

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 MAY 24 2007		2. CONTRACT NO. (If any) GS25F0062L		6. SHIP TO:	
3. ORDER NO. NRC-10-07-423		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. ADM-07-423	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sharlene McCubbin Mail Stop T-7-I-2 Washington, DC 20555				a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
				b. STREET ADDRESS Location of Equipment NRC Print Shop One White Flint North	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20555	
7. TO:				f. SHIP VIA	
a. NAME OF CONTRACTOR XEROX CORPORATION XEROX				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
c. STREET ADDRESS 1301 K ST NW STE 300W				REFERENCE YOUR Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
d. CITY WASHINGTON				e. STATE DC	f. ZIP CODE 200057012
9. ACCOUNTING AND APPROPRIATION DATA 31X0200 B&R: 740-15-5B1306 BOC: 2570 JCN: D2384 OBLIGATE: \$165,000.00 DUNS NO. 607932829				10. REQUISITIONING OFFICE ADM Office of Administration	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED					
13. PLACE OF		14. GOVERNMENT BAL NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) See Purchase Order	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS N/A	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>The purpose of this delivery order is to lease the following production color devices based on the minimum requirements listed in the attached Statement of Work.</p> <p>1) DC8002 (Docucolor 8000) including the DocuSP controller and ColorWorks 8000 Booklet Maker maintenance -----Attached is the schedule of prices</p> <p>2) D2500G Docucolor 250 including the D250EF12 Internal controller and components. -----Attached is the schedule of prices</p> <p>The amount incrementally funded is \$165,000.00.</p> <p>The project officer is Guy Beltz 301-415-6298.</p> <p>The Point of Contact for Division of Contracts is Sharlene McCubbin (301415-6565 or Brandi Hamilton (301) 415-0509.</p>					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$957,427.80	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME U.S. Nuclear Regulatory Commission Division of contracts Mail Stop T-7-I-2						NTE \$165,000.00	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) 11545 Rockville Pike							
c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852					
22. UNITED STATES OF AMERICA BY (Signature) 					23. NAME (Typed) Sharlene McCubbin Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER			

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

ADM002

RECEIVING REPORT

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

OPTIONAL FORM 347 (REV. 4/2006) BACK

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 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT (JUN 1988) ALTERNATE I (JUN 1988)

(a) The total estimated price to the Government for full performance under this contract is \$957,427.80.

(b) The amount presently obligated by the Government with respect to this contract is \$165,000.00.

(c) It is estimated that the amount currently allotted will cover performance through March 31, 2008.

A.4 52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause—

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

A.5 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on June 1, 2007 and will expire on May 31, 2008.

A.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

A.7 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.8 Compliance with U.S. Immigration Laws and Regulations

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

(End of Clause)

**Statement of Work
Reproduction & Distribution Services Section (RDSS)
Color Equipment Upgrade
For U.S. Nuclear Regulatory Commission (NRC)
Office of Administration (OADM)**

Background:

The U.S. Nuclear Regulatory Commission (NRC) currently operates an in-house duplicating operation to support all agency programs by producing multiple color copies, on a quick turnaround basis, of administrative and sensitive documents that cannot be commercially procured. The current color equipment configuration is made up of:

- one (1) Xerox Doc12 (12 CPM) copier (not connected)
- one (1) Xerox 2060 (60 CPM) copier (connected)

This equipment is outdated and can not keep up with current color volumes. The Doc12 is 6 years old and it's lease has expired. We are currently maintaining this equipment on a month by month basis. The 2060 lease will expire in 2007, and we need to increase our production capability. The Doc 12 is not connected to the NRC network due to security reason's.

The agency has significantly increased it's use of color over the past 4 to 5 years. The current equipment simply can not keep up with demand. The Xerox 2060 is connected to our Xerox FreeFlow make ready system and is connect to the NRC network through this portal.

Objectives:

To replace the two (2) existing production color devices currently in use, under a 60-month lease to include maintenance using state-of-the-art technology, that integrates with the current equipment being used in the Print Shop (FreeFlow DocUSP) and the existing network infrastructure.

Minimum Requirements-60-month Best Value Lease (BVL)

Hardware Minimum Requirements

Printer/Duplicator #1

- Support network connectivity to local area network (LAN)**
- Support existing Xerox Free Flow Scan and Make Ready electronic print workflow, and communicated seamlessly with all Monochrome Printers, allowing job forwarding between all Printers in the print shop.**
- Communicate directly with the Production Print path on Free Flow Scan and Make Ready, job ticketing features must be transferable.**
- Ability to manage volumes from 50,000 to 400,000 color copies/prints per month.**
- Provide at least four input paper trays to support various weights and colors of paper stock, minimum paper capacity: 8,000 sheets.**
- Printer must have an inline signature booklet maker as opposed to an offline device, providing 3 knife, full bleed trim, and post fusing interposer tray. Enabling the production of signature booklets automatically.**
- Provide minimum throughput of 80 (8 ½ X 11) pages per minute.**
- Support printing on page sizes ranging from 7.2" X 7.2" up to and including 12.6" X 19.2" or larger, full duplex.**
- Printer must be able to automatically duplex, with or without the use of a duplex tray.**
- Support printing on 9" x 11" tabs without the need to hand collate the tabs prior to printing.**
- Support printing on card stock up to 12.6" x 19.2", 300gsm or 110lb cover or greater.**
- Printer must support inline printing on multiple paper stocks within the same job with no manual collation, minimum of 4 paper stocks.**
- Printer must support duplexing on stock weights up to 220 gsm, or greater.**
- Printer must have ability to place two staples in a printed document automatically.**

- Print resolution must be at least 2,400 X 2,400 dots per square inch or greater.
- Printer must provide multiple line screening options including, but not limited to 200, 300, 600, and stochastic line screening.
- Printer must have online disk storage of print jobs (at the printer controller itself).
- Color Production System must be able to communicate with Free Flow Scan 665 offline scanner with Free Flow Scan and Make Ready with the ability to scan 65 pp, at 600dpi and support scanning and printing two-sided Color documents automatically.
- Existing Free Flow Scan and Make Ready scanning solution has the ability to change paper type within jobs, including tabs, and these changes must be reflected at the Color Printer controller for printing.
- Vendor should provide a single hotline number to be made available to handle service support of the color printer and existing Free Flow Scan and Make Ready.

PRINTER/DUPPLICATOR #2

(Backup Color Printer System/Offline for Secure Copying)

- System must be digital
- System must use a straight paper path.
- Color Printing/Copying speed must be a minimum of 50 pages per minute Color, 65 pages per minute Black and White.
- Scanning speed must be a minimum of 50 pages per minute Color, 80 pages per minute Black and White.
- Document feeder must hold at least 250 sheets, and accommodate mixed size originals.
- Must provide annotation and set numbering to accommodate, Safeguards and other secure printing requirements.
- Dedicated copier disk drive equal to or greater than 80 GB, to be removed prior to removal of the machine from the agency.
- Must be able to accommodate volumes with a duty cycle up to 250,000 copies Per month.

- Must provide booklet finishing including C-fold, fold and stitch, and 3 hole punch.
- Print/Copy resolution must be a least 2,400 X 2,400 DPI.
- Printer must use an oil free fusing process. To allow for interaction with other copying devices. (Covers)
- Scanning resolution must be at least 600 DPI.
- Ability to print/copy on heavy (110lb. Or 300 gsm) card and coated stock
- Maximum cut sheet size must be at least 13" X 19".
- Must have a bypass tray for heavy stock, should accommodate 250 sheets
- Ability to create and electronic master (copy) and produce multiple sets of documents using one-sided originals and producing both one-sided and two sides copies.
- Device must be able to process documents that contain up to at least 500 original pages as a single job. (Set building)
- System should incorporate multiple paper feeding trays, 5 if possible. At least 3 being adjustable. Total machine paper capacity should be 3,000 sheets. Device should be able to auto switch between trays.
- The system must be able to scan ahead new copy scan jobs while the present job is being produced.
- When using the scan-ahead or job interrupt capability, the system must be able to use all capabilities automatically, including the ability to copy off the glass for various priority job interruptions.
- Load/Unload paper while printer is running.
- Replace toner and other supplies while printer is running.
- Must have jam clearance indicator and Energy Star Compliant.

Equipment Acceptance and Criteria:

Equipment shall be delivered, connected to the NRC network infrastructure and fully operational within 30 calendar days of the contract award.

Prior to NRC acceptance of the equipment, the following acceptance methods shall be conducted.

- 1) Inspection-NRC staff shall perform a visual examination of all equipment to ensure the equipment is free of physical defects.
- 2) Test-The vendor shall perform acceptance testing on the equipment subsequent to the equipment being connected to the network infrastructure. The acceptance criteria are as follows.

The vendor shall successfully demonstrate:

- a) Saddle stitching, folding using the signature booklet maker.
- b) Systems integration between equipment, ability to submit jobs to all equipment from the FreeFlow or equivalent print station to 80PPM device.
- c) Interposer to insert color covers and pages inline.
- d) Freeflow prepress or equivalent software to scan and save as PDF, B&W and Color in a single PDF file.
- e) Automatic job recovery if equipment jams without manual intervention.
- f) Ability to scan multiple jobs to Que for non stop production.
- g) Ability to c-fold, 3 hole punch and produce booklets on device #2.

Period of Performance:

The period of performance is for 60 month lease.

Meetings and Travel:

Only local travel is expected to and from NRC HQ in Rockville, MD to deliver and connect equipment to the NRC network infrastructure, train NRC staff on new equipment, and to service equipment.

NRC Furnished Material and Equipment:

NRC will provide physical space with appropriate electrical and communication connections.

NRC Leased Equipment to be Traded for 60 month BVL of Upgrade Equipment:

One (1) Xerox Doc 12 Copier	S/N FU2-052-392	NRC Tag#077595
One (1) Xerox 2060 Color Duplicator	S/N PM7-326-761	NRC Tag#083058

Specific Billing Instructions:

The U. S. NRC request the following instructions to be followed when the company invoices the NRC. Please submit one (1) invoice a month, 12 invoices yearly clearly identifying the NRC purchase order number DR-10-07-423, broken down into the following categories to ensure proper tracking of the invoices against the purchase order:

1) DC8002 (Docucolor 8000 (includes 100,000 copies)	Monthly Price
2) DSP80002 (DocuSP controller)	Monthly price
3) Color Works 8000 Booklet Maker Maintenance	monthly price
4) Over usage of coping (over the limit included in monthly maintenance – (100,000) on Docucolor 8000	# of pages X .03 cents per impression
5) D2500G docucolor 250	Monthly Price
6) D250EF12 Internal controller for Docucolor 250	Monthly Price
7) Docucolor 250 impressions	# of pages X.035 cents per impression
8) Black and White copies for Docucolor 8000 and Docucolor 250	# of pages X .008 cents per impression
Total Monthly Price	\$ _____