

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 13

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

BPA NO.

1. DATE OF ORDER 9/18/09		2. CONTRACT NO. (If any) NRC-10-08-419		6. SHIP TO:	
3. ORDER NO. NRCT013		4. REQUISITION/REFERENCE NO. 10-08-419		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom Mail Stop: TWB-01-B10M Washington, DC 20555				b. STREET ADDRESS Ms. Latricia Debnam Mail Stop: TWB-05-B18M	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20555	
7. TO:		f. SHIP VIA			
a. NAME OF CONTRACTOR PAIGE INDUSTRIAL SERVICES, INC.		8. TYPE OF ORDER			
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 3301 HUBBARD RD		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.			
d. CITY LANDOVER	e. STATE MD	f. ZIP CODE 207852012			
9. ACCOUNTING AND APPROPRIATION DATA 94015-5AA303 D2316 252A x0200 Obligate \$84,623.84 Transfer funds from the basic award. DUNS# 013620450 FFS# ADM-08-419		10. REQUISITIONING OFFICE ADM Office of Administration			

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input checked="" type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALLBUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO. N/A	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 11/30/2009		16. DISCOUNT TERMS N/A
a. INSPECTION Rockville, MD	b. ACCEPTANCE Rockville, MD				

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)
001	<p>The contractor shall furnish all labor, materials and equipment required to complete the renovation of the Chairman's Suite on the 17th floor of the NRC's OWFN building.</p> <p>All work shall be performed in accordance with the attached Statement of Work and Paige's proposal dated 9/09/09. See page #3 for a breakdown of costs.</p> <p>Paige shall provide the NRC a copy of the Performance and Payments bonds no later than ten (10) days after award of the Task Order. Copies shall be mailed to the address shown above in block 5.</p> <p>All work on the Chairman Suite shall begin on 9/11/09 and be completed no later than 11/30/09.</p> <p>The NRC Project Officer is Mr. Bill Harris. Bill's POC information is: 301-492-3651 and William.Harris@nrc.gov. Ms. Latricia Debnam shall act as the back-up Project Officer for this Task Order. Latricia's POC info is: 301-492-3654 and Latricia.Debnam@nrc.gov.</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
21. MAIL INVOICE TO:					
a. NAME Department of Interior / NBC NRCPayments@nbc.gov					
b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue					
c. CITY Denver		d. STATE CO	e. ZIP CODE 80235-2230		
22. UNITED STATES OF AMERICA BY (Signature)					17(h) TOTAL (Cont. pages) \$84,623.84 17(i) GRAND TOTAL

23. NAME (Typed)
Jeffrey L. McDermott
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

ORDER FOR SUPPLIES OR SERVICES SCHEDULE - CONTINUATION

PAGE NO.
3

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

DATE OF ORDER

CONTRACT NO.

NRC-10-08-419

ORDER NO.

NRCT013

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
001	Direct Labor - Paige		Lot		\$55,550.32	
002	Materials - Paige		Lot		\$22,151.25	
003	Profit and Overhead		Lot		\$4,651.77	
004	Bond		Lot		\$2,270.50	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$84,623.84	

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

A.1 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.2 52.243-4 CHANGES (JUNE 2007)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished property or services; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; Provided, that the Contractor gives the Contracting Officer written notice stating--

- (1) The date, circumstances, and source of the order; and
- (2) That the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

NRCT013

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) of this clause.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

A.3 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

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

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

In this regard, all contractor personnel whose duties under this contract require their presence on site shall be clearly identifiable by a distinctive badge furnished by the NRC. The Project Officer shall assist the contractor in obtaining badges for the contractor personnel. All contractor personnel must present two forms of Identity Source Documents (I-9). One of the documents must be a valid picture ID issued by a state or by the Federal Government. Original I-9 documents must be presented in person for certification. A list of acceptable documents can be found at http://www.usdoj.gov/crt/recruit_employ/i9form.pdf. It is the sole responsibility of the contractor to ensure that each employee has a proper NRC-issued identification/badge at all times. All photo-identification badges must be immediately (no later than three days) delivered to SB/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must display any NRC issued badge in clear view at all times during on site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the protection of any Government records or data that contractor personnel may come into contact with.

A.6 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: William Harris
Address: 12300 Twinbrook Parkway
Mail Stop: TWB-05-B18M
Rockville, MD 20852

Telephone Number: 301-492-3651

(b) The project officer shall:

- (1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.
- (2) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (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.

NRCT013

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

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

*To be incorporated into any resultant contract

A.7 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (JUL 2007)

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

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

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

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

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

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

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract.

NRCT013

Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Form 85P (Questionnaire for Public Trust Positions), and two FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the FSB/DFS, 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 shall submit the documents to the NRC Project Officer (PO) who will give them to FSB/DFS.

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

CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

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

(End of Clause)

A.8 NOTICE OF REQUIRED PERFORMANCE SECURITY

If a contract exceeds \$25,000, the successful offeror shall furnish security to guarantee faithful performance of the contract in the amount of 100% of the total contract price. Security may be in the form of a performance bond on Standard Form 25 (furnished on request), or in the form of a certified or cashier's check, bank draft, Post Office money order, or currency, or United States Government bonds or notes (at par value) deposited in accordance with Treasury Regulations. Money orders and checks shall be drawn payable to: U.S. Nuclear Regulatory Commission, Office of the Controller, Division of Accounting.

A.9 NOTICE OF REQUIRED PAYMENT SECURITY

If a contract exceeds \$25,000, the successful offeror shall furnish security to guarantee payment to all persons supplying labor or materials in the performance of the contract. Such security may be in the form of a payment bond on Standard Form 25A (furnished on request), or in the form of a certified or cashier's check, bank draft, Post Office money order, or currency, or United States Government bonds or notes (at par value) deposited in accordance with Treasury Regulations. Money orders and checks shall be drawn payable to: U.S. Nuclear Regulatory Commission, Office of the Controller, Division of Accounting. The penal sum of the payment bond shall equal 50% of the contract price.

A.10 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."

A.11 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

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

A.12 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.13 Compensation for On-Site Contractor Personnel (Alternate 1)

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

b. When NRC facilities are unavailable, the compensation and deduction policy stated below shall be followed for contractor employees performing work on-site at the NRC facility:

*

NRCT013

- c. The contractor shall not charge the NRC for work performed by on-site contractor employees who were reassigned to perform other duties off site during the time the NRC facility was closed.
- d. On-site contractor staff shall be guided by the instructions given by a third party (e.g., Montgomery County personnel, in the case of a water emergency) in situations which pose an immediate health or safety threat to employees.
- e. The contractor's Project Director shall first consult the NRC Project Officer before authorizing leave for on-site personnel in situations which do not impose an immediate safety or health threat to employees (e.g., special holidays). That same day, the contractor must then alert the Contracting Officer of the NRC Project Officer's direction. The contractor shall continue to provide sufficient personnel to perform the requirements of essential tasks as defined in the Statement of Work which already are in operation or are scheduled.

*To be incorporated into the resultant contract

A.14 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.15 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee

agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified and Safeguards Information. The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes sensitive unclassified or safeguards information is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark sensitive unclassified and safeguards information, to include for example, AOUI-Allegation Information@ or AOUI-Security Related Information@ on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 ASafeguards Information@) in maintaining these records and documents. The contractor/grantee shall ensure that sensitive unclassified and safeguards information is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs, and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified and Non-Safeguards Information policies, and NRC Management Directive and Handbook 12.6.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

A.16 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

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

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

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

NRCT013

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
1	Statement of Work		5
2	Paige Proposal	09/09/09	2



United States
Nuclear Regulatory
Commission


SCOPE OF WORK

Project Name: Chairman's Suite Renovation

Date: August 13, 2009

Project Manager: Latricia Debnam, NRC

Approver: Mark Lombard, ADM/ADSC Associate Director

Approver's Signature:  8/18/09

PROJECT OBJECTIVES

The NRC has a need to renovate the Chairman's Suite on the 17th floor of OWFN located at 11555 Rockville Pike, Rockville, Maryland. (GSA owned building). The objective is to make minor alterations to the suite to meet safety, security, and efficiency requirements. The scope of work (SOW) shall include replacing Transwall around existing bathroom with drywall construction, relocating opening of existing closet by moving it from the exterior wall to the interior wall of Chairman's office, building a file closet roughly 165 square feet, and an interior office roughly 150 square feet. The intent of this SOW is not to provide all the details of design and installation, but general guidelines to show locations, functional requirements and basic design needs.

The General Contractor will be issued two tasks. The first task shall include: studying existing conditions, providing NRC with a cost proposal, and creating construction documents (CDs). The contractor shall use previously developed NRC provided blocking plans along with input from the project manager and end user(s) to develop final CDs. The second task shall be to complete demolition and construction of the designated areas.

TASK 1: DESIGN

1.1 Study and Document Existing Conditions

Contractor shall utilize the previously developed blocking plans along with surveying existing areas of the Chairman's suite to establish a basis for all necessary mechanical, electrical, plumbing, sprinkler system, walls, ceilings and flooring work in the suite. The Contractors/Architects' observations and recommendations shall be discussed at meetings between the NRC project manager and the General Contractor and documented in a report detailing the "Existing Conditions" of the Chairman's suite. It is anticipated that meetings will be held at least weekly throughout the project.

1.2 Design Development

Contractor will utilize information from Task 1.1 along with input and NRC comments received by email, written hard copy, and gathered by Contractor in meetings with the NRC project manager and end user(s) to develop a reconfiguration design, construction schedule, and cost proposal to be submitted to the NRC for review and approval. The contractor shall provide NRC with CDs at 85%. NRC and the General Contractor will meet to review and finalize the CDs. NRC will provide comments at the 85% stage within one week of receipt from the Contractor.

1.3 Final Construction Documents

The final 100% CDs shall incorporate/resolve all NRC comments and include all necessary provisions and specifications for demolition and construction. All materials and finish selections shall be made available for

NRC's review and acceptance. Within five business days after NRC's final approval, the General Contractor shall provide NRC with one hard copy and one electronic copy (pdf file) of the 100% CDs.

TASK 2: CONSTRUCTION

2.1 Schedules and Work Plan

Upon approval of the design by NRC, the General Contractor shall provide a detailed construction schedule for NRC's review and acceptance. The proposed schedule shall identify all material and equipment delivery schedules (specifically identifying long lead time items), installation schedules and testing and commissioning periods. A plan of work shall also be submitted for approval identifying hours of work, access requirements and staging areas. All required building systems interruptions shall clearly be identified and be kept to a minimum. These interruptions shall be planned for evening and weekend work and must be approved at least three business days in advance, with proper documentation, by the NRC Facilities Management Branch in the Division of Facilities and Security.

2.2 Construction

Construction and installation shall be accomplished in a seamless manner, according to current industry codes, NRC requirements, and approved schedules and plans of work. Special attention shall be paid to minimize interruptions of operations. All work shall follow industry standard practices and shall not create a hazardous environment for the building and its occupants.

SPECIAL REQUIREMENTS

- Existing Site Conditions and Restrictions: All site visits and work must be coordinated through the NRC Associate Directorate for Space Planning and Consolidation (ADSC), Space Acquisition and Consolidation Branch (SACB) or Space Design Branch (SDB). Contacts: Primary: Latricia Debnam, Latricia.Debnam@nrc.gov, or 301-492-3654; Alternate: Bill Harris, William.Harris@nrc.gov or 301 492-3651.
- NRC Furnished and installed items: Certain security equipment and locking systems.
- Pre-Construction Conference: To be coordinated by the ADSC/SACB office with attendance by NRC; the Contractor; and Contractor's architect, engineers, contractor, and major subcontractors.
- Progress Meetings: Once a week; attendance by NRC, Contractor, and applicable subcontractors.
- The working hours for demolition and construction of walls, doors, and flooring, etc. are after 6:00 p.m. before 6:00 a.m. and all weekend.
- Any work which would create loud noises, require bypass of fire alarm system, or potentially create a hazardous condition shall be coordinated with NRC at least three business days in advance.
- Material and Payment Bond: AIA A311-1970, Performance Bond and Labor and Material Payment Bond.
- Contractor shall recycle all removed items to the maximum extent reasonable.
- General Conditions, contract forms, and project specific requirements shall be provided by NRC.

GENERAL CONDITIONS

Proposed Work Schedule:

The Contractor shall submit a work schedule to the NRC Project Officer which provides a detailed sequence of the overall project operations, including a proposed start-up date for the project and a projected completion date for all work. **In order to allow for project coordination, this report shall be provided to the Government at least 72 hours prior to commencing any work on this project and NRC approval obtained prior to starting work.** The NRC must be notified immediately if any usage of certain substances will impact the project schedule. Changes to the schedule must be made accordingly.

Period of Performance:

The period of performance will commence on the effective date of this contract and will continue for a period of 1 year. *(This section to be revised, per discussion between D. Chan & J. Leedom 9/18/09.)*

Standards of Conduct:

The Contractor shall be responsible for maintaining satisfactory standards of employee conduct and integrity during the performance of this contract.

Accessibility and Recording Presence:

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

The Contractor shall submit in writing, all names, date of birth, and social security numbers of personnel scheduled to work on the site prior to gaining access to the WFC. Each contract employee shall sign in when reporting for work each day and when leaving at the end of the day. The NRC Form 205 will 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 taken from the building when leaving for any reason. The Government reserves the right to deny access to the building and terminate access to Contractor employees, as it deems appropriate, which would be in the best interest of the Government.

Site Investigation and Conditions at the Work Site:

It shall be the responsibility of the Contractor to inspect the site, determine the quantity of work involved, and compare the specifications with the work to be done. The Contractor shall verify all information shown on the drawings (if applicable) at no additional cost to the Government. Failure to do so will in no way relieve the Contractor from furnishing any materials or performing any work that may be required to carry out the work in accordance with the 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 any kind and nature for injury or death to a 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 SOW of the contract/individual task order.

Government Inspection and Acceptance of Services:

The Government will 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 to 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.

Housekeeping:

The Contractor and its workers shall clean up after themselves each night, dispose of any trash and leave the work site in a safe condition in the same overall condition that Contractor found it at the

beginning of the work period. 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 leave the premises in a clean condition. **Unless otherwise specified, all materials and equipment removed shall remain the property of the Government.** When the removed materials and equipment are specified as Contractor property, the Contractor shall remove them from the job site. The Contractor is not allowed to use Government trash dumpsters or compactors.

Contractor Supervision:

The Contractor shall arrange for satisfactory supervision of the work described in this contract. The Contractor or supervisor shall be available at all times when the contract work is in progress, to receive notices, reports, or requests from the Contracting Officer or his or her representatives. It is the policy of the NRC not to directly or indirectly exercise direction or supervision of the Contractor's employees and/or subcontractors.

The NRC is not responsible for tools or equipment left on the job site after the end of a work period.

Workmanship:

The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work described in the Statement of Work unless otherwise specified. Materials and supplies to be used shall be commercially available products from reputable manufacturers or suppliers. Upon request, the Contractor shall submit to the Project Officer a list giving the name of the manufacturer, the brand name, and the intended use of each of the materials that is being proposed to be used in the performance of the work. The Contractor shall not use any material which the Project Officer determines would be unsuitable for this 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 shall be in compliance with all laws, ordinances and regulations (Federal, State, County, City or otherwise).

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

Unless otherwise specified in the SOW, 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 the project any employee the Contracting Officer deems incompetent, careless or otherwise objectionable. The Contractor shall promptly repair all damages caused to adjacent areas which resulted from negligence on the part of the Contractor.

Safety and Hazardous Material Handling:

The 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. Smoking in the buildings and/or at the loading docks is prohibited.

The Contractor shall exercise every precaution to prevent accidents of all kinds from occurring during the performance of all work specified in this contract. The Contractor shall also comply with all OSHA and EPA regulations as they may apply to all the work requested by the Government.

Parking:

The contractor may use the loading docks located at the rear of One White Flint North and Two White Flint North, which are accessible by a service drive, when unloading materials/equipment. **No vehicles shall be left parked at the loading dock after loading or unloading.** Limited parking on site may be available for

contractors between the hours of 6:00 p.m. and 2:00 a.m., Monday through Friday, and 7:00 a.m. through 7:00 p.m. on weekends.

Government Furnished Property:

The Contractor may have use of the freight elevator on specific times which shall be coordinated with the NRC Project Officer.

DELIVERABLES

Material Safety Data Sheets:

The Contractor shall provide material safety data sheets to the NRC Project Officer for review and approval by NRC's Safety and Health Representatives prior to starting any work on this project. The contractor shall be aware that use of certain substances may require the ventilation of areas, which may impact the schedule.

As-Built Construction Documents:

The Contractor shall provide three complete sets of final As-built Construction Documents, two electronic copies (dwg and pdf file) to NRC within 30 days of project completion.

END OF SECTION