

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 1

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

1 DATE OF ORDER 01-31-2003		2 CONTRACT NO (If any) GS-15F-1446H		6 SHIP TO	
3 ORDER NO DR-10-03-142		MODIFICATION NO		4 REQUISITION/REFERENCE NO ADM-03-142	
5 ISSUING OFFICE (Address correspondence to) U S Nuclear Regulatory Commission Division of Contracts and Property Mgt Attn Mr. Mike Mills T-7-I-2 Contract Management Center 2 Washington DC 20555			a NAME OF CONSIGNEE U.S Nuclear Regulatory Commission Attn: Mr. Stephen Eslin		
			b STREET ADDRESS Mail Stop, O-P136		
			c CITY Washington		d STATE DC
			e ZIP CODE 20555		
7 TO			f SHIP VIA		
a NAME OF CONTRACTOR International Paper (DBA) XPEDX			8 TYPE OF ORDER		
b COMPANY NAME Attn Mr. Ed Harrison Airport Commons			a PURCHASE ORDER		b DELIVERY/TASK ORDER
c STREET ADDRESS 7445 New Ridge Road			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 Hanover		e STATE MD	f ZIP CODE 21076		
9 ACCOUNTING AND APPROPRIATION DATA Job Code: D2348, B&R No. 340-15-511306 BOC: 2610, Fund Source: X0200			\$20,000.00 10 REQUISITIONING OFFICE ADM		
11 BUSINESS CLASSIFICATION (Check appropriate box(es))					
a SMALL		X b OTHER THAN SMALL		c DISADVANTAGED	
				d WOMEN-OWNED	
12 FOB POINT Destination		14 GOVERNMENT BAL NO		15 DELIVER TO FOB POINT ON OR BEFORE 1-2 Days ARO	
13 PLACE OF		16 DISCOUNT TERMS Net 30			
a INSPECTION		b ACCEPTANCE 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)
	Requirements-Type Delivery Order for "Just-in-Time" delivery of paper products in accordance with the Vendor's GSA Federal Supply Schedule contract (GS15F-1446H) and the following attachments: Attachment A - Statement of Work Attachment B - Product and Pricing information Attachment C - Partial Funding Information Period of Performance: 03-01-2003 through 02-29-2004 The Requirements clause (FAR 52.216-21) is incorporated as part of this Delivery Order, in full text and is attached. Vendor Point of Contact - Ed Harrison, 1-877-469-7339 Ext. 8504. By acceptance of this order the vendor hereby certifies that all products delivered to the NRC under this delivery order shall contain the minimum Post-Consumer and Recovered-Material contents specified for each line item in Attachment B Obligated Amount: \$20,000.00 Total Estimated Aggregate Amount\$269,029.00					

SEE BILLING INSTRUCTIONS ON REVERSE	18 SHIPPING POINT		19 GROSS SHIPPING WEIGHT		20 INVOICE NO		SUBTOTAL		
	21 MAIL INVOICE TO							17(h) TOTAL (Cont pages)	
	a NAME U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer							Obligated Amount \$20,000.00	
	b STREET ADDRESS (or P O Box) Attn: GOV/COM Acctng. Section T-9H4								
c CITY Washington		d STATE DC	e ZIP CODE 20555		17(i) GRAND TOTAL				

22 UNITED STATES OF AMERICA BY (Signature) *Robert Webber*

23 NAME (Typed) Robert Webber

TITLE CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

OPTIONAL FORM 347 (6/95)
ADM002

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 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.4 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.5 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)

52.216-21 Requirements

Requirements (Oct 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) 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 60 calendar days from the effective expiration date.

(End of clause)

NRC STATEMENT OF WORK

I. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) Headquarters is located in Rockville, Maryland. At this location, NRC operates a supply program that supports the daily office supply needs of approximately 1,800 NRC employees working at this site. A critical part of this supply program is the various types of paper required to print/copy NRC's documents and the paper-products (envelopes, shipping sacks, etc.) used to distribute them through the mail.

To reduce the overall cost of the NRC Headquarters office supply program, NRC converted from a supply purchase process which consisted of buying supplies in large "bulk" amounts, storing them in the NRC's warehouse and re-delivering them when needed to the NRC Supply-Room, to a more cost-efficient method consisting of purchasing the office supplies in smaller amounts on an "as-needed" basis, including delivering most supply shipments directly to the NRC Supply-Room, instead of the nearby NRC Warehouse.

NRC has determined that for this new supply delivery process to be effective, the vendor selected by NRC to deliver the paper and paper-products that will be purchased under this agreement must be very reliable (consistently provide an item that meets the NRC's specifications), accurate (consistently deliver the correct item and quantity that NRC ordered) and timely (consistently deliver the correct item to NRC within the time-frame promised by the vendor).

II. - OBJECTIVE

The objective of this agreement is to provide the NRC Headquarters location with reliable, accurate and timely delivery of a variety of paper and paper-products on an "as-needed" basis, in order to minimize the need for NRC to maintain a large reserve of supplies on-site at the NRC facility. NRC refers to this process of maintaining a small on-site office supply inventory, which (based on actual usage) is replenished by orders placed with the vendor, as the NRC "Just-In-Time" (JIT) supply acquisition program.

III. - SCOPE

The purpose of this agreement is to provide NRC with a consolidated source which can provide the agency with timely delivery of the NRC "Stock" paper items listed in **Attachment-B**, and additional Special Request items (usually required by the NRC's Print Shop) during the period of this agreement. The specifications and minimum requirements for each NRC Stock item are provided in **Attachment-B**. Since the NRC can not identify in advance all of the specific "Special Request" items that may be needed by NRC during the period of performance of this agreement (in order for their unit-pricing to be negotiated prior to award) the vendor selected for the award of this agreement shall guarantee NRC that the unit-prices charged to NRC for all "Special Request" items shall be limited to the same unit-prices the vendor normally charges their "Most Favored Customer" for that item in similar quantities. A limit of \$2,500.00 on individual orders shall apply to "Special Request" items purchased under this agreement.

During the entire period of this agreement, NRC reserves the right to purchase any item from another source if the vendor can not supply the correct item in time to meet NRC's requested delivery schedule for that order.

Attachment A**IV. - CONTRACT REQUIREMENTS**

During the entire period of performance of this agreement, the vendor shall comply with all terms, conditions, deliverables and requirements stated in this Statement Of Work.

IV.A. - VENDOR SERVICES PERFORMANCE STANDARDS:

The offeror selected as the Vendor for this agreement shall be:

- 1.) Very **reliable** (i.e. - the Vendor shall ensure that any items purchased by NRC under this agreement fully comply with NRC's specifications and minimum requirements for each item 100% of the time) and shall supply NRC with all of the paper and paper-products listed in **Attachment-B**;
- 2.) Very **accurate** (i.e. - the items delivered by the Vendor to NRC shall be the correct item that NRC ordered and shall be in the correct quantity that NRC ordered 99% of the time, unless the NRC Project Officer has approved (in advance) any change in the type and/or quantity;
- 3.) Very **timely** (i.e. - the Vendor shall deliver each NRC order (call) within the deliver schedule guaranteed by the vendor under this agreement, at least 99% of the time). For NRC "special request" orders (items not listed in Attachments-A), the vendor shall deliver the supply order (call) within the delivery schedule agreed to by the vendor at the time NRC places the order, at least 99% of the time

NRC reserves the right to terminate for default any order (call) and/or this entire agreement at no cost to NRC, should the vendor fail to fully comply with the "Vendor Services Performance Standards" listed above. NRC's termination of any individual order (call) due to the vendor's failure to comply with the "Vendor Services Performance Standards" listed above, shall not relieve the Vendor of the requirement to comply with all terms and conditions of this agreement for all other NRC supply orders (calls) placed by NRC under this agreement, during the period of performance

IV.B. - UNIT PRICING:

The Vendor shall submit unit-pricing for all of the NRC stock supply line-items listed in **Attachments-B**. To be accepted for consideration for award of this agreement by NRC, the vendor shall complete all of the information requested by NRC in **Attachment-B** and NRC reserves the right to not award this agreement to a vendor that fails to provide this information.

ATTENTION: Delivery of all items under this Agreement shall be "F.O.B. Destination" and the Vendor's unit-pricing for all items shall include all costs for "inside-delivery" to the three NRC locations listed in this agreement.

The vendor shall provide NRC with the unit-pricing discounts available from the vendor for ordering each supply line-item in larger quantities. The vendor shall ensure the NRC Project Officer is notified of the quantity of issue for each supply item that results in the lowest unit price for NRC

NRC intends to purchase most items in quantities that achieve a favorable unit-price. Further, the Vendor shall inform the NRC Project Officer of the quantity of each supply line-item that are included in any container (e.g., quantity in a box, case, bundle, carton, pallet, etc.), in order for NRC to be able to

Attachment A

place orders for supplies in bulk-lots if desired, to reduce packaging and the administrative burden of shipping/receiving the items

IV.C. - SECURITY

The Vendor shall ensure that all drivers delivering the Vendor's products to the NRC OWFN location shall upon arrival at the NRC's premises, immediately present themselves to the NRC guard stationed at the loading dock and comply with the guards directions.

IV.D. - VENDOR COMPLIANCE WITH NRC SPECIFICATIONS:

During the entire period of this agreement, the vendor shall always provide NRC with items that fully comply with all NRC specifications.

IV.E. - VENDOR COMPLIANCE WITH MANDATORY REQUIREMENTS OF "GREENING THE GOVERNMENT" FEDERAL INITIATIVES:

The vendor shall provide NRC with supplies that fully comply with the mandatory requirements of Executive Order 13101 "Greening The Government Through Waste Prevention, Recycling and Acquisition" (see www.ofee.gov) implemented through EPA's Comprehensive Procurement Guidelines (CPG) and Recommended Recovered Material Content Ranges (RMAN) (see www.epa.gov/cpg), unless the item is available from a source under the Javits-Wagner-O'Day (JWOD) program. In that case, NRC is committed to purchasing the JWOD item. NOTE: The mandatory requirements of E.O. 13101 and EPA's CPG and RMAN have already been incorporated into the NRC's specifications and minimum requirements contained in **Attachment-B**.

IV.F. - ENVIRONMENTALLY PREFERABLE PRODUCTS (EPP):

In addition to the mandatory items specified above, the NRC is committed to the purchase of supplies that contain recovered materials and/or have "environmentally preferable" attributes. The vendor shall actively seek out the availability in the market-place of supplies that contain higher recovered content and other EPP attributes such as reduced packaging, energy efficiency, bio-based content, and "Green" chemical composition and provide a report of proposed alternative supply items in accordance with the report requirements of Subsection VII.A. of this agreement.

By acceptance of the award of this agreement, the vendor certifies that all products delivered to NRC shall contain the minimum Post-Consumer and Recovered Material contents specified for each line-item in Attachment-B. In addition, upon receipt of a request by NRC, the vendor shall provide the NRC Project Officer with sufficient documentation to prove compliance of any supply item with NRC's specifications and minimum requirements. NRC prefers that the products and/or boxes/labels state the recycled product contents.

IV.G. - VENDOR PROVISION OF MATERIAL SAFETY DATA SHEETS (MSDS):

The Vendor shall provide the NRC Project Officer with the applicable Material Safety Data Sheet (MSDS) prior to NRC receiving any supply item covered by an MSDS.

V. SUPPLY ORDER PROCESSING:

The Vendor shall strictly adhere to the NRC procedures listed herein for processing any of NRC's orders (calls).

V.A. - LIST OF NRC PERSONNEL AUTHORIZED TO PLACE ORDERS (CALLS):

The Vendor shall only accept orders under this agreement and NRC shall only be monetarily liable for orders placed under this agreement, by the following NRC personnel.

Stephen Eslin..... NRC Project Officer..... (301)415-2050

Attachment A

Bruce Ridgely NRC Alternate Project Officer..... (301)415-2161
 Dennis Turner..... NRC Authorized Ordering Official ... (301)415-2283
 Renea Bailey..... NRC Authorized Ordering Official. .. (301)415-2265

V.B. - METHODS OF NRC ORDER PLACEMENT:

The NRC authorized personnel listed above will submit supply orders (calls) to the vendor verbally by telephone, or in writing by fax or electronically, from specified order points identified by NRC.

Orders placed by NRC for any of the items currently listed in Attachment-B during the period of this agreement shall be considered orders for NRC "Stock" items. Orders for supplies that are not listed in Attachment-A are considered "Special Request" items.

V.B(1) - NRC ORAL SUPPLY ORDERS:

The Vendor shall accept NRC supply orders orally via telephone, when the call is placed by one of the authorized NRC personnel listed above. All calls placed orally by authorized NRC personnel will be followed with written confirmation by NRC.

V.B(2) - NRC WRITTEN SUPPLY ORDERS:

The Vendor shall accept NRC supply orders in written format via fax or electronically, when the order is approved by one of the authorized NRC personnel listed above. Calls placed under this Agreement will usually be made by NRC using facsimile orders on a pre-printed order-form that is prepared by NRC.

V.C. - INFORMATION TO DOCUMENT NRC ORDERS (CALLS):

The NRC will include the following minimum information when placing all orders(calls):

- 1.) NRC Agreement Order Number
- 2.) Sequential Call Number assigned by NRC for that order
- 3.) NRC stock number matched with the vendor's part number for each line-item
 (The vendor shall ensure that the vendor's part number listed on the NRC's order-form shall be exactly the same as what will be shown on the billing statement.)
 Note: Some "Special Request" items may not have an NRC stock number.
- 4.) Requested quantity of each Unit-Of-Issue (UOI) for each line-item being ordered
- 5.) The UOI of each container line-item (how many in a box, etc.)
- 6.) The cost per UOI
- 7.) The total cost of each line-item for the quantity of the UOI being ordered
- 8.) The total cost of each order (call)
- 9.) The Vendor's account code assigned to NRC
- 10.) The Job Code identified by NRC for each item ordered.
- 11.) The name of the NRC authorized person placing the order (call)
- 12.) The date the order was approved by NRC and submitted to the Vendor

VI. - SUPPLY DELIVERIES**VI.A. - DAILY SCHEDULE FOR ALL DELIVERIES TO NRC:**

The vendor shall make all deliveries of supplies to NRC within the hours of 8:00am to 11 30am and 12:30pm to 4:00pm, Monday through Friday (except federal holidays). Any delivery attempt other than the days and hours indicated require prior approval by the NRC Project Officer.

Attachment A

NRC reserves the right to not accept any deliveries attempted at times other than those stated above, and in that case the vendor shall re-deliver those supplies within the acceptable NRC delivery schedule time-frame stated above during the following business day, at no additional charge to NRC. Refusal by NRC of any delivery attempted outside the acceptable delivery time-frames listed above shall not relieve the vendor of complying with the requirements stated in this agreement for "timely" delivery.

VI.B. - DOCUMENTATION REQUIRED FOR DELIVERIES TO NRC:

Each NRC order will be a separate "call" under this agreement. Each "call" will be assigned a sequential call number by NRC.

VI.B(1) ORDERS FOR NRC "STOCK" ITEMS

All items listed herein in Attachment-B are NRC "stock" items and any of these items delivered to NRC shall be identified on the vendor's packing ticket and invoice by the specific NRC stock number listed for each item in Attachment-B.

VI.B(2) ORDERS FOR NRC "SPECIAL REQUEST" ITEMS

All "special request" items (any item not listed in Attachment-B) shall be identified on the Vendor's packing ticket by the supply item's description. The Vendor shall package supply orders separately for each "special-request" as identified by the NRC ordering official. These "special-requests" shall have the information identified by the NRC ordering official on each package so that NRC receiving personnel can differentiate them from the normal NRC Supply Store "stock" items being delivered.

VI.B(3) VENDOR'S PACKING TICKETS FOR EACH DELIVERY

The vendor shall include a "Packing Ticket" with each delivery to NRC. Two copies of the signed Packing Ticket and whatever other delivery paperwork is required by the Vendor shall be given to the NRC person receiving the order. All packing tickets submitted to NRC by the Vendor, shall contain all of the following information:

- 1) Date the NRC order (call) was placed
- 2) NRC's Agreement Order Number and NRC's assigned Call Number
- 3) Name of the NRC person who placed the order (call)
- 4) Description of each line-item being delivered/invoiced
- 5) Quantity of each line-item requested by NRC, and the quantity being delivered/invoiced by the vendor
- 6) The manufacturer's part-number and the NRC stock number for each line-item being delivered/invoiced
- 7) Place of delivery requested by NRC for the order (OWFN Supply Store Bulk Storage, or NRC Warehouse, or OWFN Print Shop).

When there are multiple boxes for a line item, each box shall be clearly marked or labeled with the NRC call number, the line-item part number and description.

ATTENTION: NRC reserves the right to refuse to accept any delivery from the vendor that does not include all of the information listed above in Subsection VI B. Further, NRC's refusal of any delivery due to the vendor's failure to provide all of the information listed in Subsection VI.B shall not relieve the vendor of the NRC's requirement for delivery of the order within the time-frame guaranteed to NRC by the vendor in this agreement.

VI.C. - UN-LOADING OF THE VENDOR'S DELIVERIES AT NRC:

Attachment A

The vendor shall ensure all deliveries to the NRC One White Flint North Building (OWFN) are made via the loading-dock at the rear of the building. The Vendor's drivers shall immediately present themselves to the NRC Guard at the loading-dock upon arrival on the NRC's premises and comply with the NRC guard's directions. The Vendor shall ensure that their driver off-loads the supplies onto the NRC's loading dock for further deliveries inside NRC buildings. The Vendor shall provide "inside delivery" of the item's ordered when the order (call) specifies delivery to either (1) the NRC OWFN Bulk Storage Area (located just off the NRC OWFN loading dock), or (2) the OWFN NRC Print Shop (located on the same level as the NRC loading dock). NRC will ensure that the path required to provide this "inside delivery" is kept clear and unobstructed. It shall not be the responsibility of NRC personnel to assist in the unloading of any trucks.

ATTENTION: The NRC's loading dock at the One White Flint North Building (OWFN) delivery destination is only 16" high and a truck with a lift gate capacity shall be required for deliveries to that location. The vendor shall ensure that palletized loads are not attempted to be off-loaded using a ramp from a truck-bed higher than 16". Also, because of the congested driving area around the NRC's OWFN loading dock, NRC does not allow "tractor-trailer" trucks to be used for deliveries to the OWFN location.

VI.D. - LATE DELIVERIES:

The vendor shall ensure that deliveries are made within the time agreed upon in the contract or at the option of NRC, the time agreed upon between the vendor's representatives and the NRC authorized ordering officials at the time the order was placed.

Upon receipt of an NRC order for office supplies, the vendor shall notify the NRC/PO immediately if any line-item listed in the order can not be delivered to NRC within the time-frame requested by NRC at the time the order is placed. Additionally, the Vendor shall immediately notify the NRC/PO of the discovery of any delay which will result in a line-item that NRC ordered not being delivered by the date agreed upon between the NRC authorized personnel placing the order and the vendor's representative who received the order.

VI.E. - RESOLUTION OF DISCREPANCIES IN SUPPLY SHIPMENTS:

Prior to NRC receiving the first delivery of supplies under this agreement, the Vendor shall provide the NRC Project Officer with a specific individual to contact for resolving all discrepancies in NRC deliveries. The NRC Project Officer will contact this person to resolve any and all discrepancies that may arise in the performance of this contract. Alternates shall be identified by the Vendor during any absences of the Vendor's primary contact person(s).

All discrepancies in the compliance of a vendor's supply item with NRC's requirements will be reported to the vendor by the NRC Project Officer and the vendor shall provide a suitable replacement for the non-complying item(s) within the time-frame agreed upon between the vendor's representatives and the NRC Project Officer (not to exceed the delivery schedule stated in the agreement for that line-item). All supply line-items rejected by NRC due to the wrong item being delivered or poor quality, etc. shall be removed from NRC premises by the Vendor within 3-business-days, at no charge to NRC.

Upon receipt of notification of a discrepancy by NRC, the vendor shall correct the discrepancy within one business-day. If the vendor requests to investigate the discrepancy claim, the Vendor shall respond on-site at the NRC location of the subject supplies to perform the inspection, within one business-day.

The vendor shall ensure that all NRC orders under this contract shall be shipped complete (all types and requested quantities of items are provided) unless the NRC Project Officer has approved a partial delivery of the items requested in advance of NRC receiving the shipment. Items that NRC ordered

Attachment A

which the vendor can not deliver as a "complete" shipment shall be marked by the vendor on the order as "Back-Ordered" and the time-frame for the delivery of the Back-Ordered items shall be provided to the NRC Project Officer. NRC reserves the right to cancel an order for any items placed on "Back-Order" by the Vendor at any time prior to their delivery to NRC, at no cost to NRC

VI.F. - PACKAGING

All bulk deliveries shall be palletized and shrink-wrapped. Paper items shall be packaged sufficient to eliminate any effect of moisture, etc. during shipping and storage.

VI.G. - PICK UP OF USED PALLETS

The vendor shall pick up all used pallets of the same general type and size as those used by the vendor to deliver supplies to NRC. NRC will have the used pallets stacked on the White Flint One Building loading dock prior to the vendor's delivery of supplies. NRC can not guarantee that all pallets were used by the vendor to deliver supplies to the NRC.

VII. OTHER DELIVERABLES

The Vendor shall provide NRC with all deliverables stated herein within the schedule listed for that item

VII.A. INCENTIVE-FEE FOR THE ANNUAL "ENVIRONMENTALLY PREFERABLE ITEMS REPORT"

Within 60 days of the date of the award of this agreement, the NRC encourages the Vendor to perform a review of the products available in the commercial market-place and deliver to the NRC Project Officer a report of proposed alternative supply items (alternatives to the items already offered by the Vendor in their response to the NRC stock items listed in Attachment-A), that have "environmentally preferable" attributes and/or exceed the NRC's established minimum recovered material requirements, and that can be provided by the Vendor within seven days of an order by NRC. For each alternative item listed, the report shall specify the NRC line item number in Attachment-B (including the NRC stock number for that line item) which the alternative item is being proposed to replace, unit-price offered, delivery schedule offered, and detailed specifications of the alternative item that clearly describe the item's increased recovered material content and/or other environmentally preferable attributes

Within 60-days of NRC's receipt of the report, the NRC will award the Vendor an Incentive-Fee consisting of \$25.00 for each alternative supply line item listed in the report which includes sufficient detailed documentation to enable NRC to validate whether the item meets "environmentally preferable" item requirements and exceeds the NRC's minimum requirements for Recovered Materials content listed in Attachment-B. The Vendor's report shall not include any item previously sold by the Vendor to NRC or listed in the Vendor's pre-award response to the information required by Attachment-B. This Fee will be awarded to the Vendor regardless of whether the NRC decides to purchase the alternative item. The Vendor can identify more than one alternative item in the report for the same NRC line item but they can not have the same basis for being "environmentally preferable" (e.g. the submission of two brands of copy paper that are both made from 30% Recovered Materials is not acceptable). NRC reserves the right to subsequently modify the list of items in Attachment-B, to replace supply line-items with any alternative items from the report, that NRC decides to purchase. **Incentive fees paid by the NRC shall not exceed \$2,500.00**

Attachment A**VII.B. INVOICING:**

After the completion of each calendar month, the Vendor shall submit a monthly invoice to the NRC Financial Operations Section at the following address:

U.S. Nuclear Regulatory Commission
Financial Operations Section, Mail stop T-9-H-4
Washington, DC 20555

The monthly invoice shall include only the NRC supply purchases that were actually delivered during that monthly period

The monthly invoice shall include all of the following information:

- 1.) Itemized list of the individual NRC orders (Calls) delivered during that period,
- 2.) Itemized list of the supply line-items delivered under each NRC Call;
- 3.) Description of each supply line-item being billed;
- 4.) NRC Agreement Number
- 5.) Unit price of each supply line-item billed,
- 6.) The total amounts of each supply line-item and the specific NRC "Calls" that each item was delivered under,
- 7.) Name and address of the Vendor;
- 8.) Invoice date;
- 9.) Shipping and payment terms for each line-item;
- 10.) Mailing address where payment is to be sent by NRC;
- 11.) Any other substantiating documentation or information as required by this Agreement.

NRC reserves the right to deny payment of any invoice from the vendor that fails to contain all of the information listed above in Subsection VII.B. If NRC denies payment of any invoice due to the failure of the vendor to provide all of the information listed above in Subsection VII.B., the vendor shall not charge NRC any interest and/or additional cost for having to re-invoice for the subject order.

VIII. - GOVERNMENT FURNISHED INFORMATION

The following information is attached and is provided by NRC to assist the Vendor in understanding the NRC's requirements and estimated supply consumption for this agreement. However, the purchase quantity estimates listed are NRC's current best-faith projections only and are not binding on NRC since actual NRC purchases under this agreement are based solely on actual consumption

Attachment -B: Provides a list of NRC "stock" supply line-items and the NRC's specifications and minimum requirements for each line-item, as well as the current estimate of annual purchases for each line-item. Also listed are a sample of types of "special" requirement items that NRC has purchased in the past. These "special" items are required on an as-needed basis for specific printing jobs and annual usage requirements are unknown. Attachment B also provides definitions for the Federal "Greening of the Government" terms used in this agreement such as "Recovered Materials" and "Postconsumer Materials", etc.

Attachment A**IX. - PLACE(S) OF PERFORMANCE**

The vendor shall deliver NRC supply shipments to one of the following three destinations as specified by NRC in the individual supply order (call):

1. U.S. Nuclear Regulatory Commission
One White Flint North Building
NRC Supply Store Bulk Storage
Room- P139
11555 Rockville Pike
Rockville, Maryland 20852

2. U.S. Nuclear Regulatory Commission
Warehouse
5008 Boiling Brook Parkway
Rockville, Maryland 20852

3. U.S. Nuclear Regulatory Commission
One White Flint North Building
NRC Print Shop
Room- P133
11555 Rockville Pike
Rockville, Maryland 20852

X. - PERIOD OF PERFORMANCE:

One-Year from: March 1, 2003 to February 29, 2004

Post -Consumer Materials:

A material or finished product that has served its intended use and has been diverted or recovered from waste destined for disposal, having completed its life as a consumer item "Post-Consumer" materials are part of the broader category of "Recovered" materials

Pre-Consumer Materials:

Materials generated in the manufacturing and converting processes, such as manufacturing scrap and trimmings/cuttings.

Recovered Materials:

Waste materials and byproducts which have been recovered or diverted from solid waste, but does not include materials and byproducts generated from, and commonly reused within an original manufacturing process.

Environmentally Preferable:

Products that have a reduced "negative effect" on human health and the environment when compared with competing products. The following are examples of environmentally preferable attributes:

1. Reduced packaging
2. Recovered material content
3. Energy Seal certified
4. Bio-based product Bio-based is defined as commercial or industrial products (other than or feed) that utilize biological products or renewable, domestic, agricultural or non-petroleum products.
5. Chemical composition Chemicals which are biodegradable, less toxic or non-hazardous.

LIST OF NRC "STOCK" PAPER PRODUCTS

1. Paper, Bond, 25%-Rag, White, Letter-Size, with Watermark. Shall be 20-lb basis weight, long grain, with good erasibility and permanence. Each sheet is 8.5" x 11" and shall be packaged with 500 sheets in each ream. Each box (BX) shall contain 10 reams. Shall meet the "Joint Committee on Printing" (JCP) Code-G40 specifications and shall contain at least 30% Post-Consumer Materials.

<u>NRC Stock Number</u>	<u>Vendor's Part No</u>	<u>% of Recovered Materials</u>	<u>% of Post-Consum Mat</u>		
7530-00-616-7384			30%		
<u>Unit of Issue (UOI)</u>	<u>Quantity per (UOI)</u>	<u>Est UOI Purchases For One Year</u>	<u>Offeror's Unit Price</u>	<u>Extended Total Cost per Item</u>	<u>Number of Business Days For Delivery</u>
Ream	500 sheets	10 Reams/CTM	\$ 5.40	\$ —	1-2
Box	5000 sheets	400 BX	\$ 54.00	\$ 21,600.00	1-2

2. Paper, Offset-Book, White, 11" x 17". Shall be smooth finish, long grain, 20lb substance weight, cut sheet size of 11" x 17", normally packaged as 500 sheets per ream. Each box normally contains 5 reams. Each ream shall be individually wrapped to eliminate any effect from humidity or moisture. Shall contain at least 30% Post-Consumer materials.

<u>NRC Stock Number</u>	<u>Vendor's Part No</u>	<u>% of Recovered Materials</u>	<u>% of Post-Consum Mat</u>		
7530-00-NRC-0022X			30%		
<u>Unit of Issue (UOI)</u>	<u>Quantity per (UOI)</u>	<u>Est UOI Purchases For One Year</u>	<u>Offeror's Unit Price</u>	<u>Extended Total Cost per Item</u>	<u>Number of Business Days For Delivery</u>
Ream	500 sheets	5 Reams/CTM	\$ 8.80	\$ —	1-2
Box	2500 sheets	600 BX	\$ 22.00	\$ 13,200.00	1-7

3. Paper, Off-Set Book, Yellow, 11" x 17". Shall be smooth finish, long grain, 20lb substance weight, cut size of 11" x 17", color of bright or medium yellow. Colors such as "Golden-Rod" or light shades of yellow are not acceptable. Shall be packaged as 500 sheets in each ream. Each box normally contains 5 reams. Each ream shall be individually wrapped sufficient to eliminate any effect from humidity or moisture. Shall contain at least 30% Post-Consumer materials.

<u>NRC Stock Number</u>	<u>Vendor's Part No</u>	<u>% of Recovered Materials</u>	<u>% of Post-Consum Mat</u>
7530-00-NRC-0026X			30%

<u>Unit of Issue</u> <u>(UOI)</u>	<u>Quantity per</u> <u>(UOI)</u>	<u>Est UOI Purchases</u> <u>For One Year</u>	<u>Offeror's</u> <u>Unit Price</u>	<u>Extended Total</u> <u>Cost per Item</u>	<u>Number of</u> <u>Business Days</u> <u>For Delivery</u>
Ream	500 sheets	<u>5 Reams</u>	<u>\$12.40</u>	<u>\$ —</u>	<u>1-2</u>
Box	2500 sheets	<u>64 BX</u>	<u>\$31.00</u>	<u>\$ 1984.00</u>	<u>1-2</u>

4. Paper, Bond, 25%-Rag, White, 11" x 17", with Watermark. Shall be 20lb basis weight, white, long grain, with good erasability and permanence. Sheet size of 11" x 17" with 500 sheets in each ream. Each box normally contains 5 reams. Each ream shall be individually wrapped to eliminate any effect from humidity or moisture. Shall meet the "JCP" Code G40 and shall contain at least 30% Post Consumer materials.

<u>NRC Stock Number</u>	<u>Vendor's Part No</u>	<u>% of Recovered Materials</u>	<u>% of Post-Consum Mat</u>
7530-00-NRC-0039X			<u>30%</u>

<u>Unit of Issue</u> <u>(UOI)</u>	<u>Quantity per</u> <u>(UOI)</u>	<u>Est UOI Purchases</u> <u>For One Year</u>	<u>Offeror's</u> <u>Unit Price</u>	<u>Extended Total</u> <u>Cost per Item</u>	<u>Number of</u> <u>Business Days</u> <u>For Delivery</u>
Ream	500 sheets	<u>5 Reams/CTN</u>	<u>\$10.80</u>	<u>\$ —</u>	<u>1-2</u>
Box	2500 sheets	<u>80 BX</u>	<u>\$54.00</u>	<u>\$ 4320.00</u>	<u>1-2</u>

5. Paper, Copy, Letter Size, White. Shall be compatible with most copiers and laser printers. Shall be 20lb substance weight, dual purpose, bright white, long grain and acid free per "JCP" requirements. Shall meet JCP code 065 for government paper use. Shall be packaged with 500 sheets per ream and 10 reams per box. Each ream shall be individually wrapped to eliminate any effect from humidity or moisture. Shall contain at least 30% Post Consumer materials.

<u>NRC Stock Number</u>	<u>Vendor's Part No</u>	<u>% of Recovered Materials</u>	<u>% of Post-Consum Mat</u>
7530-01-NRC-0003X			<u>30%</u>

<u>Unit of Issue</u> <u>(UOI)</u>	<u>Quantity per</u> <u>(UOI)</u>	<u>Est UOI Purchases</u> <u>For One Year</u>	<u>Offeror's</u> <u>Unit Price</u>	<u>Extended Total</u> <u>Cost per Item</u>	<u>Number of</u> <u>Business Days</u> <u>For Delivery</u>
Ream	500 sheets	<u>10 Reams/CTN</u>	<u>\$ 21.75</u>	<u>\$ —</u>	<u>1-2</u>
Box	5000 sheets	<u>10000 BX</u>	<u>\$ 21.75</u>	<u>\$ 217,500.00</u>	<u>1-2</u>

6. Paper, Copy, Legal Size, White. Shall be compatible with most copiers and laser printers. Shall be 20lb substance weight, dual purpose, bright white, long grain and acid free per "JCP" requirements. Shall meet JCP code 065 for government paper use. Shall be packaged with 500 sheets per ream and 10 reams per box. Each ream shall be individually wrapped to eliminate any effect from humidity or moisture. Shall contain at least 30% Post Consumer materials.

<u>NRC Stock Number</u>	<u>Vendor's Part No</u>	<u>% of Recovered Materials</u>	<u>% of Post-Consum Mat</u>		
8105-00-NRC-0003X		15%	50%		
<u>Unit of Issue</u> (UOI)	<u>Quantity per</u> (UOI)	<u>Est UOI Purchases</u> For One Year	<u>Offeror's</u> Unit Price	<u>Extended Total</u> Cost per Item	<u>Number of</u> Business Days For Delivery
Box	250 Each	20 BX	\$ 95.00	\$ 1900.00	1-2

10. Shipping Sack, Reinforced, Uncushioned. Shall be between 14"-15" x 19"-20 5" in size (commercial equivalent is the Jet Lite #7), reinforced with light weight glass fiber or equivalent material. Shall be double layer Kraft material with a fold over flap that can be glued, taped or stapled. A box normally contains 250 each. Shall contain at least 5% Post Consumer materials and at least 5% Recovered materials.

<u>NRC Stock Number</u>	<u>Vendor's Part No</u>	<u>% of Recovered Materials</u>	<u>% of Post-Consum Mat</u>		
8105-00-145-0446		15%	50%		
<u>Unit of Issue</u> (UOI)	<u>Quantity per</u> (UOI)	<u>Est UOI Purchases</u> For One Year	<u>Offeror's</u> Unit Price	<u>Extended Total</u> Cost per Item	<u>Number of</u> Business Days For Delivery
Box	250 Each	15 BX	\$ 95.00	\$ 1425.00	1-2

Partial List of Special Request Paper Items

The following items are requested on an extremely irregular basis and usually in small amounts. NRC can not list all special requirement printing papers, envelopes, tabs, etc., because the requirements are job driven. NRC understands that some of these items may not be available on a next day basis.

1. 11" x 17" Offset Book Paper in colors of Blue, Green, Pink, etc. These papers may be of various substance weights, such as 20lb, 67lb, 90lb, etc.
2. 11" x 17" Vellum Bristol Cover Stock in various colors: Red, Blue, etc. Weights may range depending on NRC Print Shop requirements.
3. 17" x 22" Mactac Removable Matte in various colors.
4. 11" x 28" 4 Ply Railroad Board.
5. Double Reverse Collated Tabs.

6. Carbonless multipart sets for form making. Sets may be two part or three part usually as sets of white, yellow and pick.

7 High Speed Single Reverse Collated Tabs. Punched and unpunched types may be required.

8. Printed Leatherflex 16 PT cover sheets in various colors and printings. (NRC will provide the materials necessary for the metal dies required for the needed printing.)

Attachment C

International Paper (DBA) XPEDX

DR-10-03-142

PARTIAL FUNDING

This delivery order is partially funded in the amount of \$20,000.00. The delivery 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 \$269,029.00.