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Table of Contents

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A.1 PRICE/COST SCHEDULE	3
A.2 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20	3
A.3 PROHIBITON OF FUNDING TO ACORN (NOV 2009)	3
A.4 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)	3

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NRC-10-08-419 NRCT028

CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY UNIT	UNIT PRICE		AMOUNT
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A.2 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.3 PROHIBITON 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

A.4 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:

Page 3

NRC-10-08-419 NRCT028

(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.

ATTACHMENTNO.NUMBERTITLEDATEPAGES1Statement of Work12

Page 4

STATEMENT OF WORK (SOW) One White Flint North Lobby and Connector Link Refurbishment Project

Prepared on September 20, 2011

BACKGROUND

This project involves work to give a face-lift to the existing lobby area, and the connector link between the One White Flint North (OWFN) building and the Two White Flint North (TWFN) building with the replacement of the ceiling tiles as needed, caulk treatment outside, replacement of vinyl base, replace laminate coverings, and application of new paint on wall and ceiling panels.

In the existing lobby area, Corridor F and Corridor G, consists of about 3,500 square feet of walls to be painted. Sherwin Williams paint color lvory Lace (SW7013) – egg shell shall be used for these walls. Sherman Williams Domino (SW6989) – egg shell shall be used for three stripes (6", 2.5", and 2.5") along the same walls. Same Sherman Williams color Domino paint will be used for the door frames. Two wooden double doors for the Commission Hearing room and the Documentation room door are to be sanded and re-stained with varnish. All other doors shall be painted with Benjamin Moore color pewter- semi-gloss. Ceiling tiles are to be replaced as needed. The existing grid and tile at the end of the north corridor, at the north entrance, between the double set of doors, are to be replaced. The existing ceiling grid and tile at the beginning of the north and south corridor of approximately 120ft. shall be replaced. The existing light fixture lens shall be cleaned and re-installed as needed. The existing grip tape located on both the north and south ramps shall be replaced. Laminate coverings around the ramps will be replaced with Formica #961-58 Fog Matte Finish. Existing cove base will be replaced with Johnsonite vinyl wall base #40-Black. Additional new stainless steel corner guards at the water fountain cove and marble columns shall be installed.

The connector link is about 200 feet in length. An existing gap on the outside walls between the roof soffit and the glass panel shall be filled with backer rod where needed and caulked. The walls and ceiling panels are to be painted with Benjamin Moore moisture resistant #2133-60 Sidewalk Gray – egg shell. All existing ceiling tiles inside the link space shall be replaced with Armstrong water resistant tiles. Approximately 160ft. of existing Terrazo base shall be removed to repair water damaged wall and re-installed.

All materials and products shall be validated by NRC before start of the construction.

I. CONTRACT OBJECTIVES

The contractor shall perform the construction task described herein as part of the NRC's overall restoration and refurbishment activities at the NRC headquarters OWFN in Rockville, Maryland.

The contractor shall perform all construction services required to complete the White Flint Complex Ground Level Connector Link Touch Up project that is approximately 1,500 square feet. The construction shall occur on the first floor. The work shall include any demolition,

painting, drywall, caulking, ceiling replacement, laminate, stain doors, etc. to complete the project in accordance with this Statement of Work.

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

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

II. TASK REQUIREMENTS

a. Schedules and Work Plan

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

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

b. Construction

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

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

III. SPECIAL REQUIREMENTS

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

IV. COORDINATION

a. Coordination of Trades

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

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

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

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

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

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

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

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

V. MEETINGS

a. Kickoff Meeting

The PO will schedule a meeting 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 meeting, the Contractor shall ensure the following roles are represented at each conference:

- Project Manager.
- Superintendent.
- 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 meeting.

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.

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.

b. 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.

4

At each progress meeting, the Contractor shall review and correct the minutes from the previous progress meeting, 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 (MSDS) 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 statement of work (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 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 governmentissued 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.

8

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 shut-down 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 on March 31, 2012.

XV. PROJECT OFFICER AUTHORITY

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

Name:	Eric Kim, MS TWB 5D18
Address:	11555 Rockville Pike, Rockville, MD 20852
Telephone Number:	(301) 492-3655
Email Address:	Eric.Kim@nrc.gov

Alternate Project Officer:

Name:	Joan Lamanteer, MS TWB 5D18
Address:	11555 Rockville Pike, Rockville, MD 20852
Telephone Number:	(301) 492-3659
Email Address:	Joan.Lamanteer@nrc.gov

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

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

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

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

10

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.