

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 5

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

BPA NO.

1. DATE OF ORDER SEP 29 2005		2. CONTRACT NO. (If any) GS27F0009P		6. SHIP TO:	
3. ORDER NO. DR-10-05-438		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. ADM-05-438	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey L. McDermott Mail Stop T-7-I-2 Washington, DC 20555				8. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Warehouse	
b. STREET ADDRESS M/F: Jack L. Finglass 5008 Boiling Brook Parkway				c. CITY Rockville	d. STATE MD
				e. ZIP CODE 20852-2738	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR CARPET PLUS LLC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 801 WINCREST PLACE				Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY GREAT FALLS		e. STATE VA		f. ZIP CODE 220662736	
9. ACCOUNTING AND APPROPRIATION DATA 540-15-5A2303 D2318 252A X0200 Obligate \$123,183.20				10. REQUISITIONING OFFICE ADM Office of Administration	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input checked="" type="checkbox"/> a. SMALL	<input type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	<input type="checkbox"/> f. EMERGING SMALL BUSINESS			
13. PLACE OF		14. GOVERNMENT B/L NO. N/A	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) To Be Determined		16. DISCOUNT TERMS N/A
a. INSPECTION See Block #6	b. ACCEPTANCE See Block #6				

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)
	1. Carpet Plus, LLC's proposal dated 09/21/2005 is incorporated by reference into this delivery order. 2. The attached Statement of Work (SOW) and Carpet Specifications are incorporated into this delivery order. 3. The contractor shall contact the NRC Project Officer (Jack L. Finglass) upon receipt of this delivery order to discuss the carpet removal/installation schedule. The Project Officer can be reached at (301) 415-6953. 4. Invoices shall be submitted in nine (9) equal increments, following completion of each carpet removal/installation phase (per the attached SOW and approval of the Project Officer). DUNS: 088000315			See CONTINUATION Page		

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO			17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2						\$123,183.20	17(i). GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: DR-10-05-438 Jeffrey L. McDermott							
c. CITY Washington			d. STATE DC	e. ZIP CODE 20555		\$123,183.20		

22. UNITED STATES OF AMERICA BY (Signature) <i>Elois J. Wiggins</i>	23. NAME (Typed) Elois J. Wiggins	TITLE: CONTRACTING/ORDERING OFFICER
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TEMPLATE - ADM001

OPTIONAL FORM NO. 37 (Rev. 12/2005)
PRESCRIPTION FOR PURCHASE OF SUPPLIES
ADM001

SISP REVIEW COMPLETE

**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

CONTRACT NO.

GS27F0009P

ORDER NO.

DR-10-05-438

ITEM NO (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	Office Carpet (per attached specifications)				\$51,916.40	
0002	Hallway Carpet (per attached specifications)				\$16,656.60	
0003	Elevator Lobby Carpet (per attached specifications) *****OPEN MARKET*****				\$4,075.95	
0004	Removal of Existing Carpet				\$9,985.80	
0005	Installation Direct Glue Down (Offices, Hallways, Elevator Lobbies)				\$19,370.00	
0006	Nights & Saturdays				\$12,682.50	
0007	Receiving, Handling, Delivery to Job Site *****OPEN MARKET*****				\$2,322.90	
0008	Furnish/Install 4" Vinyl Cove Base*				\$1,770.00	
0009	Optional Conference Room Carpet ("Hallway") (per attached specifications)				\$2,697.90	
0010	Removal of Existing Carpet (Optional Conference Room)				\$411.40	
0011	Installation Direct Glue Down (Optional Conference Room)				\$747.50	
0012	Nights & Saturdays (Optional Conference Room)				\$546.25	
	<p>*The contractor is required to replace all of the existing Vinyl Cove Base. The estimated number of linear feet was proposed by the contractor and is a fixed amount per the terms of this delivery order. The contractor is not</p> <p>[REDACTED]</p> <p>[REDACTED]</p>					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$123,183.20	

A.1 52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

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

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record ``Active``.

(b) (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS`` or ``DUNS +4`` followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, ``doing business as'' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the

Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the ``Suspension of Payment'' paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the ``Suspension of payment'' paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

A.2 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.

09/15/2005 STATEMENT OF WORK (SOW) AMENDMENT #1

The purpose of this amendment is to include an optional conference room carpet removal/installation, which increases the scope of the SOW. The conference room carpet specifications are identical to the current specifications entitled, "HALLWAY CARPET." This amendment document supersedes the original SOW and any previous amendments (if applicable). Changes are highlighted in the SOW below as applicable.

09/08/2005

STATEMENT OF WORK

BACKGROUND

The U.S. Nuclear Regulatory Commission, located at 11545 Rockville Pike, Rockville, Maryland, 20852-2738 has a requirement in the One White Flint North Building, 17th and 18th floors, to replace the custom and non-custom carpet.

OBJECTIVES

The objective of this carpet project is to remove the existing and install new carpet.

SCOPE OF WORK

The scope of work for this carpet project includes, but is not limited to: purchase and installation of carpet; removal of the existing carpet, preparation of the floor for installation of the new carpet, removal of the existing vinyl cove base and installation of new matching cove base.

SCHEDULE:

All requirements in the Statement of Work will be completed by the Contractor within nine (9) weeks after the (INSERT: carpet is ready for installation and the schedule has been negotiated with the project manager) (REMOVE: contract has been awarded), unless an extension has been granted by the Contracting Officer. The optional conference room schedule and pricing will be negotiated per the terms of the awarded GSA task order, with removal/installation to not go beyond 09/30/2006. This work shall be coordinated with the project manager, Jack L. Finglass (301-415-6953). All work must be done on Saturdays between 6:00 a.m. and 6:00 p.m.

TASKS AND/OR SPECIFICATIONS

The Contractor shall furnish all necessary labor, equipment, materials and supervision required to accomplish the carpet removal and installation described below in accordance with the specifications, drawings and other referenced materials provided by the Government.

SPECIFICATIONS

CARPET REMOVAL AND INSTALLATION:

FURNISH ALL NECESSARY LABOR AND MATERIALS TO REMOVE APPROXIMATELY 2,670 SQUARE YARDS OF CARPET AND INSTALL APPROXIMATELY 2,670 SQUARE YARDS OF CARPET ON THE 17th and 18th FLOORS OF OWFN AS SHOWN ON THE DRAWINGS. SEE RFQ FOR EXACT YARDAGE, INCLUDING THE OPTIONAL CONFERENCE ROOM. THE CONTRACTOR SHALL REMOVE THE OLD CARPET FROM THE BUILDING AND HAUL IT AWAY.

FLOOR PREPARATION:

THE FLOOR MUST BE FREE OF GREASE, OIL, PAINT, WAX AND ANY OTHER MATERIAL THAT WILL INHIBIT THE ADHESIVE. CRACKS SHOULD BE FILLED WITH A LATEX BASE PORTLAND CEMENT PATCHING COMPOUND SUCH AS HENRY'S #445 "FAST SET" OR #345 "NORMAL SET."

SEAL THE FLOOR:

POROUS OR DUSTY FLOORS MAY NEED TO BE SEALED TO PREVENT ADHESIVE FROM TACKING TOO QUICKLY. IF ADHESIVE TACKS TOO FAST, THERE MAY BE NO TRANSFER OF ADHESIVE FROM FLOOR TO THE CARPET BACKING; THEREFORE, THE CARPET WILL NOT ADHERE TO THE SUBSTRATE.

SEAM SEALER:

WOVEN SYNTHETIC, UNITARY AND REINFORCED UNITARY CARPETS REQUIRE A 1/8" BEAD OF SOLVENT-BASED SEALER WHEN INSTALLED VIA THE DIRECT GLUE DOWN METHOD. THE SEALER SHOULD BE APPLIED SO THAT IT ENCAPSULATES THE BASE OF THE YARN TUFTS, THE PRIMARY BACKING AND SECONDARY BACKING.

NEW CARPET:

SEE ATTACHMENTS

CONTRACTOR MUST FURNISH ANY METAL/VINYL REDUCER STRIPS.
CONTRACTOR MUST USE ADHESIVE PER MANUFACTURER SPECIFICATIONS
AND INSTALLATION PROCEDURES.

Work Schedule:

The Contractor shall contact the project officer (Jack L. Finglass) prior to starting work at (301) 415-6953. The Contractor can't start work until after 6:00 a.m. and not beyond 6:00 p.m. Drawings of the suites will be provided to the Contractor showing the locations where the carpet is to be removed and installed **ON NINE (9) CONSECUTIVE SATURDAYS (excluding holiday weekends). Optional conference room schedule will be negotiated as applicable. After completing the installation on each phase, the Contractor shall supply vacuum cleaner and vacuum suite. The Contractor and his workers must clean up after themselves each Saturday and dispose of any trash. Any unused carpet remains the property of the NRC and will be returned to the warehouse for attic stock.** The work area shall be ventilated and aired out as best as possible to eliminate noxious odors of the new carpeting and its sealants.

GENERAL CONDITIONS

Standards of Conduct:

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

Accessibility and Recording Presence:

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

The Contractor must submit in writing, all names and social security numbers of personnel scheduled to work on the site prior to gaining access to One White Flint North. Each contract employee must sign in when reporting for work each day and when leaving at the end of the day. In order to allow for project coordination, the contractor shall provide personal information to the Government at least 72 hours prior to commencing work. NRC Form 205 will be used for this period and is located at the Security Station in the lobby of One White Flint North. Contractor access badges will be worn in such a manner that is clearly visible at all times when

GENERAL CONDITIONS, continued

workers are within the building. Badges cannot be carried from the building when leaving for any reason. The Government will have the right to deny access to the building and terminate access to the Contractor's employees as it deems appropriate for the best interest of the Government. Escorts for all workers will have to be provided by the NRC in order for the workers to gain access to the work area.

Site Investigation and Conditions at the Work Site:

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

Liability:

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

Contractor Inspection:

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

Government Inspection and Acceptance of Services:

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

Housekeeping:

Furniture and portable office equipment in the immediate area of the work to be performed shall be removed and replaced by another Contractor and replaced to its original location.

At the end of each work day, the Contractor shall vacuum and/or sweep the flooring. 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 remove spatters, droppings, smudges, etc., and leave the premises clean. Unless otherwise specified, all materials and equipment removed shall become the property of the Government. When the removed materials and equipment are specified as contractor property, the Contractor shall remove them from the job site.

Contractor Supervision:

The Contractor shall arrange for satisfactory supervision of the work described in this contract. The Contractor or his supervisor shall be available at all times when the contract work is in process, to receive notices, reports, or requests from the Contracting Officer or his/her representatives. It is the policy of the Nuclear Regulatory Commission not to directly or indirectly exercise direction or supervision of the Contractor's employees or sub-contractors. The contractor shall designate an individual to coordinate their work between NRC and the other contractors on site dealing with furniture removal and replacement.

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

Workmanship:

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

All work under this contract shall be performed in a skillful and professional manner.

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

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

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

Safety and Hazardous Material Handling:

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

The Contractor shall take every precaution to prevent fires during the performance of this work order. Smoking in the buildings and/or at the loading docks is prohibited.

The Contractor shall exercise every precaution to prevent accidents of all kinds from occurring during the performance of all work specified in this contract. The Contractor shall also comply with all OSHA and EPA regulations as they may apply to all the work requested by the Government.

Parking:

Loading docks are located at the rear of One White Flint North, accessible by a service drive. Limited parking onsite will be available for contractors between the hours of 6:00 a.m. and 6:00 p.m. Saturday. A parking permit is required, which may be obtained free of charge from the guard station at the One White Flint North building.

The contractor shall furnish the following information for each vehicle to the project manager in advance of need: MAKE, MODEL, YEAR, COLOR, STATE AND TAG#.

Government Furnished Property:

The Contractor may have the use of a freight elevator.

DELIVERABLES

Material Safety Data (MSD) Sheets:

The Contractor shall provide MSD sheets to the Government's Technical Representative for review and approval by NRC's Safety and Health Representative prior to starting any work on this project. The Contractor shall be aware that use of certain substances may require the ventilation of areas, which may impact his schedule. MSD sheets shall be provided to the NRC project officer at least 72 hours prior to the commencement of work.

Proposed Work Schedule:

The Contractor shall submit a work schedule to the Government's Representative which provides a detailed sequence of the overall project operations, including a proposed start-up date for the project and a projected completion date for all work. In order to allow for project coordination, this report shall be provided to the Government at least 72 hours prior to commencing any work on this project. The NRC must be notified immediately if any usage of certain substances will impact the project schedule. Changes to update the schedule must be made accordingly.

REQUEST FOR PROJECT PROPOSALS

See Request for Quotes (RFQ)