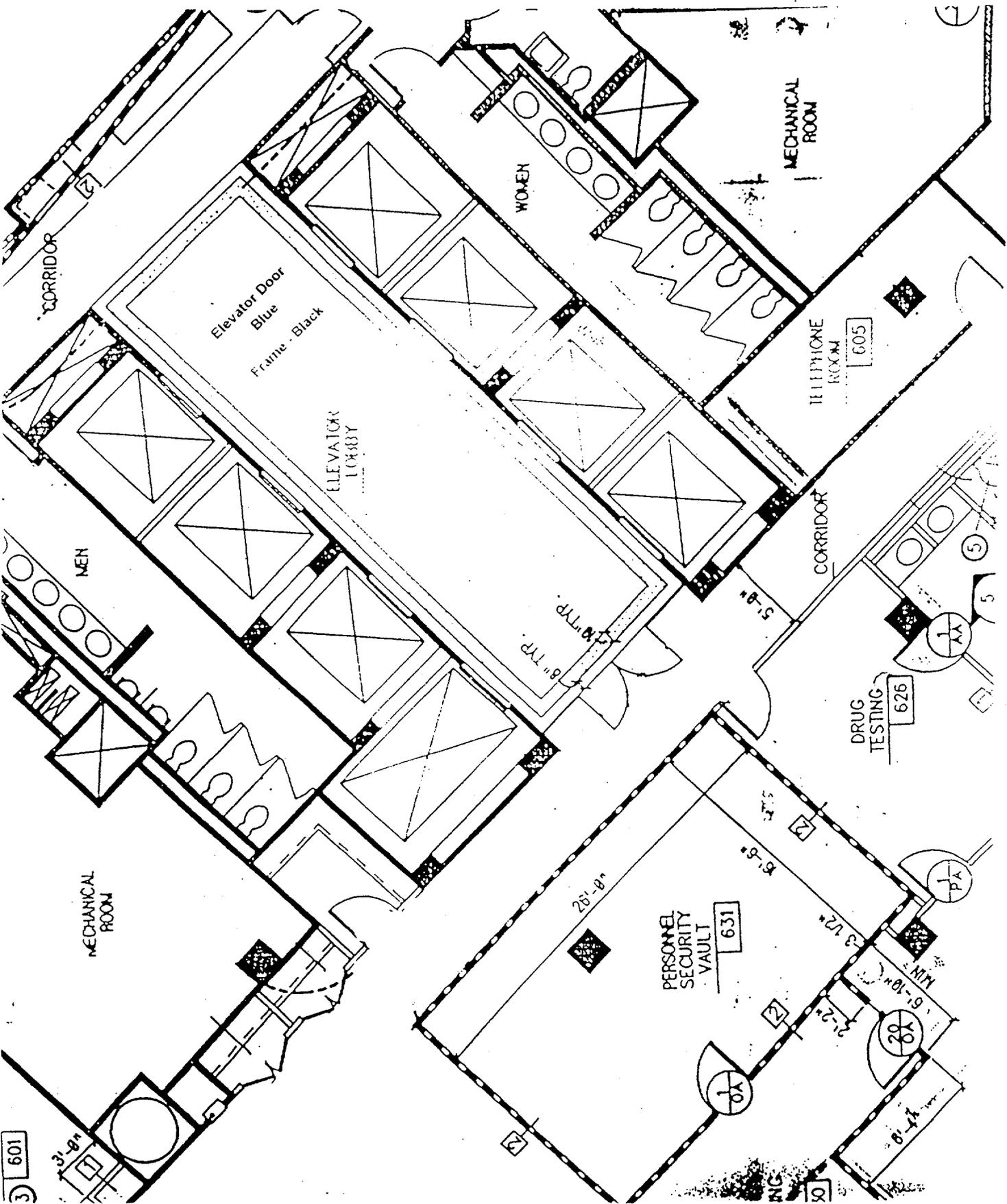
Elevator Doors & Frames Color

9th Floor



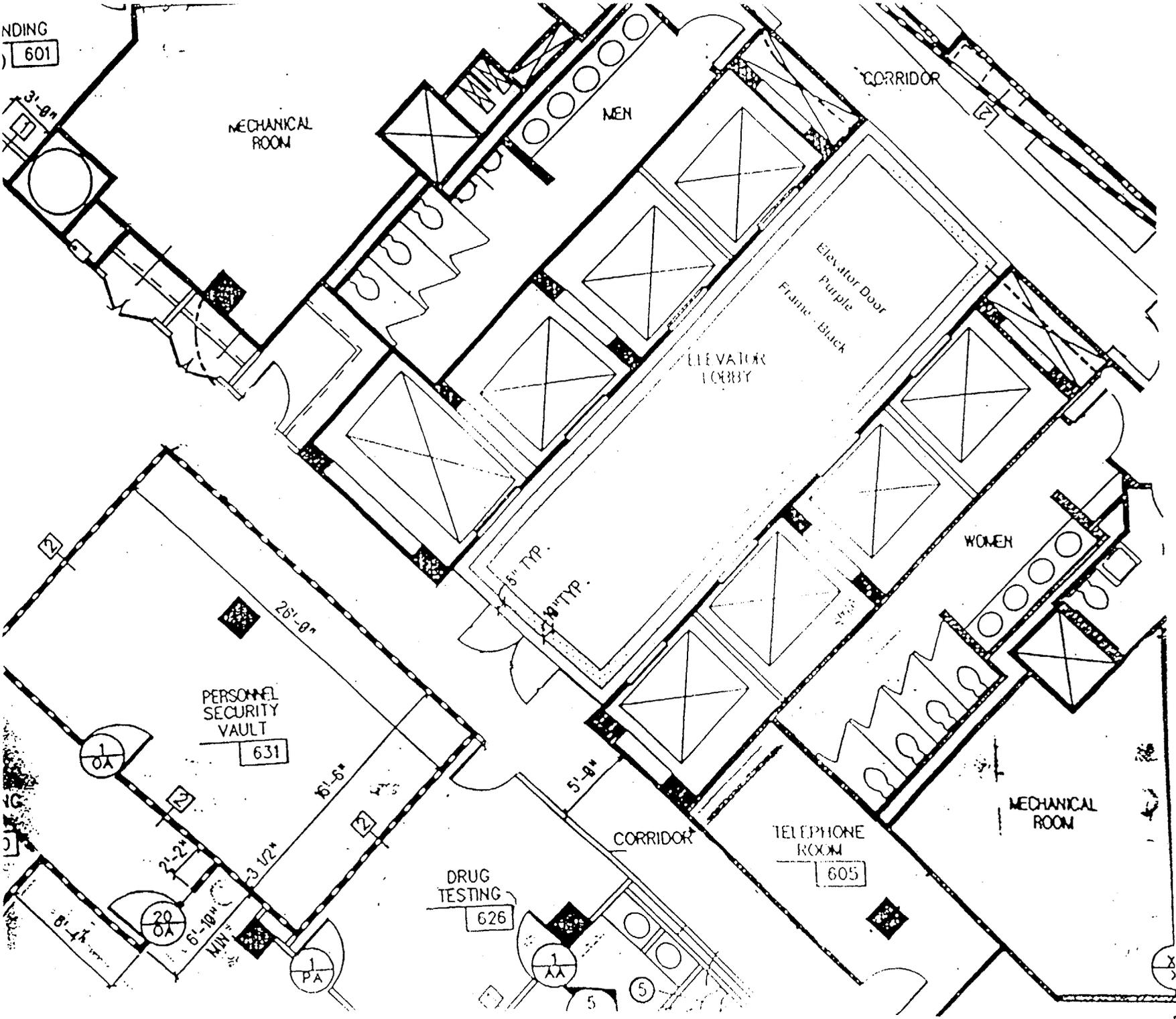
Elevator Doors & Frames Color

8th Floor



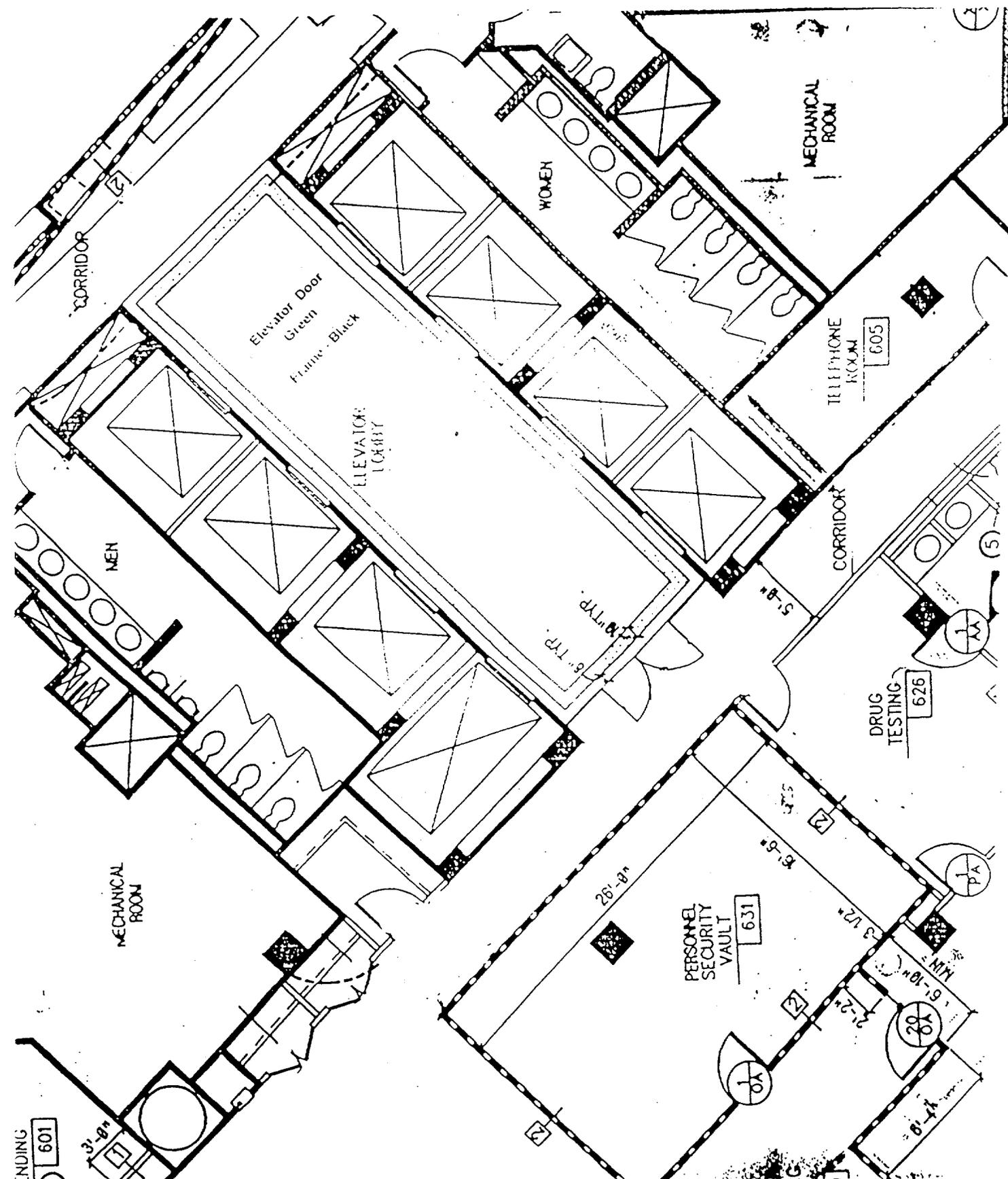
Elevator Doors & Frames Color

7th Floor



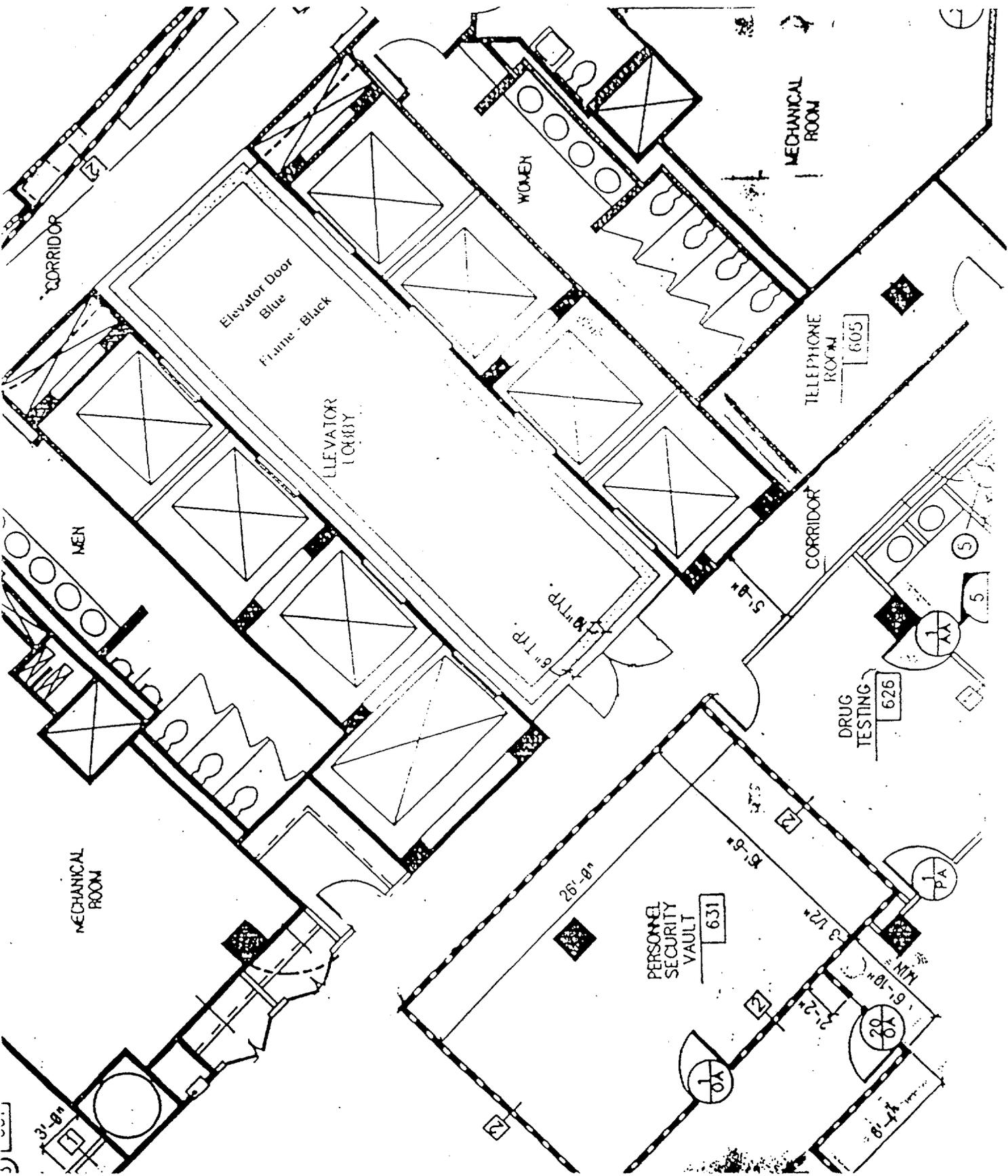
Elevator Doors & Frames Color

6th Floor



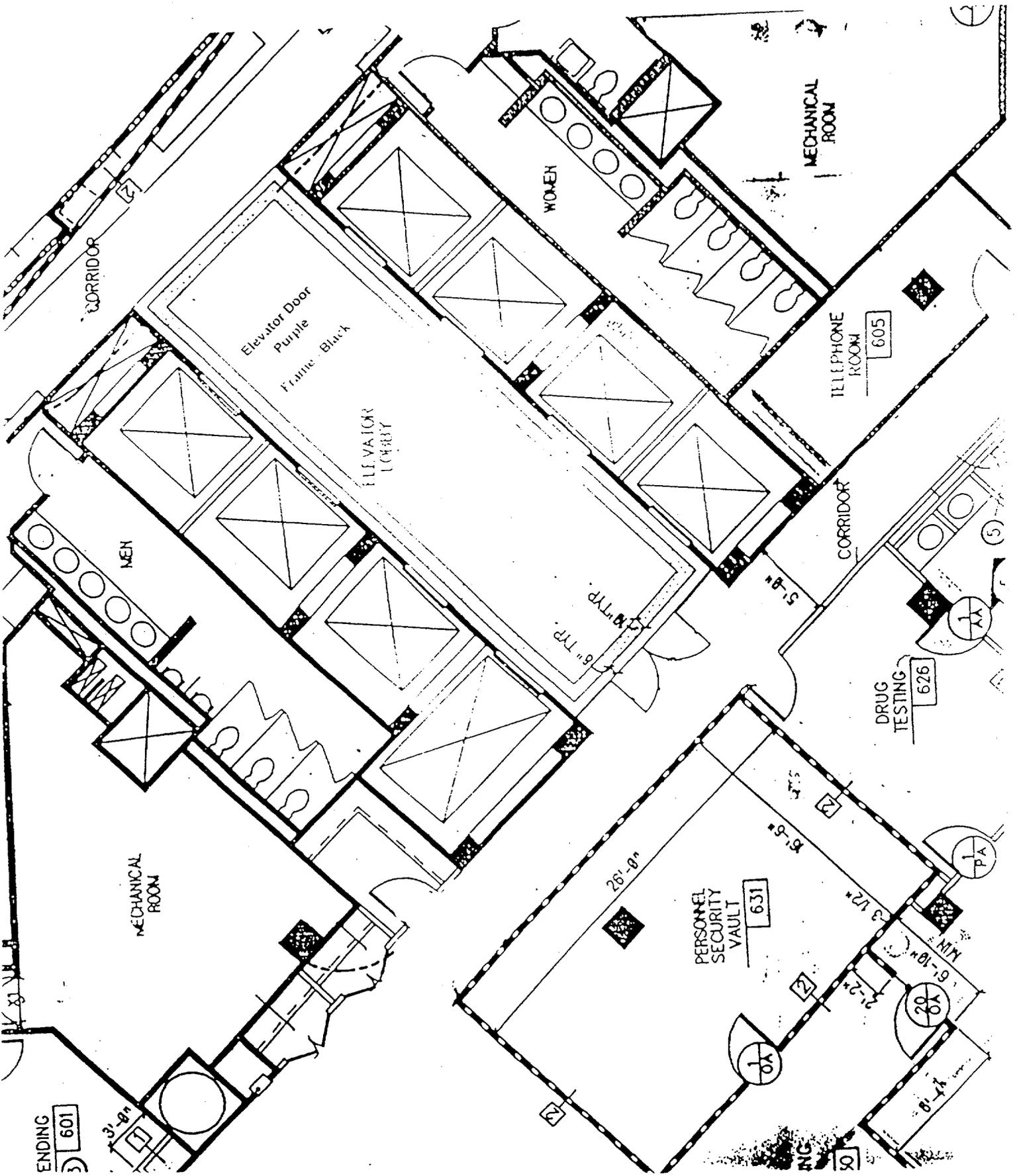
Elevator Doors & Frames Color

5th Floor



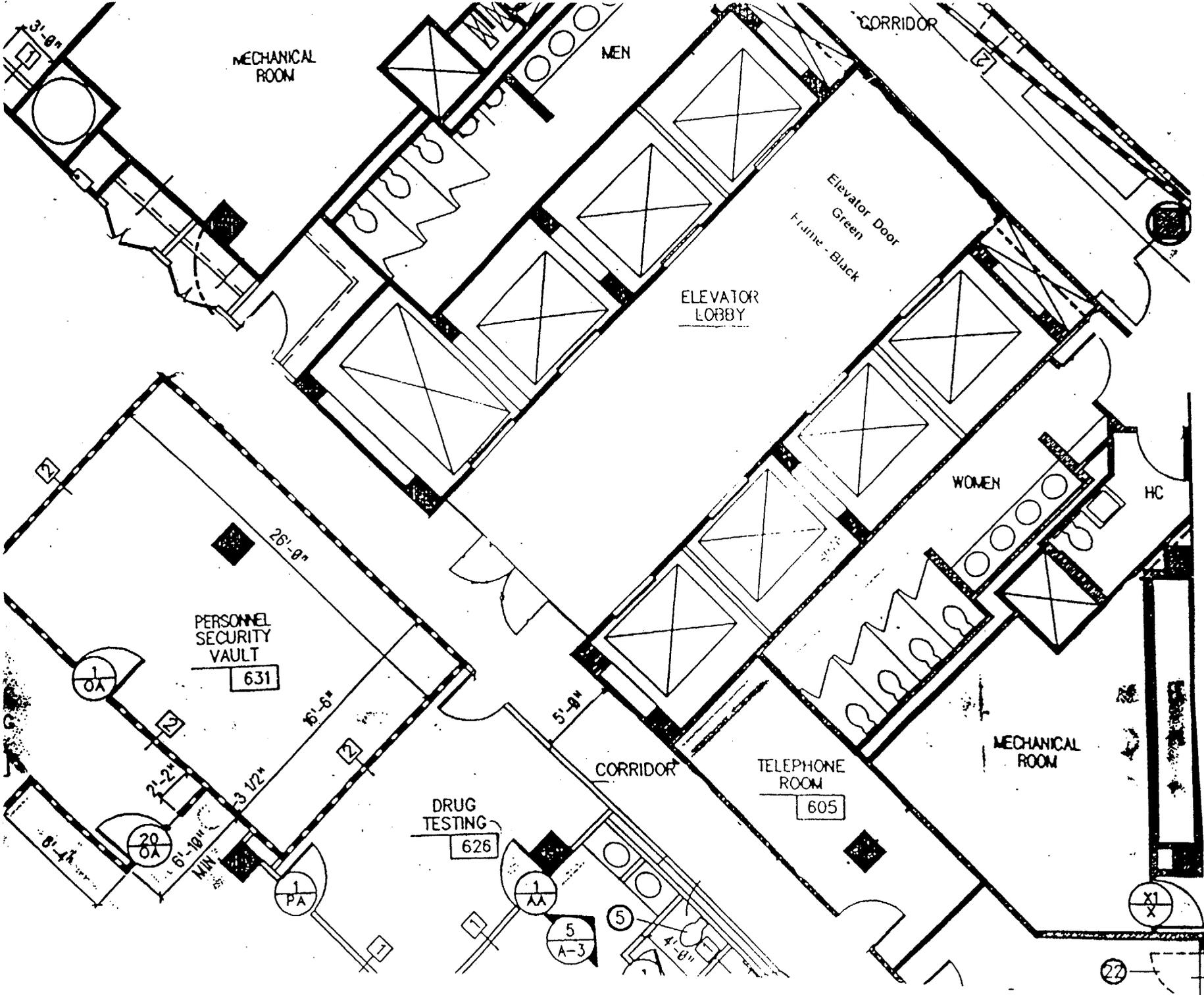
Elevator Doors & Frames Color

4th Floor



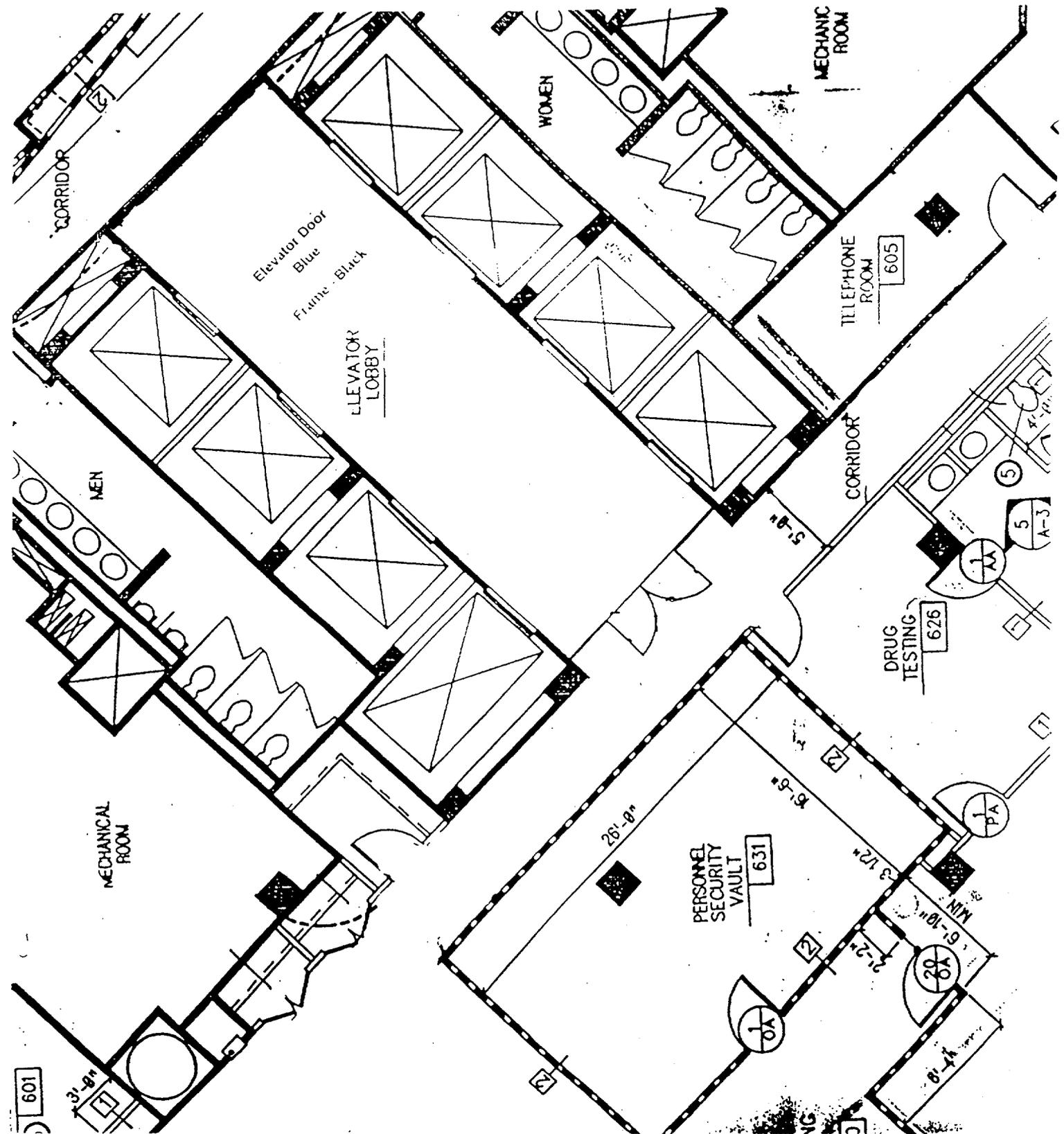
Elevator Doors & Frames Color

Floor P-1



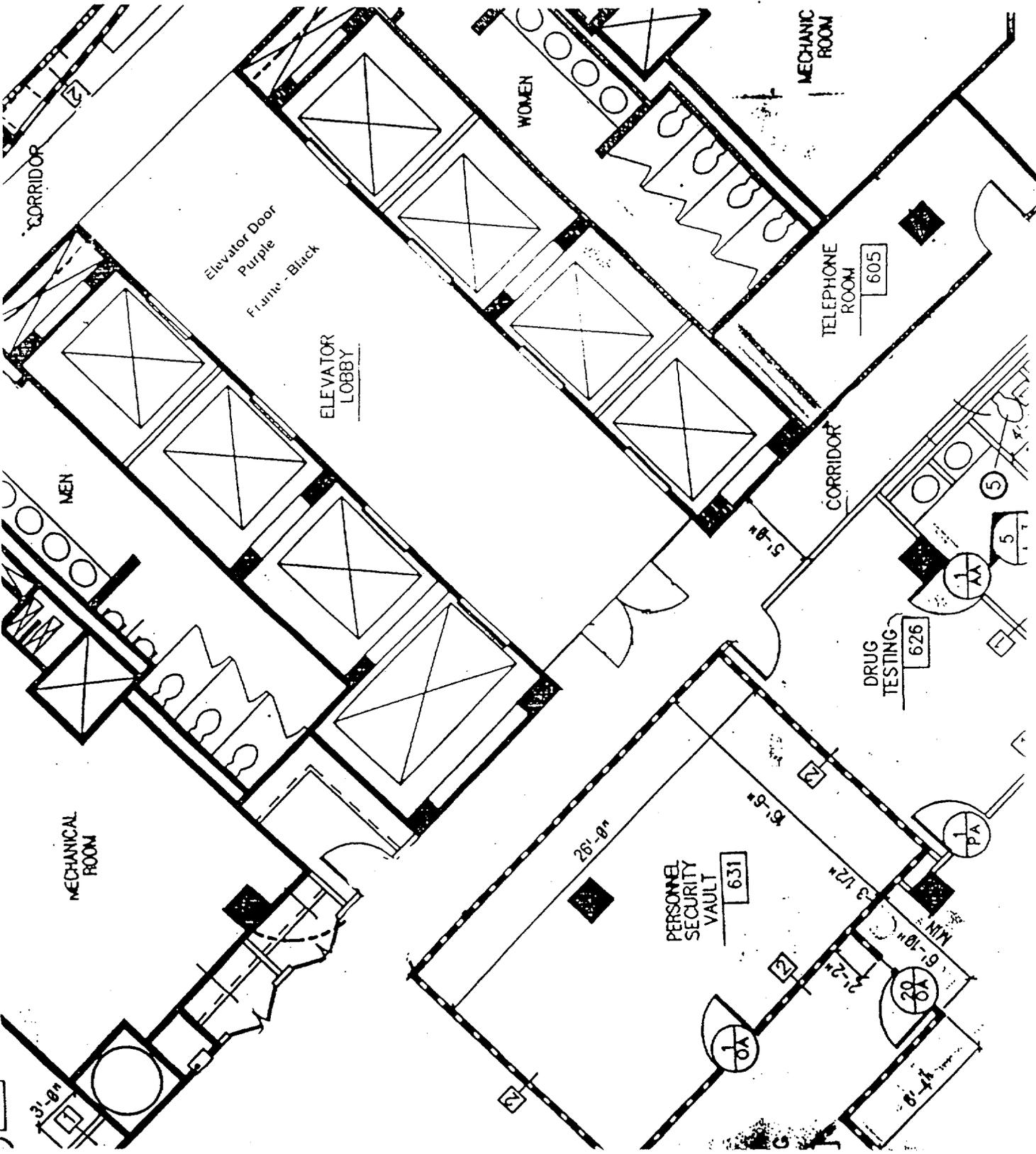
Elevator Doors & Frames Color

Floor P-2



Elevator Doors & Frames Color

Floor P-3



Elevator Doors & Frames Color

Floor P-4

