

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 2

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

1. DATE OF ORDER
09/20/2016

2. CONTRACT NO. (If any)
NRC-HQ-11-C-10-0076

6. SHIP TO:

a. NAME OF CONSIGNEE

3. ORDER NO.
NRC-HQ-40-16-T-0001

4. REQUISITION/REFERENCE NO.
ADM-16-0178

US NUCLEAR REGULATORY COMMISSION-

5. ISSUING OFFICE (Address correspondence to)
US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP 3WEN-05-C64MP
WASHINGTON DC 20555-0001

b. STREET ADDRESS
MAIL PROCESSING CENTER
4930 BOILING BROOK PARKWAY

c. CITY
ROCKVILLE

d. STATE
MD

e. ZIP CODE
20852

7. TO: MARCUS BROWN

f. SHIP VIA

a. NAME OF CONTRACTOR
MMB SERVICES CORP

8. TYPE OF ORDER

b. COMPANY NAME

a. PURCHASE

b. DELIVERY

c. STREET ADDRESS
NA

REFERENCE YOUR:

Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

d. CITY
GLEN BURNIE

e. STATE
MD

f. ZIP CODE
210616340

9. ACCOUNTING AND APPROPRIATION DATA
See Schedule

10. REQUISITIONING OFFICE
OFFICE OF ADMINISTRATION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

- a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED e. HUBZone
 f. SERVICE-DISABLED VETERAN-OWNED g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM h. EDWOSB

12. F.O.B. POINT

13. PLACE OF

14. GOVERNMENT B/L NO.

15. DELIVER TO F.O.B. POINT
ON OR BEFORE (Date)
06/23/2016

16. DISCOUNT TERMS

a. INSPECTION
Destination

b. ACCEPTANCE
Destination

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The contractor shall provide all labor, materials, equipment and supplies required to complete the 16th Floor Renovation Project in accordance the statement of work and the technical proposal, see attachment 1. Continued ...					

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

17(h)
TOTAL
(Cont. pages)

21. MAIL INVOICE TO:

a. NAME
US NUCLEAR REGULATORY COMMISSION

\$0.00

SEE BILLING INSTRUCTIONS ON REVERSE

b. STREET ADDRESS (or P.O. Box)
ONE WHITE FLINT NORTH
11555 ROCKVILLE PIKE
MAILSTOP 03-E17A

17(i)
GRAND TOTAL

c. CITY
ROCKVILLE

d. STATE
MD

e. ZIP CODE
20852-2738

\$1,737,885.55

22. UNITED STATES OF AMERICA BY (Signature)



23. NAME (Typed)
MATTHEW BUCHER
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

SUNSI REVIEW COMPLETE

TEMPLATE - ADM001

SEP 29 2016

ADM002

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO

2

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

DATE OF ORDER
09/20/2016

CONTRACT NO.
NRC-HQ-11-C-10-0076

ORDER NO.
NRC-HQ-40-16-T-0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: 2016-X0200-FEEBASED-40-40D001-51-F-127-L0141 -3250 Period of Performance: 10/01/2016 to 03/31/2017					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$0.00	

A.1 CONTRACTOR ACCEPTANCE OF TASK ORDER

Acceptance of task order no. NRC-HQ-40-16-T-0001 shall be made by having an official, authorized to bind your organization, execute two copies of this document in the space provided and return one copy to the Contracting Officer. You should retain the other copy for your records.

I hereby accept task order no. NRC-HQ-40-16-T-0001 issued under contract NRC-HQ-11-C-10-0076:

John Hurd
Name

Senior Project Manager
Title

[Signature]
Signature

2/20/16
Date

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

A.2 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 1 day of contract expiration.

A.3 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

A.4 52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless—

(1) The product cannot be acquired—

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, i.e., a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall—

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report not later than—

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

A.5 NRCH040 NOTICE OF REQUIRED PERFORMANCE SECURITY – CONSTRUCTION

If a contract exceeds \$150,000, the successful offeror shall furnish security to guarantee faithful performance of the contract in the amount of 100% of the total contract price, in accordance with FAR 28.102-1(a). Security shall be in the form of performance and payment bonds 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.

(End of Clause)

A.6 NRCH050 NOTICE OF REQUIRED PAYMENT SECURITY – CONSTRUCTION

If a contract exceeds \$30,000, but does not exceed \$150,000, 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 100% of the contract price, in accordance with FAR 28.102-2(b).

(End of clause)

A.7 52.223-3 Hazardous Material Identification and Material Safety Data (Jan 1997)

(a) "Hazardous material," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material <i>(If none, insert "None")</i>	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

NRC-HQ-11-C-10-0076 NRC-HQ-40-16-T-0001

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
 - (ii) Obtain medical treatment for those affected by the material; and
 - (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.
- (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
- (3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of Clause)

Alternate 1 (Jul 1995). If the contract is awarded by an agency other than the Department of Defense, add the following paragraph (i) to the basic clause:

(i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.

(1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.

(2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

A.8 NRCH060 MINIMUM INSURANCE COVERAGE

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract, in accordance with FAR 28.307-2:

(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 [*Insert liability coverage here*] (minimum \$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 [*Insert general liability insurance amount here*] (minimum \$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 [*Insert coverage amount here*] (minimum \$200,000) per person and [*Insert coverage amount here*] (minimum \$200,000) 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."

(End of Clause)

A.9 2052.215-70 KEY PERSONNEL (JAN 1993)

(a) The following individuals are considered essential to the successful performance of the work hereunder:

Marcus Browns	CEO-MMB
Joe Merton	Project Executive
John Hurley	Sr. Project Manager
Douglass Burgess	Sr. Quality Control Manager
Chris Prince	Project Superintendent

The contractor agrees that personnel may not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) of this section.

(b) If one or more of the key personnel, for whatever reason, becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall immediately notify the contracting officer and shall, subject to the concurrence of the contracting officer, promptly replace the personnel with personnel of at least substantially equal ability and qualifications.

(c) Each request for approval of substitutions must be in writing and contain a detailed explanation of the circumstances necessitating the proposed substitutions. The request must also contain a complete resume for the proposed substitute and other information requested or needed by the contracting officer to evaluate the proposed substitution. The contracting officer and the contracting officer's technical representative shall evaluate the contractor's request and the contracting officer shall promptly notify the contractor of his or her decision in writing.

(d) If the contracting officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated, or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the contracting officer for default or for the convenience of the Government, as appropriate. If the contracting officer finds the contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss, or damage.

A.10 NRCG030 ELECTRONIC PAYMENT (SEP 2014)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds-Central Contractor Registration".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, 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." The preferred method of submitting invoices is electronically to: NRCPayments@nrc.gov.

(End of Clause)

A.11 NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(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 entitled: "Your Rights Under the Energy Reorganization Act".

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

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

A.12 NRCH470 GREEN PURCHASING (SEP 2013)

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at: <http://pbadupws.nrc.gov/docs/ML1219//ML12191A130.pdf> and the General Service Administration's (GSA) Green Procurement Compilation at: <http://www.gsa.gov/portal/content/198257>.

(c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

(End of Clause)

A.13 NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

(End of Clause)

A.14 STATEMENT OF WORK

STATEMENT OF WORK

ONE WHITE FLINT NORTH 16th FLOOR CONSTRUCTION

BACKGROUND

In accordance with the current federal space utilization guidelines, the NRC is currently on a path to a long-term housing strategy which will consolidate its headquarters at the White Flint Complex (WFC) into three adjacent buildings. The WFC consists of three buildings located at the following addresses: (1) One White Flint North (OWFN), 11555 Rockville Pike, Rockville, MD 20852, (2) Two White Flint North (TWFN), 11545 Rockville Pike, Rockville, MD 20852, and (3) Three White Flint North (3WFN), 11601 Landsdown Street, North Bethesda, MD 20852. The NRC will be embarking on a large scale renovation and phased moved construction project (restack) of both OWFN and TWFN. These consolidation efforts will greatly enhance the ability of the staff to communicate and collaborate. It will allow the NRC to accomplish its mission more effectively and efficiently.

I. TASK ORDER OBJECTIVES

The contractor shall perform the construction task described herein as part of the U.S. Nuclear Regulatory Commission's (NRC) overall restoration and refurbishment activities at the NRC headquarters White Flint Complex (WFC) in Rockville, Maryland. This task order pertains specifically to work to be performed in One White Flint North, 11555 Rockville Pike, Rockville, MD 20852.

The objective of this task order is to obtain construction services for refurbishments to One White Flint North 16th floor. The work shall include any demolition, masonry, woodworking, plastering, painting, ceramic tile, cabinetry, carpeting/flooring, electrical, plumbing, carpentry, etc. to complete the project in accordance with this Statement of Work and the attached drawings/specifications (see Attachment A).

For this task, the NRC requests that the contractor utilizes bio-based or other environmentally preferable materials. Where suitable, the contractor should acquire materials that are LEED, Green Guard, Green Label Plus, Energy Star, Federal Energy Management Program (FEMP), and/or NSF/ANSI Standard certified materials and products.

All work under this task order will be performed during NRC's normal business day (Monday-Friday from 6:00am through 6:00pm). All work likely to cause disturbance to adjacent floors will be performed before 8:00am or after 7:00pm during business days. Work performed at the weekend will require coordination with the NRC Contracting Officer Representative (COR).

II. TASK REQUIREMENTS

a. Schedules and Work Plan

The contractor shall provide a work plan to the COR 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 must be approved at least 3 business days in advance, with proper documentation, by the NRC COR to allow NRC to prepare notifications to facilities staff and occupants. All communications between NRC and the Contractor shall be handled through the assigned NRC COR specified in this Task Order (TO).

b. Construction

The contractor shall perform construction services per attached drawings and specifications (attachment A).

Construction and installation shall be accomplished in a seamless manner, according to current building code requirements by all applicable jurisdictions, and NRC requirements. 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 COR in advance.

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

Upon floor completion, prepare as-built drawings and provide to the NRC COR.

c. Optional Task

Provide pricing for Add Alternate -1: Perimeter Tiger Foam Insulation per attached scope and specification (attachment B).

Provide pricing for Add Alternate – 2: Unit price to install additional light fixtures B, P, U, U1, and U2 as specified in the contract documents. Provide material and labor cost breakout of unit price

Provide pricing for Deduct Alternate – 3: Unit price to delete light fixtures B, P, U, U1, and U2 as specified in the contract documents. Provide material and labor cost breakout of unit price

III. SPECIAL REQUIREMENTS

- All site visits and work shall be coordinated through the NRC COR.
- NRC shall have the first right of refusal to re-use any items or materials being replaced during performance of a task order. 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

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 task order.

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 task order 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 task order. 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.
- Task order closeout activities.

b. Coordination Drawings

The Contractor shall prepare coordination drawings. The drawings shall:

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

V. MEETINGS

a. Kick off Meeting

The COR will schedule a kick off meeting onsite before starting the task order. At this kick off meeting, the Contractor shall be prepared to brief the COR on responsibilities and personnel assignments for the task order.

The Contractor shall ensure that non-NRC participants at the kick off meeting are familiar with the task order and are authorized to conclude matters relating to their work.

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

- Key Architect, (Owner of the drawings and specifications)
- Key design consultants.
- Key subcontractors.
- Key suppliers.

Other trades related to the work during the conference, items of significance that could affect progress will be discussed including, but not limited to, the following:

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

- Housekeeping and progress cleaning
- Working hours

The Contractor shall distribute minutes of the kick off meeting, utilizing Microsoft Word, to each party present and to other concerned parties, as designated by the COR, no later than 3 calendar days after the conference. Within 10 business days of the kick off meeting, the contractor shall provide a Microsoft Project detailed construction schedule, the last task being the completion of the floor. One hard copy and an electronic version of the schedule shall be provided to the COR.

b. Pre-Construction General Meeting

The Contractor shall conduct a pre-construction meeting at the construction site. At this meeting, the COR 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
- Project schedule
- 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 meeting, the Contractor shall distribute minutes of the meeting, utilizing Microsoft Word, to the COR, each party present and to other concerned parties as designated by the COR.

The Contractor shall not proceed with the work if the COR determines the meeting was not successfully concluded.

The Contractor shall initiate whatever actions are necessary to resolve impediments to the performance of the work, and reconvene another meeting at the earliest feasible date.

c. Pre-Construction Safety Meeting

Representatives of the Contractor shall meet with the COR 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 COR, 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

Progress meetings shall be conducted on a weekly basis at the construction site. The dates of these meetings shall be coordinated with the COR.

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 meeting. All participants at the progress meeting shall be familiar with the work and authorized to conclude matters relating to their work.

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 task order. Topics for discussion will include, but are not be limited to the following:

- The Contractor's overall construction schedule. The contractor shall update the construction schedule on a monthly basis and present at the appropriate regularly scheduled progress meeting.
- 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 time

At the meeting, the Contractor shall also review the present and future needs of each entity participating in the overall task order, 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 COR. The minutes shall include a brief summary, in narrative form utilizing Microsoft Word, of progress since the previous meeting and report.

VI. DELIVERABLES

a. Material Safety Data Sheets

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

b. As-Built Construction Documents

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

VII. QUALITY ASSURANCE

a. NRC Inspection and Acceptance of Services

The NRC will inspect all services performed under this task order 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 work is being accomplished in accordance with the 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 task 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 COR. 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/task order 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 task order any employee the COR 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 COR 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 COR 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. UTILITY SERVICE INTERRUPTIONS

The Contractor shall submit a utility service interruption plan for the task order 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 COR. If the plan is not acceptable to the COR, the Contractor shall consult with the COR and continue to revise and resubmit the plan until COR approval is obtained.

As directed by the COR, 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 COR. The Contractor shall coordinate with the COR, 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 COR 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.

X. CONSERVATION

a. Energy Conservation

The Contractor shall exercise the efficient use of energy, water, and materials.

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 task order.
- 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 task order, including the COR.

XI. PARKING

The Contractor may use the loading docks located at the rear of One White Flint North, which is 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 COR.

XII. NRC FURNISHED PROPERTY/EQUIPMENT

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

XIII. COR AUTHORITY

(a) The COR for this task order is:

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Name: William Harris
Address: U.S. Nuclear Regulatory Commission
11545 Rockville Pike
M/S: T-08E06M
Rockville, MD 20852
Telephone Number: (301) 415-0072
Email Address: William.Harris@nrc.gov

Backup COR:
Name: Abu Saleh
Address: U.S. Nuclear Regulatory Commission
11601 Landsdown Road
M/S: 3WFN-09C64M
Rockville, MD 20852
Telephone Number: (301) 287-3450
Email Address: Abu.Saleh@nrc.gov

(b) The COR shall:

- 1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- 2) Inspect and accept products/services provided under the task order.
- 3) Review all contractor invoices/vouchers requesting payment for products/services provided under the task order and make recommendations for approval, disapproval, or suspension.
- 4) 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.

Not make changes to the express terms and conditions of this task order.

A.15 BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (May 2013)

NOTE TO Contractor: Cite contract no. NRC-HQ-11-C-10-0076, task order no. NRC-HQ-40-16-T-0001 on all invoices.

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 invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, 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."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

Purchase of Capital Property: (*\$50,000 or more with life of one year or longer*)

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: [http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-\(EINs\)](http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs))).
- c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, 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 (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
- d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).

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- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.

ATTACHMENTS

- 1 Drawings & Specifications**
- 2 Schedule**