

ORDER FOR SUPPLIES OR SERVICES

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

1 DATE OF ORDER 02-02-2000		2 CONTRACT NO. (If any)		6 SHIP TO		
3 ORDER NO DR-00-0103		MODIFICATION NO.		4 REQUISITION/REFERENCE NO 400A0068		
5 ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: Elinor Cunningham, 301-415-6580 Contract Management Br. #1, M.S. T-712 Washington DC 20555				a NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Lorna Pini		
7 TO				b STREET ADDRESS Mail Stop O-16C1		
				c CITY Washington		d STATE DC
				e ZIP CODE 20555		
a NAME OF CONTRACTOR Roaring Spring Bottling				8 TYPE OF ORDER		
b COMPANY NAME Attn: Brent Smith				<input checked="" type="checkbox"/> a PURCHASE ORDER		
c STREET ADDRESS P.O. Box 4897				Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated		
d CITY Gettysburg				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		
e STATE PA				f ZIP CODE 17325		
9 ACCOUNTING AND APPROPRIATION DATA JOB CODE: D2334 B&R NO: 04015-511115 BOC: 2610 FUND SOURCE: 31X0200				10 REQUISITIONING OFFICE ADM		
11 BUSINESS CLASSIFICATION (Check appropriate box(es))						
<input type="checkbox"/> a SMALL				<input checked="" 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
13 PLACE OF				16 DISCOUNT TERMS Net 30		
a INSPECTION				b ACCEPTANCE		

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)
1	Contractor shall provide the following service for Commissioner Merrifield Office: Five (5) gallon plastic bottle of natural drinking water (estimated usage is 2 bottles per month) \$5.50 ea X 2 bottles per month = \$11.00	24	MOS	11.00	\$264.00	
2	Lease of the hot/cold water cooler	24	MOS	10.00	\$240.00	
3	Four (4) cases of 8 oz. styrofoam cups at 1,000 per case	4	CS	15.00	\$60.00	

Delivery Address:
U.S. Nuclear Regulatory Commission
Office of Commissioner Merrifield, Room 18-F1
11555 Rockville Pike
Rockville, MD 20852

Period of Performance: January 1, 30 2000 through December 31, 2001

18 SHIPPING POINT		19 GROSS SHIPPING WEIGHT		20 INVOICE NO		\$564.00	SUBTOTAL
SEE BILLING INSTRUCTIONS ON REVERSE		a NAME U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer		21 MAIL INVOICE TO		Not-to-exceed	
		b STREET ADDRESS (or P.O. Box) Attn: GOV/COM Acctng. Section T-9H4 (SUBMIT INVOICE IN DUPLICATE)				17(h) (Cont. pages)	
		c CITY Washington		d STATE DC		17(i) GRAND TOTAL	
				e ZIP CODE 20555		\$564.00	

22 UNITED STATES OF AMERICA BY (Signature) *Elinor Cunningham*

23 NAME (Typed) ELINOR CUNNINGHAM
TITLE: CONTRACTING/ORDERING OFFICER

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

PAGE NO
2

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

DATE OF ORDER 02-02-2000	CONTRACT NO	ORDER NO DR-00-0103				
ITEM NO (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	NRC Contact: Loma Pini, 301 415-1850					
	Contractor Contact: Wendy Hegerman, 1-800-526-4060					
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						

ADDITIONAL PURCHASE ORDER 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
52.203-3	GRATUITIES	APR 1984
52.211-16	VARIATION IN QUANTITY	APR 1984
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	JAN 1997
52.225-1	BUY AMERICAN CERTIFICATE	DEC 1989
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
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
52.213-3	NOTICE TO SUPPLIER	APR 1984

**A.2 52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS
(OTHER THAN COMMERCIAL ITEMS) (JUN 1999)**

(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 (Aug 1996) (E.O. 11755).

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

(2) Listed below are additional clauses that apply:

(i) 52.225-11, Restrictions on Certain Foreign Purchases (Aug 1998).

- (ii) 52.232-1, Payments (Apr 1984).
- (iii) 52.232-8, Discounts for Prompt Payment (May 1997).
- (iv) 52.232-11, Extras (Apr 1984).
- (v) 52.232-25, Prompt Payment (Jun 1997).
- (vi) 52.233-1, Disputes (Dec 1998).
- (vii) 52.244-6, Subcontracts for Commercial Items and Commercial Components (Oct 1998).
- (viii) 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) 52.222-20, Walsh-Healey Public Contracts Act (DEC 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States).

(ii) 52.222-26, Equal Opportunity (Feb 1999) (E.O. 11246) (Applies to contracts over \$10,000).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (Apr 1998) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793) (Applies to contracts over \$10,000).

(v) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (Jan 1999) (38 U.S.C. 4212) (Applies to contracts over \$10,000).

(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).

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

(viii) 52.225-3, Buy American Act--Supplies (JAN 1994) (41 U.S.C. 10) (Applies to supplies, and to services involving the furnishing of supplies, if the contract was--

(A) Under \$25,000; or

(B) Set aside for small business concerns, regardless of

dollar value).

(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.)

(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

2052.209-73 CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST

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.