

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 03-18-2004	2. CONTRACT NO. (if any) GS-29F-0174G	6. SHIP TO:	
3. ORDER NO. DR-10-04-409	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. ADM-04-409	
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 Warehouse	
		b. STREET ADDRESS 5008 Boiling Brook Parkway	
		c. CITY Rockville	e. ZIP CODE 20852

7. TO: NAME OF CONTRACTOR The Thrasher Group Attn: Mr. Dean Thrasher 2201 Van Deman Street Baltimore MD 21224	f. SHIP VIA 8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE ORDER <input checked="" type="checkbox"/> b. DELIVERY/TASK ORDER 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.
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9. ACCOUNTING AND APPROPRIATION DATA Job Code: D2336, B&R No. 44015-511306 BOC: 3121, Fund Source: X0200	10. REQUISITIONING OFFICE \$2,500.00 ADM/DAS/ASAC
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))

a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED

12. F.O.B. POINT Destination	14. GOVERNMENT BL. NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 4-5 Weeks ARO	16. DISCOUNT TERMS Net 30
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)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>IDIQ Type Delivery Order (Indefinite-Quantity) for Thrasher Models SE/BC3666-12 and SE/BC3066-12 bookcases, Finish: D381-60 Fashion Grey with three (3) adjustable shelves with finished back.</p> <p>Refer to Attachment A for pricing and minium and maximum bookcase quantites.</p> <p>Period of performance: March 19, 2004 through March 18, 2005, with two (2) one-year option periods. The second year option-year period of performance is March 19, 2006 through September 30, 2006.</p> <p>NRC Project Officer: Mr. Bruce Ridgley (301) 415-2161 Contractor point-of-contact - Mr. D. Thrasher (410) 633-6980 Estimated Aggregate Total Amount: \$41,969.10 Amount Obligated: \$2,500.00</p> <p>DUNS No. 101478261</p>					

[Signature] 3/18/04
Accepted: _____ Date _____

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	
21. MAIL INVOICE TO:			
a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4			17(h) TOTAL (Cont. pages)
b. STREET ADDRESS (or P.O. Box) Attn: (insert contract or order number)			
c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	17(i) GRAND TOTAL
SEE BILLING INSTRUCTIONS ON REVERSE			Obligated 2,500.00

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Michael Mills TITLE: CONTRACTING/ORDERING OFFICER
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DR-10-04-409
The Thrasher Group

Delivery orders up to the maximum quantities may be placed by the NRC Project Officer during the base year and option year periods. Delivery orders placed by the NRC Project Officer may be verbal, but must be confirmed in writing via facsimile or by mail, and sent to the Contractor within two (2) calendar days after placing the call. By modification to this order, the obligated amount may be unilaterally increased by the Contracting Officer or his/her authorized representative.

The Government is obligated only to the extent of authorized calls made under the IDIQ Delivery Order.

NRC reserves the right to exercise option year periods.

PARTIAL FUNDING

This delivery order is partially funded in the amount of \$2,500.00. The total aggregate amount of orders placed shall not exceed the current obligated amount. The purchase order may be modified at a future date to add additional funds contingent upon their availability. No legal liability on the part of the NRC may arise for performance beyond the amount of this partial funding. Also, the Contractor shall not be obligated to continue performance beyond the amount of this partial funding unless and until the Contracting Officer increases the amount obligated with respect to this order. The estimated aggregate total of this order is \$41,969.10.

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.2 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.3 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.

52.216-18 Ordering.

Ordering (Oct 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from March 19, 2004 through September 30, 2006.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 Order Limitations.

Order Limitations (Oct 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 1 unit, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of 20 units.

(2) Any order for a combination of items in excess of 30 units or

(3) A series of orders from the same ordering office within (not applicable) days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within _____ days after issuance, with written notice stating the Contractor's intent not to

ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity.

Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after December 31, 2006.

(End of clause)

52.217-6 Option for Increased Quantity.

Option for Increased Quantity (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within [insert in the clause the period of time in which the Contracting Officer has to exercise the option]. Delivery of the added items shall continue at the same rate as the like items called for

under the contract, unless the parties otherwise agree.

(End of clause)

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

Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of the expiration on this contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years, 6 months and 12 days.

(End of clause)

The following FAR clauses are incorporated by reference:

52.204-7 Central Contractor Registration (October 2003), alternative 1

52.232-33 Payment by Electronics Funds Transfer - Central Contractor Registration

Attachment A

Base-Year Period:

1. Thrasher Model No. SE/BC3066-12, Finish D381-60, Fashion Grey, adjustable shelves/finished back.

Est. Minimum Order: 10 Each	Est. Maximum Order: 20 Each
Unit Price <u>\$457.18</u>	Total Amount <u>\$9143.60</u>

2. Thrasher Model No. SE/BC3666-12, Finish D381-60, Fashion Grey, adjustable shelves/finished back.

Est. Minimum Order: 5 Each	Est. Maximum Order: 10 Each
Unit Price <u>\$457.18</u>	Total Amount <u>\$4571.80</u>

Total Estimated Aggregate Amount for the Base-Year Period: \$13,715.40

Option-Year 1:

1. Thrasher Model No. SE/BC3066-12, Finish D381-60, Fashion Grey, adjustable shelves/finished back.

Est. Minimum Order: 10 Each	Est. Maximum Order: 20 Each
Unit Price <u>\$457.18</u>	Total Amount <u>\$9,143.60</u>

2. Thrasher Model No. SE/BC3666-12, Finish D381-60, Fashion Grey, adjustable shelves/finished back.

Est. Minimum Order: 5 Each	Est. Maximum Order: 10 Each
Unit Price <u>\$457.18</u>	Total Amount <u>\$4571.80</u>

Total Estimated Aggregate Amount for the Option-Year 1 Period: \$13,715.40

Option Year 2:

1. Thrasher Model No. SE/BC3066-12, Finish D381-60, Fashion Grey, adjustable shelves/finished back.

Est.	Est.
Minimum Order: 10 Each	Maximum Order: 20 Each
Unit Price <u>\$484.61</u>	Total Amount <u>\$9,692.20</u>

2. Thrasher Model No. SE/BC3666-12, Finish D381-60, Fashion Grey, adjustable shelves/finished back.

Est.	Est.
Minimum Order: 5 Each	Maximum Order: 10 Each
Unit Price <u>\$484.61</u>	Aggregate Amount <u>\$4,846.10</u>

Total Estimated Aggregate Amount for the Option-Year 2 Period: \$14,538.30

Total Estimated Aggregate Amount for the base-year and all option periods: \$41,969.10