

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

BPA NO.

1. DATE OF ORDER 08-28-2003	2. CONTRACT NO. (If any)	6. SHIP TO:	
3. ORDER NO. DR-10-03-136	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. ADM-03-146	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Mr. Bahman Rowhani	

b. STREET ADDRESS Mail Stop T-7D24		c. CITY Washington	d. STATE DC	e. ZIP CODE 20555
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7. TO:		f. SHIP VIA		
a. NAME OF CONTRACTOR Colossal Contractors, Inc.		8. TYPE OF ORDER		

b. COMPANY NAME Attn. Mr. Rafael Navarro		<input checked="" type="checkbox"/> a. PURCHASE ORDER		<input type="checkbox"/> b. DELIVERY/TASK ORDER	
c. STREET ADDRESS 13415 Connecticut Avenue, suite 203		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.		Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY Silver Spring	e. STATE MD	f. ZIP CODE 20906			

9. ACCOUNTING AND APPROPRIATION DATA B&R No. 34015-511302, Job Code: D2318, BOC: 252A, X0200		\$84,995.00	10. REQUISITIONING OFFICE ADM/DFS/FACB		
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input checked="" type="checkbox"/> a. SMALL		<input type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED	
				<input type="checkbox"/> d. WOMEN-OWNED	

12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE 60 Days ARO		16. DISCOUNT TERMS Net 30	
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13. PLACE OF		FOR INFORMATION CALL: (No collect calls)			
a. INSPECTION	b. ACCEPTANCE	Mr. Michael Mills 301-415-6550			

17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>The contractor shall provide materials, labor, equipment, and supervision for removal and installation of wallcovering in the NRC Two White Flint North Building in accordance with the attached Statement of Work.</p> <p>Period of performance: Date of signed acceptance of the award through 60 calendar days.</p> <p>Firm Fixed Price for Job</p> <p>FAR clause 52.228-15, "PERFORMANCE AND PAYMENT BONDS - CONSTRUCTION" is hereby referenced and incorporated as part of this order. The penal amount of each bond is to be \$84,995.00. Bonds shall be delivered to the Contracting Officer by September 5, 2003.</p> <p>NRC Project Officer: Mr. Billy Dean, 301-415-5380</p> <p>Contractor point-of-contact: Mr. Rafael Navarro Office: 301-598-5226, Cellular no. 301-943-9122</p>				\$84,995.00	
Accepted: _____ Date _____						

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$84,995.00	SUBTOTAL
21. MAIL INVOICE TO:							
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts, Mail Stop T-7-I-2							17(h) TOTAL (Cont. pages)
b. STREET ADDRESS (or P.O. Box) See attached billing instructions							17(i). GRAND TOTAL
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555			\$84,995.00	

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Mary H. Mace		TITLE: CONTRACTING/ORDERING OFFICER	
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TEMPLATE - ADM001

ADM002

OPTIONAL FORM 347 (6/95)

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

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

DATE OF ORDER
08-28-2003

CONTRACT NO.

ORDER NO.

DR-10-03-136

ITEM NO (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Warranty: 5 years material and 2 years labor. Product warranty information (see attachment) The following additional attachments are incorporated as part of this order: NRCAR 2052.204-70 SECURITY NRC FORM 187 - CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS					

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

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.222-12	CONTRACT TERMINATION - DEBARMENT	FEB 1988
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS	FEB 1988
52.222-14	DISPUTES CONCERNING LABOR STANDARDS	FEB 1988
52.222-15	CERTIFICATION OF ELIGIBILITY	FEB 1988
52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-47	SERVICE CONTRACTS ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS	FEB 2002
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR 1984
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.246-12	INSPECTION OF CONSTRUCTION	AUG 1996
52.246-21	WARRANTY OF CONSTRUCTION	MAR 1994
52.213-3	NOTICE TO SUPPLIER	APR 1984

A.2 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (JUNE 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (June 2003) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Apr 2003)

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and

to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition-

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

A.3 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.4 OTHER APPLICABLE CLAUSES

See Addendum for the following in full text (if checked)

52.216-18, Ordering

52.216-19, Order Limitations

52.216-22, Indefinite Quantity

52.217-6, Option for Increased Quantity

52.217-7, Option for Increased Quantity Separately Priced Line Item

52.217-8, Option to Extend Services

52.217-9, Option to Extend the Term of the Contract

A.5 ELECTRONIC PAYMENT

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House

(ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment . The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

A.6 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

A.7 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form I-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

STATEMENT OF WORK

Two White Flint North

Wallcovering Replacement Project

BACKGROUND

The U.S. Nuclear Regulatory Commission, located at 11545 Rockville Pike, Rockville, Maryland, 20852-2738 has a requirement in the Two White Flint North (TWFN) Building, to replace existing wallcovering on floors 2 thru 10 elevator lobbies and adjacent hallways and "U" corridor hallways on floors 2 and 4 thru 10 adjacent to the elevator lobbies.

The existing wall covering was installed in 1994 and has since shown extensive signs of wear and tear. The purpose of this project is to replace the exiting wallcovering in order to maintain the professional appearance of this facility. To comply with the original interior design criteria, the agency intends to replace the existing product with the same material.

OBJECTIVES

The objective of this project is to have a qualified installer provide the supervision, labor, materials and equipment necessary to remove existing wallcovering and install approximately 900 Square Yard (SqY) of new wall covering in the elevator lobbies, approximately 1020 SqY Vinyl wall covering on 2nd floor and floors 4 thru 10.

Note: The total measurement provided in this Statement of Work should be considered an approximation. The contractor is required to field measure all proposed quantities prior to submitting a cost proposal. The contractor shall submit a cost proposal along with field measurement quantities for each proposed area.

TASKS AND/OR SPECIFICATIONS

The Contractor shall furnish all necessary labor, equipment, materials and supervision required to accomplish the tasks described below in accordance with the statement of work and other referenced materials provided by the Government.

SCOPE OF WORK

The scope of work for this project includes, but is not limited to: (all work will be completed in occupied areas)

- Remove all existing wall covering in the referenced areas.
- Repair all walls to receive new wall covering after the old wall covering has been

removed. The prep work shall include all patching and skim and base coating necessary to prepare the wall to receive the new wallcovering.

- All metal cover plates on electrical devices or other similar devices shall be removed and reinstalled after installation of the new wallcovering.
- All signs, insignias, emblems, block letters and picture frames shall be removed and reinstalled after installation of the new wall covering. Contractor is responsible to maintain and store (location, as approved by the Project Officer) all removed product in a safe manner to insure no damage to the removed products. Contractor is responsible to reinstall or reattach (if necessary) all removed items back to their original state (prior to removal) upon completion and acceptance (by the Project Officer) of each area.
- All corner guards with aluminum retainers shall be removed and reinstalled for the new wall covering.
- Do not remove or disturb any devices related to the elevators or the fire alarm systems. Contractor shall cut the new wall covering around these items.
- Furnish and install approximately 900 SqY of Vinyl Wallcovering manufactured by **INNOVATIONS (LONHIDE 161-H1, White, w/Matte Acrylic Clad Coating)** in elevator lobbies and adjacent hallways, floor 2 thru 10.
- Furnish and install approximately 570 SqY of Vinyl Wallcovering manufactured by **BFG KOROSEAL (DESERT SAND 5721-93, Gray Angora)** or similar to match existing color, texture and quality, on 2nd floor "U" corridor (both walls north and south) and 4th, 5th 6th and 7th floor "U" corridor (north side only) hallways adjacent to the elevator lobby.
- Furnish and install approximately 150 SqY of Vinyl Wallcovering manufactured by **BFG KOROSEAL (KRUG 17-92-6204, Custom Blue)** or similar to match existing color, texture and quality, on 4th, 7th and 9th floor "U" corridor (north side) hallways adjacent to the elevator lobby.
- Furnish and install approximately 150 SqY of Vinyl Wallcovering manufactured by **BFG KOROSEAL (KRUG 17-92-6204, Custom Green)** or similar to match existing color, texture and quality, on 5th and 10th floor "U" corridor (north side) hallway adjacent to the elevator lobby.

- Furnish and install approximately 150 SqY of Vinyl Wallcovering manufactured by BFG KOROSEAL (KRUG 17-92-6204, Custom Plum) or similar to match existing color, texture and quality, on 6th and 8th floor "U" corridor (north side) hallways adjacent to the elevator lobby.
- Furnish and install all new wall covering in accordance with manufacturer's specifications.
- Furnish and install corner guards (Floor to Ceiling) at the ends of the floor hallway (both sides north and south walls). Corner guards shall be the same or similar (size, color, quality and material) to the existing building standard products previously installed on each floor.
- Contractor is responsible for purchase, transportation and safe storage of the new wallcovering prior to installation at the building. All newly installed wallcovering shall be free of any defects associated with manufacturing problems, unsafe storage and transportation of the products.

SCHEDULE

All requirements in the statement of work shall be completed by the contractor within sixty (60) calendar days after the contract has been awarded, unless an extension has been awarded by the Contracting Officer.

All work shall be performed after normal business hours. Normal business hours at the agency are between 6:00 AM - 6:00 PM, Monday through Friday. Work is permitted under this contract between 6:00 PM and 4:00 AM Monday through Thursday and from 6:00 PM Friday to 4:00 AM Monday.

GENERAL CONDITIONS

Standards of Conduct:

The Contractor shall be responsible for maintaining satisfactory standards of employee conduct and integrity during the performance of this contract. The Contractor shall 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:

NOTICE: The NRC is a sensitive federal location and limits unescorted access to the NRC's premises to those individuals who have been approved through the NRC's personnel security screening process. Persons who have not completed the NRC's personnel security screening process shall not have access to the site. The Contractor shall ensure that all onsite Contractor personnel wear clothing (shirt or jacket) that clearly identify the company they represent.

Within seven calendar days of the Contractor receiving the NRC's notification of receiving the award of this work and security screening packages, the Contractor shall submit a completed security package to the NRC Project Officer (NRC-PO) for all personnel who will be performing the work on-site at NRC. If any of the completed security packages submitted by the Contractor are incomplete or the NRC security office requires additional information to process any of the clearances, the Contractor shall either provide the additional information within 2-business-days or (at NRC's request) replace the subject personnel with another contractor who can provide NRC with a completed security package within 2-business-days.

Failure by the Contractor to use contract personnel who can pass NRC's security screening for on-site access to the NRC facility or related sensitive information shall be grounds for NRC to terminate this contract for default and re-procure from another source if NRC decides it is in the best interest of the government

The facility will 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, social security numbers and citizenship of personnel scheduled to work on site prior to gaining access to One White Flint North and Two White Flint North. Each contract employee is required to pass a building access check and obtain a building access badge. Each contract employee must sign-in when reporting for work each day and sign-out when leaving at the end of the day. NRC Form 205 shall be used for this period and is located at the Security Station in the loading dock of One White Flint North and Two White Flint North. Contractor access badges shall be worn in such a manner that is clearly visible at all times when workers are within the building. All badges shall be returned to the OWFN loading dock at the end of each day/work shift. Badges cannot be carried from the building when leaving for any reason. The Government shall 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.

Site Investigation and Conditions at the Work Site:

It will be the responsibility of the Contractor to inspect the site, 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 provided in this document, 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.

Licenses and Permits:

The Contractor shall, without additional cost to the Government, obtain any necessary licenses and/or permits for compliance with any laws, codes and regulations applicable to the performance of any work on this project.

Work Schedule:

See Schedule section of this SOW.

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.

Safety Barriers:

The Contractor shall use physical means to restrict access and/or to direct egress and ingress around staging areas. Signs, lights, etc. are to be used in accordance with accepted safety practices and must be approved by the contracting officer. Exits for emergency egress in case of fire or other types of emergencies shall be kept open at all times.

Contractor Supervision:

The Contractor shall arrange for satisfactory supervision of the work described in this contract. The contractor shall have supervisory personnel to monitor each separate

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

Workmanship:

The contractor shall use skilled tradesmen according to the manufacturer's recommendations. 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.

All work under this contract shall be performed in a skillful and professional manner and in compliance with all laws, ordinances and regulations (Federal, State, County, City or otherwise).

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.

The Contractor shall withdraw items identified to be removed in a safe, careful manner. All openings which result from, or surfaces damaged by the removal operations, shall be appropriately patched/sealed.

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.

Building and Utility Services:

The Contractor shall not interrupt the existing utility services without 24 hour notification and verbal authorization from the Project Officer/Contracting Officer's Technical Representative.

Interruptions to building services should be kept to a minimum and those which affect the environmental conditions in occupied portions of the building shall be performed outside the official working hours of the building occupants.

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 furnish a covered metal receptacle to be kept outside the exterior of the building. All combustible material, such as oily rags, waste, etc., used in the performance of the work, should be placed in this receptacle.

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.

Site Management and Clean-up:

Contractor is responsible for removal and disposal of all removed products, derbies and rubbish related to his project. All work areas shall be clean and free of dust and derbies prior to completion of the daily work. Contractor shall provide their own disposal equipment and containers and not use any Government and/or other contractors' equipment and refuse containers. Contractor is permitted to maintain a refuse container at the property. The location and the size of the container shall be coordinated and approved by the Project Officer.

Parking:

Loading docks are located at the rear of One and Two White Flint North, accessible by a service drive. No parking is available on site for contractors between the hours of 6:00 AM and 6:00 PM, Monday through Friday except for mandatory progress meetings required by contract. To request parking, the contractor shall provide the contracting officer with the names of the people riding in the vehicle, and the vehicle make/model and tag number.

Government Furnished Property:

The Contractor shall use the freight elevator only for cart carried items.

A minimal storage cutting area (this may be located in the garage - unheated space) will be assigned to this project. The Project Officer will coordinate and approve the location.

SUBMITTALS

Sample:

The contractor shall provide a sample, product specifications and care and cleaning information for all proposed wallcovering and required Glues (3 samples) for review and approval by the NRC contracting officer.

Material Safety Data Sheets: The Contractor shall provide six (6) copies of the Material Safety Data Sheets to the contracting officer for the wallcoverings, adhesives, patching and coating materials and all other materials and substances that could cause health problems if used improperly for review and approval by NRC's Safety and Health Representatives prior to starting any work on this project.

Quality Control Plan: A detailed quality control plan for installation with trained installers shall be provided and approved by the NRC Project Officer prior to commencing work.

Product Manuals

At the conclusion of the project the contractor shall provide the manufacturer's recommended maintenance and cleaning and care instructions for the wall covering.

Proposed Work Schedule

The Contractor shall submit a work schedule to the Contracting Officer 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 15 days prior to commencing any work on this project.

Warranty: Provide manufacturer's warranty and all related guaranties for Wallcovering and adhesives.

2052.204-70 SECURITY

(a) **Security/Classification Requirements Form.** The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 30 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

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

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information in whole or in part to any other person or organization except as may be necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

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

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

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

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

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

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

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

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

2052.204-71 SITE ACCESS BADGE REQUIREMENTS

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available, as required, provided that a badge is issued after favorable adjudication from the Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS). In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for the contractor personnel. It is the

sole responsibility of the contractor to ensure that each employee has a proper Government-issued identification/badge at all times. All prescribed identification must be immediately (no later than three days) delivered to PERSEC/DFS for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel must have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work, and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with."

SITE ACCESS BADGE PROCEDURES FOR NON-INFORMATION TECHNOLOGY CONTRACTS

The contractor shall ensure that all its employees, including any subcontractor employees and any subsequent new employees who are assigned to perform the work herein, are approved by the Government for building access.

A contractor employee shall not have access to NRC facilities until he or she is approved by Personnel Security Branch, Division of Facilities and Security (PERSEC/DFS), first for temporary access (based on a favorable adjudication of their security forms) and final access (based on favorably adjudicated background checks by General Services Administration) in accordance with the procedures found in NRC Management Directive 12.3, Part I. The individual will be subject to a reinvestigation every five years. Timely receipt of properly completed security applications is a contract requirement. Failure of the contractor to comply with this condition within the ten work-day period may be a basis to void the notice of selection. In that event, the Government may select another firm for award.

The Government shall have and exercise full and complete control over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract shall be required to complete and submit to the contractor representative an acceptable Form 176 (Statement of Personal History), and two FD-258 (Fingerprint Charts). The contractor representative will submit the documents to the Project Officer who will give them to the PERSEC/DFS. PERSEC/DFS may, among other things, grant or deny temporary building access approval to an individual based upon its review of the information contained in the GSA Form 176. Also, in the exercise of its authority, GSA may, among other things, grant or deny permanent building access approval based on the results of its investigation and adjudication guidelines. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the work sites for an extended period of time during the term of the contract. In the event that PERSEC/DFS and GSA are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

The contractor will immediately notify the Project Officer when a contractor employee terminates. The Project Officer will immediately notify PERSEC/DFS (via e-mail) when a contractor employee no longer requires building access and return the individual's badge to the PERSEC/DFS within three days after their termination."

AUTHORITY
The policies, procedures, and criteria of the NRC Security Program, NRCMD 12, apply to performance of this contract, subcontract or other activity.

CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

COMPLETE CLASSIFIED ITEMS BY SEPARATE CORRESPONDENCE

1. CONTRACTOR NAME AND ADDRESS

A. CONTRACT NUMBER FOR COMMERCIAL CONTRACTS OR JOB CODE FOR DOE PROJECTS (Prime contract number must be shown for all subcontracts.)

2. TYPE OF SUBMISSION

- A. ORIGINAL
- B. REVISED (Supersedes all previous submissions)
- C. OTHER (Specify)

B. PROJECTED START DATE C. PROJECTED COMPLETION DATE

3. FOR FOLLOW-ON CONTRACT, ENTER PRECEDING CONTRACT NUMBER AND PROJECTED COMPLETION DATE

A. DOES NOT APPLY



B. CONTRACT NUMBER

DATE

4. PROJECT TITLE AND OTHER IDENTIFYING INFORMATION

5. PERFORMANCE WILL REQUIRE

A. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION

- YES (If "YES," answer 1-7 below)
- NO (If "NO," proceed to 5.C.)

NOT APPLICABLE

NATIONAL SECURITY

RESTRICTED DATA

	NOT APPLICABLE	NATIONAL SECURITY		RESTRICTED DATA	
		SECRET	CONFIDENTIAL	SECRET	CONFIDENTIAL
1. ACCESS TO FOREIGN INTELLIGENCE INFORMATION	<input type="checkbox"/>				
2. RECEIPT, STORAGE, OR OTHER SAFEGUARDING OF CLASSIFIED MATTER. (See 5.B.)	<input type="checkbox"/>				
3. GENERATION OF CLASSIFIED MATTER.	<input type="checkbox"/>				
4. ACCESS TO CRYPTOGRAPHIC MATERIAL OR OTHER CLASSIFIED COMSEC INFORMATION.	<input type="checkbox"/>				
5. ACCESS TO CLASSIFIED MATTER OR CLASSIFIED INFORMATION PROCESSED BY ANOTHER AGENCY.	<input type="checkbox"/>				
6. CLASSIFIED USE OF AN INFORMATION TECHNOLOGY PROCESSING SYSTEM.	<input type="checkbox"/>				
7. OTHER (Specify)	<input type="checkbox"/>				

B. IS FACILITY CLEARANCE REQUIRED? YES NO

- C. UNESCORTED ACCESS IS REQUIRED TO PROTECTED AND VITAL AREAS OF NUCLEAR POWER PLANTS.
- D. ACCESS IS REQUIRED TO UNCLASSIFIED SAFEGUARDS INFORMATION.
- E. ACCESS IS REQUIRED TO SENSITIVE IT SYSTEMS AND DATA.
- F. UNESCORTED ACCESS TO NRC HEADQUARTERS BUILDING.

FOR PROCEDURES AND REQUIREMENTS ON PROVIDING TEMPORARY AND FINAL APPROVAL FOR UNESCORTED ACCESS, REFER TO NRCMD 12.

6. INFORMATION PERTAINING TO THESE REQUIREMENTS OR THIS PROJECT, EVEN THOUGH SUCH INFORMATION IS CONSIDERED UNCLASSIFIED, SHALL NOT BE RELEASED FOR DISSEMINATION EXCEPT AS APPROVED BY:

NAME AND TITLE	SIGNATURE	DATE
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7. CLASSIFICATION GUIDANCE

NATURE OF CLASSIFIED GUIDANCE IDENTIFICATION OF CLASSIFICATION GUIDES

8. CLASSIFIED REVIEW OF CONTRACTOR / SUBCONTRACTOR REPORT(S) AND OTHER DOCUMENTS WILL BE CONDUCTED BY:

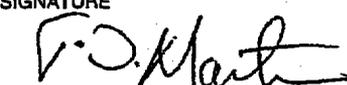
- AUTHORIZED CLASSIFIER (Name and Title)
 DIVISION OF FACILITIES AND SECURITY

9. REQUIRED DISTRIBUTION OF NRC FORM 187 Check appropriate box(es)

- SPONSORING NRC OFFICE OR DIVISION (Item 10A)
 DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT
 DIVISION OF FACILITIES AND SECURITY (Item 10B)
 CONTRACTOR (Item 1)
 SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

10. APPROVALS

SECURITY/CLASSIFICATION REQUIREMENTS FOR SUBCONTRACTS RESULTING FROM THIS CONTRACT WILL BE APPROVED BY THE OFFICIALS NAMED IN ITEMS 10B AND 10C BELOW.

NAME (Print or type)	SIGNATURE	DATE
A. DIRECTOR, OFFICE OR DIVISION Thomas O. Martin, Director	SIGNATURE 	DATE 5/15/03
B. DIRECTOR, DIVISION OF FACILITIES AND SECURITY Thomas O. Martin, Director	SIGNATURE 	DATE 5/15/03
C. DIRECTOR, DIVISION OF CONTRACTS AND PROPERTY MANAGEMENT (Not applicable to DOE agreements)	SIGNATURE 	DATE 5/15/03

REMARKS

PRODUCT WARRANTY INFORMATION

OMNOVA

SOLUTIONS INC.
175 Ghent Road, Fairlawn, OH 44333

STOP AND READ BEFORE INSTALLING

Choosing the Right Wall Surface Treatment for Your Building

OMNOVA's commercial wallcoverings not only provide an attractive decorative wall surface, but also provides a surface that is easy to clean and very durable. Thousands of successful installations and satisfied building owners demonstrate the important benefits vinyl wallcovering provides.

When selecting a wall surface treatment, including vinyl wallcovering, you should always take into account the requirements of the particular building in which it is to be installed. Before and after installing any wall surface treatment care must be taken to eliminate any sources of liquid or vapor moisture accumulation on, in or behind the interior surface of a wall. Moisture accumulation generally results from poor design, construction or maintenance of a building or building systems such as leaking exteriors, improper HVAC and other causes. Moisture accumulation in, on or behind a wall can result in mold and mildew. In almost all cases, good design, construction and maintenance will prevent moisture accumulation.

Wall surface treatments will restrict the escape of any moisture which does accumulate on, in or behind a wall. Vinyl wallcovering, because it is designed to be durable and cleanable, has low permeability and may be more of a barrier to moisture escape than some other wall surface treatments.

If there are unusual circumstances such that moisture accumulation cannot be prevented by how your building is designed, constructed or maintained, then your choice of wall surface treatment should take this into account. You should always consult with an architect, designer, or contractor who is familiar with your building and region about what wall surface treatment is right for your building.

Double Hanging

Vinyl wallcovering must not be hung over other wallcovering. If a fire were to occur, wallcovering hung over other wallcovering will result in increased smoke generation, flammability, and toxicity. Any such hanging is in violation of OMNOVA's wallcovering use instructions and voids all product warranties. OMNOVA will not be responsible for improper use of its products.

Final Instructions

Important-If at any time during the installation a discrepancy is discovered, STOP. Contact your distributor or dealer to resolve before proceeding.

Before cutting, examine goods to make certain pattern color is satisfactory and as ordered. Claims will not be accepted for cut yardage. Check all roll tickets to determine if more than one run or lot of the same pattern is to be installed.

Cut panels and install headers in roll number sequence, making sure that run numbers are broken at INSIDE corners only. COMMERCIAL WALLCOVERING MUST BE INSTALLED IN REVERSE ROLL NUMBER SEQUENCE. Allow for matching of repeats and trimming at the ceiling and the baseboard.

INSTALL ALL WALLCOVERING UNDER ADEQUATE LIGHTING. EVALUATE FOR COLOR UNIFORMITY UNDER PERMANENT LIGHTING CONDITIONS. WHEN THIS IS NOT POSSIBLE, DUPLICATE THE FINAL LIGHTING CONDITIONS AS NEARLY AS POSSIBLE.

Do not install wallcovering unless a temperature above 55°F is maintained in both areas of installation and storage for three days prior to and throughout installation and for three days after the installation. For new construction, the area of installation should be weather-tight with HVAC settings similar to those of an occupied area. Do not install if temperatures exceed 100°F. All materials used in connection with installation, including without limitation all adhesives, primer, pigmented primer/sealers, and adhesive promoting primer, must be good quality

commercial grade materials. If there are any questions concerning the surface to be covered, a test installation of at least three strips applied three days in advance of the main installation is recommended.

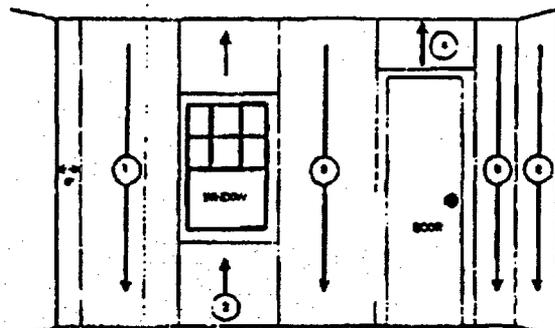
Surface Preparation

Proper surface preparation is essential for a quality wallcovering installation.

1. The wall surface should be smooth, clean, dry, structurally sound and free of mildew, grease, or other stains. Remove any mold or mildew from walls with a commercially available cleaning solution or warm soapy water and treat surfaces with a diluted bleach solution to inhibit further mold or mildew growth. Any loose paint must be removed from the wall. (See paint testing next page.) Glossy and semi-gloss paint must be primed with a good quality wallcovering primer. Any wall irregularities should be corrected with either spackling or drywall compound. Ballpoint ink, grease, lipstick, crayon, or any foreign contamination should be cleaned, or removed from the wall, or sealed with a stain killer primer/sealer to prevent any bleeding of the mark or stain through the wallcovering. Marking pen inks must be removed from the wall.
2. Ideally, new plaster wall should age 60-90 days before painting or installing wallcovering. If you cannot wait, then wash newly plastered walls with a zinc sulfate solution to neutralize the lime (2-4 pounds of zinc sulfate crystals per gallon of water). Old plaster walls should have efflorescence crystals removed.
3. Remove old wallcovering completely. After wallcovering is removed, remove remaining adhesive with adhesive remover, then rinse the wall and allow to dry. Prime the wall with wallcovering primer. If the old wallcovering is peelable, remove both the top and bottom layer of wallcovering.
4. ANY OF THESE PROCEDURES SHOULD BE FOLLOWED WITH AN APPLICATION OF WALLCOVERING PRIMER.
5. On plastered or painted walls, apply wallcovering primer. On new drywall, apply opaque/white wallcovering primer.

Application

1. This wallcovering requires the use of heavy duty clay based adhesive for 20 oz. or higher weight wallcovering. Wallcovering that is 18 oz. or less can use a heavy duty clear adhesive.
2. When installing textured or non-matched patterns, reverse hanging of alternate strips is required to ensure color continuity from strip to strip.
3. AFTER THREE STRIPS ARE INSTALLED, INSPECT THE WALLCOVERING. IF THE PATTERN/EFFECT IS NOT ACCEPTABLE, OR IF THERE IS VARIATION IN COLOR, DISCONTINUE HANGING AND CONTACT THE DEALER OR DISTRIBUTOR IMMEDIATELY. OMNOVA SOLUTIONS INC. will not be liable for labor charges over three strips. Defective wallcovering will be replaced. Occasionally, textured wallcovering panels when reversed, if paneling occurs install as non-reversed pattern and evaluate appearance.
4. Determine whether the pattern match is random, straight across, or drop match. Measure the wall height, allowing for pattern match, add 4 inches, and then cut the wallcovering. It will overlap onto the ceiling and the base board approximately 2 inches.
5. Apply the recommended adhesive to the back using either a pasting machine or a paint roller. Work the adhesive in to cover the back completely, especially near the edges. Fold each end toward the middle, pasted sides together, aligning the edges carefully so they do not dry out. Caution: Do not crease the wallcovering. Allow to "relax" or book for 10 minutes (booking). This will allow the adhesive to penetrate the wallcovering fabric which is important for a successful installation. (Perforated wallcovering may need to be dry hung).



6. Many geometric and matched patterns may require table trimming with a straight edge to ensure pattern uniformity across seams. Other patterns should be overlapped and double cut on the wall. Care should be exercised so that the wallboard underneath is not scored. A double cutting tool or seam pad is recommended to prevent scoring the wall. The selvege (excess trimmed edge) should be removed from the wall and the seam closed within one hour.
7. Hang the first strip to a plumb line and allow it to overlap onto the ceiling and baseboard. Use a smoothing brush, broad knife, or plastic smoother to remove any air bubbles and to make sure all of the wallcovering has made good contact to the wall. Trim with scissors or razor knife at the ceiling and baseboard, around windows, etc.
8. Use a seam roller to flatten the edges at the seams, ceiling, and baseboard. Use light pressure. Do not press hard enough to remove the adhesive from underneath the wallcovering. Place the second strip to the edge of the first strip (or overlap and double cut) and smooth out firmly. Repeat step #8. Sponge each strip with clean water to remove any excess adhesive. Use a soft bristle brush to clean if necessary. Change this wash water frequently. Blot these surfaces dry with a clean towel. Be certain to wash the ceiling and the baseboard to remove any paste residue. Do not leave any overlap at the seams since vinyl will not adhere to itself. Seams should be vertical, have a tight fit, and be free from air and paste bubbles. Seams should not be located closer than 6" to corners.
10. After three panels are smoothed to the wall surface and excess paste removed, examine the installed panels for color uniformity. Panels on non-matching patterns normally have a width on the wall of 51-53 inches. Geometric and other matching patterns vary in "on the wall" width. It may be necessary to trim one or both selvages further to obtain uniform color match across seams. Proceed in the same manner around the room. Any objectionable variations in color and/or pattern match must be immediately communicated to the manufacturer's representative for inspection before proceeding further with the installation.

Testing Paint for Moisture Sensitivity:

Hold a wet sponge or cloth to the paint surface for 15 seconds, then rub the surface vigorously with a cloth. If no paint, or only a slight amount of paint is removed, then the paint should be sound. This wall can be primed with a good quality wallcovering primer. If all, or a large quantity of the paint is removed, then the wall should be washed with ammonia and water or sanded and washed to remove the paint. A good quality opaque/white wallcovering primer should be used to prime the wall.

Testing Paint for Adhesion to the Wall:

Cut three small 'x's into the painted wall surface then apply a piece of Scotch clear cellophane tape over the 'x's. Yank the tape off vigorously. Inspect any paint on the tape; no paint flakes indicate good adhesion. This wall can be primed with a good quality wallcovering primer. Paint flakes on the tape indicates that the paint adhesion to the wall surface is not adequate for hanging the wallcovering. The wall surface should be sanded with coarse sandpaper to remove or break through the existing paint. The sanded surface should be primed with a good quality wallcovering primer.

Warranty

Subject to the conditions and limitations below, OMNOVA warrants to Customer that for a period of five (5) years from the date of shipment our fabric-backed vinyl wallcovering products will not separate from their backings, or exhibit stains caused by bleeding of impurities from the products. This warranty is subject to the condition that when Products are properly installed in accordance with these instructions, adequately maintained and used under normal operating conditions.

OMNOVA INCLUDES INSTALLATION INSTRUCTION WITH EACH ROLL OF WALLCOVERING SOLD. Warranty coverage is subject to the condition that all OMNOVA instructions for installation and care of the Products are followed.

This warranty is subject to the further condition that Customer notifies OMNOVA immediately in the event any Product at any time demonstrated characteristics that may give rise to a claim under this Warranty.

No warranty claim will be allowed by OMNOVA with respect to any Product purchased for further processing.

Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result, in whole or in part, of: (a) accident, abuse, misuse, vandalism, or other damage to or alteration of the Product(s) by persons other than OMNOVA employees; (b) combining incompatible products using incompatible materials, accessories or supplies; (c) fires, floods, moisture accumulation into the wall system or other similar and dissimilar natural causes; (d) damage, neglect, alteration, or any impairment of the Product(s) resulting from causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use; or (e) any acts, omissions, causes, or events beyond the control of OMNOVA. Any claim or dispute between Customer and OMNOVA arising out of or relating to the Products shall be resolved by final and binding arbitration in accordance with the center for Public Resources rules for non-administered arbitration.

THE WARRANTY SET FORTH ABOVE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, EVEN IF SUCH PURPOSE IS KNOWN TO OMNOVA. OMNOVA NEITHER ASSUMES (NOR HAS AUTHORIZED ANYONE TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH ITS PRODUCTS.

Remedy/Limitation of Liability

If OMNOVA determines that any Product supplied by OMNOVA does not meet this warranty, OMNOVA will replace each such Product or (at OMNOVA's option) shall refund the net purchase price (after discounts, rebates, and other allowances). CUSTOMER'S SOLE REMEDIES WITH RESPECT TO THE PRODUCTS ARE SET FORTH IN THIS WARRANTY. OMNOVA WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION ARISING OUT OF OR IN CONNECTION WITH ITS PRODUCTS, OR THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE OF ITS PRODUCTS (whether based upon breach of warranty, negligence, strict liability, tort, breach of contract or any other legal theory), including, (by way of example and not by way of limitation) any damages, expenses, or losses incurred by reason of loss of use, lost revenues, lost profits, damage to associated walls, buildings or, costs of capital or labor, costs of substitute products or facilities, costs of substitute or replacement products or services, costs associated with loss of goodwill or reputation, costs associated with downtime, damages or replacement costs related to tools, building materials, furnishings, or decorations, and any similar and dissimilar damages, expenses, or losses, whether any such liability is based on contract, tort, or other legal or equitable principles. IN NO EVENT SHALL OMNOVA'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

Cleaning of Wallcovering

Stains should be removed as soon as possible to eliminate any possible reaction between the staining agent and the wallcovering. Time is especially important for removing materials containing colors or solvents, such as ballpoint ink, lipstick, oil, shampoo tints, and some foodstuffs. If soil remains on the wallcovering too long, permanent discoloration may develop.

Vinyl wallcovering should not be sprayed with wax or other protective coating. Such applications can discolor the material, and in any case, offer little protection. Ordinary dirt and smudges can be removed with a mild soap, warm water, and if necessary, a bristle brush to remove dirt from the crevices of deeply textured patterns. Clean from the bottom of the wall upward to protect the baseboard and to prevent streaking. Rinse thoroughly with clean water from the top down using a sponge.

Deeply embossed wallcoverings need extra attention in case suds or loosened dirt lodges in depressed surfaces. Blot wallcovering dry with a soft, lint-free towel. For more difficult stains that are only surface deep, the use of a stronger detergent is recommended. Try an inconspicuous spot first before attempting the entire wall. Always rinse the wall well after applying a detergent. Not recommended for cleaning are steel wool or powdered abrasive cleaners because they mar the surface leaving an unsightly appearance. Do not use active solvent-type cleaning preparations, such as nail polish remover, tar and bug removers, etc., because they will remove print and/or finish from the wallcovering.

VINYL
WALLCOVERINGS

Installation Instructions

Koroseal® Wallcoverings

INSTALLATION INSTRUCTIONS

STOP! PLEASE READ BEFORE USING

If you have any questions about the proper installation of this product, please call your Distributor or contact your Koroseal Wallcoverings Sales Representative before proceeding.

Preparation of Goods

Examine goods to assure that pattern, color, quantity and quality are as ordered. Separate goods by shade lot number and organize in roll number sequence.

Preparation of Surface

Surfaces to be covered must be clean, smooth, dry and structurally sound. Loose paint or other wallcoverings must be removed. In order to ensure maximum smoothness of installation, nail heads, nicks, gouges and other surface imperfections should be filled, sanded smooth and sealed. On new walls, dry wall joints should be taped, bedded and sanded smooth.

On new drywall to allow for future stripability, you should prime with a pigmented acrylic primer/sealer such as Professional Ultraprime or equivalent. Then use Koroseal® Adhesive, A-848-B. For nonporous difficult surfaces you should use an adhesion promoting acrylic primer/sealer such as Professional R-35 or equivalent and then use Koroseal® Adhesive, A-848-B.

Walls should be checked with a suitable moisture meter. Moisture content should not exceed 4%. Remove any mildew from walls and treat surfaces to inhibit further mildew growth.

Koroseal vinyl wallcovering can be installed over almost any surface which has been properly prepared. Do not hang vinyl over ball point pen writing, wax crayon, ink marker, oil-based stains or any foreign matter that may bleed through the vinyl. Painted surfaces should be checked for possibility of pigment bleed-through. It is suggested that lead pencil be used to mark vinyl or wall as pencil marks do not bleed.

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KoroSeal Mid-Atlantic

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Application of Wallcovering

Before hanging, examine pattern for color uniformity and repeat in design. Some patterns should be registered or inverted, depending on texture and color, in order to insure color uniformity. Follow instructions packaged with roll. Only full widths of material should be used for the most satisfactory installation. All material must be installed in roll sequence (numerical) within a shade lot starting with the highest number first and going in decreasing order, with each strip in sequence as cut from the roll.

Headers can cause unsatisfactory shading if hung out of sequence. All of the KoroSeal Wallcovering is pre-trimmed and much of it can be butt-seamed. Overlapping and double-cutting and pre-trimming both have advantages in making acceptable seams. Do not "score" dry wall when double-cutting.

As with all vinyl wallcoverings, certain deeply embossed, non-design print patterns will provide a more satisfactory seam if a two to three inch salvage cut is taken from each side of the sheet. When hanging materials it is best to observe from a distance the first two or three sheets before continuing. This will indicate whether or not a deeper "cut-back" is in order. If an "unacceptable" edge is not corrected by a slightly deeper "cut-back", contact your distributor.

Apply an even coat of adhesive to fabric side of material using a stiff bristle brush, roller or printing machine in accordance with label recommendations. The wallcovering should be applied to the wall as

soon as it has become tacky. Smooth surface, working out air bubbles as you go. As each strip is installed, immediately remove excess adhesive from wallcovering surface and seams using natural sponge and a soft bristle brush frequently rinsed in clean warm water. Dry with clean cotton toweling, professional vinyl cleaner/wallpaper remover should be used where adhesive has dried. Those recommended wallcovering adhesive products have been specifically developed for use in these applications. We are not responsible for the appearance and performance of KoroSeal Wallcovering not applied according to these instructions.

Vertical joints should not occur less than 6" from outside or inside corners.

Do not install wallcoverings unless a temperature above 55°F is maintained in both areas of installation and storage. Permanent building lights should be available for installation.

If, after applying three (3) strips, there is some question of appearance, stop and contact your distributor.

PRODUCT DATA

Koroseal® Wallcoverings Limited Warranty

Koroseal® Wallcoverings

LIMITED WARRANTY

RJF warrants to Customer that the Products sold by RJF will be free from defects in materials and workmanship for five (5) years from the date of shipment.

RJF INCLUDES AN INSTALLATION INSTRUCTION AND CARE SHEET WITH EACH ROLL OF WALLCOVERING SOLD. Warranty coverage is subject to the condition that all RJF Instructions for installation and care of the Products are followed. IF THE INSTALLATION INSTRUCTION AND CARE SHEET DOES NOT ACCOMPANY ANY PRODUCTS SOLD BY OR FOR RJF, CONTACT RJF OR YOUR RJF DISTRIBUTOR BEFORE INSTALLATION COMMENCES.

In the event RJF determines that any Product supplied by RJF does not meet any warranty, RJF will replace each such Product or (at RJF's option) shall refund the net purchase price (after cash and other discounts). All warranty claims are subject to prompt charges for any service rendered during the warranty period.

No warranty claim will be allowed by RJF with respect to any Product purchased for further processing unless RJF is notified of any alleged defect within 30 days after delivery to Customer and RJF is provided with reasonable opportunity to examine the Product before its use or further processing. This warranty is subject to the further condition that Customer notifies RJF immediately in the event any Product at any time demonstrates any defect in materials or workmanship.

Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result, in whole or in part, of accident, abuse, misuse, vandalism, or other damage or

alteration of the Product(s) by persons other than RJF employees, combining incompatible products, use of incompatible materials, accessories or supplies, fires, floods and other similar and dissimilar natural causes, damage, neglect, alteration, or any impairment of the Product(s) resulting from causes or conditions not associated with ordinary storage, handling, installation, maintenance, service, or use, or any acts, omissions, causes, or events beyond the control of RJF. Furthermore, warranty coverage does not extend to any defect in the Product(s) caused by (a) storage, handling, installing or processing the Product(s) under environmental conditions exceeding those recommended by RJF or generally accepted by industry for the Product(s), or (b) any storage, handling, manufacturing, installation or fabrication process used by Customer involving the Product(s), or (c) any failure to install the Product(s) in accordance with RJF's instructions or recommendations or any generally accepted industry standards or practices for installation or use of wall-covering products, accessories or supplies.

THIS WARRANTY SET FORTH ABOVE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. EVEN IF SUCH PURPOSE IS KNOWN TO RJF, AND IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF RJF, RJF NEITHER ASSUMES (NOR HAS AUTHORIZED ANYONE TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH ITS PRODUCTS.

Limitation of Liability

CUSTOMER'S SOLE REMEDIES WITH RESPECT TO THESE PRODUCTS ARE SET FORTH IN THIS PRICE LIST. RIF WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION ARISING OUT OF OR IN CONNECTION WITH ITS PRODUCTS, OR THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE OF ITS PRODUCTS, including (by way of example and not by way of limitation) any damages, expenses, or losses incurred by reason of loss of use, lost revenues, lost profits, damage to

unassociated equipment or to facilities, costs of capital or labor, costs of substitute products or facilities, costs of substitute or replacement products or services, costs associated with loss of goodwill or reputation, costs associated with downtime, damages or replacement costs related to tools, building materials, furnishings, or decorations, and any similar and dissimilar damages, expenses, or losses, whether any such liability is based on contract, tort, or other legal or equitable principles. IN NO EVENT SHALL RIF'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

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

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, 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." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 2 of 3

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

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

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

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

- 1. Contract number.**
- 2. Sequential voucher/invoice number.**
- 3. Date of voucher/invoice.**
- 4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.**
- 5. Description of articles or services, quantity, unit price, and total amount.**
- 6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.**
- 7. Weight and zone of shipment, if shipped by parcel post.**
- 8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.**
- 9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.**

(BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS - Page 3 of 3

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

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