

Purchase Order NO DR-00-0122

ORDER FOR SUPPLIES OR SERVICES

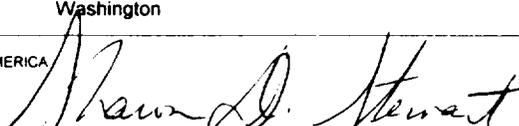
IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1 DATE OF ORDER 3/21/00		2 CONTRACT NO. (if any)		6 SHIP TO	
3 ORDER NO DR-00-0122		MODIFICATION NO		4 REQUISITION/REFERENCE NO 50075011A	
5 ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: Yvette Brown - Mail Stop T-7-1-2 Contract Management Branch 2 Washington DC 20555			a NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Office of Nuclear Material Sfty. & Sfgs.		
			b STREET ADDRESS ATTN: James Thomas Mail Stop T-7 F1		
			c CITY Washington		d STATE DC
					e ZIP CODE 20555
7 TO			f SHIP VIA		
a NAME OF CONTRACTOR Waterloo Hydrogeologic, Inc.			8 TYPE OF ORDER		
b COMPANY NAME			<input checked="" type="checkbox"/> a PURCHASE ORDER		<input type="checkbox"/> b DELIVERY/TASK ORDER
c STREET ADDRESS 180 Columbia St. W. - Unit 1104			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 Waterloo, Ontario, Canada			e STATE		f ZIP CODE N2L 3L3
9 ACCOUNTING AND APPROPRIATION DATA Payment by Yvette Brown Visa Job Code: J5106 B&R No. 05015-302-110 BOC: 3142 FUND SOURCE: X0200			10 REQUISITIONING OFFICE NMSS/DWM - James Thomas		
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	
13 PLACE OF					
a INSPECTION Rockville, MD		b ACCEPTANCE Rockville, MD		30 Days ARO	
				N/A - Visa	

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)
	Visa confirmation for the following software:					
1	Visual MODFLOW	1	EA	845.75	\$845.75	
2	MT3D99	1	EA	595.00	\$595.00	
3	WinPEST	1	EA	340.00	\$340.00	
4	Visual Groundwater	1	EA	1,440.75	\$1,440.75	
5	Shipping and Handling	1	EA	30.00	\$30.00	
FAR Clause 52.232-36 is hereby incorporated by reference.						

PAYMENT BY YVETTE R BROWN VISA

18 SHIPPING POINT		19 GROSS SHIPPING WEIGHT		20 INVOICE NO.		\$3,251.50	SUBTOTAL
21. MAIL INVOICE TO:							
SEE BILLING INSTRUCTIONS ON REVERSE		a NAME U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer					17(h) TOTAL (Cont. pages)
		b STREET ADDRESS (or P.O. Box) Attn: GOV/COM Actng. Section T-9H4					
		c CITY Washington		d STATE DC	e ZIP CODE 20555	\$3,251.50	17(i) GRAND TOTAL
22 UNITED STATES OF AMERICA BY (Signature) 				23 NAME (Typed) Sharon Stewart		TITLE: CONTRACTING/ORDERING OFFICER	

TERMS AND CONDITIONS

(APPLICABLE TO OPEN MARKET COMMERCIAL SIMPLIFIED ACQUISITIONS)

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 the full text available. (Clauses which are not applicable are self-deleting.)

The following terms and conditions apply to this purchase order:

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

___ See attached Addendum when checked

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES FOR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 1996)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- ___ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ___ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ___ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ___ (6) 52.222-26, Equal Opportunity (E.O. 11246).
- ___ (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- ___ (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

- ___ (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212)
- ___ (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- ___ (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ___ (12) Reserved.
- ___ (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).
- ___ (14) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- ___ (15)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- ___ (15)(ii) Alternate I of 52.225-21.
- ___ (16) 52.239-1, Privacy or Security Safeguards (U.S.C. 552a).
- ___ (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

- ___ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

TERMS AND CONDITIONS (CONTINUED)

(d) 'Comptroller General Examination of Record.' The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246).

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

NRC Acquisition Clauses - 48 CFR 20

2052.209-73 Contractor Organizational Conflict of Interest

Other Applicable Clauses

___ See attached Addendum when checked