

OFFER(Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code) MYB SERVICES CORP. 557 BELMAWR PL MILLERSVILLE MD 211081561 CODE 61737264 FACILITY CODE	15. TELEPHONE NO. (Include area code) 301-594-9661 16. REMITTANCE ADDRESS (Include only if different than Item 14) 8012 TRUMPETER CT GLEN BURNIE, MD 210616340
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17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of the solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.	DATE								

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	20B. SIGNATURE	20C. OFFER DATE
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AWARD (To be completed by Government)

21. ITEMS ACCEPTED:

MYB proposal dated April 25, 2011.
Firm Fixed Price: \$123,848.26

22. AMOUNT \$123,848.26	23. ACCOUNTING AND APPROPRIATION DATA 2011-40-51-F-127 L0130 3250 X0200 Obligate \$123,848.26 NAICS: 336220 PSC: Y111 DUNS: 961737264 FFS: 111450
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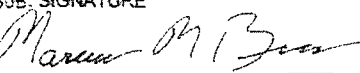
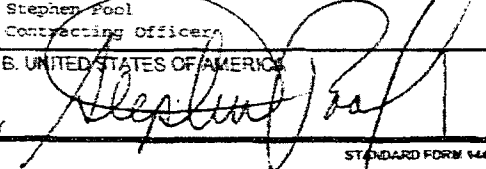
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) <input checked="" type="checkbox"/> 41 U.S.C. 253(c) (F) <input type="checkbox"/>
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26. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	27. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments@nbc.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230
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CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

<input checked="" type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>1</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.	<input type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.
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30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print) Marcus M. Brown President	31A. NAME OF CONTRACTING OFFICER (Type or print) Stephen Pool Contracting Officer
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30B. SIGNATURE 	30C. DATE 5/5/11	31B. UNITED STATES OF AMERICA BY  5/5/11
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STANDARD FORM 442 (REV. 4-85) BACK

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

MAY 11 2011

ADM002

SOLICITATION, OFFER AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO. NRC-HQ-11-R-10-0050	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED	PAGE OF PAGES 1 35
	IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.			

4. CONTRACT NO. NRC-HQ-11-C-10-0042	5. REQUISITION/PURCHASE REQUEST NO. ADM-11-152	6. PROJECT NO.
7. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom 315-405-8102 Mail Stop: TWB-01-B10M Washington, DC 20555	3100	8. ADDRESS OFFER TO
9. FOR INFORMATION CALL:	A. NAME Jim Leedom	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 315-405-8102

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):

Title: OWFN Wall Covering Removal, Painting and Mill Work Project

Period of Performance: One Year after the issuance of the Notice to Proceed.

Davis Bacon Act Wage Determination MD100137 Modification 5 applies to this requirement.

The contractor shall provide all necessary supervision, labor, subcontractors, materials, equipment and expertise needed to meet the requirements of the NRC's Statement of Work and drawings.

The firm fixed price of this contract is \$123,848.26.

SBA Requirement Number: 0373-11-103011

11. The Contractor shall begin performance within 1 calendar days and complete it within 365 calendar days after receiving award, notice to proceed. This performance period is mandatory, negotiable. (See _____.)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	12B. CALENDAR DAYS 14
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13. ADDITIONAL SOLICITATION REQUIREMENTS:

- A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by _____ (hour) local time _____ (date). If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, the date and time offers are due
- B. An offer guarantee is, is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference
- D. Offers providing less than _____ calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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B.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
0001	[REDACTED] Firm Fixed Price for MMB to provide all supervision, labor, sub-contractor labor, equipment and materials to complete the requirements found in the Statement of Work and MMB's proposal date 4/25/2011.				[REDACTED]
	FUNDING/REQ NO:	1:		\$123,848.26	ADM-11-152
GRAND TOTAL ---					<u>\$123,848.26</u>
					=====

ACCOUNTING AND APPROPRIATION DATA:---

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2011-40-51-F-127-JCN-L0130-BOC-3250-APPNUMBER-X0200	ADM-11-152 P	\$123,848.26

B.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$123,848.26.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

See Attachment #1

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section 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" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-1	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994

E.2 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section 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" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991
52.247-48	F.O.B. DESTINATION--EVIDENCE OF SHIPMENT	FEB 1999

F.2 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within 1 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 365 days from the receipt of the NRC's notice to proceed. The time stated for completion shall include final cleanup of the premises.

F.3 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on one day after the notice to proceed is issued and will expire one year from this date.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 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: Joan Lamanteer
Address: U.S. Nuclear Regulatory Commission
Mail Stop: TWB-05-D18M
Washington, DC 20555
Telephone Number: 301-492-3659

(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

SECTION H - SPECIAL CONTRACT REQUIREMENTS**H.1 2052.204.70 SECURITY (MAR 2004)**

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

(b) It is the contractor's duty to protect National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for protecting National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall, upon completion or termination of this contract, transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract. If retention by the contractor of any classified matter is required after the completion or termination of the contract and the retention is approved by the contracting officer, the contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained. The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

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

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

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

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

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

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

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

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

(j) Criminal Liabilities. It is understood that disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

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

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

H.2 2052.204-71 BADGE REQUIREMENTS FOR UNESCORTED BUILDING ACCESS TO NRC FACILITIES (MAR 2006)

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

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

H.3 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 arcotics 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)

H.4 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.

H.5 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.

H.6 MINIMUM INSURANCE COVERAGE

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable federal and state worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

H.7 GOVERNMENT FURNISHED EQUIPMENT/PROPERTY - NONE PROVIDED (JUN 1988)

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

H.8 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS CONVICTED OF DRUG TRAFFICKING OR POSSESSION (SEP 1990)

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690) may be cause for denial of specific benefits to individuals convicted of drug trafficking or possession.

H.9 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.

H.10 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

H.11 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.

H.12 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (DEC 2008)

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.

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>

H.13 PROHIBITION OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

H.14 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," (October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees

about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

PART II - CONTRACT CLAUSES

SECTION I - CONTRACT CLAUSES

I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section 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" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.204-7	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CENTRAL CONTRACTOR REGISTRATION	APR 2008

I.2 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

(a) Definitions. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if--

(i) In the Contractor's preceding fiscal year, the Contractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsr.gov>, if--

(i) In the subcontractor's preceding fiscal year, the subcontractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	DEC 2010
52.211-5	MATERIAL REQUIREMENTS	AUG 2000
52.222-6	DAVIS-BACON ACT	JUL 2005
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988

52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	JUL 2010
52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	OCT 2010
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.222-26	EQUAL OPPORTUNITY	MAR 2007
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION	FEB 1999
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	OCT 2010
52.222-35	EQUAL OPPORTUNITY FOR VETERANS	SEP 2010
52.222-37	EMPLOYMENT REPORTS ON VETERANS	SEP 2010
52.222-50	COMBATING TRAFFICKING IN PERSONS	FEB 2009
52.225-1	BUY AMERICAN ACT--SUPPLIES	FEB 2009
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS	MAY 2008
52.223-18	CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING	SEP 2010
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.232-1	PAYMENTS	APR 1984
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS	SEP 2002
52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB 2002
52.232-11	EXTRAS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.232-25	PROMPT PAYMENT	OCT 2008
52.232-33	PAYMENT BY ELECTRONIC FUNDS--CENTRAL CONTRACTOR REGISTRATION	OCT 2003
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
52.236-12	CLEANING UP	APR 1984
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS	APR 1984
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION ALTERNATE II (APR 1984)	FEB 1997
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS	DEC 2010
52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)-(SHORT FORM)	APR 1984

I.3 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>

I.4 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 15 days of contract expiration.

I.5 52.219-17 SECTION 8(a) AWARD (DEC 1996)

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

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

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

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

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

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

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

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

I.6 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)

(a) Definitions. As used in this clause-

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstocics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following

rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code 236220 assigned to contract number NRC-HQ-11-C-10-0042.

[Contractor to sign and date and insert authorized signer's name and title].

I.7 52.225-9 BUY AMERICAN ACT--CONSTRUCTION MATERIALS (SEP 2010)

(a) Definitions. As used in this clause--

"Commercially available off-the-shelf (COTS) item"--

(1) Means any item of supply (including construction material) that is--

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

"Component" means any article, material, or supply incorporated directly into construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if--

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. In accordance with 41 U.S.C. 431, the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction material description	Unit of Measure	Unit of Quantity	Price (dollars)*
Item 1:			
Foreign construction material
Domestic construction material
Item 2:			
Foreign construction material
Domestic construction material

[List name, address, telephone number, and contact for suppliers surveyed Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

I.8 52.232-16 PROGRESS PAYMENTS (AUG 2010)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts.

(1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors-

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for-

(A) Completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor (ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by paragraphs (a)(4) or (a)(5) of this clause, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(9) The costs applicable to items delivered, invoiced, and accepted shall not include costs in excess of the contract price of the items.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The fair value of the undelivered work is less than the amount of unliquidated progress payments for that work.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) of this clause, and that rate is less than the progress payment rate stated in paragraph (a)(1) of this clause.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (d)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract, e.g., the termination clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is lost, stolen, damaged, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports, forms, and access to records.

(1) The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information (including estimates to complete) reasonably requested by the Contracting Officer for the administration of

this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(2) The Contractor shall furnish estimates to complete that have been developed or updated within six months of the date of the progress payment request. The estimates to complete shall represent the Contractor's best estimate of total costs to complete all remaining contract work required under the contract. The estimates shall include sufficient detail to permit Government verification.

(3) Each Contractor request for progress payment shall:

(i) Be submitted on Standard Form 1443, Contractor's Request for Progress Payment, or the electronic equivalent as required by agency regulations, in accordance with the form instructions and the contract terms; and

(ii) Include any additional supporting documentation requested by the Contracting Officer.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights.

(1) No payment or vesting of title under this clause shall-

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to-

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments-

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments-

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if-

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in FAR 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation, as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the 30 day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite-delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
001	Statement of Work		13
002	Drawings		2
003	Wage Determination MD137		7
004	Billing Instructions		3
005	MMB Proposal		3

STATEMENT OF WORK

OWFN Wall Covering Removal, Painting Project, and Mill Work at Coffee Stations

I. CONTRACT OBJECTIVES

The contractor shall perform the construction task described herein as part of the U.S. Nuclear Regulatory Commission's (NRC) refurbishment activity at the NRC headquarters White Flint Complex (WFC) in Rockville, Maryland. The project is located in One White Flint North (OWFN), 11545 Rockville Pike Rockville, MD.

The contractor shall perform all construction services required to complete the refurbishment of OWFN. The construction shall occur on floors 3, 4, 6, 7, 8, 15. The work shall include any demolition, painting, cabinetry, plumbing, etc. to complete the project in accordance with this Statement of Work and the attached 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 and products that are LEED, Green Guard, Green Label Plus, Energy Star, Federal Energy Management Program (FEMP), or NSF/ANSI Standard certified.

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.

Floors 4, 6, 7, 8 & 15

- Remove existing VWC at accent walls in corridors F and G (see attached floor plan typical for locations)
- Remove all black vinyl chair rail molding and wall base
- Patch and point up walls and paint to match existing walls
- Add new paint stripes at accent walls in corridors F and G and outside Lounge wall, as shown on drawing, and at column tops in open areas as shown on drawing
- Add corner guards to F and G Corridors. Mfg: InPro, #168BN-160BluNose 8' x 2" 90 degree, color: Graystone 0151;
- Add 12" stainless steel kick plates to lower part of suite entrance doors that push out, (in Corridors A & B), and on copy room doors.
- Replace millwork at sinks (coffee stations) to be the same configuration with plastic laminate: Nevamar #S6012T Neutral Gray
- Touch up and paint copy room doors and frames same color as walls
- Paint wall with entrance door (inside suite at entrance doors) with stripes and wall paint (see drawing)
- Recycle at least 50% of demolition materials and appropriately dispose of all excess materials

Floor 3 Only

- Replace corner guards on Corridor F. Mfg: InPro, #168BN-160BluNose 8' x 2" 90 degree, color: Graystone 0151
- Replace the coffee center millwork on Corridor F. Install new; same configuration; plastic laminate: Nevamar #S6012T Neutral Gray

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.

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:

- 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 comments 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 impact the project schedule.

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 which 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

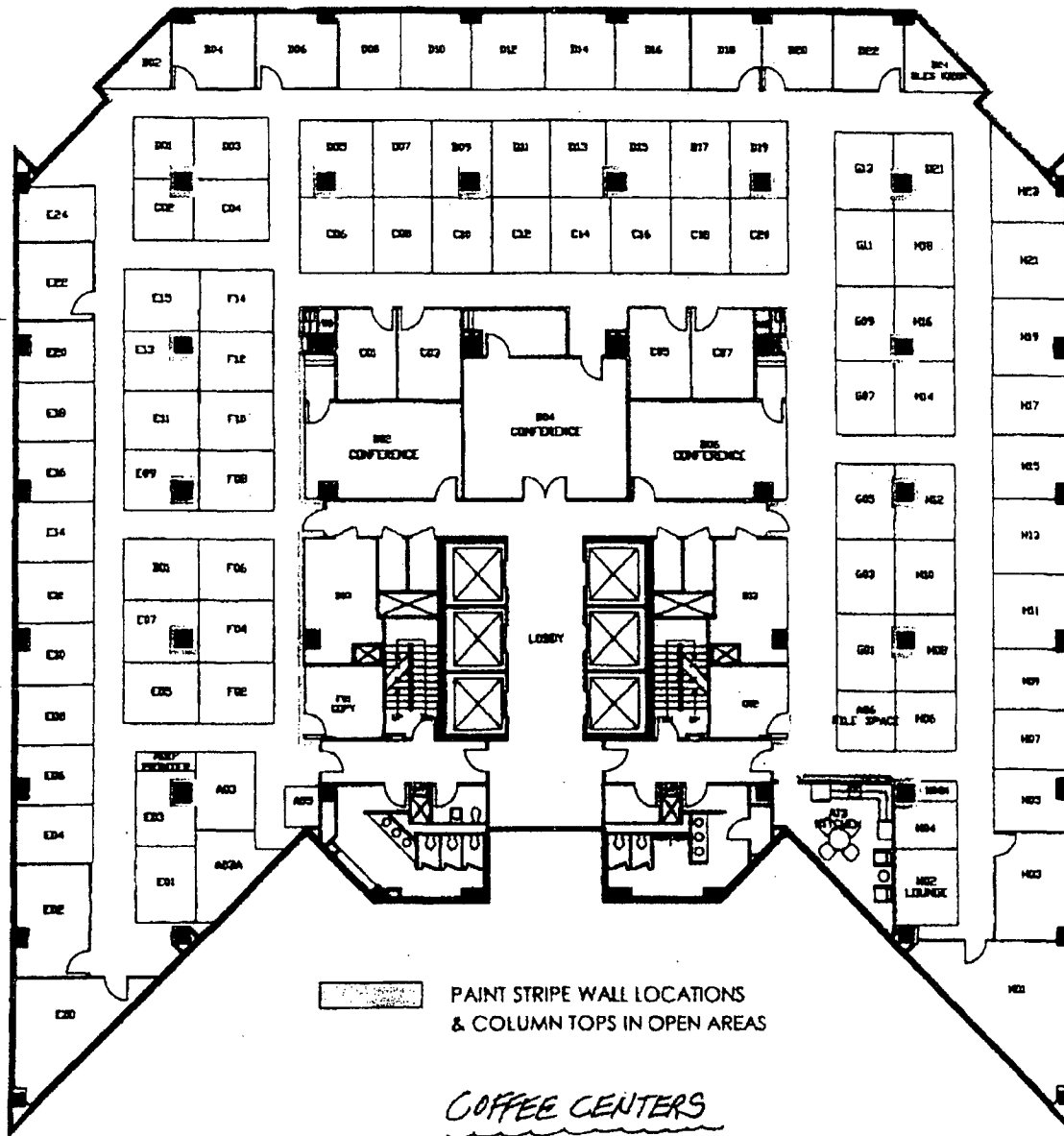
The Contractor may use the loading docks located at the rear of One White Flint North and Two White Flint North, which are accessible by a service drive, when unloading materials/equipment. No vehicles shall be left parked at the loading dock after loading or unloading. Limited parking onsite may be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



PAINT STRIPE WALL LOCATIONS
 & COLUMN TOPS IN OPEN AREAS

COFFEE CENTERS

TYPICAL FLOOR - PAINT FINISH PLAN
SCALE: N.T.S.

Benjamin Moore Paint Types

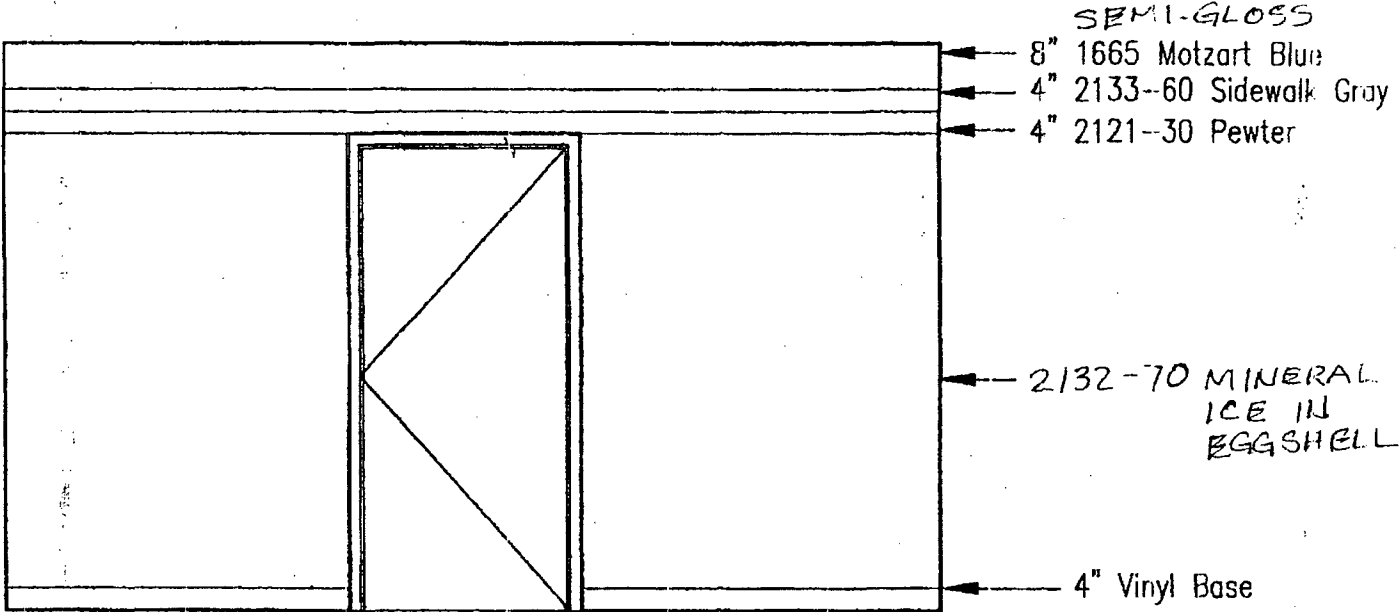
Benjamin Moore – EcoSpec Line

- Zero VOC, Semi-Gloss
- Mozart Blue #1665
- Sidewalk Gray #2133-60
- Pewter #2121-30

Benjamin Moore – EcoSpec Line

- Zero VOC, Eggshell
- Mineral Ice #2132-70

Benjamin Moore Zero VOC Paint



General Decision Number: MD100137 01/21/2011 MD137

State: Maryland

Construction Type: Building

County: Montgomery County in Maryland.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Modification Number	Publication Date
0	09/03/2010
1	09/24/2010
2	12/03/2010
3	12/24/2010
4	01/07/2011
5	01/21/2011

ASBE0024-007 10/01/2009

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.43	14.43

Includes the application of all insulating materials, protective coverings, coatings and finishes to all types of mechanical systems

ASBE0024-010 10/01/2009

	Rates	Fringes
ASBESTOS WORKER/HAZARDOUS MATERIAL HANDLER (Removal of hazardous material from mechanical systems, floors, ceilings, and walls).....	\$ 18.85	7.10

* BRMD0001-006 05/01/2010

	Rates	Fringes
TILE SETTER.....	\$ 25.29	9.59

* BRMD0001-009 05/01/2010

	Rates	Fringes
TILE FINISHER.....	\$ 20.49	8.44

BRMD0001-011 05/03/2010

	Rates	Fringes
BRICKLAYER (Excluding Pointing, Caulking and Cleaning).....	\$ 27.21	7.21

 BRMD0001-012 07/01/2010

	Rates	Fringes
MASON - STONE.....	\$ 32.63	13.94

 CARP0132-017 05/01/2010

	Rates	Fringes
CARPENTER (Including Acoustical Ceiling Installation, Drywall Hanging, Metal Stud Installation and Form Work).....	\$ 26.38	7.00

 CARP1831-002 04/01/2010

	Rates	Fringes
MILLWRIGHT.....	\$ 27.91	10.90

 ELEC0026-021 09/01/2008

	Rates	Fringes
ELECTRICIAN (Communication and Sound Equipment).....	\$ 24.25	3%+6.87

 ELEC0026-022 06/01/2010

	Rates	Fringes
ELECTRICIAN (Including low voltage wiring for and installation of alarms, HVAC controls).....	\$ 39.02	12.82+a

a. PAID HOLIDAYS: New Year's Day, Inauguration Day, Martin Luther King Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.

 ELEV0010-001 01/01/2010

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.30	20.035+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

 ENGI0077-018 05/01/2010

	Rates	Fringes
OPERATOR: Bulldozer.....	\$ 29.92	7.87+a
OPERATOR: Loader		
Front End Loaders 3 1/2		
cubic yards and above.....	\$ 30.63	7.87+a
Front End Loaders Below 3		
1/2 cubic yards.....	\$ 29.92	7.87+a

a. PAID HOLIDAYS: New Year's Day, Inaugural Day, Decoration Day, Independence Day, Labor Day, Martin Luther King's Birthday, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

IRON0005-005 06/01/2009

	Rates	Fringes
IRONWORKER, ORNAMENTAL AND		
STRUCTURAL.....	\$ 28.83	13.295

IRON0201-006 05/01/2009

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 25.20	14.33

LABO0710-009 04/01/2010

	Rates	Fringes
LABORER: Mason Tender -		
Cement/Concrete.....	\$ 16.61	5.41
LABORER: Pipelayer.....	\$ 16.61	5.41

PAIN0051-014 06/01/2010

	Rates	Fringes
GLAZIER		
Glazing Contracts \$2		
million and under.....	\$ 24.57	8.31
Glazing Contracts over \$2		
million.....	\$ 27.29	8.31

PAIN0051-019 06/01/2010

	Rates	Fringes
PAINTER		
Brush, Roller, Spray and		
Drywall Finisher/Taper.....	\$ 24.64	7.86
Industrial.....	\$ 26.68	7.86

PLAS0891-005 07/01/2009

	Rates	Fringes
PLASTERER.....	\$ 27.00	5.82

PLAS0891-006 05/01/2010

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER....	\$ 27.15	9.58

PLAS0891-008 07/01/2009

	Rates	Fringes
PLASTERER (Fireproofing Including Sprayer, Mixer, and Handler)		
Handler.....	\$ 11.50	3.89
Mixer/Pump.....	\$ 14.00	3.89
Sprayer.....	\$ 19.00	3.89

PLUM0005-010 08/01/2010

	Rates	Fringes
PLUMBER.....	\$ 37.67	14.69+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

PLUM0602-011 08/01/2009

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and System Installation)....	\$ 36.87	15.47+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

ROOF0030-016 05/01/2009

	Rates	Fringes
ROOFER.....	\$ 25.80	8.26

SFMD0669-001 01/01/2010

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 30.45	16.35

SHEE0100-015 01/01/2011

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation).....	\$ 35.59	13.01

SUMD2010-091 08/04/2010

	Rates	Fringes
LABORER		
Common or General.....	\$ 14.15	2.30
Grade Checker.....	\$ 16.00	2.90
Landscape.....	\$ 9.23	
Mason Tender - Brick.....	\$ 13.00	0.00
Mason Tender - Stone.....	\$ 14.03	0.00
Mason Tender for Pointing, Caulking and Cleaning.....	\$ 13.21	
Mortar Mixer.....	\$ 16.61	9.08
 POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking, cleaning of new or replacement masonry, brick, stone or cement.....		
	\$ 19.19	0.00
 POWER EQUIPMENT OPERATOR:		
Asphalt Roller.....	\$ 21.35	5.38
Backhoe.....	\$ 19.82	5.02
Bobcat/Skid Loader.....	\$ 18.05	8.78
Boom.....	\$ 21.44	8.29
Crane.....	\$ 20.95	6.18
Excavator.....	\$ 20.00	0.00
Forklift.....	\$ 16.00	5.12
Gradall.....	\$ 20.50	8.42
Grader/Blade.....	\$ 14.50	5.18
Paver.....	\$ 17.47	6.36
Roller excluding Asphalt....	\$ 17.60	3.88
 TERRAZZO WORKER/SETTER.....	 \$ 19.94	 6.54
 TRUCK DRIVER		
Dump Truck.....	\$ 15.90	1.12
Tractor Haul Truck.....	\$ 17.87	9.98

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

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In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

**BILLING INSTRUCTIONS FOR
FIXED PRICE PORTION**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal-Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

BILLING INSTRUCTIONS FOR FIXED PRICE PORTION

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the

**BILLING INSTRUCTIONS FOR
FIXED PRICE PORTION**

U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

MMB SERVICES CORP.

557 Belmawr Place
Millersville, MD. 21108
Phone: (301) 594-9661
FAX ; (301) 435-5301

April 25, 2011

James Leedom, Contract Officer
11555 Rockville Pike
Bethesda, Maryland 20852

RE: NRC – OWFN Wall Covering Removal, Painting Project and Millwork @ Coffee Stations

SUBJECT: Proposal

Dear James:

MMB Services Corp. (hereinafter referred to as MMB) is pleased to provide a scope reference the removal of the existing vinyl wall covering on the interior walls of the elevator lobby corridor. Please review the scope and contact me if you have any questions or concerns. MMB welcomes the opportunity for your business and is looking forward to working with you to successfully complete this project.

Scope

MMB to produce all labor, materials and equipment to accomplish the following tasks on floors 4, 6, 7, 8 & 15:

Wall Covering

1. Paige to remove the existing chair rail, base and cover plates.
2. Paige to remove and dispose of the existing wall covering as outlined in the drawing forwarded by NRC. Drawing indicates two sections on each floor. Each section is approximately 288sf.
3. Each section will require complete skimming and prep for paint.
4. Prime and paint two coats on approximately 288sf per section.
5. Paint three (3) stripes at designated heights on wall (2 coats).
6. Re-install cover plates and signs.
7. Prep and paint six doors per floor.
8. Provide and install stainless steel kick plates on six doors per floor.
9. Provide and install eight corner guards per floor. Refer to specs for manufacture and color.

Additional Wall (No Wall Covering)

1. Paige to remove the existing chair rail and cover plates.
2. Prep and paint an approximately 950sf section of wall (no wall covering removal required) per floor.
3. Paint three (3) stripes at designated heights on wall (2 coats).
4. Reinstall cover plates and signs.

Columns

1. Prep the existing fourteen (14) columns within each floor. Columns incorporated into the exterior wall not included. Prep at the stripping areas only. Proposal does not include complete columns.
2. Paint the three (3) new stripes at the designated heights on the columns (2 coats).

Millwork

1. Paige to disconnect and remove two sinks and two Insta-hot devices from each floor. Sinks and Insta-hots to be re-installed.
2. Disconnect electric to the receptacle and Insta-hots.
3. Remove and dispose of existing millwork.
4. Provide and install new millwork with the same configuration of existing.
5. New laminate to be Nevamar #S6012T Neutral Gray.
6. Re-connect electric to the receptacle and Insta-hots.

MMB to produce all labor, materials and equipment to accomplish the following tasks on the 3rd floor:

Millwork

1. Paige to disconnect and remove one sink and one Insta-hot devices from each floor. Sinks and Insta-hots to be re-installed.
2. Disconnect electric to the receptacle and Insta-hot.
3. Remove and dispose of existing millwork.
4. Provide and install new millwork with the same configuration of existing.
5. New laminate to be Nevamar #S6012T Neutral Gray.
6. Re-connect electric to the receptacle and Insta-hots.

Architectural

1. Remove and replace three corner guards on the 3rd floor. Refer to specs for manufacture and color.

General Notes

1. All work to be performed after hours.
2. Paige to provide badge supervision to ensure product is completed to NRC standards.
3. Only the fourteen columns located within the space are to be addressed. No columns located on the exterior wall to be included within this proposal or additional SF on columns.
4. Paige proposal limits removal of wall covering to the areas designated on the drawings provided by NRC.

5. Paige to paint new stripes only on the walls where wall covering was removed and the additional wall as indicated in the drawings provided by NRC and confirmed in the sketch provided by Paige. Paige does not include striping any other interior or exterior walls other then noted in this proposal.

Cost	Rate	Hrs.	Total
General Contractor			
Project Manager	61.43	24	1,474.32
Superintendent	69.66	240	16,718.40
Carpenters	58.21	612	35,624.52
Painters	54.37	600	32,622.00
Plumber	133.48	22	2,936.56
Electricians	87.11	36	3,135.96
Materials			
Paint			5,277.35
Mud/Tape/Plastic			500.00
Mechanical (P-Traps)			511.98
Misc.			166.00
Kick Plates			1,650.00
Corner Guards			3,010.00
Sub Total			103,627.09
Sub Contractor			
Millwork			13,484.16
Sub Total			13,484.16
P&O			
Materials			2,334.21
Subs			1,382.12
Bond			3,020.68
Total to Complete Tasks			123,848.26

Thank you

John Hurley
MMB Services Corp.