

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

BPA NO.

1 14

1. DATE OF ORDER 3/16/2010	2. CONTRACT NO. (If any) GS25F0062L	6. SHIP TO:	
3. ORDER NO. NRC-DR-10-10-401	4. REQUISITION/REFERENCE NO. ADM-10-401	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom Mail Stop: TWB-01-B10M Washington, DC 20555		b. STREET ADDRESS One White Flint North Building NRC Supply Store, Pl Level 11555 Rockville Pike	
		c. CITY Rockville	e. ZIP CODE 20852

7. TO:		f. SHIP VIA	
a. NAME OF CONTRACTOR XEROX CORPORATION XEROX		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY 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.	
c. STREET ADDRESS 1303 RIDGEVIEW DRIVE BLDG 300		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 LEWISVILLE	e. STATE TX	f. ZIP CODE 750576018	

9. ACCOUNTING AND APPROPRIATION DATA 04015-5B1306 D2334 2610 31x0200 Obligate \$ 34,000.00 04015-5B1306 D2350 2610 31x0200 Obligate \$131,000.00 DUNS# 074880527 FFS# ADM-10-401		\$165,000.00	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 SMALLBUSINESS		

13. PLACE OF		14. GOVERNMENT B/L NO. N/A	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) See Block 17 Below	16. DISCOUNT TERMS N/A
a. INSPECTION Rockville, MD	b. ACCEPTANCE Rockville, MD			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)								
	<p>The purpose of this Firm Fixed Price Requirements Type Delivery Order is to provide the Nuclear Regulatory Commission's (NRC) Office of Administration (ADM) with consumable brand-name Xerox supplies. These supplies shall be used in the NRC's DocuTech 6135, DocuColor 8000, DoceColor 250 and Nuvera 100 duplicating machines.</p> <p>The NRC may procure additional consumable Xerox supplies not listed in the Price Schedule for this order, but the items shall be on Xerox's GSA Schedule and be added to this order via modification before the items are procured.</p> <table border="0" style="width:100%;"> <tr> <td>Period of Performance</td> <td align="right">Estimated Ceiling</td> </tr> <tr> <td>Base Period: 3/22/2010 - 3/21/2011</td> <td align="right">\$215,804.00</td> </tr> <tr> <td>Option Period 1: 3/22/2011 - 3/21/2012</td> <td align="right">\$226,680.00</td> </tr> <tr> <td>Option Period 2: 3/22/2012 - 3/21/2013</td> <td align="right">\$238,032.00</td> </tr> </table> <p>Refer to the attached Statement of Work (SOW) for all ordering and delivery information.</p>	Period of Performance	Estimated Ceiling	Base Period: 3/22/2010 - 3/21/2011	\$215,804.00	Option Period 1: 3/22/2011 - 3/21/2012	\$226,680.00	Option Period 2: 3/22/2012 - 3/21/2013	\$238,032.00					
Period of Performance	Estimated Ceiling													
Base Period: 3/22/2010 - 3/21/2011	\$215,804.00													
Option Period 1: 3/22/2011 - 3/21/2012	\$226,680.00													
Option Period 2: 3/22/2012 - 3/21/2013	\$238,032.00													

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	17(h) TOTAL (Cont. pages)	
21. MAIL INVOICE TO:				
a. NAME Department of Interior / NBC NRCPayments@nbc.gov b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue c. CITY Denver				
		d. STATE CO	e. ZIP CODE 80235-2230	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER
-------------------------------------------------	--------------------------------------------------------------------------------------------------

Statement of Work

Background:

The U.S. Nuclear Regulatory Commission (NRC) Headquarters is located in Rockville, Maryland. At this location, NRC operates an in-house Print Shop that supports the daily office supply needs of approximately 4,000 NRC employees working at this site and other interim buildings. A critical part of this operation is the timely delivery of supplies required for the agency's various Xerox brand copiers and duplicators.

To reduce the overall cost of the NRC Headquarters printing program, the NRC Print Shop purchases the supplies in smaller amounts on an "as-needed" basis, including delivering most supply shipments directly to the NRC Print Shop, instead of the nearby NRC Warehouses.

NRC has determined that for this new supply delivery process to be effective, the vendor selected by NRC to deliver the Xerox supplies that will be purchased under this order must be very reliable (consistently provide an item that meets 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).

Scope:

The purpose of this order is to provide NRC with a consolidated source that can provide timely delivery of the NRC "stock" Xerox supply items listed in the Price Schedule (Attachment #1). The specific Xerox part-numbers that are required by the NRC are provided in the Price Schedule (Attachment #1). **These items shall be new Xerox brand name items.**

During the entire period of this contract, NRC reserves the right to purchase any items from another source if the vendor cannot supply the correct item in time to meet NRC's requested delivery schedule for that order. The NRC reserves the right to procure additional brand name Xerox supply items that are not listed in Price Schedule (Attachment #1). These items shall not be ordered or supplied until it is determined they are on GSA Schedule and added to the delivery order via modification by the contract officer.

Objective:

The objective of this order is to provide the NRC Headquarters location with reliable, accurate and timely delivery of a variety of Xerox supply items on an "as-needed" basis. This allows the NRC to maintain a small on-site office supply inventory, which (based on actual usage) is replenished by orders placed with the vendor.

Contract Requirements

During the entire period of performance of this order, the vendor shall comply with all terms, conditions, deliverables and requirements stated in this Statement of Work (SOW).

A. Vendor Services Performance Standards

The Offeror selected as the vendor for this order shall be:

1. Very reliable (i.e., --the Vendor shall ensure that any items purchased by NRC under this Statement of Work (SOW) fully comply with NRC's requirements for each item 100% of the time) and shall supply NRC with all of the Xerox brand name supplies listed in the Price Schedule (Attachment #1).
2. Very accurate (i.e., --the items delivered by the Vendor to NRC shall be the correct items that NRC ordered and shall be in the correct quantity that NRC ordered 99% of the time, unless the NRC contracting officer has approved (in advance) any change in the type and/or quality.);

3. Very timely (i.e., --the Vendor shall deliver each NRC order (call) within the delivery schedule guaranteed by the vendor under this agreement, at least 99% of the time.) **Delivery shall occur no later than five (5) business days from the date the supplies are ordered.**

B. Unit Pricing

The vendor shall submit unit-pricing for all NRC stock supply line-items listed in the Price Schedule (Attachment #1). To be accepted for consideration for award of this agreement by NRC, the vendor shall complete all of the information.

ATTENTION: Delivery of all items under this order shall be "FOB Destination" and the vendor's unit-pricing for all items shall include costs for "inside-delivery" to the location listed in this SOW.

The vendor shall provide NRC with the unit-pricing discounts available from the vendor for ordering each supply line-item in the 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 the 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 contract (e.g., quantity in a box, case, bundle, carton, pallet, etc.), in order for NRC to be able to place orders for supplies in bulk-lots if desired, to reduce packaging and the administrative burden of shopping/receiving the items.

Security:

The Vendor shall ensure that all drivers delivering the ordered products to the NRC shall immediately present themselves to the NRC guard station at the loading dock and comply with the guards directions upon arrival.

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. The NRC requires new, unused brand name Xerox supply items. The vendor shall not supply the NRC with supply items that have not been manufactured by Xerox.

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 13423 "Strengthening Federal Environmental, Energy, and Transportation Management", 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 Jarvis-Wagner O'Day (JWOD) program. In that case, NRC is committed to purchasing the JWOD items.

Environmentally Preferable Productions (EPP):

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. 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 Materials contents specified for each line-item in Price Schedule (Attachment #1). 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.

Vendor Provision of Material Safety Data Sheets (MSDS)

The vendor shall provide the NRC Project Officer with the applicable MSDS sheets prior to the 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 of NRC's orders (calls).

Listing 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:

Project Officer:	Gene R. Wood, 301-415-1567
Alternate Project Officer:	Linda Schneider, 301-415-6141
Technical Monitor:	Dale Craver, 301-415-2070
Technical Monitor:	Jim McKnight, 301-415-2070

Method of NRC Order Placement:

The NRC authorized personnel listed above shall 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 Price Schedule (Attachment #1) during the period of this agreement shall be considered order for NRC "stock" items.

NRC Verbal Supply Orders:

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

NRC Written Supply Orders:

The vendor shall accept NRC supply orders in written format either electronically or by fax when the order is approved by one of the authorized NRC personnel listed above. Calls placed under this order will usually be made by NRC using facsimile orders on a pre-printed order-form that is prepared by NRC or the vendor. The vendor's order sheets must be approved by the NRC Project Officer before the first call has been placed.

Information to Document NRC Orders (Calls):

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

1. NRC Agreement Order Number
2. Sequential Call number assigned by NRC Project Officer 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.)
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.

Supply Deliveries

Daily Schedule for all Deliveries to NRC:

The vendor shall make all deliveries of supplies to NRC within the hours of 8:00 a.m. to 11:30 a.m. and 12:30 p.m. to 4:00 p.m., Monday through Friday, except Federal holidays or as directed by the NRC person placing the order at the time of the call. Any deliveries attempted at other times require approval by the 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 of NRC of any delivery attempted outside the acceptable delivery timeframe listed above shall not relieve the vendor of complying with the requirements stated in this agreement for timely delivery.

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.

Orders for NRC "Stock" Items

All items herein in Attachment # 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 Price Schedule (Attachment #1).

Vendor's Packing Tickets for Each Delivery

The vendor shall include a "packing ticket" with each delivery to NRC. A copy of the packing ticket and whatever other delivery paperwork 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 vendor's part-number and the NRC stock number of the NRC "stock" item and the vendor's part number and description for all "special request" items being delivered/invoiced by the vendor.
7. Place of delivery requested by NRC for the order.

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.

Unloading of 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 Security Guards at the loading dock or at the driveway entrance upon arrival on NRC's premises and comply fully with the NRC Security Guards directions. The vendor shall provide "inside delivery" of the items ordered when the order (call)

specifies delivery to the receiving area inside the Print Shop, of NRC's OWFN building (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 the NRC personnel to assist in the unloading of any trucks. For deliveries to the NRC Warehouse, the vendor is responsible only for delivery onto the loading dock.

ATTENTION: The NRC's loading dock at the OWFN building 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" at this location. Also, because of the congested driving area around the OWFN loading dock, NRC does not allow "tractor-trailer" trucks to be used for deliveries to the OWFN location. The loading dock at the NRC Warehouse is a normal straight in delivery facility and tractor-trailers may deliver to that location.

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, the vendor shall notify the NRC/PO immediately if any line-item in the order cannot 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.

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 item requested in advance of NRC receiving the shipment. Items that NRC ordered which the vendor cannot 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 the NRC.

Packaging

All bulk deliveries shall be palletized and shrink-wrapped.

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 OWFN building loading dock prior to the vendor's delivery of supplies. NRC cannot guarantee that all pallets were used by the vendor to delivery supplies to NRC.

Invoicing

After the completion of each calendar month, the vendor shall submit **one** itemized monthly invoice to the NRC Financial Operations Section at the following address:

Department of Interior
National Business Center
Attn: Fiscal Services Branch – D2770
7301 W. Mansfield Avenue
Denver, CO 80325-2230

E-mail: NRCPayments@nbc.gov

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 in Attachment #2 "Fixed Price Billing Instructions." If NRC denies payment of any invoice due to the failure of the vendor to provide all of the required information, the vendor shall not charge NRC any interest and/or additional cost for having to re-invoice for the subject order.

ATTENTION: The NRC Contract Number and the individual Call number for each purchase must be listed on the billing document. If these items are left off, then the payment of any bills will be delayed.

Place of Performance:

The Vendor shall deliver NRC supply shipments to the following location specified by the NRC in the individual supply order (call):

U.S. Nuclear Regulatory Commission
One White Flint North Building
NRC Supply Store, P1 Level
11555 Rockville Pike
Rockville, MD 20852

Or

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

A.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

52.204-7

CENTRAL CONTRACTOR REGISTRATION

APR 2008

A.2 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 the effective date of the contract through the end of the effective period.

(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.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$0.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$165,000.00;

(2) Any order for a combination of items in excess of \$165,000.00; or

(3) A series of orders from the same ordering office within 1 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5

days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

A.4 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 March 21, 2013.

A.5 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 15 days of contract expiration.

A.6 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 15 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to

extend at least 30 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 three (3) years.

A.7 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.8 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name: Gene Wood

Address: 11555 Rockville Pike
Mail Stop: O-P1-33

Rockville, MD 20852

Telephone Number: 301-415-1567

(b) The project officer shall:

(1) Place delivery orders for items required under this contract up to the amount obligated on the contract award document.

(2) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(3) Inspect and accept products/services provided under the contract.

(4) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.

(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.

(c) The project officer may not make changes to the express terms and conditions of this contract.

*To be incorporated into any resultant contract

A.9 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 4 (JUN 1988)

The ordering period for this contract shall commence on March 22, 2010 and will expire on March 21, 2011. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional two (2) years.

A.10 CONSIDERATION AND OBLIGATION--DELIVERY ORDERS (JUN 1988)

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted under this contract is \$680,517.00. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract is \$165,000.00. The Contracting Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph a above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

A.11 ORDERING PROCEDURES (MAY 1991)

(a) In addition to the contracting officer, contract administrator, and project officer, the following individuals are authorized to issue delivery orders under this contract:

Refer to page three (3) of the Statement of Work, which is Attachment #2 of this Delivery Order.

(b) All delivery orders shall be prepared in accordance with FAR 16.506 and may be issued in writing, orally, or by written telecommunications.

A.12 PACKAGING AND MARKING (MAR 1987)

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

A.13 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.14 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 1-151 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)

A.15 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

A.16 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT (MARCH 2007)

The Period of Performance (PoP) for this requirement may extend beyond the Offeror's current PoP on their GSA Schedule. Offerors may submit proposals for the entire PoP as long as their current GSA Schedule covers the requested PoP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested PoP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire PoP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

ATTACHMENT
NUMBER

TITLE

DATE

NO.
PAGES

[REDACTED]

[REDACTED]

[REDACTED]

#2

Firm Fixed Price Billing
Instructions

3

ATTACHMENT #2

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

ATTACHMENT #3

BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

ATTACHMENT #2

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS**

11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.