BBWI FORM
PROC-1811b05/01.

CONTRACT NO. 00012685
BECHTEL BWXT IDAHO, LLC (BBWI)

2525 Fremont Avenue
P. O. Box 1625, Idaho Falls, ID 83415-3521
OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

To: HP Express Services
1800 Green Hills Road
Scotts Valley, CA 95066

Effective Date: 08/28/2002

To: Kelly Brown
Phone: (877) 493-9566
Fax No.: (831) 440-4394

Completion Date: 08/27/2005

1. **STATEMENT OF WORK**

1.1. HP Express Services (Subcontractor) shall furnish the following services, in accordance with the requirements, terms and conditions specified or referenced in this Contract: HP Laserjet printer 9000DN, Model #C8521A, Serial #JPBJP04734 per quote #LJH7599E to provide Support Pack benefits with next day on-site service covering three years or 1.8 million pages, all internal parts, travel time for technician and all labor costs, replacement of the unit if necessary, and toll free Tech support phone service.

2. **RESOURCES**

2.1. The Subcontractor shall provide all resources, e.g., materials, labor, and equipment, necessary to fulfill the requirements of this Contract, except as otherwise specified.

3. **APPLICABLE DOCUMENTS**

3.1. The following document(s) are incorporated into, and become a part of, this Contract:

3.1.1. Form 540.33, "Information/Change Request."

3.1.2. Form 540.32, "Procurement Change Notice".

3.1.3. Form PROC-1861, "Occurrence Notification and Reporting by the Supplier."

Procurement Agent: Michael A. Bolender	Telephone: (208) 526-7822	Fixed Price: [redacted]
Ship via: N/A	F.O.B./Trans.: N/A	Cash Terms: Net 30 Days

Billing Address:
Accounts Payable
BBWI
P. O. Box 1625
Idaho Falls, ID 83415-3117
Michael A. Bolender

Signed: Mike Bolender 8-28-02
Bechtel BWXT Idaho, LLC Date

Title: Procurement Agent

4. TERMS AND CONDITIONS

4.1. General Provisions: The following document is incorporated by reference and hereby forms a part of this action: Bechtel BWXT Idaho, LLC General Provisions for Acquisition of Commercial Items, Form PROC-182 Rev. February, 2002. Note: BBWI's General Provisions are available at the following Internet address: **http://www.inel.gov/procurement/formsdocuments.asp** . The General Provisions are modified as follows:

4.2. Certification of Eligibility: Subcontractor, by entering into this Contract, certifies that it is not debarred, or proposed for debarment, or suspended or has not otherwise been declared ineligible from receiving Federal contracts. Disclosure that Subcontractor was ineligible for Federal contracts on or before the effective date of this Contract shall constitute an additional basis for termination under the Default Article of the General Provisions.

4.3. Sales Tax: BBWI has been granted Direct Pay Authority for Idaho Sales Tax by the Idaho Tax Commission.

4.4. Hazards Training: Pursuant to 29 CFR 1910,1200, BBWI will provide Subcontractor's personnel with necessary information and training for any hazards to which Subcontractor's personnel may be exposed while working at the INEEL.

4.5. Sensitive Information: When Subcontractor's employee(s) will, or could have, access to sensitive information pertaining to any business or government agency, Subcontractor shall ensure that its employee(s) is aware of the necessity to safeguard such information by not disclosing it to individuals or companies outside of BBWI.

4.6. On-Site Equipment Use Requirements: All equipment, (vehicles, machinery and/or hand tools) used by the Subcontractor to perform work at the INEEL must be in good working condition for the purpose intended and meet all applicable codes and standards. Such equipment must be used and maintained only as intended by the manufacturer and in accordance with the manufacturer's instructions and limitations. The equipment must be free of defects and suitable for safe performance of the work. Contractor reserves the right, in its sole discretion, to conduct cursory inspections of subcontractor equipment prior to use. Equipment found to be unsatisfactory by the Contractor shall be promptly repaired or removed from the premises and replaced with satisfactory items at no cost to the Contractor. Contractor inspections, whether or not any equipment is found to be unsatisfactory or whether or not any defects are found by such inspections, do not relieve the Subcontractor of any responsibility or liability under this Article or for performing the work in a safe manner.

4.7. Anti-Kickback Act: By acceptance of this Contract, Subcontractor certifies that it has not and shall not make or solicit kickbacks in violation of the Anti-Kickback Act of 1986.

4.8. Information Change Requests: All Subcontractor requests for information or change during the performance period shall be transmitted to BBWI using Form 540.33, Information/Change Request (I/CR). I/CRs shall be prepared and completed in accordance with the form instructions and submitted directly to the Procurement Agent. Form 540.33 is available at: http://www.inel.gov/procurement/formsdocuments.asp.

4.9. Technical Changes: Technical changes to the Contract are authorized only upon receipt and acceptance of Form 540.32, Procurement Change Notice.

5. **PRICE**

5.1. The firm-fixed price of this Contract is [redacted].

5.2. Most Favored Customer: By entering into this Contract, Subcontractor warrants that the pricing stated herein is not greater than that charged Subcontractor's most favored customer for like quantities of the same or similar services under like conditions of sale. BBWI and/or the U.S. Government shall have the right to examine Subcontractor's records to ensure compliance with this warranty. Subcontractor agrees to refund any amount paid by Buyer which exceeds the price charged any of Subcontractor's customers for like quantities of the same or similar services under like conditions of sale one year from the date of this Contract.

6. **COMPLETION DATE**

6.1. This Contract shall be in effect through 08/27/2005.

7. **INSPECTION/ACCEPTANCE**

7.1. Final inspection of material, equipment or services under this Contract will be performed at the INEEL:

7.2. Acceptance under this Contract occurs at the time BBWI authorizes final payment.

8. **ADMINISTRATION**

8.1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by Kelly Brown.

8.2. Administrative and Legal Jurisdiction. Unless the Subcontractor is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Michael A. Bolender, or an authorized Procurement Agent/Subcontract Administrator (terms considered interchangeable) named herein or Procurement Manager.

8.3. Technical Direction and Occurrence Reporting Representative. All work performed under this Contract shall be subject to the technical direction of the Contractor Technical Representative (CTR), who is Steven Tom. Technical direction includes:

8.3.1. Directions to the Subcontractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the requirements of the Contract.

8.3.2. Providing written information which assists in the interpretation of drawings, specifications and technical information to be delivered under the Contract.

8.3.3. Coordination and compliance assurance of all ES&H requirements of the Contract.

8.4. Technical direction must be within scope of work stated in the Contract. The CTR does not have the authority to issue technical direction which causes an increase or decrease in the price or time of performance.

8.5. Notices: Any notice provided for this action shall be considered as having been given:

8.5.1. To BBWI, if mailed electronically via e-mail ("mbo@inel.gov") or fax, or if delivered personally to Michael A. Bolender, or if mailed by U. S. Mail addressed to Michael A. Bolender, Bechtel BWXT Idaho, LLC, Mailstop 3521, P. O. Box 1625, Idaho Falls, Idaho 83415 - 3521; or

8.5.2. To the Subcontractor, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Subcontractor at 1800 Green Hills Road, Scotts Valley, CA 95066.

OCCURRENCE NOTIFICATIONS AND REPORTING BY THE SUPPLIER

For directions on use refer to the Article by this name in the applicable General Provisions

1. Any activity which adversely affects the safety of another operating or construction contractor.

2. Any release of contamination beyond the facility fence, including contaminated personnel and equipment.

3. Suspected contamination, requiring survey of an employee's or visitor's house, vehicle, or other possessions.

4. Any unplanned activation of an emergency system.

5. Violation of Technical Specifications including Administrative Limits.

6. Any unplanned event which could result in public concern, (whether valid or not), e.g., report of a contaminated roadway which upon investigation proves incorrect.

7. Any discharge of hazardous or toxic material (planned or unplanned) to the environment.

8. Personnel contamination involving skin or personal clothing, resulting from inadequate work practices, procedures, or engineered systems.

9. Frequent, widespread, or systemic difficulty with quality and/or operability of new equipment and instrumentation.

10. Fire or property damage incidents less than Type A or B as defined in Doe Order 5484.1 "Environmental protection, Safety and Health Protection Information Requirements".

11. Serious physical injury to personnel.

12. Any other unscheduled outage or shutdown resulting in a delay of more that eight (8) hours.

13. Equipment or personnel actions that adversely affect facility operation.

14. Major theft or loss of equipment, material, components, plans or items.

15. Use of flammable, toxic, explosive, or other unsafe or dangerous processes, chemicals, materials, or methods previously banned or prohibited.