

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 6

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

BPA NO.

1. DATE OF ORDER JAN 04 2008		2. CONTRACT NO. (If any) GS14F0035K		6. SHIP TO:	
3. ORDER NO. DR-10-08-394		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
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		4. REQUISITION/REFERENCE NO. ADM-08-394		b. STREET ADDRESS Attn: Stephen Eslin 11545 Rockville Pike Mail Stop T-O-P1-41	
7. TO:		c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852
a. NAME OF CONTRACTOR OFFICEMAX CONTRACT, INC OFFICEMAX GOVERNMENT SOLUTIONS		f. SHIP VIA		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.		Except for billing instructions on the reverse, this delivery 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 ELKRIDGE	e. STATE MD	f. ZIP CODE 210756340			
9. ACCOUNTING AND APPROPRIATION DATA JCN: D2334 B&R:84015-5B1306 BOC:2610 X0200 \$302,000.00 JCN: D2348 B&R:84015-5B1306 BOC:2610 X0200 \$89,000.00 JCN: D2350 B&R:84015-5B1306 BOC:2610 X0200 \$248,956.04		\$639,956.04		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"/> d. WOMEN-OWNED		<input type="checkbox"/> e. HUBZone		<input type="checkbox"/> f. EMERGING SMALLBUSINESS	
<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) SEE BELOW	
a. INSPECTION DUNS NO: 178923231		b. ACCEPTANCE		16. DISCOUNT TERMS Net 30	

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, & C, including the estimated usage, descriptions, stock numbers, JWOD items, percentage of recovered materials, unit of issuance, total cost for 1 year (6 months/w 6 month option) 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: January 4, 2008 through July 31, 2008. Optional period August 1, 2008 through December 31, 2008.</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages) 17(i) GRAND TOTAL
21. MAIL INVOICE TO:						
a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop 9-4 T712						
b. STREET ADDRESS (or P.O. Box) Attn: DR-10-08-394						
c. CITY Washington		d. STATE DC		e. ZIP CODE 20555		\$639,956.04

22. UNITED STATES OF AMERICA
BY (Signature) *Sharlene McCubbin* 1/8/2008

23. NAME (Typed)
Sharlene McCubbin
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

JAN 10 2008

ADM002

A.1 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

(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.

(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.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

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 January 3, 2008 through July 31, 2008.

(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 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 July 31, 2008.

A.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days.

A.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 20 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 18 months.

A.8 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.

NRC STATEMENT OF WORK

I. BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC) Headquarters is located in Rockville, Maryland. At this location, NRC operates an on-site "supply-store" to support the daily office supply needs of over 2,500 NRC employees working at this site.

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 store, 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-store, 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 supplies 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 wide variety of office supplies 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 constantly being 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 supply items covered by this agreement (this agreement will cover over half of the agency's various general office supply needs). NRC reserves the right to remove or add items to the list of NRC stock items covered by this agreement (see Attachments A, B and C for the current list) as NRC needs change during the period of performance, if the vendor has the item on their GSA schedule contract or as an "Open Market" item which can be delivered in the time frame required. All items proposed by NRC to be added to this agreement will first be negotiated with the vendor to establish the unit-pricing, manufacturer and part number. For all items purchased by NRC under this agreement during the period of performance, the vendor shall guarantee that NRC will receive the same unit-pricing as the vendor's "most-favored" customer.

NRC reserves the right to exclude from this agreement the purchase of supplies for NRC's Xerox and Kyocera-Mita equipment items as well as items that NRC will purchase from GSA Advantage and other vendors as required.

It is intended that this agreement will be a "Requirements-Type" Blanket Purchase Agreement (BPA) under the vendor's GSA schedule contract, and that most items purchased will be covered by GSA schedule pricing. NRC reserves the right to also purchase additional items from the vendor that are not under a GSA schedule contract, on an "Open-Market" pricing basis, when the individual order's cost does not exceed \$3,000.00, and the vendor can supply the correct item in time to meet NRC's delivery requirements. For all items purchased by NRC under this agreement on an "Open-Market" pricing basis during the period of performance, the vendor shall guarantee that NRC will receive the same unit-pricing as the vendor's "most-favored" customer. 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 or item.

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 supplies purchased by NRC under this agreement fully comply with NRC's specifications and minimum requirements for each supply item 100% of the time) and shall supply NRC with a wide variety of office supplies (see **Attachments A, B and C** for the list of the current NRC supply items and the NRC specifications for each item);
- 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 supply order (call) within the delivery schedule guaranteed by the vendor under this agreement, at least 99% of the time). For NRC "special orders" (items not listed in Attachments A, B and C), 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.

IV.B. UNIT PRICING AND OTHER INFO NEEDED TO COMPLETE ATTACHMENTS A, B & C:

The Vendor shall submit pricing for as many items listed in **Attachments A, B and C** as the vendor has on their GSA contract and can reliably, accurately and timely supply to NRC when ordered.

For each NRC supply line-item listed in **Attachments A, B and C**, if a JWOD source can not supply that item, the Vendor may submit pricing for an equivalent substitute item (to be equivalent it shall meet or exceed all NRC specifications and minimum requirements). Also, for all items listed in **Attachments A, B and C** that are not provided from JWOD sources, the vendor shall list in Attachment A, B and C, the content of each item's "Percentage of Recovered Materials" and "Percentage of Post-consumer Materials".

To be accepted by NRC for consideration for the award of this requirement, the vendor shall complete all of the information requested by NRC in the applicable column in **Attachments A, B and C**, including the following minimum information for each line-item:

- Offeror's Part number for the supply item to be provided;
- Whether the Offeror intends to provide a JWOD item (state Yes or No);
- Confirm the item proposed is on the offeror's GSA schedule contract (state Yes or No);
- State the item's "percentage of recovered materials"; (if any)
- State the item's "percentage of post-consumer materials"; (if any)
- State the offeror's quantity per "Unit-of-Issue";
The offerors should identify the "Unit-of-Issue and the individual amounts that are contained therein. For example: if the offeror's unit-of-issue is box (BX), then the number of individual items that are in the box must be identified.
- State the offeror's "unit-price" per "Unit-of-Issue";
Offerors shall identify the "unit-price" per each of the vendors "unit-of-issue". This must be the same information as that which will be shown on the billing documents and order sheets. 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 delivery to NRC.
- State the offeror's calculated total cost of each line-item;
- State the offeror's total estimated cost for all items listed in each Attachment;

- State the number of "business-days" within which the offeror can "reliably" deliver each listed supply item to NRC. Due to the limited space of the NRC supply room it is imperative that the vendors delivery schedule be accurate. NRC desires that most items be delivered either by the next business day or within three working days from the date of the order being received by the vendor. If the vendor can not meet the requested time period for any item specified in **Attachments A, B and C**, they must inform the contract Project Manager immediately.

ATTENTION: The NRC reserves the right to not award this requirement to a vendor that fails to provide this minimum information listed above that is needed to complete **Attachments A, B and C**. Also, for each NRC line-item in **Attachments A, B and C**, NRC has provided extra line-space for the vendor to also offer optional supply items to NRC which are more "Environmentally Friendly" (i.e. with higher Recovered Materials and/or Post-Consumer Materials content), if they are available. However, to ensure a consistent cost comparison between offerors, NRC will not use these higher recycled content alternative items when comparing all offerors total cost. The information on these items is requested because NRC is interested in obtaining any available information on the types of products available and price of these types of items, and if the cost is not prohibitive may want to order the items during the contract period.

IV.C. SECURITY

The Vendor shall ensure that all drivers delivering the Vendor's supplies 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 AND RECYCLING GOALS

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

IV.D.(1) VENDOR COMPLIANCE WITH JAVITS-WAGNER-O'DAY ACQUISITION REQUIREMENTS

The vendor shall provide NRC with supplies manufactured under the Javits-Wagner-O'Day (JWOD) program, if they are:

- 1.) Available to the Vendor ; and
- 2.) Can be provided in time to meet NRC's delivery schedule for the individual supply replenishment order being placed; and
- 3.) Fully comply with the NRC's specification for the item (except for recycling content goals). When a supply item is not available from JWOD sources or can not be provided in time from the JWOD source to meet NRC's delivery schedule, the vendor may substitute an equivalent item from a non-JWOD source to fill that order, if the NRC Project Officer has approved the substitution prior to the item being delivered to NRC.

IV.D.(2) VENDOR COMPLIANCE WITH "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 Attachment F), unless the item is available from a JWOD source and the JWOD item does not currently comply with E.O. 13101. In that case, NRC is committed to purchasing the JWOD item. Attachments A, B and C provide the NRC's specifications and minimum requirements for the NRC stock items (see Attachments A, B and C for the NRC's list) including the current specifications for items that are required to be manufactured from Recovered and/or Post-Consumer materials.

IV.D.(3) VENDOR ASSISTANCE WITH NRC'S RECYCLING GOALS

Throughout the period of performance of this contract, the vendor shall actively seek out the availability in the market-place of supplies that contain higher recycled content and shall notify the NRC Project Officer when new supply items become available that contain recycled content (Recovered Materials and Post-consumer Materials) and/or are designated to be "environmentally preferable" (see Attachment-J for definition of "environmentally preferable"). NRC is committed to the purchase of supplies that contain recycled materials and/or have been designated as "environmentally preferable". However, because of overall budget constraints, NRC retains the right to determine on a case-by-case basis, whether NRC can pay any increased cost in order to obtain a supply item that contains recycled materials and/or is determined to be "environmentally preferable".

IV.D.(4) 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.

SUPPLY ORDER PROCESSING

The Vendor shall strictly adhere to the NRC procedures listed herein for processing any NRC supply 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**
- Renea Bailey..... NRC Authorized Ordering Official.... (301)415-2265**
- JoAnne Thweat..... NRC Authorized Ordering Official....(301)415-2050**

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. NRC will separate all orders (calls) so that all items requested by NRC under an individual order (call) are from the same NRC category of items and are thus paid from the same NRC Job Code (funding category).

Orders placed by NRC for any of the items currently listed in Attachments A, B or C or added to these Attachments during the period of this agreement shall be considered orders for NRC "stock" items. Orders for supplies that are not used often enough by NRC to be currently listed or added later to Attachments A, B or C, 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 by 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. These facsimile orders shall be prepared and agreed upon jointly by both parties after establishment of the contract.

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

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

- 1) NRC BPA Order Number
- 2) Sequential Call Number assigned by NRC
- 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 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 ordered
- 8) The total cost of each order (call)
- 9) The Vendor's account code assigned to NRC
- 10) The name of the NRC authorized person placing the order (call)
- 11) The date the order was approved 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 deliveries to be attempted at other times require prior approval by the NRC Project Officer. 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. The Vendor shall ensure the correct call number(s) and the NRC BPA Contract Number are placed on every packing ticket.

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

All items listed herein in Attachments A, B and C 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 Attachments A, B and C, as well as the NRC-assigned four-digit funding code (NRC funding job-code).

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

All "special request" items (any item not listed in Attachments A, B and C) shall be identified on the vendor's packing ticket by the supply item's description and the NRC's four-digit funding code provided by NRC at the time the order was placed. 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-Slip 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) The Vendor's GSA Contract
- 3) NRC's BPA Order Number and NRC's assigned Call Number
- 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 or NRC Warehouse)
- 8) Name of the NRC person who placed the order (call)

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

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 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 and into the Receiving area of the Supply Store. For deliveries to the NRC Warehouse, the vendor's driver shall adhere to NRC Warehouse personnel directions. 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 supply 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 supply 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.

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 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.

VII. OTHER DELIVERABLES

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

VII.A. CUSTOMIZED CATALOG FOR NRC:

NRC may require a customized catalog which meets GSA contract provisions, and includes the applicable NRC assigned product stock numbers for each supply line-item designated by NRC as an NRC "stock" item (all items listed in **Attachments A, B and C**). The contract Project Manager will contact the vendor to identify requirements and time frames for the completion of the catalog, giving the vendor at least a 4 week time period to prepare the first draft catalog for NRC's review. The Vendor shall ensure this catalog includes a detailed section specifying the detailed sequence of steps to be followed by the NRC ordering personnel in order to place supply orders (calls) under this agreement.

VII.B. QUARTERLY EXPENDITURE REPORT

The vendor shall provide the NRC Project Officer with a quarterly "expenditure report" within 10-calendar-days after the end of each calendar month, if the Project Officer requests it. This paper report shall include all of the following information:

- 1) A list of all supply line-items purchased by NRC during the period by NRC stock number sequence. (Note: upon award of this agreement, the NRC Project Officer will work with the Vendor's representative to ensure correct identification of the corresponding NRC stock number for each of the Vendor's supply items that NRC will be ordering on a recurring basis)

- 2) Each NRC stock number supply line-item listed in the report shall have the applicable NRC Funding Code that is assigned to it identified. (Note: NRC has three (3) different funding job codes that are tracked as separate budgets. Each funding Job Code is five-digits in size and each code covers a different category of NRC supplies. The NRC **Attachments A, B and C** are organized by the applicable NRC funding job code that applies to all of the NRC stock number line-items listed in each Attachment).
- 3) The total quantity ordered, the dates of delivery, the unit price, and the total expenditure during that quarter shall be listed for each NRC stock number line-item.
- 4) The total expenditures during that quarter of all NRC stock numbers with the same Job Code shall be listed.
- 5) An itemized list of the NRC orders during the quarter that experienced some type of discrepancy (i.e. the actual delivery date exceeding the guaranteed delivery date, an incorrect item shipped, in-correct quantity shipped, items delivered that do not fully comply with NRC's specifications and/or minimum requirements, etc.). A narrative identification of each occurrence of a discrepancy shall also be included which explains the reason for the discrepancy and clearly states the corrective actions taken by the Vendor to prevent a recurrence of the discrepancy.

VII.C. AD-HOC REPORTS

The Vendor shall maintain a database of all NRC purchases during the contract period. Upon receipt of an ad-hoc report request from the NRC Project Officer, the Vendor shall provide a paper report of the data requested by NRC to the NRC Project Officer within 1-week of receiving the request from NRC.

The NRC Project Officer will identify in the request which time-period the report shall cover and which of the following types of purchase data shall be included in the report:

- 1) Expenses total by NRC Funding Job Code during the report period (Attachments A, B and C) each have a separate NRC Job Code assigned to all of the items that are listed in that Attachment).
Attachment-A = NRC Job Code **D2334**
Attachment-B = NRC Job Code **D2348**
Attachment-C = NRC Job Code **D2350**
- 2) Quantity of each NRC stock number line-item ordered during the report period.
- 3) Expenses total for each NRC stock number line-item during the report period.
- 4) Unit price paid for each NRC stock number line-item during the report period.
- 5) Quantity & type of discrepancies experienced for each NRC stock number line-item during the report period.
- 6) Amount of recycled content for each NRC stock number line-item during the report period.
- 7) Identification of NRC stock number line-items purchased during the report period that were obtained from JWOD sources.

VII.D. 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
11545 Rockville Pike
Rockville, Maryland 20852-2738

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) The applicable NRC funding job codes for each line-item billed;
- 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) NRC BPA Contract Number;
- 10) Shipping and payment terms for each line-item;
- 11) Mailing address where payment is to be sent by NRC;
- 12) Any other substantiating documentation or information as required by the contract.

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.D. 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.D., 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 A

Provides a list of NRC "stock" supply line-items organized by NRC funding Job-Code "D2334" and includes NRC's current estimate of annual consumption for each line-item this category and the NRC minimum specifications for that item.

- Attachment B** Provides a list of NRC "stock" supply line-items organized by NRC funding Job-Code "D2348" and includes NRC's current estimate of annual consumption for each line-item in this category and the NRC minimum specifications for that item.
- Attachment-C** Provides a list of NRC "stock" supply line-items organized by NRC funding Job-Code "D2350" and includes NRC's current estimate of annual consumption for each line-item in this category and the NRC minimum specifications for that item.
- Attachment-D** Provides the definition of each of the Unit-Of-Issue (UOI) abbreviations used by NRC in the Unit-Pricing lists (Attachments A, B and C).
- Attachment-E** Provides definitions for the federal "Greening of the Government" terms used in this agreement such as "Recovered Materials" and "Post-Consumer Materials", etc.
- Attachment-F** Provides a copy of Executive Order 13101 "Greening the Government Through Waste Prevention, Recycling and Federal Acquisition"

IX. PLACE(S) OF PERFORMANCE

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

U.S. Nuclear Regulatory Commission
One White Flint North Building
(Loading Dock at rear of building)
Supply Room, O P141
11555 Rockville Pike
Rockville, Maryland 20852

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

X. PERIOD OF PERFORMANCE

One 7 month contract only contract Jan 01, 2008 thru Jul 31, 2008

One 7 month extension option Aug 01, 2008 thru Feb 28, 2009

XI. DEFINITION OF TERMS USED HEREIN

For purposes of this agreement, the following definitions are provided to ensure the terms used in this agreement are clearly conveyed to all offerors:

1. A "business-day" is defined as any Monday through Friday, except federal holidays.

2. A "3-business-day" delivery schedule is defined as requiring the delivery of the items ordered to the NRC location in Rockville, Maryland by 4:00pm (Eastern-Standard-Time) of the 3rd -business-day, after the day that NRC placed the order. For example, (1) if NRC placed an order (Call) at any time on Monday, an offeror shall deliver the requested items to NRC by 4:00pm EST on Thursday of that same week, and (2) if NRC placed an order (Call) at any time on Thursday, an offeror shall deliver the requested items to NRC by 4:00pm EST on Tuesday of that following week. The only exception would be in the event of the weeks that include federal holidays on a Monday through Friday, because federal holidays do not count as a "business day".
3. "Consistent" delivery is defined as meeting the delivery schedule provided by the offeror and subsequently incorporated into this agreement, at least 99% of the time.
4. "Reliable" delivery is defined as the supplies delivered to NRC by the offeror fully comply with NRC specifications and minimum requirements for that item, at least 99% of the time.
5. "Accurate" delivery is defined as the supplies delivered to NRC by the offeror are the identical item that NRC ordered and are in the correct quantity that NRC ordered (no more and no less), at least 99% of the time.
6. "Timely" delivery is defined as the supplies delivered to NRC by the offeror within the delivery schedule stated for each item in this agreement for the items listed in Attachments A, B and C at least 99% of the time.