

**ORDER FOR SUPPLIES OR SERVICES**

PAGE OF PAGES

1 20

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

BPA NO.

1. TITLE OF ORDER		2. CONTRACT NO. (if any)		6. SHIP TO:			
3. ORDER NO. NRC-10-10-422		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission			
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Donna Berkowitz Mail Stop: TWB-01-B26M Washington, DC 20555		4. REQUISITION/REFERENCE NO. 10-10-422		b. STREET ADDRESS  Contracting Officer: donna.berkowitz@nrc.gov			
7. TO:		c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		
a. NAME OF CONTRACTOR KALEO CONSTRUCTION, LLC		b. COMPANY NAME		f. SHIP VIA			
c. STREET ADDRESS 22590 RELOCATION DR		d. CITY STERLING		e. STATE VA	f. ZIP CODE 201662314		
9. ACCOUNTING AND APPROPRIATION DATA see CONTINUATION Page B&R: 04015-5AA303 JCN: D2316 BOC: 252A APPN: x0200 Obligate \$87,170.00.		10. REQUISITIONING OFFICE ADM		8. TYPE OF ORDER			
11. BUSINESS CLASSIFICATION (Check appropriate box(es))		12. F.O.B. POINT Destination		<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR proposal dated July 1, 2010 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.  <input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery 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.			
<input type="checkbox"/> a. SMALL <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> e. HUBZone <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS		17. SCHEDULE (See reverse for Rejections)	

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The contractor shall furnish all labor, materials, and equipment required to complete the repair and remodeling of the men's shower in the fitness center located in the Nuclear Regulatory Commission's Two White Flint North Building in Rockville, MD.  Work shall be performed in accordance with the attached Statement of Work. Work shall commence on November 1, 2010 and be completed by December 15, 2010.  Kaleo shall provide the contracting officer with a copy of the payment bond prior to commencing with work under the contract. Copies shall be mailed to the address show above in block 5.  [REDACTED]  The Contractor's signature below signifies acceptance of the terms and conditions herein: Contractor's typed name and signature:  Date: 8/5/10					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov						17(i) GRAND TOTAL	
	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			\$86,170.00		
22. UNITED STATES OF AMERICA BY (Signature)  8/10/10				23. NAME (Typed) Donna Berkowitz				TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (REV. 4/2008) PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

**SUNSI REVIEW COMPLETE**

TEMPLATE - ADM001

AUG 11 2010

ADM002



CONTINUATION PAGE

**A.1 PRICE/COST SCHEDULE**

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT PRICE	AMOUNT
1	REPAIR/REMODEL FITNESS CENTER MENS SHOWER STALL as set forth in the attached Statement of Work			
GRAND TOTAL ---				\$86,170.00 =====

ACCOUNTING AND APPROPRIATION DATA:

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	B&R-04015-5AA303-JCN-D2316-BOC-2	10-10-422 P	\$86,170.00

**A.2 DELIVERY SCHEDULE**

ITEM NUMBER	QUANTITY	DATE OF DELIVERY
		December 15, 2010

## **ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS**

---

### **A.3 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984) ALTERNATE I (APR 1984)**

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

The completion date is based on the assumption that the successful offeror will receive the notice to proceed by . The completion date will be extended by the number of calendar days after the above date that the Contractor receives the notice to proceed, except to the extent that the delay in issuance of the notice to proceed results from the failure of the Contractor to execute the contract and give the required performance and payment bonds within the time specified in the offer.

### **A.4 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (DEC 2009)**

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

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

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

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

(iii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

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

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

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

(iv) 52.232-25, Prompt Payment (Oct 2008).

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

**NRC-10-10-422**

(vi) 52.244-6, Subcontracts for Commercial Items (DEC 2009).

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

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

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

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

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

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

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

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212) (Applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.). (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(ix) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies; for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

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

**NRC-10-10-422**

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

(x) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

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

(xii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

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

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over \$30,000).

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

(iii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)(Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(iv) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

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

(c) FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

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

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

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

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

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all

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

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

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

**A.5 52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)**

(a) The Contractor shall submit one of the following payment protections:

Payment bond

(b) The amount of the payment protection shall be 100 percent of the contract price.

(c) The submission of the payment protection is required prior to commencing with work under the contract.

(d) The payment protection shall provide protection for the full contract performance period plus a one-year period.

(e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.

(f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

**A.6 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

<b>NUMBER</b>	<b>TITLE</b>	<b>DATE</b>
52.213-3	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.222-5	NOTICE TO SUPPLIER	APR 1984
	DAVIS-BACON ACT--SECONDARY SITE OF THE WORK	JUL 2005

**NRC-10-10-422**

52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	OCT 2008
52.233-1	DISPUTES	JUL 2002
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.236-2	DIFFERING SITE CONDITIONS	APR 1984
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK	APR 1984
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR	APR 1984
52.236-7	PERMITS AND RESPONSIBILITIES	NOV 1991
52.236-8	OTHER CONTRACTS	APR 1984
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS	APR 1984
52.236-10	OPERATIONS AND STORAGE AREAS	APR 1984
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION	APR 1984
52.236-12	CLEANING UP	
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994

**A.7 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 2 days.

**A.8 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20****A.9 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.

## **NRC-10-10-422**

(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.10 2052.204-70 SECURITY**

(a) Security/Classification Requirements Form. The attached NRC Form 187 (See Section J for 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 information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard 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 safeguarding 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, proprietary data (trade secrets) 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 agrees to hold the information in confidence and not to 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 Security and the Contracting Officer. These changes will be under the authority of the changes clause.

(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 12356 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:

(1) design, manufacture, or utilization of atomic weapons;

(2) the production of special nuclear material; or

(3) 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) Security clearance personnel. 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.

(i) 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 12356.)

(j) 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.

(k) 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.11 2052.204-71 SITE ACCESS BADGE REQUIREMENT**

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

**A.12 2052.215-71 PROJECT OFFICER AUTHORITY**

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

Name: Gregory Chicca  
Address: U.S. Nuclear Regulatory Commission  
Mail Stop: TWFN/6E20  
Washington, DC 20555-0001  
E-mail: gregory.chicca@nrc.gov  
Telephone Number: 301-415-6928

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

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

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

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 - Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

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

### **A.13 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. 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.14 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.15 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.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.

#### **A.17 Drug Free Workplace Testing: Unescorted Access to Nuclear Facilities, Access to Classified Information or Safeguards Information, or Performing in Specially Sensitive Positions**

NRC's Headquarters Assistant Drug Program Coordinator (ADPC) shall be responsible for implementing and managing the collecting and testing portions of the NRC Contractor Drug Testing Program. The Headquarters ADPC function is carried out by the Drug Program Manager in the Division of Facilities and Security, Office of Administration.

**NRC-10-10-422**

All sample collection, testing, and review of test results shall be conducted by the NRC "drug testing contractor." The NRC will reimburse the NRC "drug testing contractor" for these services.

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to the requirements of the clause if they meet one of the following criteria stated in the Plan: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes pre-assignment, random, reasonable suspicion, and post-accident drug testing. The due process procedures applicable to NRC employees under NRC's Drug Testing Program are not applicable to contractors, consultants, subcontractors and their employees. Rather, a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause in accordance with the Plan. The NRC will reimburse the NRC "drug testing contractor" for collecting, testing, and reviewing test results. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at:

<http://www.nrc.gov/reading-rm/foia/privacy-systems.html>

(End of Clause)

**ATTACHMENT**

**STATEMENT OF WORK**

**BACKGROUND**

The U.S. Nuclear Regulatory Commission (NRC), in the Two White Flint North (TWFN) Building located at 11545 Rockville Pike, Rockville, Maryland, has a requirement to remodel four (4) existing shower stalls in the Men's locker room located in the Fitness Center.

**OBJECTIVES**

The objective of this project is to have a qualified contractor provide all supervision, labor, materials and equipment necessary to remove & demo approx. 950 sq. ft. of ceramic wall & floor tile. Repair wall integrity and construct a water tight membrane before installing new tile. Also install new plumbing fixtures, shower curtains / rods, towel bars / rings, soap dispensers , handicap grab-bars and new anti-slip floor mats similar to old ones.

**SCOPE OF WORK**

The scope of this project is to perform the following:

- 1- Supply all necessary labor, materials, equipment and supervision to demo approx. 950 sq. ft. of ceramic wall and floor tile, drywall and any deteriorated steel studs found behind walls. Also demo existing plumbing fixtures, curtains and rods, mirror, towel rings & knobs, soap dispensers, electric hair dryer and anti-slip mats. Please save and arrange to give project officer these items for re-use through out the facility.
- 2- Supply all necessary labor, materials, equipment and supervision to re-install new steel studs if needed and new plumbing faucets as per spec. from NRC Project Officer. Use "Durock" or "Hardiboard" backer board for shower walls.
- 3- Supply all necessary labor, materials, equipment and supervision to insulate all copper water lines behind walls with 1" thick fiberglass insulation.
- 4- Supply all necessary labor, materials, equipment and supervision to provide an integral water tight membrane using a "Schluter" or approved equal system that will tie in all walls, curbs and floors that provides a properly prepared water tight system before tile installation. Floor drains may have to be modified to accept this type of system.
- 5- Supply all necessary labor, material and equipment to install new ceramic tile and grout with a sealer applied after curing. (Tile color & style will be specified by NRC prior to beginning of job).
- 6- Replace existing exhaust grill & damper with a non-painted aluminum grill & damper.
- 7- Make any necessary repairs to drywall ceiling that resulted from demo and paint with a bright white semi-gloss low VOC paint.
- 8- Furnish and install one (1) new bench on wall near shower where old bench was located. Must be a moisture resistant type. Please furnish NRC with a submittal to approve.

## **NRC-10-10-422**

- 9- Supply all necessary labor, material, and equipment to install new stainless steel handicap grab bars, towel hooks / knobs / rings, mirror, heavy duty shower curtains and rods, anti-slip matting & existing hair dryer.
- 10- All work must be performed after normal business hours – 6:00 PM to 6:00 AM unless otherwise approved by the NRC Project Officer.
- 11- The NRC will require the contractor to use recycled material whenever possible to meet the federal greening mandate "13423".
- 12- Thoroughly clean jobsite upon completion.

### **Period of Performance**

Work under this contract shall commence on November 1, 2010 and shall be completed by December 15, 2010.

### **General Requirements:**

#### **Standards of Conduct:**

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

#### **Accessibility and Recording Presence:**

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

Contractors with exiting NRC badged employees may utilize them for this project. Other contractors without NRC badged employees are to comply with the following: within seven calendar days of the Contractor receiving the NRC's notification of receiving the award of this work and security screening packages, the Contractor shall submit a completed security package to the NRC Project Officer (NRC-PO) for all personnel who will be performing the work on-site at NRC. If any of the completed security packages submitted by the Contractor are incomplete or the NRC security office requires additional information to process any of the clearances, the Contractor shall either provide the additional information within 2-business-days or (at NRC's request) replace the subject personnel with another contractor who can provide NRC with a completed security package within 2-business-days. Contract time will be extended to allow for the security clearance process.

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

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

The Contractor must submit in writing, all names, and citizenship of personnel scheduled to work on site prior to gaining access to One White Flint North and Two White Flint North. Each contract employee is required to pass a building access check and obtain a building access badge. Each contract employee must sign-in when reporting for work each day and sign-out when leaving at the end of the day. NRC Form 205 shall be used for this period and is

located at the Security Station in the loading dock of One White Flint North and Two White Flint North. Contractor access badges shall be worn in such a manner that is clearly visible at all times when workers are within the building. All badges shall be returned to the OWFN loading dock at the end of each day/work shift. Badges cannot be carried from the building when leaving for any reason. The Government shall have the right to deny access to the building and terminate access to the Contractor's employees as it deems appropriate for the best interest of the Government.

**Site Investigation and Conditions at the Work Site:**

It will be the responsibility of the Contractor to inspect the site, determine the quantity of work involved, compare the specifications with the work to be done, and inform themselves as to all conditions, including other work, if any, being performed. The Contractor shall field verify all information provided in this document, if necessary, at no additional cost to the Government. Failure to do so will in no way relieve the Contractor from the necessity of furnishing any materials or performing any work that may be required to carry out the work order in accordance with the specifications of the work order at no additional cost to the Government.

**Licenses and Permits:**

Not Required

**Work Schedule:**

Contractor shall provide the Government a complete project schedule to meet the contract completion date.

**Liability:**

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

**Contractor Inspection:**

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

**Government Inspection and Acceptance of Services:**

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

**Safety Barriers:**

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

**Contractor Supervision:**

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

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

**Workmanship:**

The contractor shall use skilled tradesmen. The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work included in this work order unless otherwise specified. Materials and supplies to be used shall be commercially available products of reputable manufacturers or suppliers. Upon request, the Contractor shall submit to the contracting officer a list giving the name of the manufacturer, the brand name and the intended use of each of the materials that he/she proposes to use in the performance of the work. The Contractor shall not use any material which the Contracting Officer determines would be unsuitable for the purpose or harmful to the surfaces to which applied or to any other part of the building, its contents or equipment.

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

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

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

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

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

**Building and Utility Services:**

**The Contractor shall not interrupt the existing utility services without 24 hour notification and verbal authorization from the Project Officer.**

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

**Safety and Hazardous Material Handling:**

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

The Contractor shall take every precaution to prevent fires during the performance of this work order. Smoking in the buildings and/or at the loading docks is prohibited. The Contractor shall furnish a covered metal receptacle to be kept outside the exterior of the building. All combustible material, such as oily rags, waste, etc., used in the performance of the work, should be placed in this receptacle.

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.

**Site Management and Clean-up:**

Contractor is responsible for removal and disposal of all removed products, derbies and rubbish related to his project. All work areas shall be clean and free of dust and derbies prior to completion of the daily work. Contractor shall provide their own disposal equipment and containers and not use any Government and/or other contractors' equipment and refuse containers. Contractor is permitted to maintain a refuse container at the property. The location and the size of the container shall be coordinated and approved by the Project Officer.

**Parking:**

Loading docks are located at the rear of One and Two White Flint North, accessible by a service drive. No parking is available on site for contractors between the hours of 6:00 AM and 6:00 PM, Monday through Friday except for mandatory progress meetings required by contract . To request parking, the contractor shall provide the contracting officer with the names of the people riding in the vehicle, and the vehicle make/model and tag number.

**Government Furnished Property:**

The Contractor shall use the freight elevator only for cart carried items.

A minimal storage area (this may be located in the garage - unheated space) will be assigned to this project. The Project Officer will coordinate and approve the location.

**SUBMITTALS**

**Specifications:**

The contractor shall provide product specifications and information for all proposed material for review and approval by NRC contracting officer.

**Material Safety Data Sheets:**

The Contractor shall provide six (6) copies of the Material Safety Data Sheets to the contracting officer for any patching and coating materials and all other materials and substances that could cause health problems if used improperly for review and approval by NRC's Safety and Health Representatives prior to starting any work on this project.

**Product Manuals**

At the conclusion of the project the contractor shall provide all manufacturers' warranty, maintenance and specification or all installed material.

**Schedules:**

All work shall be performed in accordance with an approved schedule. The contractor shall submit a work schedule to the Project Officer which provides a detailed sequence of the overall project, 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 schedule shall be provided to the Government at least 48 hours prior to commencing any work on this project. The Government reserves the right to adjust the schedule to meet Agency needs.

All requirements in this Statement of Work shall be completed by the Contractor as specified in this Statement of Work listed under the "Period of Performance" section of the "Scope of Work" division, unless an extension has been granted by the Contracting Officer.

All work that does not require building outages, may be performed during normal business hours. Contractor may choose to perform all or any portion of work after normal business hours. Normal business hours at the agency are between 6:00 AM - 6:00 PM, Monday through Friday.

Outages must be scheduled between 6:00 PM and 4:00 AM Monday through Thursday and from 6:00 PM Friday to 4:00 AM Monday.

**Warranty:** Provide manufacturer's warranty and all related guaranties for all installed products. All installations and workmanship shall be warranted for a period of one year.