

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 | 8

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

BPA NO.

1. DATE OF ORDER SEP 07 2006		2. CONTRACT NO. (if any) GS14F0035K		6. SHIP TO:				
3. ORDER NO. DR-10-06-436		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. ADM-06-436		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Stephen Eslin		
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Contract Management Branch No.1 Mail Stop T-7-I-2 Washington, DC 20555				b. STREET ADDRESS 11545 Rockville Pike Mail Stop T-O-P1-41		c. CITY Rockville	d. STATE MD	e. ZIP CODE 20852
7. TO:				f. SHIP VIA				
a. NAME OF CONTRACTOR OFFICEMAX CONTRACT, INC				8. TYPE OF ORDER				
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE		<input checked="" type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 6745 BUSINESS PKWY				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 ELKRIDGE		e. STATE MD	f. ZIP CODE 210756340		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.			
9. ACCOUNTING AND APPROPRIATION DATA JOB CODE: D2334 B&R: 64015-5B1306 BOC: 2610 X0200 JOB CODE: D2348 B&R: 64015-5B1306 BOC: 2610 X0200 DUNS NO: 178923231				10. REQUISITIONING OFFICE ADM Office of Administration				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))						12. F.O.B. POINT Destination		
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALL BUSINESS				
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) SEE BELOW		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)
	<p>This is a Requirement Type Delivery Order issued to OffieMax, Contract No. GS-14F-0035K, under GSA Federal Supply Schedule entitled, "Office Products/Supplies and Services and New Products/Technology, Delivery", Group 75. The contractor shall deliver, the next day, office supplies specified in Attachments A, B, and C, which includes the estimated usage, descriptions, stock numbers, JWOD items, percentage of recovered materials, unit of issuance, total cost for one-year, number of days to deliver the supplies and the Job Code numbers. The quantities of supplies specified herein are estimated only and are not purchased by this delivery order. Except as this delivery order may otherwise provide, if the Government's requirements do not result in the quantities described as "estimated," that fact shall not constitute the basis for an equitable price adjustment.</p> <p>Period of Performance: September 22, 2006 through September 21, 2007</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
21. MAIL INVOICE TO:						17(h) TOTAL (Cont. pages) 17(i) GRAND TOTAL
a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4						
b. STREET ADDRESS (or P.O. Box) Attn: DR-10-06-436						
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555		\$145,000.00	

22. UNITED STATES OF AMERICA
BY (Signature)

Phyllis Bower

23. NAME (Typed)
Phyllis Bower
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

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

PAGE NO.

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

DATE OF ORDER

CONTRACT NO.

ORDER NO.

GS14F0035K

DR-10-06-436

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))						

PERIOD OF PERFORMANCE

The base period is September 22, 2006 through September 21, 2007. Orders up to the maximum quantities may be placed by the NRC Project Officer during the base period. Delivery orders placed by the NRC Project Officer may be verbal, but must be confirmed in writing via facsimile or mail and sent to the Contractor within ten (10) 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 Delivery Order with the terms and conditions specified in the GSA schedule. NRC has currently obligated \$145,000.00 and the Contractor shall not exceed this obligated amount. The NRC Project Officer is Steve Eslin, 301-415-2050.

A.1 PROJECT OFFICER AUTHORITY (FEB 2004)

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Steve Eslin
Address: 11545 Rockville Pike
Mail Stop O-P1-41
Rockville, MD 20852

Telephone Number: 301-415-2050

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1 . Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.â€œ□

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

A.2 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.3 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.4 52.216-18 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 September 22, 2006 through September 21, 2007.

(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.

A.5 52.216-21 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

DR-10-06-436

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 .

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.