

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
11/17

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

BPA NO.

1. DATE OF ORDER 06-23-2004		2. CONTRACT NO. (if any) GS28F8014H		6. SHIP TO:	
3. ORDER NO. DR-10-04-419		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Joanna Lilley	
4. REQUISITION/REFERENCE NO.		5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		b. STREET ADDRESS Mail Stop T-7D24	
7. TO:		c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	
a. NAME OF CONTRACTOR HAWORTH, INCORPORATED		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE ORDER		<input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER	
c. STREET ADDRESS ONE HAWORTH CENTER		Reference your 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.		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.	
d. CITY HOLLAND		e. STATE MI	f. ZIP CODE 494239576		
9. ACCOUNTING AND APPROPRIATION DATA JOB CODE: D2338 B&R NO: 44015-511302 BOC: 252A FUND SOURCE: 31X0200		\$110,000.00		10. REQUISITIONING OFFICE ADM	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE
13. PLACE OF		16. DISCOUNT TERMS Net 30	
a. INSPECTION	b. ACCEPTANCE	FOR INFORMATION CALL: (No collect calls)	
		ELINOR CUNNINGHAM (301) 415-6580	

17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>This Federal Supply Schdeule Blanket Purchase Agreement (BPA) is subject to the terms and conditions set forth in General Service Administration Federal Supply Schedule, Group 711 for Haworth furniture components and accessories that are required to install, reconfigure workstations and/or repair or replace workstation components if and when ordered for the U.S. Nuclear Regulatory Commission. The contractor shall provide the service and products in accordance with the attached Statement of Work. The contractor shall bille the NRC for the purchase of the Haworth products in accordance with the GSA schdeule contract pricing list, which is incorporated by reference and made part of this BPA.</p> <p>Period of Performance for the Base Year: July 1, 2004 - June 30, 2005 Period of Performance for Option Year 1: July 1, 2005 - June 30, 2006 Period of Performance for Option Year 2: July 1, 2006 - June 30, 2007</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		SUBTOTAL
	21. MAIL INVOICE TO:						
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4						17(h) TOTAL (Cont. pages)
	b. STREET ADDRESS (or P.O. Box) Attn: DR-10-04-419						
c. CITY Washington		d. STATE DC	f. ZIP CODE 20555		\$110,000.00	17(i) GRAND TOTAL	

22. UNITED STATES OF AMERICA BY (Signature) TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER
06-23-2004

CONTRACT NO.
GS28F8014H

ORDER NO.
DR-10-04-419

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The amount currently obligated with respect to this BPA is \$110,000.00. The obligated amount may be unilaterally increased from time to time by the NRC Contracting Officer by written modification(s) to this BPA. Any work undertaken by the contractor in excess of the obligated amount specified above is done so at the contracto'r sole risk.</p> <p>PLACING ORDERS: Written work orders will be issued to the contractor by the NRC Project Officer for the purchase and delivery of Haworth products to the NRC. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified in FAR Clause 52.216-18, Ordering which is herein part of this order.</p> <p>NRC Project Officer: Joanna Lilley, (301) 415-6743</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

PRICE SCHEDULE

DR-10-04-419

BASE YEAR

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1. Furniture Components/ Product estimated yearly dollar value.....				\$600,000.00
2. Design/Layout Services	[REDACTED]	HRS	[REDACTED]	\$50,500.00
3. Installation Regular Hour & Service	[REDACTED]	HRS	[REDACTED]	\$179,562.50
4. Overtime Hours for Installation (after and/or weekends	[REDACTED]	HRS	[REDACTED]	\$63,380.00
5. Van Usage	[REDACTED]	TRIPS	[REDACTED]	\$4,500.00
6. 14' Truck Usage	[REDACTED]	TRIPS	[REDACTED]	\$9,000.00
TOTAL COST FOR THE BASE YEAR.....				\$906,942.50

OPTION YEAR 1

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1. Furniture Components/ Product estimated yearly dollar value.....				\$600,000.00
2. Design/Layout Services	[REDACTED]	HRS	[REDACTED]	\$50,500.00
3. Installation Regular Hour & Service	[REDACTED]	HRS	[REDACTED]	\$186,787.50
4. Overtime Hours for Installation (after and/or weekends	[REDACTED]	HRS	[REDACTED]	\$65,930.00

5. Van Usage	[REDACTED]	TRIPS	[REDACTED]	\$4,500.00
6. 14' Truck Usage	[REDACTED]	TRIPS	[REDACTED]	\$9,000.00

TOTAL COST FOR OPTION YEAR 1.....\$916,717.50

OPTION YEAR 2

<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1. Furniture Components/ Product estimated yearly dollar value.....				\$600,000.00
2. Design/Layout Services	[REDACTED]	HRS	[REDACTED]	\$50,500.00
3. Installation Regular Hour & Service	[REDACTED]	HRS	[REDACTED]	\$194,225.00
4. Overtime Hours for Installation (after and/or weekends	[REDACTED]	HRS	[REDACTED]	\$68,550.00
5. Van Usage	[REDACTED]	TRIPS	[REDACTED]	\$4,500.00
6. 14' Truck Usage	[REDACTED]	TRIPS	[REDACTED]	\$9,000.00

TOTAL COST FOR OPTION YEAR 2.....\$926,775.00

STATEMENT OF WORK

1. BACKGROUND

The United States Nuclear Regulatory Commission (NRC) Headquarters is consolidated into two buildings, One White Flint North (OWFN) and Two White Flint North (TWFN), located at the intersection of Rockville Pike and Marinelli Road in Rockville, Maryland. Approximately 2000 employees and 550 contractors are housed in systems furniture in the two buildings.

To meet the mandatory General Services Administration (GSA) space standard of 135 square feet per person when NRC consolidated and to provide maximum flexibility and durability, GSA and NRC determined that a system-furniture, open plan design, complemented by a demountable, movable, floor-to-ceiling partition system, will be used throughout the buildings.

2. FURNITURE REQUIREMENTS

This is an indefinite quantity arrangement. The total estimated quantities of materials, services and maintenance cannot be determined at this time. The total quantities to be ordered under this contract can be any combination of the products and services identified in the GSA Schedule. NRC will also purchase additional components to be placed in inventory for replacing worn or damaged furniture, furniture parts and providing flexibility for workstation/office changes.

The contractor shall furnish Haworth or equivalent furniture components and accessories that are required to install, reconfigure workstations and/or repair or replace workstation components if and when ordered by the NRC Project Officer through work orders issued pursuant to this BPA. The furniture components and accessories shall be compatible and interlock with Haworth products which are installed throughout NRC's two buildings. In addition, the contractor shall furnish and provide other product line available for purchase to the NRC, such as freestanding desks, chairs, tables and file cabinets. Product line shall be compatible with existing finishes and furnishings in OWFN and TWFN. The components and accessories shall be available for purchase by NRC at the unit price and discount established for this project and shall remain in effect for the duration of this Blanket Purchase Agreement.

3. DESIGN/LAYOUT ADAPTATION

Prior to issuance of a work order, the contractor will be contacted by the NRC Project Officer to provide design and layout support on various furniture projects. For major systems furniture projects, the NRC will provide the contractor with detailed specifications and workstation prototypes that represent the NRC's best estimate of the completed configuration. The design and layout support required will involve adapting the contractor's product to the physical conditions, configuration and actual floor plans. It shall be the responsibility of the contractor to provide for left-hand or right-hand configurations as required.

The contractor must provide the services of a professional design staff with significant experience on major systems furniture projects who will be required to review, adapt and overlay the specific manufacturer's components and products to generic layouts. The contractor shall conduct an on site review of existing conditions prior to design development. The generic layouts

should not preclude the contractor from submitting to the NRC any suggestions or alternatives which would aid in adapting its components to the actual

A preliminary design will be submitted to the Project Officer for review and approval and shall be revised, if necessary, based on comments from NRC reviews. Following design approval, the contractor shall prepare a product requirement list along with a proposal that includes product cost, design and installation costs. In preparing the product requirement list, the contractor shall take into consideration warehouse inventory and inventory of existing product on the floor.

The contractor shall furnish CAD drawings, CAD drawing diskettes (readable by AutoCad) and product specifications to the NRC Project Officer upon completion of the work order. The contractor shall provide monthly updates of the CAD product database, furniture symbol libraries and product data specifications required to maintain and update floor plans and furniture product data.

4. STANDARDS FOR FURNITURE AND COMPONENTS

a. This specification covers the requirements for workstation standards composed of connecting panels with attachable components. The minimum acceptable requirements for extent of the manufacturer's product line, design, materials, workmanship, performance safety and services are set forth in the multiple award schedule in GSA's Federal Supply for systems furniture.

b. Furniture provided by the contractor shall conform in all respects to the descriptions provided in Workstation Prototype standards, layout drawings and other specifications prepared by the NRC. Any deviations due to production techniques or the inability of the manufacturer to meet these requirements shall immediately be brought to the Project Officer's attention. The Project Officer shall make the final determination of the acceptability of such deviations.

c. The contractor shall specify and supply all work surfaces, components, hardware, wire management and panels, as well as any and all parts required to assemble and to power the workstation configurations. Each element of the proposed installation shall be appropriately adapted to the building environment and to the demountable wall systems utilized throughout the buildings.

Particular care was paid by the space planners to avoid marginal dimensional problems and conflicts. It shall be the responsibility of the contractor to point out any and all problems and/or conflicts which may arise with a given furniture system and to resolve these with the Project Officer. The contractor shall field check all dimensions for problems and/or conflicts and bring them to the attention of the Project Officer along with a proposed solution.

d. The contractor shall verify all the components for each workstation depicted on approved layout drawings. In the event the contractor believes that any essential components have been inadvertently omitted from the workstation prototype, the contractor shall bring these items to the attention of the Project Officer.

5. STANDARDS FOR PANELS

a. Workstations which are grouped in a continuous arrangement shall share panels. Based on approved drawings, the contractor shall be responsible for preparing an actual count of panels, with a breakdown by variety of panel finish to be used. The contractor shall provide straight-run or multi-angled joints of two, three, or four panels as delineated on the drawings.

b. There are a range of different panel widths. Typical widths are 12 inches, 18 inches, 24 inches, 30 inches, 36 inches, 42 inches, 48 inches, 54 inches and 60 inches. Curved panels of varying heights may also be required. Wall brackets or tracks shall be available to attach a panel run to the building walls. The contractor shall determine the appropriate width for panels and connectors so that they will most closely meet the overall dimensions specified for each workstation.

c. There are a maximum of four different ranges of panel heights. Typical heights are 34-42 inches, 48 inches, 65-68 inches and 75-80 inches. The contractor shall determine the appropriate panel height based on the workstation type.

d. Unless other noted, the standard panel shall have acoustical, bonded fabric whether they face the inside of a workstation or a corridor or are concealed from view in any way. The minimum noise reduction coefficient for acoustical panels shall be 0.80. The minimum acceptable sound transmission coefficient for acoustical panels shall be 14 and the minimum acceptable noise isolation class shall be 20. All panel components shall be provided with a light and sound barrier for the full height of the panel unless otherwise specified.

e. All panel surfaces shall have the same appearance with surface mounted tackboards. All panels shall maintain a level appearance at the top of the panel. Each panel shall have no less than two glides with a minimum vertical adjustment of two inches. Carpet grippers shall be provided for additional stability, if necessary.

f. Panel connectors are to be provided with each panel. At all angled connectors, it is desired that a filler be used to cover and conceal the angled connection. All panels at the end of a panel run shall have a finished end trim. Where adjacent panels are not the same height, the exposed ends shall have a finished end trim.

g. All panels and work surfaces, and all components, shelves and storage bins hanging from them shall be leveled plumb, straight and true when all pieces are precisely located.

h. All panels, whether powered or non-powered, shall be provided with covered raceways. Base raceways shall be an integrated part of the panels and attached such that they have minimal floor clearance and such that they provide bottom-edge protection from maintenance equipment. The communications compartments shall each accommodate at least ten 25-pair communication cables with room for two 25-pin connectors side by side. These compartments shall be constructed to facilitate the installation of communication cables, and shall be designed to facilitate wire management and future maintenance and adaptability, i.e., there

shall be an open channel that provides for cables to be laid in. The base trim should have access (knock-outs) for communications cabling, to accept both coaxial and telecommunications wires. The base wire raceway shall be at a single level, providing a continuous straight cable run that avoids electrical outlets and other obstructions.

i. It is desired that all panels have internal vertical cable ways so that concealed cables may be run from the base raceways to the top cable ways. All cabling and wiring shall be concealed by wire managers.

j. The panels shall be capable of being installed, without using fasteners, on top of finished flooring or carpeting without penetration of either. There shall be complete flexibility for future changes in panel arrangement without having to patch the flooring materials. At junctions of architectural elements and at panel service entries, there shall be sufficient space to allow for cables to run.

6. ELECTRICAL

a. Each power panel shall be capable of accepting electrical duplex receptacles. It shall be the contractor's responsibility to furnish pre-wired panels in the workstations to provide from three to seven duplex accessible outlets per station, each tri-circuit capabilities that include a potential for dedicated lines and isolated ground as required. It is the contractor's responsibility to determine which panels are powered and which are not. The contractor shall coordinate and confirm final panel plans with the Project Officer prior to ordering and final installation.

b. All non-powered panels shall be capable of being retrofitted in the field to a powered panel without altering the height of the panel or disassembling the panel run.

c. Cables to a power panel shall be provided, and pass-through or jumper cables shall be provided to transfer power from one power panel to another. All connections shall be contained within a covered raceway.

d. Power panels, light fixtures and non-metallic extension cords shall be Underwriters Laboratories approved, and wire managers shall be provided for all exposed wires.

e. Each branch circuit shall be limited to 10 duplex outlets. The contractor shall provide power supply components and an electrical plan to conform. The power will be supplied through the ceiling, interior walls, columns and/or exterior walls. All electrified panels shall be capable of having a minimum of three pre-wired circuits (120V, 20A) within the base raceway.

f. Panel-to-panel power connectors shall be designed so that when they are disconnected all points of connection are safe and electrically non-conductive. Hard-wire connections are accomplished by the Government who will connect the electrical entry whip to the circuit at the junction box. The contractor shall be responsible for final electrical hook-ups between the electrical panels and the owner-installed whip. The appropriate whips are specified and procured by the Government as part of the systems furniture package.

7. TASK LIGHTS

Task lights shall be provided in varying widths corresponding to the storage bins or shelf under which they are mounted. Task lights shall be supplied with a fluorescent tube, an on-off switch, rapid-start ballast and a heavy cord with ground. The cord shall be of sufficient length to reach a receptacle in the panel raceway. All task lights shall provide a minimum of 50 foot candles at the work surface with a low glare factor. The task light cord shall be wire mounted. Task lights should be separate from the panel hung components under which it is mounted.

8. WORK SURFACES

a. All work surfaces shall either be cantilevered from the panel or be end-supported by a panel to the floor for stability. It is desired that two adjacent work surfaces of different heights have fillers along the full depth of the work surfaces to close the vertical gap between them. All work surfaces shall be adequately supported at each end so that they can bear, without noticeable deflection, the weight of video display terminals and/or desktop printers.

b. When two work surfaces are placed back to back and cantilevered from an open frame panel, a filler piece shall be provided. The filler piece shall be the full width and depth of the panel opening. The filler piece shall have "knock-outs" for cable access.

c. Turntables shall be provided for swiveling shared equipment. Each turntable shall measure a minimum of 1 inch by 24 inches and swivel to face any direction without moving its base. Turntables shall provide for wire management.

d. Work surfaces shall have a circular opening, a notched edge, or other design feature to accommodate the routing of wires. All edges shall be finished and covers shall be provided when the openings are not needed for wire management. Openings shall be located on the work surface to avoid conflicts with pedestals and/or storage units below the work surfaces.

e. Work surfaces for workstation types C-J shall be covered in high-pressure plastic laminate with underside backing sheets of laminate or steel, and shall be pre-drilled for mounting channels, components, drawers and other accessories. Work surfaces for workstation types A and B shall be wood or wood veneer.

f. Work surface widths are identified on the workstation drawings. All work surfaces shall be available in 24 inch and 30 inch depths. Corner surfaces shall be provided to connect two 24 inch deep surfaces that meet at a 90 degree angle.

g. The height of work surfaces shall be adjustable from 26 1/4 inches to 34 inches above the floor. A maximum gap of 1/8 inch between two contiguous work surfaces of the same height is a desirable feature.

9. STORAGE COMPONENTS

a. All storage components, such as pedestals, flipper doors storage bins, open shelves, vertical paper organizers and coat hooks, shall be constructed of materials certified to be in accordance with GSA standards. All drawers, binder bins, flipper doors, shelves and other protruding edges shall have radius corners or other finished edges to prevent potential hazard to personnel or their clothing. All enclosed storage components shall be lockable.

b. Each workstation shall be keyed alike but difference from nearby workstations. All locks shall be master-keyable. A minimum of two keys shall be provided for each station.

c. File drawers shall be capable of suspending legal- or letter-size file folders either side-to-side or front-to-back. It is desirable that these drawers have spring-activated compression dividers or similar mechanisms. File drawers shall operate on either full-travel or steel-ball-bearing suspension. All components suspended from workstations shall be as deep as the work surface to which are attached. It is desirable that file drawers be capable of being removed from the pedestal without removing the contents of the drawers. File drawers shall be provided with cross rails to permit either letter- or legal-size filing. Each file drawer shall have a safety catch to prevent accidental removal.

d. It is desirable that box drawers have a rear hood in order to prevent loose papers from being pushed over and behind the drawer. A minimum of two dividers shall be provided with each box drawer. Convenience trays shall be provided for the top box drawer in each pedestal. Box drawers shall operate on full travel or steel-ball-bearing suspension. All box drawers shall be lockable. The box drawers shall be capable of being removed from the pedestal without removing their contents. The box drawers shall have a G safety catch to prevent accidental removal.

e. All pedestals shall be interchangeable in the field from left to right or right to left and shall maintain their locking feature without damaging the work surface.

f. Drawer fronts for workstations A and B shall be wood or wood veneer. All others shall be a standard finish.

g. Flipper door storage bins shall be available in sizes corresponding to all panel widths, with the exception of the 12 inch. The minimum depth of the bins shall be 12 1/4 inches. Each bin shall be provided with three shelf dividers. Each bin shall have a safety catch to prevent accidental dislodgment. The flipper doors shall be operable from the center or either side and shall be operable by a seated person.

h. It is desirable that furniture include panel-hung vertical paper organizers and other accessories, as indicated on the workstation prototypes. The paper organizers should be capable of being angled either to the right or the left and their orientation should be readily reversible by the user. The paper organizer should hold either letter- or legal-size documents without causing them to be warped or bent.

10. INSTALLATION SPECIFICATIONS

a. The contractor shall provide authorized and/or certified personnel/technicians as required to disassemble and assemble the workstations and their components. Necessary electrical power will be provided by the Government.

b. The installation service to be provided by the contractor shall include unloading, movement of product to installation areas, unpacking of product, installation of product according to approved layout and removal of resulting debris from and about the building and floors. As necessary, the contractor may be requested to pick up product from the NRC warehouse. The contractor shall be responsible for providing sufficient refuse containers to accommodate discarded packing materials and other debris. The contractor shall leave the site "broom clean." Upon completion of installation, the contractor may be required to return excess product to the NRC warehouse, located on Boiling Brook Parkway, approximately 2 miles from the White Flint complex.

c. The product shall be rendered completely ready for use. All packing materials and labels shall be removed and furniture shall be cleaned and polished, adjusted, leveled and inspected for damage. The contractor shall, at no additional cost to the NRC, touch up nicks and scratches on the systems furniture that occur during handling and installation. The contractor shall clean or replace all fabric which may be marred during handling and installation. The contractor is responsible for cleaning and/or repairing any and all damages to the building and or floors which result from the installation process. Cleaning and repair work shall be made acceptable to the Project Officer before final payment is made.

d. The contractor may be required to install white porcelain writing boards, computer keyboard trays and mouse trays as indicated on workstation specifications.

e. The contractor shall fully accomplish each installation on the agreed upon date. Following installation, any problems that arise shall be resolved and completed within a maximum of 30 days from the installation date of the work order.

f. Deliveries may be made directly to either building site at Rockville Pike and Marinelli Road or the NRC warehouse. A loading dock is provided behind both buildings with access to a freight elevator. Limited warehousing capabilities are available at the site but the Government will not accept responsibility for product until actual installation. from inventory on an as needed basis and/or as directed by the NRC Project Officer.

11. SERVICE

a. On a weekly basis, the contractor shall provide the services of a technician(s) to perform minor workstations modifications, reconfigurations and repairs in accordance with Service Requests issued by the NRC Project Officer. The service technician(s) will be reimbursed on a fixed price hourly rate during the duration of this agreement. The technician will be required to load and transport inventory from the NRC warehouse as needed.

12. FINISHES AND MATERIALS

a. Panels

Trim color:	Standard manufacturer selections
Fabric:	Medium-grade (Guildford of Maine, SR-701 or equal)
Connector color:	Standard manufacturer selections
Receptacle color:	Standard manufacturer selections to match raceway

b. Work surfaces

Top:	Wood or wood veneer for workstation types A & B Plastic laminate for workstation types C-J
Trim:	Standard manufacturer selections

c. Storage Components Color

Standard manufacturer selections. Drawer fronts shall be wood or wood veneer for workstation types A & B or standard manufacturer finish for workstations C-J.

d. Flipper Doors

All flipper doors shall be wood or wood veneer for workstation types A & B, fabric-wrapped, or standard manufacturer finish for workstations C-J.

CONTINUATION PAGE

A.2 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

Joanne Kelley

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

A.3 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$906,942.50. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$110,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.4 2052.204.70 SECURITY (MAR 2004)

(a) Contract Security and/or Classification Requirements (NRC Form 187). The policies, procedures, and criteria of the NRC Security Program, NRC Management Directive (MD) 12 (including MD 12.1, "NRC Facility Security Program;" MD 12.2, "NRC Classified Information Security Program;" MD 12.3, "NRC Personnel Security Program;" MD 12.4, "NRC Telecommunications Systems Security Program;" MD 12.5, "NRC Automated Information Systems Security Program;" and MD 12.6, "NRC Sensitive Unclassified Information Security Program"), apply to performance of this contract, subcontract or other activity. This MD is incorporated into this contract by reference as though fully set forth herein. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (e.g., Safeguards), access to sensitive Information Technology (IT) systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants.

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention

by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

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

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

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

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

(f) Definition of Restricted Data. The term Restricted Data, as used in this clause, means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.

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

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

(i) Security Clearance. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its

agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

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

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

A.5 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC Facilities (FEB 2004)

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

A.6 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (FEB 2004)

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

A contractor employee shall not have access to NRC facilities until he/she is approved by Security Branch, Division of Facilities and Security (SB/DFS). Temporary access may be approved based on a favorable adjudication of their security forms. Final access will be approved based on favorably adjudicated background checks by General Services Administration in accordance with the procedures found in NRC Management Directive 12.3, Part I. However, temporary access authorization approval will be revoked and the employee may subsequently be removed from the contract in the event the employee's investigation cannot be favorably adjudicated. Such employee will not be authorized to work under any NRC contract without the approval of SB/DFS. When an individual receives final access, the individual will be subject to a reinvestigation every five years.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable GSA Form 176 (Statement of Personal History), and two FD.258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/SB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa,

Employment Authorization Card, or other official documentation issued by the U. S. Citizenship and Immigration Services. Any applicant with less than two years residency in the U. S. will not be approved for building access. The contractor representative will submit the documents to the Project Officer who will give them to the SB/DFS. SB/DFS may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that SB/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify SB/DFS (via e-mail) when a contractor employee no longer requires building access and return any NRC issued badges to the SB/DFS within three days after their termination.

A.7 SAFETY OF ON-SITE CONTRACTOR PERSONNEL

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

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

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

A.8 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

**A.9 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT
(MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 calendar days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \$2,750,465.00.

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)

A.11 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.