

# ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER <b>JUL 14 2003</b>		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. DR-10-03-0233		4. REQUISITION/REFERENCE NO. ADM-03-463		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555				b. STREET ADDRESS 5000 Boiling Brook Parkway (NRC Warehouse)	
		c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR UNICOR - FPI				8. TYPE OF ORDER	
b. COMPANY NAME c/o UNICOR 2/90				<input checked="" type="checkbox"/> a. PURCHASE ORDER Reference your <b>7/8/03 pricing</b> 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.	
c. STREET ADDRESS P. O. Box 371736				<input type="checkbox"/> b. DELIVERY/TASK ORDER Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY Pittsburgh		e. STATE PA	f. ZIP CODE 15251		
9. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page X0200 253A B1452 \$8,000.00				10. REQUISITIONING OFFICE ADM Office of Administration	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))					
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Origin		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE 8 weeks ARO	
13. PLACE OF		16. DISCOUNT TERMS Net 30 days			
a. INSPECTION		b. ACCEPTANCE		FOR INFORMATION CALL: (No collect calls)	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	Requirements Type Delivery Order for signage in accordance with Attachment A (estimates and pricing) and Attachment B (Statement of Work).  Period of Performance: August 1, 2003 through November 30, 2007  The Requirements FAR Clause (52.216-21) is incorporated into this delivery order in full text (Attachment C).  Amount Obligated: \$8,000.00   *This purchase order is partially funded in the amount of \$8,000.00.			See CONTINUATION Page		

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		SUBTOTAL
	21. MAIL INVOICE TO:						
	a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4						17(h) TOTAL (Cont. pages)
	b. STREET ADDRESS (or P.O. Box) Attn: (insert contract or order number)						
c. CITY Washington			d. STATE DC	e. ZIP CODE 20555		NTE \$8,000.00	17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA  
BY (Signature)

*[Signature]*

23. NAME (Typed)

Mary Mace

TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

ADM002 347 (6/95)



Attachment A

UNICOR Signage Estimates for Requirements-Type Delivery Order

Period of performance: August 1, 2003 through November 30, 2007

Typical workstation signage estimates per year

Partial Year: August 1, 2003 through November 30, 2003

1. Sign Type DA, directional signage 1EA Unit Price [REDACTED] Total Amount \$ 372.56
  - 1a. Estimated Shipping & Handling per unit [REDACTED] Total S&H \$ 5.00
2. Sign Type EA-1, 3 inserts and titles 1EA Unit Price \$ [REDACTED] Total Amount \$ 25.80
  - 2a. Estimated Shipping & Handling per unit Price [REDACTED] Total S&H \$ 1.00
3. Replacement inserts 1"x10" 250 EA Unit Price \$ [REDACTED] Total Amount \$6,450.00
  - 3a. Estimated Shipping & Handling per unit Price [REDACTED] Total S&H \$ 250.00

Total Aggregate Amount (partial yr) \$ 7,104.36

Year 1: December 1, 2003 through November 30, 2004

1. Sign Type DA, directional signage 5 EA Unit Price [REDACTED] Total Amount \$ 1,862.50
  - 1a. Estimated Shipping & Handling per unit [REDACTED] Total S&H \$ 25.00
2. Sign Type EA-1, 3 inserts and title 25 EA Unit Price \$ [REDACTED] Total Amount \$ 645.00
  - 2a. Estimated Shipping & Handling per unit \$ [REDACTED] Total S&H \$ 25.00
3. Replacement inserts 1" x 10" 400 EA Unit Price [REDACTED] Total Amount \$ 10,320.00
  - 3a. Estimated shipping & handling per unit [REDACTED] Total S&H \$ 400.00

Miscellaneous signage in accordance with UNICOR's catalog (estimated NTE) \$5,000

Total Aggregate Amount (yr 1) \$ 18,277.80

Year 2: December 1, 2004 through November 30, 2005

1. Sign Type DA, directional signage 5 EA	Unit Price		Total Amount	<u>\$ 1,862.80</u>
1 a. Estimated shipping & handling per unit			Total S&H	<u>\$ 25.00</u>
2. Sign Type EA-1, 3 inserts and title 25 EA	Unit Price		Total Amount	<u>\$ 645.00</u>
2a. Estimated shipping & handling per unit			Total S&H	<u>\$ 25.00</u>
3. Replacement inserts 1" x 10" 400 EA	Unit Price		Total Amount	<u>\$ 10,320.00</u>
3a. Estimated shipping & handling per unit			Total S&H	<u>\$ 400.00</u>
Miscellaneous signage in accordance with UNICOR's catalog (estimated NTE)				<u>\$ 5,000</u>
Total Aggregate Amount (yr 2)				<u>\$ 18,277.80</u>

Year 3: December 1, 2005 through November 30, 2006

1. Sign Type DA, directional signage 5 EA	Unit Price		Total Amount	<u>\$ 1,862.80</u>
1 a. Estimated shipping & handling per unit			Total S&H	<u>\$ 25.00</u>
2. Sign Type EA-1, 3 inserts and title 25 EA	Unit Price		Total Amount	<u>\$ 645.00</u>
2a. Estimated shipping & handling per unit			Total S&H	<u>\$ 25.00</u>
3. Replacement inserts 1" x 10" 400 EA	Unit Price		Total Amount	<u>\$ 10,320.00</u>
3a. Estimated shipping & handling per unit			Total S&H	<u>\$ 400.00</u>
Miscellaneous signage in accordance with UNICOR's catalog (estimated NTE)				<u>\$ 5,000</u>
Total Aggregate Amount (yr 3)				<u>\$ 18,277.80</u>

Year 4: December 1, 2006 through November 30, 2007

1. Sign Type DA, directional signage 5 EA Unit Price [REDACTED] Total Amount \$ 1,862.80

1a. Estimated shipping & handling per unit [REDACTED] Total S&H \$ 25.00

2. Sign Type EA-1 3 inserts and titles 25 EA Unit Price [REDACTED] Total Amount \$ 645.00

2a. Estimated shipping & handling [REDACTED] Total S&H \$ 25.00

3. Replacement inserts 1"x10" 400 EA Unit Price [REDACTED] Total Amount \$ 10,320.00

3a. Estimated shipping & handling per [REDACTED] Total S&H \$ 400.00

Miscellaneous signage in accordance with UNICOR's catalog (estimated NT\$5,000)

Total Aggregate Amount (yr 4) \$ 18,277.80

Grand Total Estimated Aggregate Amount (for entire period of performance) \$80,215.56

Contractor Discounts

0 - [REDACTED]  
\$501 - \$5,000 = [REDACTED]  
\$5,001 - and up = [REDACTED]

The above rates are for budgetary pricing only not to exceed the total obligated amount during the period of performance.

Orders placed under this Requirements Type Delivery Order will generally be made by oral solicitation, with written confirmation by the Government. The Contracting Officer, as well as the individuals listed below are authorized to place calls/orders under this delivery order:

NRC Project Officer: Greg Nesmith (301) 415-2997  
Alternates: Renea Bailey (301) 415-2265  
Dennis Tarner (301) 415-2283

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 increases the amount obligated with respect to this delivery order. Any work undertaken by the Contractor in excess of the obligated amount specified, is done so at the Contractor's sole risk.

## Attachment B

### Statement of Work

The NRC will provide the contractor with the specific information for each sign in the form of sign samples and/or specifications and other written statements (i.e. workstation numbers, organization units, titles, employee names, etc.) with the required delivery date the sign is due to NRC. Upon request by the NRC Project Officer, the contractor shall fabricate and provide NRC with a mock-up of a new sign type for advance approval by the NRC prior to completing the sign order. The contractor shall correct any missing signs or errors in each sign order within 2-weeks of being notified by the NRC Project Officer of the problem, at no additional cost to the NRC. The contractor shall provide a system of ordering replacement inserts for all signs provided to NRC within 2-weeks of receiving the order from the NRC Project Officer.

## 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 (I\$END-ORDERS).

(END-OF-CLAUSE)

## **ADDITIONAL PURCHASE ORDER TERMS AND CONDITIONS**

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### **A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.222-42	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.222-47	SERVICE CONTRACTS ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR 1984
52.243-1	CHANGES--FIXED-PRICE	AUG 1987
52.213-3	NOTICE TO SUPPLIER	APR 1984

### **A.2 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (APR 2003)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (Aug 1996) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (July 2000) (E.O.'s 12722, 12724, 13059, 13067, 13121, and 13129).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Feb 2002).

(v) 52.233-1, Disputes (Jul 2002).



(vi) 52.244-6, Subcontracts for Commercial Items (Dec 2001)

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Sept 2002) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (APR 1998) (E.O. 12856) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (May 2002) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use within the United States if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (May 1999). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d)).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JULY 1995) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

### **A.3 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20**

### **A.4 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.5 ELECTRONIC PAYMENT**

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment".

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment to this document. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. Further information concerning the addendum is provided at Attachment . The ACN Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institutions ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520."

## **A.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.