

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

BPA NO.

1. DATE OF ORDER 9/22/05		2. CONTRACT NO. (If any) GS14F0016L		6. SHIP TO.	
3. ORDER NO. DR-10-05-400		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Stephen Eslin	
4. REQUISITION/REFERENCE NO. ADM-05-400		b. STREET ADDRESS Mail Stop T-O-P136		c. CITY Washington	
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		d. STATE DC		e. ZIP CODE 20555	

7. TO:		f. SHIP VIA	
a. NAME OF CONTRACTOR CORPORATE EXPRESS		b. TYPE OF ORDER	

b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE 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.		<input checked="" type="checkbox"/> b. DELIVERY 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.	
c. STREET ADDRESS 7021 DORSEY ROAD		d. CITY HANOVER		e. STATE MD	
f. ZIP CODE 210761553					

9. ACCOUNTING AND APPROPRIATION DATA JOB CODE: SEE BELOW B&R NO: 54015-5B2306 BOC: 2610 FUND SOURCE: 0X0200 DUNS NO: 17-534-9786		10. REQUISITIONING OFFICE ADM ADM	
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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. SERVICE-DISABLED VETERAN-OWNED		
<input type="checkbox"/> e. WOMEN-OWNED	<input type="checkbox"/> f. HUBZone	<input type="checkbox"/> g. EMERGING SMALL BUSINESS			

13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) SEE BELOW		16. DISCOUNT TERMS Net 30	
a. INSPECTION	b. ACCEPTANCE						

17. SCHEDULE (See reverse for Rejections)							See CONTINUATION Page	
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)		
	<p>This is a Requirement Type Delivery Order issued to Corporate Express, Contract No. GS-14F-0016L, under GSA Federal Supply Schedule entitled, "Office Products/Supplies and Services and New Products/Technology, Delivery", Group 75. The contractor shall deliver, the next day, office supplies specified in Attachments A, B, and C, which includes the estimated usage, descriptions, stock numbers, JWOD items, percentage of recovered materials, unit of issuance, total cost for one-year, number of days to deliver the supplies and the Job Code numbers. The quantities of supplies specified herein are estimated only and are not purchased by this delivery order. Except as this delivery order may otherwise provide, if the Government's requirements do not result in the quantities described as "estimated," that fact shall not constitute the basis for an equitable price adjustment.</p> <p>Period of Performance: September 22, 2005 through September 21, 2006 Job Codes D2334-\$59,000; D2348-\$17,000; D2350-\$103,000</p>							

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.			
21. MAIL INVOICE TO:							
a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4							
b. STREET ADDRESS (or P.O. Box) Attn: DR-10-05-400							
c. CITY Washington		d. STATE DC		e. ZIP CODE 20555		179,000.00	

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Elois Wiggins Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER	
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TEMPLATE - ADM001

SISP REVIEW COMPLETE

ADM002

The Government is not required to purchase from the contractor requirements in excess of any limit on total orders under this delivery order. If the Government urgently requires delivery of any quantity that may be specified under this delivery order, and the contractor will not accept an order providing for accelerated delivery, the Government may acquire the urgently required supplies from another source.

It should be noted, as time progresses, some of the office supply items may be deleted and/or added as required. In addition, Corporate Express will be granted the first opportunity to provide special order supply items under \$2,500.00.

This Delivery Order is subject to terms and conditions specified herein.

NRC's Statement of Work is hereby incorporated in this order.

PLACING ORDERS

Orders will be placed by the Contracting Officer or authorized officials identified herein via written and/or orally to the contractor. Such orders are hereinafter referred to as calls. Each call placed will be assigned a call number (six digit sequential number) for identification and tracking purposes. There may be multiple requests per call and there may be instances where delivery shipments overlap. The contractor shall place the Call Number for each order on all items shipped.

PERIOD OF PERFORMANCE

The Period of Performance is September 22, 2005 through September 21, 2006 for a one-year period.

The office supplies in this delivery order shall be provided at the prices specified herein through the one-year period.

OBLIGATED AND CEILING AMOUNTS

The Government is obligated only to the extent of authorized calls made under this delivery order in accordance with the terms and conditions specified herein. The obligated and estimated ceiling amounts of each Job Code number under this delivery order are as follows:

<u>Job Code No.</u>	<u>Estimated Ceiling Amount</u>	<u>Not-to-Exceed Obligated Amount</u>
D2334	\$247,557.85	\$ 59,000.00
D2348	\$ 84,931.96	\$ 17,000.00
D2350	\$322,276.15	\$103,000.00
Totals	<u>\$654,765.96</u>	<u>\$179,000.00</u>

The aggregate amount of calls placed under each Job Code No. shall not exceed that Job Code's obligation amount. Both the ceiling amounts and obligated amounts for each Job Code No. can be increased only in writing by the Contracting Officer (via modification to the delivery order).

Note: No legal liability on the part of the Government may arise for performance beyond the partial obligated amount specified for each Job Code No.

Authorization to Place Calls

The following NRC employees are designated as the authorized ordering officials for placing calls under this delivery order.

Steve Eslin , 301-415-2050 (Project Officer)
Bruce Ridgely, 301-415-2161 (Alternate Project Officer)
Dennis Turner, 301-415-2283
Renea Bailey, 301-415-2265

The vendor shall only accept orders against this delivery order from a Contracting Officer or the authorized ordering officials indicated above. The Government will be obligated up to the funded amount of each Job Code number under this delivery order. **The vendor shall not fill any orders under a Job Code No. which exceed the Job Code's obligated amount as specified in this delivery order.**

DELIVERY ORDER TERMS AND CONDITIONS NOT SPECIFIED IN THE CONTRACT

A.1 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.2 OTHER APPLICABLE CLAUSES

☐ See Addendum for the following in full text (if checked)

☐ 52.216-18, Ordering

☐ 52.216-19, Order Limitations

☐ 52.216-22, Indefinite Quantity

☐ 52.217-6, Option for Increased Quantity

☐ 52.217-7, Option for Increased Quantity Separately Priced Line Item

☐ 52.217-8, Option to Extend Services

☐ 52.217-9, Option to Extend the Term of the Contract

A.3 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.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 .

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 approximately 1,900 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 the majority 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. 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.

This agreement is a "Requirements-Type" order under the vendor's GSA schedule contract and all items purchased will be covered by GSA schedule pricing. 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. NRC reserves the right to exclude from this agreement the purchase of supplies for NRC's Xerox and Kyocera-Mita copier equipment, which NRC plans to purchase separately.

In addition to the standard items in Attachments A, B, and C, the NRC reserves the right to order miscellaneous supply items from the contractor to meet ad-hoc (Special Request) needs during the period of performance, provided:

- 1) the items ordered by NRC are on the vendor's GSA schedule contract at the time the order is placed;
- 2) each individual order's cost does not exceed \$2,500.00; and
- 3) the vendor can supply the correct item in time to meet NRC's delivery schedule.

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";
- State the item's "percentage of post-consumer materials";
- State the offeror's quantity per "Unit-of-Issue";
 - * Because its important to ensure that all offeror's have clearly priced the same estimated annual quantity that NRC projects to purchase during the contract period, for each type of item listed in Attachments A, B, and C, NRC has identified the NRC's estimated "total quantity" for each item using the smallest "unit-of-issue" possible (usually "each") even though NRC wants the offeror to price (and NRC intends to purchase) the items by the box, or case, etc. This should allow each offeror to identify the number of boxes, or cases, etc. the offeror would use to calculate the total estimated cost of each line-item if purchased from that offeror (i.e. if the NRC's annual estimate for #2 pencils is 100/each and the offeror packs them 20/each per box, the offeror knows to adjust the estimated quantity for that item in the Attachment to 5/boxes, conversely if the offeror packs their #2 pencils 10/each per box, the offeror would adjust the quantity to 10/boxes). Further, if the NRC's annual estimate for #2 pencils is 100/each and the offeror packs them 12/each per box, then the offeror knows to price out 8/boxes of 12/each and 4/each pencils sold individually in order to fully price the NRC's estimated quantity of 100/pencils in the Attachment.
- State the offeror's "unit-price" per "Unit-of-Issue";
 - * 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. The vendor shall provide NRC with the unit pricing discounts available from the vendor for ordering each supply line-item in larger quantities. The vendor shall ensure the NRC Project Officer is notified of the quantity of issue for each supply item that results in the lowest unit price for NRC. NRC intends to purchase most supplies in quantities that achieve a favorable unit price (i.e. - quantity in a box, case, bag, bundle, carton, roll, etc.), and which also reduces the administrative burden of shipping/receiving the items.
- 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.

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.

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

V.B. METHODS OF NRC ORDER PLACEMENT

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

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:

Within 2-weeks of the date of award of this agreement, the Vendor shall provide the NRC Project Officer with a customized supply 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 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. MONTHLY EXPENDITURE REPORT

The vendor shall provide the NRC Project Officer with a monthly "expenditure report" within 10-calendar-days after the end of each calendar month. 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

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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 month shall be listed for each NRC stock number line-item.
- 4) The total expenditures during that month of all NRC stock numbers with the same Job Code shall be listed.
- 5) An itemized list of the NRC orders during the month that experienced some type of discrepancy (i.e. the actual delivery date exceeding the guaranteed delivery date, an in-correct 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 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.

VIII. PLACE(S) FOR 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)
11555 Rockville Pike
Rockville, Maryland 20852

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

IX. PERIOD OF PERFORMANCE

One Year: September 22, 2005 through September 21, 2006

X. 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.

DEFINITIONS OF EACH OF THE UNIT-OF-ISSUE (UOI) ABBREVIATIONS USED BY NRC IN THE UNIT-PRICING LISTS (Attachments A, B and C to the Agreement)

EA = Each

BX = Box

CT = Carton

PG = Package

PK = Pack

RL = Roll

TB = Tube

SE = Set

ST = Set

BG = Bag

BT = Bottle

DZ = Dozen

PR = Pair

PD = Pad

CS = Case

Definitions for the federal "Greening of the Government" terms used in this agreement:

POST-CONSUMER MATERIALS:

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

PRE-CONSUMER MATERIALS:

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

RECOVERED MATERIALS:

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

ENVIRONMENTALLY PREFERABLE:

Products that have a reduced "negative effect" on human health and the environment when compared with competing products. These alternative products reduce the burden on our landfills or harm to our water supplies.

These products may have one or more of the following characteristics that make them environmentally preferable over other competing products:

1. They are packaged in containers that can be used multiple times (returnable, reusable, or refillable instead of containers that are "single-use" - disposable).
2. They are packaged in a way that uses less packaging per item such as being packaged in "bulk" containers instead of individually, and/or being shipped in concentrated form that you add water to in order to reduce the size of the package.
3. They are made in whole or part from recycled materials.
4. They come with rechargeable batteries instead of single-use throwaway types.
5. They have chemicals that are biodegradable or less toxic than competing brands.

Office of the Press Secretary
(New York, New York)

For Immediate Release

September 14, 1998

EXECUTIVE ORDER 13101

GREENING THE GOVERNMENT THROUGH WASTE
PREVENTION, RECYCLING, AND FEDERAL ACQUISITION

By the authority vested in me as President by the Constitution and the laws of the United States of America, including the Solid Waste Disposal Act, Public Law 89-272, 79 Stat. 997, as amended by the Resource Conservation and Recovery Act (RCRA), Public Law 94-580, 90 Stat. 2795, as amended (42 U.S.C. 6901-6907), section 301 of title 3, United States Code, and in order to improve the Federal Government's use of recycled products and environmentally preferable products and services, it is hereby ordered as follows:

PART 1 - PREAMBLE

Section 101. Consistent with the demands of efficiency and cost effectiveness, the head of each executive agency shall incorporate waste prevention and recycling in the agency's daily operations and work to increase and expand markets for recovered materials through greater Federal Government preference and demand for such products. It is the national policy to prefer pollution prevention, whenever feasible. Pollution that cannot be prevented should be recycled; pollution that cannot be prevented or recycled should be treated in an environmentally safe manner. Disposal should be employed only as a last resort.

Sec. 102. Consistent with policies established by the Office of Federal Procurement Policy (OFPP) Policy Letter 92-4, agencies shall comply with executive branch policies for the acquisition and use of environmentally preferable products and services and implement cost-effective procurement preference programs favoring the purchase of these products and services.

Sec. 103. This order creates a Steering Committee, a Federal Environmental Executive (FEE), and a Task Force, and establishes Agency Environmental Executive (AEE) positions within each agency, to be responsible for ensuring the implementation of this order. The FEE, AEEs, and members of the Steering Committee and Task Force shall be full-time Federal Government employees.

PART 2 - DEFINITIONS

For purposes of this order:

Sec. 201. "Environmentally-preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.

Sec. 202. "Executive agency" or "agency" means an executive agency as defined in 5 U.S.C. 105. For the purpose of this order, military departments, as defined in 5 U.S.C. 102, are covered under the auspices

of the Department of Defense.

Sec. 203. "Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. "Postconsumer material" is a part of the broader category of "recovered material."

Sec. 204. "Acquisition" means the acquiring by contract with appropriated funds for supplies or services (including construction) by and for the use of the Federal Government through purchase or lease, whether the supplies or services are already in existence or must be created, developed, demonstrated, and evaluated. Acquisition begins at the point when agency needs are established and includes the description of requirements to satisfy agency needs, solicitation and selection of sources, award of contracts, contract financing, contract performance, contract administration, and those technical and management functions directly related to the process of fulfilling agency needs by contract.

Sec. 205. "Recovered materials" means waste materials and by-products that have been recovered or diverted from solid waste, but such term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process (42 U.S.C. 6903 (19)).

Sec. 206. "Recyclability" means the ability of a product or material to be recovered from, or otherwise diverted from, the solid waste stream for the purpose of recycling.

Sec. 207. "Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of new products other than fuel for producing heat or power by combustion.

Sec. 208. "Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

Sec. 209. "Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

Sec. 210. "Life cycle cost" means the amortized annual cost of a product, including capital costs, installation costs, operating costs, maintenance costs, and disposal costs discounted over the lifetime of the product.

Sec. 211. "Life cycle assessment" means the comprehensive examination of a product's environmental and economic aspects and potential impacts throughout its lifetime, including raw material extraction, transportation, manufacturing, use, and disposal.

Sec. 212. "Pollution prevention" means "source reduction" as defined in the Pollution Prevention Act of 1990 (42 U.S.C. 13102), and other practices that reduce or eliminate the creation of pollutants through: (a) increased efficiency in the use of raw materials, energy, water, or other resources; or (b) protection of natural resources by conservation.

Sec. 213. "Biobased product" means a commercial or industrial product (other than food or feed) that utilizes biological products or renewable domestic agricultural (plant, animal, and marine) or forestry materials.

Sec. 214. "Major procuring agencies" shall include any executive agency that procures over \$50 million per year of goods and services.

PART 3 - THE ROLES AND DUTIES OF THE STEERING COMMITTEE, FEDERAL ENVIRONMENTAL EXECUTIVE, TASK FORCE, AND AGENCY ENVIRONMENTAL EXECUTIVES

Sec. 301. Committees, Executives, and Task Force. (a) Steering Committee. There is hereby established a Steering Committee on Greening the Government through Waste Prevention and Recycling ("Steering Committee"). The Steering Committee shall be composed of the Chair of the Council on Environmental Quality (CEQ), the Federal Environmental Executive (FEE), and the Administrator for Federal Procurement Policy (OFPP). The Steering Committee, which shall be chaired by the Chair of the CEQ, is directed to charter a Task Force to facilitate implementation of this order, and shall provide the Task Force with policy direction in such implementation.

(b) Federal Environmental Executive. A Federal Environmental Executive, Environmental Protection Agency, shall be designated by the President. The FEE shall chair the Task Force described in subsection (c), take all actions necessary to ensure that the agencies comply with the requirements of this order, and generate a biennial report to the President.

(c) Task Force. The Steering Committee shall charter a Task Force on Greening the Government through Waste Prevention and Recycling ("Task Force"), which shall be chaired by the FEE and composed of staff from the major procuring agencies. The Steering Committee, in consultation with the agencies, shall determine the necessary staffing and resources for the Task Force. The major procuring agencies shall provide, to the extent practicable and permitted by law, resources and support to the Task Force and the FEE, upon request from the Steering Committee. The Task Force shall have the duty of assisting the FEE and the agencies in implementing this order, subject to policy direction provided by the Steering Committee. The Task Force shall report through the FEE to the Chair of the Steering Committee.

(d) Agency Environmental Executives (AEEs). Within 90 days after the date of this order, the head of each major procuring agency shall designate an AEE from among his or her staff, who serves at a level no lower than the Assistant Secretary level or equivalent, and shall notify the Chair of CEQ and the FEE of such designation.

Sec. 302. Duties. (a) The Federal Environmental Executive. The FEE, working through the Task Force, and in consultation with the AEEs, shall:

(1) Develop a Government-wide Waste Prevention and Recycling Strategic Plan ("Strategic Plan") to further implement this order. The Strategic Plan should be initially developed within 180 days of the date of this order and revised as necessary thereafter. The Strategic Plan should include, but is not limited to, the following elements:

(a) direction and initiatives for acquisition of recycled and recyclable products and environmentally preferable products and services;

(b) development of affirmative procurement programs;

(c) review and revision of standards and product specifications;

(d) assessment and evaluation of compliance;

(e) reporting requirements;

(f) outreach programs to promote adoption of practices endorsed in this order; and

(g) development and implementation of new technologies that are of environmental significance.

(2) Prepare a biennial report to the President on the actions taken by the agencies to comply with this order. The report also may incorporate information from existing agency reports regarding Government-wide progress in implementing the following Executive Orders: 12843, Procurement Requirements and Policies for Federal Agencies for Ozone Depleting Substances; 13031, Federal Alternative Fueled Vehicle Leadership; 12845, Requiring Agencies to Purchase Energy Efficient Computer Equipment; 12856, Federal Compliance with Right-to-Know Laws and Pollution Prevention Requirements; 12902, Energy Efficiency and Water Conservation at Federal Facilities; and 12969, Federal Acquisition and Community Right-to-Know.

(3) In coordination with the Office of Federal Procurement Policy, the Environmental Protection Agency (EPA), the General Services Administration (GSA), and the Department of Agriculture (USDA), convene a group of acquisition/procurement managers and environmental State, and local government managers to work with State and local governments to improve the Federal, State, and local governments' use of recycled products and environmentally preferable products and services.

(4) Coordinate appropriate Government-wide education and training programs for agencies.

(5) Establish committees and work groups, as needed, to identify, assess, and recommend actions to be taken to fulfill the goals, responsibilities, and initiatives of the FEE. As these committees and work groups are created, agencies are requested to designate appropriate personnel in the areas of procurement and acquisition, standards and specifications, electronic commerce, facilities management, pollution prevention, waste prevention, recycling, and others as needed to staff and work on these initiatives. An initial group shall be established to develop recommendations for tracking and reporting requirements, taking into account the costs and benefits of such tracking and reporting. The Steering Committee shall consult with the AEEs before approving these recommendations.

(b) Agency Environmental Executives. The AEEs shall:

(1) translate the Government-wide Strategic Plan into specific agency and service plans;

(2) implement the specific agency and service plans;

(3) report to the FEE on the progress of plan implementation;

(4) work with the FEE and the Task Force in furthering implementation of this order; and

(5) track agencies' purchases of EPA-designated guideline items and report agencies' purchases of such guideline items to the FEE per the recommendations developed in subsection 302(a)(5) of this order. Agency acquisition and procurement personnel shall justify in writing to the file and to the AEE the rationale for not purchasing such items, above the micropurchase threshold (as set out in the Office of Federal Procurement Policy Act at 41 U.S.C. 428), and submit a plan and timetable for increasing agency purchases of the designated item(s).

(6) one year after a product is placed on the USDA Biobased Products List, estimate agencies' purchases of products on the list and report agencies' estimated purchases of such products to the Secretary of Agriculture.

PART 4 - ACQUISITION PLANNING, AFFIRMATIVE PROCUREMENT PROGRAMS, AND FEDERAL FACILITY COMPLIANCE

Sec. 401. Acquisition Planning. In developing plans, drawings, work statements, specifications, or other product descriptions, agencies shall consider, as appropriate, a broad range of factors including: elimination of virgin material requirements; use of biobased products; use of recovered materials; reuse of product; life cycle cost; recyclability; use of environmentally preferable products; waste prevention (including toxicity reduction or elimination); and ultimate disposal. These factors should be considered in acquisition planning for all procurement and in the evaluation and award of contracts, as appropriate. Program and acquisition managers should take an active role in these activities.

Sec. 402. Affirmative Procurement Programs. (a) The head of each executive agency shall develop and implement affirmative procurement programs in accordance with section 6002 of RCRA (42 U.S.C. 6962) and this order and consider use of the procurement tools and methods described in 7 U.S.C. 5909. Agencies shall ensure that responsibilities for preparation, implementation, and monitoring of affirmative procurement programs are shared between the program personnel and acquisition and procurement personnel. For the purposes of all purchases made pursuant to this order, EPA, in consultation with such other executive agencies as appropriate, shall endeavor to maximize environmental benefits, consistent with price, performance, and availability considerations, and constraints imposed by law, and shall adjust solicitation guidelines as necessary in order to accomplish this goal.

(b) Agencies shall establish affirmative procurement programs for all EPA-designated guideline items purchased by their agency. For newly designated items, agencies shall revise their internal programs within 1 year from the date the EPA designated the new items.

(c) Exclusive of the biobased products described in section 504, for the EPA-designated guideline items, which are contained in 40 CFR part 247, and for all future designated guideline items, agencies shall ensure that their affirmative procurement programs require 100 percent of their purchases of products to meet or exceed the EPA guideline unless written justification is provided that a product is not available competitively within a reasonable time frame, does not meet appropriate performance standards, or is only available at an unreasonable price. Written justification is not required for purchases below the micropurchase threshold. For micropurchases, agencies shall provide guidance regarding purchase of EPA-designated guideline items. This guidance should encourage consideration of aggregating purchases when this method would promote economy and efficiency.

(d) Within 90 days after the date of this order, the head of each executive agency that has not implemented an affirmative procurement program shall ensure that the affirmative procurement program has been established and is being implemented to the maximum extent practicable.

Sec. 403. Federal Facility Compliance. (a) Within 6 months of the date of this order, the Administrator of the EPA shall, in consultation with the Federal Environmental Executive, prepare guidance for use in determining Federal facility compliance with section 6002 of RCRA and the related requirements of this order.

(b) EPA inspections of Federal facilities conducted pursuant to RCRA and the Federal Facility Compliance Act and EPA "multi-media" inspections carried out at Federal facilities will include, where appropriate, evaluation of facility compliance with section 6002 of RCRA and any implementing guidance.

(c) Where inspections of Federal facilities are carried out by authorized States pursuant to RCRA and the Federal Facility Compliance Act, the Administrator of the EPA will encourage those States to include evaluation of facility compliance with section 6002 of RCRA in light of EPA guidance prepared pursuant to subsection (a), where appropriate, similar to inspections performed by the EPA. The EPA may provide information and technical assistance to the States to enable them to include such considerations in their inspection.

(d) The EPA shall report annually to the Federal Environmental Executive on the results of inspections performed by the EPA to determine Federal facility compliance with section 6002 of RCRA not later than February 1st for those inspections conducted during the previous fiscal year.

PART 5 - STANDARDS, SPECIFICATIONS, AND DESIGNATION OF ITEMS

Sec. 501. Specifications, Product Descriptions, and Standards. When developing, reviewing, or revising Federal and military specifications, product descriptions (including commercial item descriptions), and standards, executive agencies shall consider recovered materials and any environmentally preferable purchasing criteria developed by the EPA, and ensure the criteria are complied with in developing or revising standards. Agencies shall report annually to the FEE on their compliance with this section for incorporation into the biennial report to the President referred to in section 302(a)(2) of this order. (a) If an inconsistency with section 6002 of RCRA or this order is identified in a specification, standard, or product description, the FEE shall request that the Environmental Executive of the pertinent agency advise the FEE as to why the specification cannot be revised or submit a plan for revising it within 60 days.

(b) If an agency is able to revise an inconsistent specification but cannot do so within 60 days, it is the responsibility of that AEE to monitor and implement the plan for revising it.

Sec. 502. Designation of Items that Contain Recovered Materials. In order to expedite the process of designating items that are or can be made with recovered materials, the EPA shall use the following process for designating these items in accordance with section 6002(e) of RCRA. (a) The EPA shall designate items that are or can be made with recovered material, by promulgating amendments to the Comprehensive Procurement Guideline (CPG). The CPG shall be updated every 2 years or as appropriate after an opportunity for public comment.

(b) Concurrent with the issuance of the CPG, the EPA shall publish for comment in the Federal Register Recovered Materials Advisory Notices that present the range of recovered materials content levels within which the designated items are currently available. These levels shall be updated periodically, after opportunity for public comment, to reflect changes in market conditions.

(c) Once items containing recovered materials have been designated by the EPA in the CPG, agencies shall modify their affirmative procurement programs to require that, to the maximum extent practicable, their purchases of products meet or exceed the EPA guidelines unless written justification is provided that a product is not available competitively, not available within a reasonable time frame, does not

meet appropriate performance standards, or is only available at an unreasonable price.

Sec. 503. Guidance on Acquisition of Environmentally Preferable Products and Services. (a) The EPA shall develop guidance within 90 days from the date of this order to address environmentally preferable purchasing. The guidance may be based on the EPA's September 1995 Proposed Guidance on the Acquisition of Environmentally Preferable Products and Services and comments received thereon. The guidance should be designed for Government-wide use and targeted towards products and services that have the most effect. The guidance may also address the issues of use of the technical expertise of non-governmental entities and tools such as life cycle assessment in decisions on environmentally preferable purchasing. The EPA shall update this guidance every 2 years, or as appropriate.

(b) Agencies are encouraged to immediately test and evaluate the principles and concepts contained in the EPA's Guidance on the Acquisition of Environmentally Preferable Products and Services through pilot projects to provide practical information to the EPA for further updating of the guidance. Specifically:

(1) These pilot projects shall be focused around those product and service categories, including printing, that have wide use within the Federal Government. Priorities regarding which product and service categories to pilot shall be developed by the individual agencies and the EPA, in consultation with the OFPP, the FEE, and the appropriate agency procurement executives. Any policy disagreements shall be resolved by the Steering Committee.

(2) Agencies are encouraged to use all of the options available to them to determine the environmentally preferable attributes of products and services in their pilot and demonstration projects, including the use of technical expertise of nongovernmental entities such as labeling, certification, or standards-developing organizations, as well as using the expertise of the National Institute of Standards and Technology.

(3) Upon request and to the extent practicable, the EPA shall assist executive agencies in designing, implementing, and documenting the results of these pilot and demonstration projects.

(4) The EPA, in coordination with other executive agencies, shall develop a database of information about these projects, including, but not limited to, the number and status of pilot projects, examples of agencies' policy directives, revisions to specifications, solicitation procedures, and grant/contract policies that facilitate adoption of environmentally preferable purchasing practices, to be integrated on a commonly available electronic medium (e.g., Internet Web site). These data are to be reported to the FEE.

(c) Executive agencies shall use the principles and concepts in the EPA Guidance on Acquisition of Environmentally Preferable Products and Services, in addition to the lessons from the pilot and demonstration projects, to the maximum extent practicable, in identifying and purchasing environmentally preferable products and services and shall modify their procurement programs as appropriate.

Sec. 504. Designation of Biobased Items by the USDA. The USDA Biobased Products Coordination Council shall, in consultation with the FEE, issue a Biobased Products List. (a) The Biobased Products List shall be published in the Federal Register by the USDA within 180 days after the date of this order and shall be updated biannually after publication to include additional items.

(b) Once the Biobased Products List has been published, agencies

are encouraged to modify their affirmative procurement program to give consideration to those products.

Sec. 505. Minimum Content Standard for Printing and Writing Paper. Executive agency heads shall ensure that their agencies meet or exceed the following minimum materials content standards when purchasing or causing the purchase of printing and writing paper: (a) For high speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock, the minimum content standard shall be no less than 30 percent postconsumer materials beginning December 31, 1998. If paper containing 30 percent postconsumer material is not reasonably available, does not meet reasonable performance requirements, or is only available at an unreasonable price, then the agency shall purchase paper containing no less than 20 percent postconsumer material. The Steering Committee, in consultation with the AEEs, may revise these levels if necessary.

(b) As an alternative to meeting the standards in sections 505(a), for all printing and writing papers, the minimum content standard shall be no less than 50 percent recovered materials that are a waste material byproduct of a finished product other than a paper or textile product that would otherwise be disposed of in a landfill, as determined by the State in which the facility is located.

(c) Effective January 1, 1999, no executive branch agency shall purchase, sell, or arrange for the purchase of, printing and writing paper that fails to meet the minimum requirements of this section.

Sec. 506. Revision of Brightness Specifications and Standards. The GSA and other executive agencies are directed to identify, evaluate, and revise or eliminate any standards or specifications unrelated to performance that present barriers to the purchase of paper or paper products made by production processes that minimize emissions of harmful byproducts. This evaluation shall include a review of unnecessary brightness and stock clause provisions, such as lignin content and chemical pulp requirements. The GSA shall complete the review and revision of such specifications within 6 months after the date of this order, and shall consult closely with the Joint Committee on Printing during such process. The GSA shall also compile any information or market studies that may be necessary to accomplish the objectives of this provision.

Sec. 507. Procurement of Re-refined Lubricating Oil and Retread Tires. (a) Agencies shall implement the EPA procurement guidelines for re-refined lubricating oil and retread tires. Fleet and commodity managers shall take immediate steps, as appropriate, to procure these items in accordance with section 6002 of RCRA. This provision does not preclude the acquisition of biobased (e.g., vegetable) oils.

(b) The FEE shall work to educate executive agencies about the new Department of Defense Cooperative Tire Qualification Program, including the Cooperative Approval Tire List and Cooperative Plant Qualification Program, as they apply to retread tires.

PART 6 - AGENCY GOALS AND REPORTING REQUIREMENTS

Sec. 601. Agency Goals. (a) (1) Each agency shall establish either a goal for solid waste prevention and a goal for recycling or a goal for solid waste diversion to be achieved by January 1, 2000. Each agency shall further ensure that the established goals include long-range goals to be achieved by the years 2005 and 2010. These goals shall be submitted to the FEE within 180 days after the date of this order. (2) In addition to white paper, mixed paper/cardboard, aluminum, plastic, and glass, agencies should incorporate into their recycling programs

efforts to recycle, reuse, or refurbish pallets and collect toner cartridges for remanufacturing. Agencies should also include programs to reduce or recycle, as appropriate, batteries, scrap metal, and fluorescent lamps and ballasts.

(b) Agencies shall set goals to increase the procurement of products that are made with recovered materials, in order to maximize the number of recycled products purchased, relative to non-recycled alternatives.

(c) Each agency shall set a goal for increasing the use of environmentally preferable products and services for those products and services for which the agency has completed a pilot program.

(d) Agencies are encouraged to incorporate into their Government Performance Results Act annual performance plans the goals listed in subsections (a), (b), and (c) above, starting with the submittal to the Office of Management and Budget of the plan accompanying the FY 2001 budget.

(e) Progress on attaining these goals should be reported by the agencies to the FEE for the biennial report specified in section 302(a)(2) of this order.

PART 7 - APPLICABILITY AND OTHER REQUIREMENTS

Sec. 701. Contractor Applicability. Contracts that provide for contractor operation of a Government-owned or -leased facility and/or contracts that provide for contractor or other support services at Government-owned or -operated facilities awarded by executive agencies after the date of this order, shall include provisions that obligate the contractor to comply with the requirements of this order within the scope of its operations.

Sec. 702. Real Property Acquisition and Management. Within 90 days after the date of this order, and to the extent permitted by law and where economically feasible, executive agencies shall ensure compliance with the provisions of this order in the acquisition and management of Federally owned and leased space. The GSA and other executive agencies shall also include environmental and recycling provisions in the acquisition and management of all leased space and in the construction of new Federal buildings.

Sec. 703. Retention of Funds. (a) The Administrator of General Services shall continue with the program that retains for the agencies the proceeds from the sale of materials recovered through recycling or waste prevention programs and specifying the eligibility requirements for the materials being recycled.

(b) Agencies in non-GSA managed facilities, to the extent permitted by law, should develop a plan to retain the proceeds from the sale of materials recovered through recycling or waste prevention programs.

Sec. 704. Model Facility Programs. Each executive agency shall establish a model demonstration program incorporating some or all of the following elements as appropriate. Agencies are encouraged to demonstrate and test new and innovative approaches such as incorporating environmentally preferable and bio-based products; increasing the quantity and types of products containing recovered materials; expanding collection programs; implementing source reduction programs; composting organic materials when feasible; and exploring public/private partnerships to develop markets for recovered materials.

Sec. 705. Recycling Programs. (a)(1) Each executive agency that has not already done so shall initiate a program to promote

cost-effective waste prevention and recycling of reusable materials in all of its facilities. The recycling programs implemented pursuant to this section must be compatible with applicable State and local recycling requirements.

(2) Agencies shall designate a recycling coordinator for each facility or installation. The recycling coordinator shall implement or maintain waste prevention and recycling programs in the agencies' action plans.

(b) Executive agencies shall also consider cooperative ventures with State and local governments to promote recycling and waste reduction in the community.

Sec. 706. Review of Implementation. The President's Council on Integrity and Efficiency shall request that the Inspectors General periodically review agencies' implementation of this order.

PART 8 - AWARENESS

Sec. 801. Training. (a) Within 180 days of the date of this order, the FEE and OFPP should evaluate the training courses provided by the Federal Acquisition Institute and the Defense Acquisition University and recommend any appropriate curriculum changes to ensure that procurement officials are aware of the requirements of this order.

(b) Executive agencies shall provide training to program management and requesting activities as needed to ensure awareness of the requirements of this order.

Sec. 802. Internal Agency Awards Programs. Each agency shall develop an internal agency-wide awards program, as appropriate, to reward its most innovative environmental programs. Among others, winners of agency-wide awards will be eligible for the White House Awards Program.

Sec. 803. White House Awards Program. A Government-wide award will be presented annually by the White House to the best, most innovative programs implementing the objectives of this order to give greater visibility to these efforts so that they can be incorporated Government-wide. The White House Awards Program will be administered jointly by the FEE and the CEQ.

PART 9 - REVOCATION, LIMITATION, AND IMPLEMENTATION

Sec. 901. Executive Order 12873 of October 20, 1993, is hereby revoked.

Sec. 902. This order is intended only to improve the internal management of the executive branch and is not intended to create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law by a party against the United States, its agencies, its officers, or any other person.

Sec. 903. The policies and direction expressed in the EPA guidance to be developed pursuant to section 503 of this order shall be implemented and incorporated in the Federal Acquisition Regulation within 180 days after issuance of the guidance.

WILLIAM J. CLINTON

THE WHITE HOUSE,
September 14, 1998.

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