ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES: 1 | 8

IMPORTANT: Mark all packages and papers with contract and/or order numbers. BPA NO.

1. DATE OF ORDER: 09-10-2003	2. CONTRACT NO. (If any):
3. ORDER NO. MODIFICATION NO.: DR-10-03-467	4. REQUISITION/REFERENCE NO.: ADM-03-467

5. ISSUING OFFICE (Address correspondence to)
U.S. Nuclear Regulatory Commission
Div of Contracts
Two White Flint North - MS T-7-I-2
Contract Management Center No. 2
Washington, DC 20555

6. SHIP TO:
a. NAME OF CONSIGNEE: U.S. Nuclear Regulatory Commission
b. STREET ADDRESS:
c. CITY: Washington | d. STATE: DC | e. ZIP CODE: 20555

7. TO:
a. NAME OF CONTRACTOR: Gary Bailey
b. COMPANY NAME: G.Bailey Company, Inc.
c. STREET ADDRESS: 814 W. Diamond Avenue, Suite 210
d. CITY: Gaithersburg | e. STATE: MD | f. ZIP CODE: 20878

f. SHIP VIA: n/a

8. TYPE OF ORDER
[X] a. PURCHASE ORDER — Reference your proposal dtd. 9/8/03. Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
[ ] b. DELIVERY/TASK ORDER — Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION DATA: 34015-511302 D2318 252A X0200 — $73,501.00

10. REQUISITIONING OFFICE: ADM
BAHMAN ROWHANI, DIVISION OF FACILITIES

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[X] a. SMALL [ ] b. OTHER THAN SMALL [X] c. DISADVANTAGED [ ] d. WOMEN-OWNED

12. F.O.B. POINT	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE	16. DISCOUNT TERMS
Destination	N/A	11/14/2003	N/A

13. PLACE OF

a. INSPECTION	b. ACCEPTANCE	FOR INFORMATION CALL: (No collect calls)
ROCKVILLE,MARYLAND	ROCKVILLE, MARYLAND	ROBERT WEBBER 301.415.6520

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
1	Provide all necessary supervision, labor, materials and equipment to replace existing finishes in NRC's Fitness Center in the TWFN building. All work shall be performed in accordance with the Statement of Work (Att. 2), General Terms and Conditions (Att. 3), drawings previously provided and all referenced materials identified herein. All work shall be completed by November 14, 2003, including punchlist items identified during final inspection. This is an 8(a) award. In accordance with a delegation of authority from SBA, a copy of this award shall be provided to SBA for their contract files.	1	job	73,501.00	$73,501.00	

SEE BILLING INSTRUCTIONS ON REVERSE

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	$73,501.00 SUBTOTAL

21. MAIL INVOICE TO:
a. NAME: U.S. Nuclear Regulatory Commission, Division of Contracts
b. STREET ADDRESS (or P.O. Box): 11545 Rockville Pike, Mail Stop T7I2
c. CITY: Rockville | d. STATE: MD | e. ZIP CODE: 20852

17(h) TOTAL (Cont. pages)

17(i). GRAND TOTAL: $73,501.00

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)
ROBERT B. WEBBER
CONTRACTING OFFICER
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

DR-10-03-467

SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of $__________. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL / FINAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

ITEM NO.	SUPPLIES OR SERVICES	UNIT	QUANTITY REJECTED	REASON FOR REJECTION

ADDITIONAL SIMPLIFIED ACQISITION TERMS AND CONDITIONS

A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
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
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-47	SERVICE CONTRACTS ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	FEB 2002
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR 1984
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.213-3	NOTICE TO SUPPLIER	APR 1984

A.2 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUNE 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Apr 2003)

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over $10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of $25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over $10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of $25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over $2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro- purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed $25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over $25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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.arnet.gov/far

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A.3 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.4 OTHER APPLICABLE CLAUSES

[] See Addendum for the following in full text (if checked)

[] 52.216-18, Ordering

[] 52.216-19, Order Limitations

[] 52.216-22, Indefinite Quantity

[] 52.217-6, Option for Increased Quantity

[] 52.217-7, Option for Increased Quantity Separately Priced Line Item

[] 52.217-8, Option to Extend Services

[] 52.217-9, Option to Extend the Term of the Contract

A.5 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."

A.6 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.

A.7 52.219-11 SPECIAL 8(A) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Nuclear Regulatory Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Nuclear Regulatory Commission.

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

A.8 52.219-17 SECTION 8(A) AWARD (DEC 1996)

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the Nuclear Regulatory Commission the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify the Nuclear Regulatory Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Nuclear Regulatory Commission.

A.9 2052.204-71 SITE ACCESS BADGE REQUIREMENT

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

A.10 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 and Naturalization (INS) 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 Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

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.

(End of Clause)

Order No. DR-10-03-467
Attachment One

STATEMENT OF WORK
Two White Flint North
Fitness Center Refurbishment Project

C.1 BACKGROUND

The U.S. Nuclear Regulatory Commission, located at 11545 Rockville Pike, Rockville, Maryland, 20852-2738 has a requirement in the Two White Flint North (TWFN) Building, to replace existing finishes in the Fitness Center.

The existing finishes have been in place since 1994 and has since shown extensive signs of wear and tear. The purpose of this project is to replace the exiting finishes to include wall and floor finishes throughout the center in order to maintain the professional appearance of this facility. To comply with the original interior design criteria, the agency intends to replace the existing product with the same or similar material.

C.2 OBJECTIVES

The objective of this project is to have a qualified contractor provide the supervision, labor, materials and equipment necessary to remove and replace 350 SY of existing carpeting, 520 LF of vinyl base, 280 SqF of rubber exercise matting, apply new paint on approximately 7000 SqF of wall surfaces, 1000 Sqf of ceiling surfaces in the fitness center and the locker facilities and refinish 1000 SqF of wood floor surface in the aerobics room.

Note: The total measurement provided in this Statement of Work should be considered an approximation. .

C.3 TASKS AND/OR SPECIFICATIONS

The Contractor shall furnish all necessary labor, equipment, materials and supervision required to accomplish the tasks described below in accordance with the statement of work and other referenced materials provided by the Government.

C.4 SCOPE OF WORK

The scope of work for this project includes, but is not limited to: (all work will be completed in occupied areas)

- Remove all existing carpeting, rubber flooring and vinyl base in the fitness center and the locker facilities.

- All work is to be performed after normal business hours. Daily business hours for the center are: Monday thru Friday 5:45 AM to 8:00 PM.

- Repair and prep all wall surfaces to receive new paint. The prep work shall include all patching and skim and base coating necessary to prepare the wall to receive the new paint.

- Remove or conceal (with paint) all large block letters throughout the center and the locker rooms.

- All metal cover plates on electrical devices or other similar devices shall be removed and reinstalled after application of new paint.

- All signs, insignias, emblems, block letters and picture frames shall be removed and reinstalled after installation of the new wall covering. Contractor is responsible to maintain and store (location, as approved by the Project Officer) all removed product in a safe manner to insure no damage to the removed products. Contractor is responsible to reinstall or reattach (if necessary) all removed items back to their original state upon completion and acceptance (by the Project Officer) of each area.

- Install new corner guards throughout the facility surfaces after application of the new paint. New corner guards to match existing building standards with aluminum backing. Colors to be coordinated with the project officer.

- Do not remove or disturb any devices related to the elevators or the fire alarm systems. Contractor shall carefully cover these devices during application of the new paint.

- Install additional wall support and rigid surface on 150 SqF of damaged wall surfaces (location on plan).

- Furnish and install approximately 350 SqY carpeting and padding in the general exercise area, hallway, offices and locker rooms. New carpeting shall be of

same existing material in the same colors or similar product in the same quality and color as the existing products.

- Furnish and install approximately 520 LF of vinyl base in the general exercise area, aerobics room, hallway, offices and locker rooms. New base shall be of same existing material in the same colors or similar product in the same quality and color as the existing products.

- Apply approximately 7,000 SqF of paint on walls and soffits in the center. All paint to match existing color and texture include but not limited to polymix, flat and semi-gloss paint throught out the center and locker rooms.

- Paint all locker room ceilings to match existing paint (approximately 1000 SqF).

- Paint all door frames.

- Sand and refinish approximately 1000 SqF of existing wood floor area in the aerobics room.

- Furnish and install approximately 280 SF of weight room flooring (Minimum 3/4" thickness) in the wegight area and under the water fountain..

- Contractor is responsible for removal, relocation and reinstallation of all furniture (except modular office furniture) and exercise equipment throughout the facility.

GENERAL TERMS AND CONDITIONS

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.

Accessibility and Recording Presence:
NOTICE: The NRC is a sensitive federal location and limits unescorted access to the NRC's premises to those individuals who have been approved through the NRC's personnel security screening process. Persons who have not completed the NRC's personnel security screening process shall not have access to the site. The Contractor shall ensure that all onsite Contractor personnel wear clothing (shirt or jacket) that clearly identify the company they represent.

Within seven calendar days of the Contractor receiving the NRC's notification of receiving the award of this work and security screening packages, the Contractor shall submit a completed security package to the NRC Project Officer (NRC-PO) for all personnel who will be performing the work on-site at NRC. If any of the completed security packages submitted by the Contractor are incomplete or the NRC security office requires additional information to process any of the clearances, the Contractor shall either provide the additional information within 2-business-days or (at NRC's request) replace the subject personnel with another contractor who can provide NRC with a completed security package within 2-business-days.

Failure by the Contractor to use contract personnel who can pass NRC's security screening for on-site access to the NRC facility or related sensitive information shall be grounds for NRC to terminate this contract for default and re-procure from another source if NRC decides it is in the best interest of the government

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, social security numbers, date of births and citizenship of personnel scheduled to work on site prior to gaining access to One White Flint North and Two White Flint North. Each contract employee is required to pass a building access check and obtain a building access badge. Each contract employee must sign-in when reporting for work each day and sign-out 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 loading dock of One White Flint North and 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. All badges shall be returned to the OWFN loading dock at the end of each day/work shift. 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.

Site Investigation and Conditions at the Work Site:
It will be the responsibility of the Contractor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and inform themselves as to all conditions, including other work , if any, being performed. The Contractor shall field verify all information provided in this document, if necessary, at no additional cost to the Government. Failure to do so will in no way relieve the Contractor from the necessity of furnishing any materials or performing any work that may be required to carry out the work order in accordance with the specifications of the work order at no additional cost to the Government.
Contractor is responsible to put back in place all relocated equipment and furniture to their original location prior to completion of work nightly unless approved by the contracting officer.

Licenses and Permits:
The Contractor shall, without additional cost to the Government, obtain any necessary licenses and/or permits for compliance with any laws, codes and regulations applicable to the performance of any work on this project.

Work Schedule:
See Schedule section of this SOW.

Liability:
The Contractor shall, without additional cost to the Government, be responsible for obtaining insurance that is currently in force throughout the duration of this contract. The insurer and Contractor shall save, keep harmless and indemnify the Government against any and all liability claims and/or loss of whatsoever kind and nature for injury or death to person or persons, loss or damage to property, Government or otherwise, occurring in connection with or incidental to, or arising out of the occupancy, use, service, operation of equipment, etc., or performance of work in connection with this contract from the omissions or from negligent acts of the Contractor.

Contractor Inspection:

The Contractor shall inspect the quality of work being performed to assure that the scope of services requested in the contract is being accomplished in the manner as described in the objectives and specifications of the contract.

Government Inspection and Acceptance of Services:
The Government shall inspect all services requested in the contract at various times. These inspections will be performed in such a manner that will not unduly interfere or delay the work that is being performed by the Contractor. If any of the requirements of the contract do not conform with the terms and conditions, the Government may require the Contractor to correct such deficiencies at no additional cost to the Government. If such deficiencies cannot be corrected by the Contractor, the Government may correct the deficiencies and deduct the costs from the amount of the contract and/or terminate the contract for default.

Safety Barriers:
The Contractor shall use physical means to restrict access and/or to direct egress and ingress around staging areas. Signs, lights, etc. are to be used in accordance with accepted safety practices and must be approved by the contracting officer. Exits for emergency egress in case of fire or other types of emergencies shall be kept open at all times.

Contractor Supervision:
The Contractor shall arrange for satisfactory supervision of the work described in this contract. The contractor shall have supervisory personnel to monitor each separate crew on site. The Contractor or his supervisor shall be available at all times when the contract work is in process, to receive notices, reports, or requests from the Contracting Officer or his/her representatives. It is the policy of the Nuclear Regulatory Commission not to directly or indirectly exercise direction or supervision of the Contractor's employees or sub-contractors.

The Nuclear Regulatory Commission is not responsible for tools or equipment, etc., left on the job site.

Workmanship:
The contractor shall use skilled tradesmen according to the manufacturer's recommendations. The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this work order unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers. Upon request, the Contractor shall submit to the contracting officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he/she proposes to use in the performance of the work. The Contractor shall not use any material which the

Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

All work under this contract shall be performed in a skillful and professional manner and in compliance with all laws, ordinances and regulations (Federal, State, County, City or otherwise).

Except as otherwise provided in the work order, no charge for extra work or materials will be allowed unless the same has been ordered in writing by the Contracting Officer and the price stated in such order.

The Contractor shall withdraw items identified to be removed in a safe, careful manner. All openings which result from, or surfaces damaged by the removal operations, shall be appropriately patched/sealed.

Unless otherwise specified in the work order, the Contractor guarantees all work to be in accordance with contract requirements and free from defective or inferior materials, equipment and workmanship.

The Contracting Officer may require, in writing, that the Contractor remove from work any employee the Contracting Officer deems incompetent, careless or otherwise objectionable. The Contractor shall promptly repair all damages caused to adjacent facilities which resulted from negligence on the part of the Contractor.

Building and Utility Services:
The Contractor shall not interrupt the existing utility services without 24 hour notification and verbal authorization from the Project Officer/Contracting Officer's Technical Representative.

Interruptions to building services should be kept to a minimum and those which affect the environmental conditions in occupied portions of the building shall be performed outside the official working hours of the building occupants.

Safety and Hazardous Material Handling:
Delivery and storage of materials and equipment and accomplishment of all work shall be made with a minimum of interference to Government operations and personnel.

The Contractor shall take every precaution to prevent fires during the performance of this work order. Smoking in the buildings and/or at the loading docks is prohibited. The Contractor shall furnish a covered metal receptacle to be kept outside the exterior of the

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.

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