

ORDER FOR SUPPLIES OR SERVICES

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

| | | | | | | |
|---|--|---|--|---|-----------------------|-----------------------------|
| 1. DATE OF ORDER 10-20-1999 | | 2. CONTRACT NO. (if any) | | 6. SHIP TO: | | |
| 3. ORDER NO. DR-00-0008 | | MODIFICATION NO. | | e. NAME OF CONSIGNEE U. S. Nuclear Regulatory Commission Office of Administration | | |
| 4. REQUISITION/REFERENCE NO. 400A0006 | | b. STREET ADDRESS ATTN: TR Stansbury Mail Stop 0-P137 | | | d. STATE DC | |
| 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 | | | | c. CITY Washington | | e. ZIP CODE 20555 |

| | | | | | |
|--|--|--|--|-----------------------------|---|
| 7. TO: | | | f. SHIP VIA | | |
| a. NAME OF CONTRACTOR ATTN: Peter Stelynk | | | 8. TYPE OF ORDER | | |
| b. COMPANY NAME TNT International Mail | | | <input checked="" type="checkbox"/> a. PURCHASE ORDER | | <input type="checkbox"/> b. DELIVERY/TASK ORDER |
| c. STREET ADDRESS 200 Garden City Plaza | | | 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 Garden City | | | e. STATE NY | f. ZIP CODE 11530 | |
| 9. ACCOUNTING AND APPROPRIATION DATA Job Code: D1909 B&R No: 04015-511115 BOC: 2220 Fund Source: 31X0200 | | | 10. REQUISITIONING OFFICE ADM | | |

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 | | 16. DISCOUNT TERMS | |
| 13. PLACE OF | | | | See below | | Net 30 | |
| a. INSPECTION | | b. ACCEPTANCE | | | | | |

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>SCOPE:</p> <p>This Blanket Purchase Agreement (BPA) is subject to terms Remaining Service and Shipment of International Letter Class and Air Printed Matter Documents. Requests shall be for international mailing only if and when requested by the Contracting Officer or his/her authorized representative. The cost of the shipment and destination rates to be determined when services are requested in accordance with the attached price list.</p> <p>The Period of Performance: October 20, 1999 through September 30, 2000</p> <p>The Government is obligated only to the extent of authorized calls made under this BPA in accordance with the terms and conditions specified herein. The aggregate amount of calls under this BPA may not exceed \$22,000.00.</p> <p>NRC's Account No: 049114 (Continued)</p> | | | | | |

| | | | | | | | |
|-------------------------------------|--|--|-----------------------------|---|--|--------------------------|-------------------|
| 18. SHIPPING POINT | | 19. GROSS SHIPPING WEIGHT | | 20. INVOICE NO. | | SUBTOT: | |
| SEE BILLING INSTRUCTIONS ON REVERSE | | a. NAME U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer | | b. STREET ADDRESS (or P.O. Box) Attn: Division of Accounting & Finance Mail Stop, T-9E2 | | 17(h) TOT. (Cont. pages) | |
| c. CITY Washington | | d. STATE DC | e. ZIP CODE 20555 | | | | 17(i) GRAND TOTAL |
| | | | | | | \$0.00 | |

| | | | | | |
|---|--|--|---|--|--|
| 22. UNITED STATES OF AMERICA BY (Signature) <i>Mary H. Mace</i> | | | 23. NAME (Typed) Mary H. Mace | | |
| | | | TITLE: CONTRACTING/ORDERING OFFICER | | |

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| 7. TO: | | c. CITY Washington | | d. STATE DC | e. ZIP CODE 20555 |
| a. NAME OF CONTRACTOR ATTN: Peter Stelynk | | f. SHIP VIA | | 8. TYPE OF ORDER | |
| b. COMPANY NAME TNT International Mail | | <input checked="" type="checkbox"/> a. PURCHASE ORDER | | <input type="checkbox"/> b. DELIVERY/TASK ORDER | |
| c. STREET ADDRESS 200 Garden City Plaza | | 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 Garden City | | e. STATE NY | f. ZIP CODE 11530 | 9. ACCOUNTING AND APPROPRIATION DATA | |
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| | 21. MAIL INVOICE TO: | | | | | | |
| | a. NAME U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer | | | | | | |
| | b. STREET ADDRESS (or P.O. Box) Attn: Division of Accounting & Finance Mail Stop, T-9E2 | | | | | | |
| c. CITY Washington | | d. STATE DC | e. ZIP CODE 20555 | | \$0.00 | | |

22. UNITED STATES OF AMERICA
BY (Signature)

Mary H. Mace

23. NAME (Typed)
Mary H. Mace

TITLE: CONTRACTING/ORDERING OFFICER

DR-00-0008

TNT International Mail

**ORDERING PROCEDURES AND LIMITATIONS:
CALL NUMBERS**

Orders placed under this BPA may be verbal with written confirmation to be sent to the Contractor (via facsimile or mail). Such orders are hereinafter referred to as calls. Each call placed will be assigned a sequential call number.

AUTHORIZATION TO PLACE CALLS:

The following NRC employees (ordering officials) are authorized to place calls up to \$2,500.00 only:

Reggie Stansbury 301-415-2095 (Project Officer)
Eddie Weddle

Any calls in excess of \$2,500.00 are to be authorized by the Contracting Officer.

The Contractor shall accept orders against this BPA from a Contracting Officer or those authorized ordering officials indicated above, and the Government will be obligated only to the extent of such orders.

The NRC representatives shall provide the contractor with written confirmation of the call sheet of the work/services to be performed when placing calls against this order.

DELIVERIES:

All deliveries shall be made within the delivery schedule agreed upon by the Contractor and the ordering official at the time the call is placed within the terms and conditions specified herein.

In the event of any delay in meeting the agreed upon delivery date, the Contractor shall provide an explanation to the ordering official.

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The Contractor shall provide delivery tickets with each delivery as indicated below:

- a. Name of supplier
- b. Purchase order number
- c. Date of call
- d. Name of individual who placed call
- e. Itemized list of services furnished
- f. Quantity, unit price and extension of each item, less applicable discounts
- g. Date of delivery or shipment/services performed

DEFINITION:

"Small package" means a package weighing 70 pounds or less, measuring a maximum of 108 pounds in length and girth combined and containing general commodities except:

- a. Hazardous materials as defined in 49 CFR172.101;
- b. Property of extraordinary value;
- c. Live animals or plants;
- d. Precious metals or stones;
- e. Weapons or firearms;
- f. Liquor or Tobacco products;
- g. Narcotics or other controlled substances unless otherwise accepted by contractor;
- h. Any article which the contractor prohibits its commercial customers from shipping; and
- j. Letters, unless adhering to the criteria established by the U.S. Postal Service Regulations, 39 CFR 310.1.

PRICING AND INVOICES:

The prices charged to the Government shall be as low as or lower than those charged the Contractor's most favored customer.

The Contractor shall provide a copy of any rate changes and address corrections charges to the Project Officer withing five (5) days of rate change.

An itemized summary invoice/statement shall be submitted monthly containing only those calls completed during the monthly period, listing the call number, purchase order number and

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TNT International Mail

amount due. Submit the invoice/statement in duplicate to the following address: (STATE PURCHASE ORDER NUMBER ON ALL INVOICES)

U.S. Nuclear Regulatory Commission
Office of the Controller
Division of Accounting and Finance, T-9E2
Washington, DC 20555

Contractor Telephone Number: 1-888-624-5327

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.).