

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, 30**

1 REQUISITION NO OCIO-02-321 PAGE 1 OF 4

2 CONTRACT NO GS-25F-0062M 3 AWARD/EFFECTIVE DATE 09/25/2002 4 ORDER NO NRC-33-02-321 5 SOLICITATION NO 6 SOLICITATION ISSUE DATE

7 FOR SOLICITATION INFORMATION CALL: a NAME Carolyn A. Cooper b TELEPHONE NO (No Collect Calls) (301) 415-6737 8 OFFER DUE DATE/LOCAL TIME 09/22/2002 6:00 p.m.

9 ISSUED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center No. 1 Washington, DC 20555
 10 THIS ACQUISITION IS UNRESTRICTED SET ASIDE 0 % FOR SMALL BUSINESS HUBZONE SMALL BUSINESS 8(A) NAICS SIZE STANDARD 0
 11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12 DISCOUNT TERMS Net 30 days
 13a THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b RATING N/A
 14 METHOD OF SOLICITATION RFQ IFB RFP

15 DELIVER TO U.S. Nuclear Regulatory Commission ATTN: Mr. Michael Hamilton 11555 Rockville Pike Mail Stop O-P1-33 Washington DC 20555
 16 ADMINISTERED BY U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Contract Management Center No. 1 Washington, DC 20555

17a CONTRACTOR/OFFEROR CODE Kyocera Mita America, Incorporated ATTN: Mr. Robert Duffy Government Sales Team 225 Sand Road, P.O. Box 40008 Fairfield NJ 07004-0008
 18a PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (DR-02-0363) 11545 Rockville Pike Rockville DC 20555

TELEPHONE NO (703) 469-2321
 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19 ITEM NO 20 See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES 21 QUANTITY 22 UNIT 23 UNIT PRICE 24 AMOUNT

The contractor shall provide the following digital copiers in accordance with the attached specifications (See Attachment No. 1) on or before September 30, 2002: Twelve KM6230 Digital Copiers on a 60-Month LTOP basis (includes 90-day warranty period)
 Average Monthly LTOP price of \$460.60/month for 12 copiers = \$5,527.20 per month for 60 months including maintenance and copy charges based on \$ 0055/copy for a total estimated 463,000 copiers per month
 The following copiers shall be removed by the contractor, at no extra cost to the Government, and replaced with the above-referenced copiers on or before September 30, 2002:
 CANON 6030 ss/rdf (quantity 2) (Trade-in credit \$5,124.00)
 CANON 3060 ss/rdf (quantity 1) (Trade-in credit \$5,124.00)
 CANON 6060 (quantity 1) (Trade-in credit \$5,124.00)
 OCE 2475 (quantity 7) (Trade-in credit \$5,124.00)
 OCE 2400 (quantity 1) (Trade-in credit \$5,124.00)
 NOTE: Trade-in credit is already reflected in LTOP price.

SUBTOTAL \$331,632.00

25 ACCOUNTING AND APPROPRIATION DATA 2-1015-524-346 D2384 3130 31X0200.210 OBLIGATE: \$177,300 26 TOTAL AWARD AMOUNT (For Govt. Use Only) \$719,451.00

27a SOLICITATION INCORPORATES BY REFERENCE FAR 52 212-1 52 212-4 FAR 52 212-3 AND 52 212-5 ARE ATTACHED ADDENDA ARE ARE NOT ATTACHED
 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4 FAR 52 212-5 IS ATTACHED ADDENDA ARE X ARE NOT ATTACHED

28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN
 29 AWARD OF CONTRACT REFERENCE Kyocera Mita's OFFER DATED September 11, 2002 YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS

30a SIGNATURE OF OFFEROR/CONTRACTOR 31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Sharon D. Stewart
 30b NAME AND TITLE OF SIGNER (TYPE OR PRINT) 30c DATE SIGNED 31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharon D. Stewart Contracting Officer 31c DATE SIGNED 9/24/02

TEMPLATE-ADM001

ADM 02

SCHEDULE OF SUPPLIES/SERVICES

QUAN UNIT UNIT TOTAL
PRICE

2. The contractor shall provide the following digital copiers in accordance with the attached specifications (See Attachment No 1) on or before March 31, 2003: Fifteen KM6230 Digital Copiers on a 60-Month LTOP basis (includes 90-day warranty period)

Average monthly LTOP price of \$430.91/month for 15 copiers = \$6,463.65 per month for 60 months including maintenance and copy charges based on \$.055/copy for a total estimated 367,200 copies per month

60 mo \$6,465 \$387,819

The following copiers shall be removed by the contractor, at no extra charge to the Government, and replaced with the above-referenced copiers on or before March 31, 2003:

- CANON 6030 ss/rdf (quantity 2) (Trade-in credit \$3,160.00 each)
- CANON 6030 (quantity 2) (Trade-in credit \$3,160.00 each)
- CANON 3060 ss/rdf (quantity 1) (Trade-in credit \$3,160.00 each)
- CANON GP55 (quantity 1) (Trade-in credit \$3,160.00 each)
- OCE 2400 (quantity 1)(Trade-in credit \$3,160.00 each)
- OCE 2475 (quantity 4)(Trade-in credit \$3,160.00 each)
- KODAK 2110 (quantity 1)(Trade-in credit \$3,160.00 each)
- KODAK 95 (quantity 1)(Trade-in credit \$3,160.00 each)
- RICOH FT3013 (quantity 1)(Trade-in credit \$3,160.00 each)
- RICOH FT6665 (quantity 1)(Trade-in credit \$3,160.00 each)

OPTIONAL REQUIREMENTS

3. At the option of the Government, the contractor shall provide the following digital copiers in accordance with the attached specifications (See Attachment No. 1) on or before September 30, 2004: Fifteen KM6230 Digital Copiers on a 60-Month LTOP basis (includes 90-day warranty period)

Average monthly LTOP price of \$449.46/month for 15 copiers = \$7,491.90 per month for 60 months including maintenance and copy charges based on \$.0055/copy for a total estimated 564,000 copies per month

60 mo \$7,491.90 \$449,514

The following copiers shall be removed by the contractor, at no extra charge to the Government, and replaced with the above-referenced copiers on or before September 24, 2004:

KODAK 2085F (quantity 3) (Trade-in credit \$3,160.00 each)
KODAK 2085a (quantity 12)(Trade-in credit \$3,160.00 each)

NOTE: Trade-in credit for copiers already reflected in LTOP price.

The ceiling amount of this delivery order is \$719,451.00.
The amount presently obligated with respect to this delivery order is \$171,300.00. This order is partially funded and will be funded upon availability of fiscal year 2003 funding.

The period of performance of this order is from September 24, 2002 through September 23, 2009

In accordance with FAR Clause 52.217-7, the Government has the option to order additional line items on an as needed basis.

The NRC Project Officer is Michael Hamilton. He can be reached on (301)415-2070.

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 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 No. 2. 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.4 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.