

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1. DATE OF ORDER SEP 13 2010		2. CONTRACT NO. (If any) NRC-10-08-419		6. SHIP TO:			
3. ORDER NO. NRCT023		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: James Leedom Mail Stop: TWB-01-B10M Washington, DC 20555		4. REQUISITION/REFERENCE NO. ADM-08-419		b. STREET ADDRESS Eric Kim Mail Stop: TWB-05-B18M			
7. TO:				c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
a. NAME OF CONTRACTOR PAIGE INDUSTRIAL SERVICES, INC.				f. SHIP VIA			
b. COMPANY NAME				8. TYPE OF ORDER			
c. STREET ADDRESS 3301 HUBBARD RD				<input type="checkbox"/> a. PURCHASE 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.		<input checked="" 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.	
d. CITY LANDOVER		e. STATE MD	f. ZIP CODE 207852012				
9. ACCOUNTING AND APPROPRIATION DATA 94015-5AA303 D2316 252A x0200 Obligate \$767,643.78 Transfer funds from the basic award. DUNS# 013620450 PFS# 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.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS
a. INSPECTION Rockville, MD		b. ACCEPTANCE Rockville, MD		N/A		See Block 17(b) N/A	

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	The contractor shall furnish all labor, materials, equipment, and subcontractors required to complete the the NRC's "Elevatory Lobby and Restroom Renovation Project" on floors 5, 14 & 16 of the OWFN building. All work shall be performed in accordance with the attached Statement of Work and Paige's proposals dated September 3, 2010. 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. All work on the project shall begin upon award of this Task Order. All work shall be completed no later than 6 months from the date of award. Bill Harris shall act as the Project Officer for this task. Bill's info is: William.Harris@nrc.gov and 301-415-3651. Eric Kim shall act as a back-up Project Officer. Eric's info is Eric.Kim@nrc.gov & 301-492-3655.					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.					
21. MAIL INVOICE TO:									
SEE BILLING INSTRUCTIONS ON REVERSE		a. NAME Department of Interior / NBC NRCPayments@nbc.gov						\$767,643.78	17(h) TOTAL (Cont. pages)
		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				\$767,643.78

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Stephen Pool Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	
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**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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

DATE OF ORDER	CONTRACT NO. NRC-10-08-419	ORDER NO. NRCT023
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	Elevator Lobby and Restroom Renovation Project - Firm Fixed Price	1	lot		\$767,643.78	

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

\$767,643.78

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.

(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

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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.

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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)

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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.

(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. 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

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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.

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(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:

*

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 (MAY 2002)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration 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 Permanent Resident Card Form I-551, or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, www.uscis.gov.

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.

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, AOUO-Allégation Information@ or AOUO-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.

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STATEMENT OF WORK
Phase One of the One White Flint North Elevator Lobbies and Restrooms
Renovation Project

I. CONTRACT OBJECTIVES

The contractor shall perform the construction task described herein as part of the U.S. Nuclear Regulatory Commission's (NRC) overall restoration and refurbishment activities at the NRC headquarters White Flint Complex (WFC) in Rockville, Maryland.

The contractor shall perform all construction services required to complete Phase One of the One White Flint North (OWFN) building elevator lobbies and restrooms refurbishment project. The construction shall occur on floors 5, 14 and 16. The work shall include any demolition, masonry, woodworking, plastering, painting, ceramic tile, cabinetry, carpeting/flooring, electrical, plumbing, carpentry, etc. to complete the project in accordance with this Statement of Work and the drawings/specifications.

For this project, the NRC intends to utilize bio-based or other environmentally preferable materials if NRC determines a suitable product is readily available, cost effective and meets the performance requirements for the intended application. Where appropriate, the NRC will acquire materials that are LEED, Green Guard, Green Label Plus, Energy Star, Federal Energy Management Program (FEMP), or NSF/ANSI Standard certified materials and products.

All work under this project will be required to be performed outside the NRC's normal business day (Monday-Friday from 6:00pm until 4:00am and on weekends from 6:00am Saturday through 4:00am the following Monday).

II. TASK REQUIREMENTS

a. Schedules and Work Plan

The Contractor shall provide a work plan within 7 days after award to the NRC Project Officer (PO) for review and approval identifying proposed requested hours of work, access requirements, and staging areas. All required building systems interruptions shall be clearly identified and be kept to a minimum.

These interruptions shall be planned for evening and weekend work and shall be identified to the PO at least 3 business days in advance, with proper documentation, to allow NRC to prepare notifications to facilities staff and occupants.

b. Construction

Construction and installation shall be accomplished in a seamless manner, according to current building code requirements by all applicable jurisdictions, and NRC requirements including PO approved schedules and plans of work. The Contractor shall take no action that will result in any type of interruption to the daily operations of NRC staff without obtaining the specific written approval of the NRC PO in advance.

All workmanship shall comply with Architectural and Building standard requirements as specified in the attached drawings/specifications and shall not create a hazardous environment for the building and its occupants.

III. SPECIAL REQUIREMENTS

- All site visits and work shall be coordinated through the NRC PO.
- NRC shall have the first right of refusal to re-use any items or materials being replaced during performance of a project. Any items or materials rejected by NRC shall become the responsibility of the Contractor to dispose of in the most environmentally preferable way.

IV. COORDINATION

a. Coordination of Trades

The Contractor shall coordinate construction operations included in the various sections of the attached specifications to provide an efficient and orderly installation of each part of the project.

The Contractor shall coordinate construction operations included under different sections of the attached specifications that depend on each other for proper installation, connection or operation.

The Contractor shall schedule construction operations in the sequence required to obtain the best results where the installation of one part of the project depends on installation of other components before or after that part.

The Contractor shall coordinate installation of different components to provide maximum accessibility for required maintenance, service, testing and repair.

The Contractor shall provide accommodations for items scheduled for later installation.

The Contractor shall prepare and distribute memoranda to each party involved, outlining special procedures required for coordination. The Contractor shall include notices, reports and meeting minutes as part of the memoranda.

The Contractor shall coordinate scheduling and timing of administrative procedures with other construction activities to avoid conflicts and promote orderly progress of the project. Administrative procedures include but are not limited to the following:

- Preparation of schedules.
- Installation and removal of temporary facilities.
- Delivery and processing of submittals.
- Progress meetings.
- Project closeout activities.

b. Coordination Drawings

The Contractor shall prepare coordination drawings. The drawings shall:

- Show the relationship of components shown on separate shop drawings;
- Indicate required installation sequences;
- Provide vertical and horizontal dimensions necessary to locate each component and avoid conflicts within the space; and
- Provide coordination drawings for equipment and system installations in mechanical and electrical rooms and spaces where two or more entities will provide the work and separate shop drawings are insufficient to show coordination.

V. MEETINGS

a. Kickoff Meeting

The PO will schedule a conference onsite at NRC before starting the project. At this conference, the Contractor shall be prepared to brief the PO on responsibilities and personnel assignments for the project.

The Contractor shall ensure that non-NRC participants at the conference are familiar with the project and are authorized to conclude matters relating to their work.

As designated by the PO for each conference, the Contractor shall ensure the following roles are represented at each conference:

- Architect (Owner of the drawings and specifications)
- Key Design consultants.
- Key subcontractors.
- Key suppliers.
- Other trades related to the work.

During the conference, items of significance that could affect progress will be discussed including, but not limited to, the following:

- Tentative construction schedule
- Critical work sequencing
- Designation of responsible personnel
- Procedures for processing field decisions and Change Orders
- Procedures for processing Applications for Payment
- Distribution of Contract Documents
- Submittal of Shop Drawings, Product Data, and Samples
- Preparation of Record Documents
- Use of the premises
- Parking availability
- Office, work, and storage areas
- Equipment deliveries and priorities
- Safety procedures
- First aid

- Security
- Housekeeping and progress cleaning
- Working hours

The Contractor shall distribute minutes of the conference to each party present and to other concerned parties, as designated by the PO, no later than 3 calendar days after the conference.

b. Pre-Construction General Meeting

The Contractor shall conduct a pre-construction conference at the Project Site. At this conference, the PO and Contractor will review the plan and schedule for the construction activities including requirements for the following:

- Review Contract Documents
- Review Change Orders, including Engineering Proposals
- Review purchases
- Review deliveries
- Submit and review submittals
- Review of displays
- Address scheduling conflicts
- Address equipment and product compatibility problems
- Time schedules
- Weather limitations
- Manufacturer's recommendations
- Warranty requirements
- Compatibility of materials
- Acceptability of substrates
- Temporary facilities and controls
- Space and access limitations
- Governing regulations
- Safety
- Test and inspection requirements
- Required performance results
- Protection for adjacent work areas
- Protection for occupants in adjacent areas

The contractor shall record significant discussions, agreements, and open items needing closure and no later than 3 calendar days after the conference, the Contractor shall distribute minutes of the conference to the PO, each party present and to other concerned parties as designated by the PO.

The Contractor shall not proceed with the project work if the PO determines the conference was not successfully concluded. The Contractor shall initiate whatever actions are necessary to resolve impediments to the performance of the project, and reconvene the conference at the earliest feasible date.

c. Pre-Construction Safety Meeting

Representatives of the Contractor shall meet with the PO and his/her representative(s) prior to the start of the work under this contract. The purpose of this pre-construction safety meeting is to review the Contractor's safety and health programs and policies, and to discuss the implementation of all safety and health provisions pertinent to the work to be performed under the contract.

The Contractor shall be prepared to discuss, in detail, the measures they intend to take to prevent or control any unsafe or unhealthy conditions associated with the work to be performed under the contract. If directed by the PO, this meeting shall be held in conjunction with other pre-construction meetings such as the General Pre-Construction meeting. The Contractor's principal on-site representative(s), including the general superintendent and their safety representative(s) shall be in attendance.

All work shall comply with applicable Federal, state, and municipal safety and health practices and requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

d. Progress Meetings

The Contractor shall provide bi-weekly progress briefings to the PO at the project site. The dates of these briefings shall be coordinated with preparation of the payment request.

The Contractor shall ensure the Contractor's subcontractor, supplier, or other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at the progress briefing. All participants at the progress briefing shall be familiar with the project and authorized to conclude matters relating to their work.

At each progress briefing, the Contractor shall review and correct the minutes from the previous progress briefing, review other items of significance that could affect progress, and discuss topics as appropriate to the status of the project. Topics for discussion will include, but are not be limited to the following:

- The Contractor's overall construction schedule
- Status of progress since the last meeting
- Relation of each activity to the Contractor's construction schedule (whether on time, or ahead/behind schedule)
- Determination of how construction that is behind schedule will be expedited and what commitments are needed from parties involved to do so
- Any schedule revisions required to ensure that current and subsequent activities will be completed within the NRC-approved project time

At the briefing, the Contractor shall also review the present and future needs of each entity participating in the overall project, including but not limited to the following:

- Time
- Sequences of operations
- Status of submittals

- Deliveries
- Off-site fabrication
- Access
- Site utilization
- Temporary facilities and controls
- Hours of work
- Hazards and risks
- Housekeeping and progress cleaning
- Quality and work standards
- Change Orders
- Documentation of information for payment requests
- Updating of Record Documents

No later than 3 calendar days after each meeting, the Contractor shall distribute minutes of the meeting to each party present and to other concerned parties, including the PO. The minutes shall include a brief summary, in narrative form, of progress since the previous meeting and report. The Contractor shall also revise the Contractor's project construction schedule after each progress meeting where the NRC PO has approved revisions to the schedule. The revised schedule shall be issued concurrently with the report for each meeting.

VI. DELIVERABLES

a. Material Safety Data Sheets

The Contractor shall provide Material Safety Data Sheets to the NRC PO for review and approval by NRC's Safety and Health representative prior to starting any work. The Contractor shall be aware that use of certain substances shall require the ventilation of areas, which may affect the project schedule.

b. As-Built Construction Documents

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

VII. QUALITY ASSURANCE

a. NRC Inspection and Acceptance of Services

The NRC will inspect all services performed under this 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 Contractor's work does not conform to the terms and conditions of this contract and the applicable specifications, the NRC reserves the right to require the Contractor to correct such deficiencies at no additional cost to the NRC. If such deficiencies cannot be corrected by the Contractor, the NRC reserves the right to correct the deficiencies and deduct those costs from any amount owed the Contractor and/or terminate the contract for default.

b. Contractor Inspection

The Contractor shall continuously inspect the quality of work being performed to assure that the project is being accomplished in accordance with this contract SOW and the applicable specifications. The Contractor shall verify all information shown on the drawings at no additional cost to the NRC. 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 project work in accordance with this statement of work (SOW).

c. Contractor Supervision

The Contractor shall provide supervision of all the work described in this contract. The Contractor shall ensure a contract supervisor shall be available onsite at all times when the contract work is in progress, to receive notices, reports, or requests from the PO. It is the policy of the NRC not to directly or indirectly exercise direction or supervision of the Contractor's employees and/or subcontractors.

VIII. CONTRACTOR RESPONSIBILITY/LIABILITY

a. Contractor Responsibility

The Contractor shall assume full responsibility and liability for compliance with applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the NRC harmless for any action on the Contractor's part, or that of the Contractor's employees or subcontractors, which results in illness, injury, or death.

The Contractor shall submit an accident prevention plan as part of their technical proposal and shall ensure all work is performed in strict compliance with the NRC accepted accident prevention plan for this specific work. The Contractor's plan shall include work to be performed by their subcontractors and all measures to be taken by the Contractor to control hazards associated with materials, services, or equipment provided by suppliers.

b. Workmanship

The Contractor shall furnish all supplies, materials, and equipment necessary for the performance of the work described in this SOW. Materials and supplies used shall be commercially available products from reputable manufacturers or suppliers. All work under this contract shall be performed in a skillful and professional manner and shall comply with all applicable laws, ordinances, and regulations (Federal, State, County, City and International Building Codes (IBC)).

The Contractor shall not perform any extra work or provide any extra materials unless ordered in writing by the NRC Contracting Officer, and the price stated in such contract modification.

The Contractor shall guarantee all work to be in accordance with contract requirements and free from defective or inferior materials, equipment and workmanship.

The NRC reserves the right to have the Contractor remove from the project any employee the PO deems incompetent, careless or otherwise objectionable. The

Contractor shall promptly repair any damages that results from negligence on the part of the Contractor or their personnel, at no additional cost to NRC.

c. 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 the 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 that is ready for occupancy. Unless otherwise specified, all materials and equipment removed shall remain the property of the NRC. When the removed materials and equipment are specified as Contractor property, the Contractor shall remove them from NRC premises. The NRC is not responsible for tools or equipment left on the job site after the end of a work period. The Contractor shall never use NRC trash dumpsters or compactors.

d. Safety and Hazardous Material Handling

The delivery and storage of materials and equipment and accomplishment of all work shall be accomplished with a minimum of interference to NRC operations and personnel. The Contractor shall notify the PO of any potential interference in advance.

The Contractor shall take every precaution to prevent fires during the performance of this work. Smoking in the NRC buildings and/or at the loading docks is strictly 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 Occupational Safety and Health Administration and Environmental Protection Agency regulations as they apply to all the work.

e. Accessibility and Recording Presence

The NRC facility will be occupied during the performance of the work. The Contractor shall coordinate their work with the PO when access is required to NRC premises and to communicate their presence to NRC, Division of Facilities and Security point of contacts.

The Contractor shall submit, in writing, all names, date of birth, and a valid government-issued photo ID of personnel scheduled to work on the site prior to their gaining access to the WFC. Each contract employee shall sign in when reporting for work each day and sign out when leaving at the end of the day. The NRC Form 205 will be used for this purpose and is located at the Security Station inside the loading dock of OWFN. The Contractor shall ensure that NRC access badges shall be worn in such a manner that they are clearly visible at all times when workers are within the building and these badges are never taken from the building when Contractor personnel are leaving for any reason. The NRC reserves the right to deny access to the building and terminate access to any Contractor employees, as it deems appropriate, which would be in the best interest of the NRC.

f. Liability

The Contractor shall, without additional cost to the NRC, 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 NRC 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, NRC 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.

IX. CONTRACTOR STANDARDS OF CONDUCT

Personnel assigned to work onsite under this Contract shall be required to obtain an NRC security clearance for unescorted access to the NRC facilities.

The Contractor shall be responsible for maintaining satisfactory standards of employee conduct and integrity during the performance of this contract. Contractor personnel are expected to conduct themselves in a professional and courteous manner at all times. The Contractor shall not employ persons for work on this contract if the PO considers such employees to be a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its occupants.

The Contractor shall ensure their personnel and subcontractors shall be easily identified as Contractor employees.

Federal regulations prohibit the use of any controlled substances and alcoholic beverages while Contractor employees are working on Federal property or in Federal installations. All Contractor personnel shall be made aware of these requirements prior to placement and sign a statement to that effect.

Any personnel impaired by substance abuse or who use violent/profane language, or conduct themselves otherwise in a manner construed to be threatening to themselves, others, or Federal property, shall not be allowed to perform under this contract.

The Contractor shall also be responsible for ensuring that employees do not disturb papers on desks, open desk drawers, files or cabinets, and do not use Government telephones, except as authorized.

X. UTILITY SERVICE INTERRUPTIONS

The Contractor shall submit a utility service interruption plan for the project as part of their technical proposal. This plan shall include dates and times of each scheduled interruption, with the estimated period of outage, list of existing equipment that will be affected by the interruption, proposed sequence of equipment shutdown and start-up, and responsible personnel. The Contractor shall keep utility service interruptions and periods of interruption to a minimum. This plan must be approved in writing by the NRC PO. If the plan is not acceptable to the PO, the Contractor shall consult with the PO and continue to revise and resubmit the plan until PO approval is obtained.

As directed by the PO, in advance of each scheduled utility interruption, the Contractor shall issue a notice to all affected parties, confirming each provision of the interruption, or canceling and rescheduling the scheduled interruption as approved by the PO. The Contractor shall coordinate with the PO, and confirm that the responsible personnel are prepared to execute the shut-down and start-up of affected existing equipment, prior to each interruption.

- The Contractor shall obtain written approval from the PO at least 3 business days in advance for any work that could create loud noises, require bypass of the fire alarm system, or potentially create a hazardous condition.

XI. CONSERVATION

a. Energy Conservation

The Contractor shall coordinate the efficient use of energy, water, and materials with the PO.

b. Waste Management Plan

The Contractor shall propose a waste management program that ensures the maximum level of recycling of waste materials generated during the performance of this contract.

c. Implementation

- The Contractor's waste management coordinator shall provide on-site instruction to workers in the identification, separation, and handling of recyclable materials, and shall manage the process for the duration of the project.
- The Contractor shall layout and define specific areas to facilitate separation of materials for recycling, and shall maintain collection bins clearly marked to avoid contamination of the recyclable materials.
- The Contractor's waste management coordinator shall report monthly, in writing, the quantity of each recyclable material collected during the previous month and cumulatively to date, compared to the quantity goal, and other points of interest. Copies of each report shall be distributed to each significant party of the project, including the PO.

XII. 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 onsite may be available for Contractors between the hours of 6:00pm and 4:00am, Monday through Friday, and 6:00am. on Saturday through 4:00am the following Monday, as approved by the PO.

XIII. NRC FURNISHED PROPERTY/EQUIPMENT

The Contractor may have use of the freight elevator on specific times as coordinated and approved by the PO in advance.

XIV. PERIOD OF PERFORMANCE

The period of performance will commence on the effective date of this contract and will expire 6 months after award.

XV. PROJECT OFFICER AUTHORITY

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

Name: Bill Harris
Address: 11555 Rockville Pike, Rockville, MD 20852 – MS TWB 5D18
Telephone Number: (301) 492-3651
Email Address: William.Harris@nrc.gov

(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 (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(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 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.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written

certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.