ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 2

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

1. DATE OF ORDER: 12/17/2013

2. CONTRACT NO. (If any): GS25F0062L

3. ORDER NO.: NRC-HQ-40-14-T-0001

4. REQUISITION/REFERENCE NO.: ADM-14-0048

5. ISSUING OFFICE (Address correspondence to):
US NRC - HQ
ACQUISITION MANAGEMENT DIVISION
MAIL STOP 3WFN-05-C64MP
WASHINGTON DC 20555-0001

6. SHIP TO:
a. NAME OF CONSIGNEE: US NUCLEAR REGULATORY COMMISSION-
b. STREET ADDRESS: MAIL PROCESSING CENTER
4930 BOILING BROOK PARKWAY
c. CITY: ROCKVILLE
d. STATE: MD
e. ZIP CODE: 20852

7. TO:
a. NAME OF CONTRACTOR: XEROX
b. COMPANY NAME:
c. STREET ADDRESS: 7900 WESTPARK DR STE A400
d. CITY: MC LEAN
e. STATE: VA
f. ZIP CODE: 221024214

f. SHIP VIA:

8. TYPE OF ORDER
[ ] 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
[X] b. DELIVERY
Except for billing instructions on the reverse, this delivery 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.

9. ACCOUNTING AND APPROPRIATION DATA: See Schedule

10. REQUISITIONING OFFICE: OFFICE OF ADMINISTRATION

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
[ ] a. SMALL [X] b. OTHER THAN SMALL [ ] c. DISADVANTAGED [ ] d. WOMEN-OWNED [ ] e. HUBZone
[ ] f. SERVICE-DISABLED VETERAN-OWNED [ ] g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM [ ] h. EDWOSB

12. F.O.B. POINT:

13. PLACE OF
a. INSPECTION: Destination
b. ACCEPTANCE: Destination

14. GOVERNMENT B/L NO.:

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date):

16. DISCOUNT TERMS: Net 30

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)
	Contractor point of contact: Nora Murtha, 202-962-7830 or nmurtha@xerox.com Contracting Officer's Representative: Woody Machalak, 301-415-8488 or woody.machalak@nrc.gov Continued ...					

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:
17(h) TOTAL (Cont. pages): [redacted]

21. MAIL INVOICE TO:
a. NAME: US NUCLEAR REGULATORY COMMISSION
b. STREET ADDRESS (or P.O. Box): ONE WHITE FLINT NORTH
11555 ROCKVILLE PIKE
MAILSTOP O3-E17A
c. CITY: ROCKVILLE
d. STATE: MD
e. ZIP CODE: 20852-2738

SEE BILLING INSTRUCTIONS ON REVERSE

17(i) GRAND TOTAL: [redacted]

22. UNITED STATES OF AMERICA BY (Signature): 12/17/2013
Joseph L. Widdup

23. NAME (Typed): JOSEPH L. WIDDUP
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347 (Rev. 2/2012)
Prescribed by GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

DEC 27 2013

ADM002

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

DATE OF ORDER	CONTRACT NO.	ORDER NO.
12/17/2013	GS25F0062L	NRC-HQ-40-14-T-0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Accounting Info: 2014-X0200-FEEBASED-40-40D002-51-F-191-D2384-2570 Period of Performance: 12/31/2013 to 12/30/2018					
00001	60-month lease of the items and services in Attachment A to this order Lease Period: 12/31/2013 - 12/30/2018 Monthly Firm-Fixed-Price: [redacted] Line Item Ceiling$[redacted] Incrementally Funded Amount: [redacted] See Attachment 1, Price Schedule, for items and services being procured and monthly price for each. See Attachment 2 for items being traded in as part of this order. See Addendum 1 for terms and conditions for open market items. See Addendum 2 for Lease Termination Ceiling Charge Schedule and related terms and conditions. The obligated amount of award: [redacted] The total for this award is shown in box 17(i).				[redacted]	
	TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))				[redacted]	

4	IFFMKR (MAKEREADY) - Fps Set Labeling - Dell PC for FFMKR - Open Market Item - Documate 4799 Scanner - Open Market Item - Customer Ed - Analyst Services	Lease Term: 60 Purchase Option: FMV	- Xerox FPS2MKR S/N Trade-In as of Payment 74 - Xerox FFLOW CLR S/N EDB007898 Trade-In as of Payment 74	[redacted]	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term - Documate Scanners Include 5 year Advanced Exchange Warranty
5	IFFMKR (MAKEREADY) - Fps Set Labeling - Dell PC for FFMKR - Open Market Item - Documate 4799 Scanner - Open Market Item - Customer Ed - Analyst Services	Lease Term: 60 Purchase Option: FMV	- Xerox DIGIPATHPC S/N Trade-In as of Payment 74 - Xerox DIGIPATHPC S/N HHK298344 Trade-In	[redacted]	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term - Documate Scanners Include 5 year Advanced Exchange Warranty
6	IFFMKR (MAKEREADY) - Fps Set Labeling - Dell PC for FFMKR - Open Market Item - Documate 4799 Sheet feed Scanner Open Market Item - Documate 4700 Flatbed Scanner - Open Market Item - Customer Ed - Analyst Services	Lease Term: 60 Purchase Option: FMV	- Xerox DIGIPATHPC S/N Trade-In as of Payment 74	[redacted]	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term - Documate Scanners Include 5 year Advanced Exchange Warranty
7	XC1000P (XEROX COLOR 1000) - Hcs Dolly - Std Fin Plus - Full Width Array - High Cap Stacker - Interface Module - 2 Tray Ovrsz Hcf - Clear Housing Kit - C/z Folder - Plockmatic Inline Booklemaker Pro 50 - Open Market Item - C P Bourg BB3002 EVA Perfect Binder - Open Market Item - Customer Ed - Analyst Services	Lease Term: 60 Purchase Option: FMV	- Xerox DC8000 S/N Trade-In as of Payment 74 - Xerox DOCCOL250 S/N VGW686465 Trade-In as of Payment 78	[redacted] [redacted]	1: Meter 1 2: Meter 2 3: Meter 3 4. Meter 4	All Prints All Prints All Prints All Prints	[redacted]	- Maintenance and Consumable Supplies - Pricing Fixed for Term - Consumables purchased separately - Consumables purchased separately
8	FFPS1000 (FFPS FOR XC800/1000) - Controller Stand - Ffps Caster Kit - Ffps Clear Option - Customer Ed - Analyst Services	Lease Term: 60 Purchase Option: FMV	- Xerox DSP 8000 S/N Trade-In as of Payment 74 - Xerox DC250 EFI S/N AXA603834 Trade-In as of Payment 78	[redacted]	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
	Total			[redacted]	Monthly Lease Price			

GSA Federal Government Copier Contract GS-25F-0062L Best Value Lease
TCC's are hereto and made a part of this order

*Allowance and/or assumed overages not included in this pricing
Please account as necessary for assumed average volume

Item	Product Description	Agreement Information	Trade Information	Price	Print Charges			Maintenance Plan Features
					Meter	Volume Band	Per Print Rate	
1	J75M2G (J75 PRESS TAA) - Hi Cap Stacker - Lp C Fin 2/3hp & Stp - J75 2 Tray Ohcf - D4 Z-folder - Hcs Dolly - Square Fold Trimmer - Customer Ed - Analyst Services	Lease Term: 60 Purchase Option: FMV	- Xerox DC8000 S/N Trade-In as of Payment 78	[redacted]	1: Color 2: Black	All Prints All Prints	[redacted]	- Maintenance and Consumable Supplies - Pricing Fixed for Term
2	J75FFPS (FFPS FOR J75) - Photo Auto Tool - Xrite Pro2 Spectro - Color Server Stand - Customer Ed - Analyst Services	Lease Term: 60 Purchase Option: FMV	- Xerox DSF 8000 S/N Trade-In as of Payment 78	[redacted]	N/A	N/A	N/A	- Full Service Maintenance Included - Pricing Fixed for Term
3	DPS144 (NUVERA 144 EA SYSTEM) - 2nd Tone Bottle Kit - 30a Line Cord - Bfm W/direct Connect - Top Cover High - Top Cover Low - Feed Module Scanner - Imposition License - Insert Modle 4 Tray - Image Quality Pack - 2nd Lf Feed Mod 2t - Disk Overwrite - Productivity Pack - Postscript & Pcml Sw - Xerox Tape Binder - Productivity Plus - Customer Ed - Analyst Services	Lease Term: 60 Purchase Option: FMV	- Xerox 6135 S/N FLX000342 Trade-In as of Payment 74 - Xerox 61XX CNTRL S/N BTC001189 Trade-In as of Payment 74	[redacted]	1: Meter 1	All Prints	[redacted]	- Maintenance and Consumable Supplies - Pricing Fixed for Term

Item	Serial Number	NRC Tag Number
XEROX DOCUCOLOR 8000AP with CS platform, HC stacker and stapler, 2nd feeder and finisher interface unit	GWB-794935	L05235
XEROX DSP80002 CONTROLLER with DC6K Cable, DC8K Stand and Disc Overwrite	BVV-000632	L05236
XEROX 6135 Duplicator with DTBYPAS1 and 10B-T/Hub	FLX-000642	L05241
XEROX 6135 Controller with Printer Stand, Controller Stand and Imposition License	BTC-001189	L05242
Xerox FREEFLOW COLOR SCANNER #1 50 ppm color and 65ppm b&w	HHK-300584	L05240
Xerox FREEFLOW COLOR SCANNER #2 50 ppm color and 65ppm b&w	HHK-300587	L05243
Xerox FREEFLOW PC03 Dell Computer with FreeFlow software	EDB-007898	L05238
Xerox PPS2 MAKEREADY TABLE with Set Labeling (software license usage)	VCP-004183	L05239
Xerox DIGIPATH PC SCANNER	HHK-298344	L05239
XEROX DOCUCOLOR 8000 with DC80002 with mainframe, HC stacker and 2nd feeder	AHV-442599	L05235
Xerox Docucolor 8000 METER USAGE color copy over 100K at .0345¢ each Meter 2 copy b&w over 100K at .0093¢ all	AHV-442599	L05235
ColorWorks 8000 InLine Booklet Maker	YHL-0150011	L05235
Xerox DocuSP Controller DSP80002 with stand and disc overwrite	BVV-000579	L05235
Xerox Docucolor 250 Model D2500G with Mainframe, Stapler, HC Feeder and Pro-Finisher	VGW-686465	L05234
Xerox Docucolor 250 Duplicator Meter	VGW-686465	L05234
Xerox Docu250EF12 Internal Controller	AXA-603834	L05234

SECTION H - Special Contract Requirements

CONTRACTING OFFICER REPRESENTATIVE AUTHORITY

(a) The contracting officer's authorized representative (COR) for this order is:

Name: Woody Machalak
Address: 11555 Rockville Pike
Mail Stop OWFN/ P1-33
Rockville, MD 20852-2738
Telephone Number: 301-415-8488
woody.machalak@nrc.gov

(b) The COR shall:

(1) Monitor contractor performance and recommend changes in requirements to the contracting officer.

(2) Inspect and accept products/services provided under the order.

(3) Review all contractor invoices/vouchers requesting payment for products/services provided under the order and make recommendations for approval, disapproval, or suspension.

(c) The COR may not make changes to the express terms and conditions of this contract.

NRCH490 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

(2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;

(3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and

(4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

NRCH470 GREEN PURCHASING (SEP 2013)

(a) In furtherance of the sustainable acquisition goals included in Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance," products and services acquired under this contract/order shall be energy-efficient (Energy Star or Federal Energy Management Program (FEMP) designated), water-efficient, biobased, environmentally preferable (e.g., Electronic Product Environmental Assessment Tool (EPEAT) certified), non-ozone depleting, recycled content, and non-toxic or less toxic alternatives, to the maximum extent practicable in meeting NRC contractual requirements.

(b) See NRC's Green Purchasing Plan (GPP) at: http://pbadupws.nrc.gov/docs/ML1219//ML12191A130.pdf and the General Service Administration's (GSA) Green Procurement Compilation at: http://www.gsa.gov/portal/content/198257.

(c) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

NRCH430 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS

All contractor employees, subcontractor employees, and consultants proposed for performance or performing under this contract shall be subject to pre-assignment, random, reasonable suspicion, and post-accident drug testing applicable to: (1) individuals who require unescorted access to nuclear power plants, (2) individuals who have access to classified or safeguards information, (3) individuals who are required to carry firearms in performing security services for the NRC, (4) individuals who are required to operate government vehicles or transport passengers for the NRC, (5) individuals who are required to operate hazardous equipment at NRC facilities, or (6) individuals who admit to recent illegal drug use or those who are found through other means to be using drugs illegally. The Plan includes a contractor's employees and their subcontractors are subject to the procedures and terms of their employment agreements with their employer.

The NRC Drug Program Manager will schedule the drug testing for all contractor employees, subcontractor employees, and consultants who are subject to testing under this clause. Any NRC contractor found to be using, selling, or possessing illegal drugs, or any contractor with a verified positive drug test result under this program while in a

duty status will immediately be removed from working under the NRC contract. The contractor's employer will be notified of the denial or revocation of the individual's authorization to have access to information and ability to perform under the contract. The individual may not work on any NRC contract for a period of not less than one year from the date of the failed drug test and will not be considered for reinstatement unless evidence of rehabilitation, as determined by the NRC "drug testing contractor's" Medical Review Officer, is provided.

Contractor drug testing records are protected under the NRC Privacy Act Systems of Records, System 35, "Drug Testing Program Records - NRC" found at: http://www.nrc.gov/reading-rm/foia/privacy-systems.html

NRCH420 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (SEP 2013)

Prior to occupying any Government provided space at NRC Headquarters in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative (COR), from the Chief, Space Design Branch, Office of Administration. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

(1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor

(2) Removal from the space occupied

(3) Contract Termination

NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24 entitled: "Your Rights Under the Energy Reorganization Act".

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

NRCH340 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 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 Permanent Resident Form I-551 (Green Card), or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, http://www.uscis.gov/portal/site/uscis.

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.

SECTION B - Supplies or Services/Prices

NRCB060A CONSIDERATION AND OBLIGATION--DELIVERY ORDERS ALTERNATE I

(a) The ceiling for this order for supplies is $1,235,206.80..

(b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.

(c) The amount obligated with respect to this order is $$35,000.00..

(d) The Contractor shall comply with the provisions of FAR 52.232-20 - Limitation of Cost, for fully-funded delivery orders or task orders.

(End of Clause)

SECTION F - Deliveries or Performance

SECTION G - Contract Administration Data

NRCG030 ELECTRONIC PAYMENT (SEP 2013)

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. Payment shall be made in accordance with FAR 52.232-33, entitled "Payment by Electronic Funds Transfer-System Award Management".

To receive payment, the contractor shall prepare invoices in accordance with NRC's Billing Instructions. Claims shall be submitted on the payee's letterhead, invoice, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal – Continuation Sheet." The preferred method of submitting invoices is electronically to: OCFO ObligationsResource@nrc.gov.

(End of Clause)

SECTION I - Contract Clauses

ADDENDUM 1 TO GS25F0062L NRC-HQ-40-14-T-0001

ADDENDUM FOR OPEN MARKET ITEMS

This addendum provides terms and conditions governing the acquisition of items identified in the Deliver Order ("DO") as Open Market Items, specifically the Plockmatic Inline Bookmaker, CP Bourg Perfect Binder, Documate scanner, and Dell PC.

1. Support/Maintenance for Open Market Items Except For the Plockmatic Inline Bookmaker: For items identified in the DO as "Open Market Items," Xerox will have no obligation whatsoever to maintain or support the Equipment or included Base Software whether during or after any Manufacturer warranty period. You may enter into a separate and distinct agreement for Equipment (including software) maintenance and support with the Equipment manufacturer or a third party service provider. Xerox recommends that you do so with the manufacturer or third party service provider authorized by Xerox. Such manufacturer/third party service provider shall be solely responsible for the quality, timeliness and other terms and conditions of such maintenance/support services. Xerox shall have no liability whatsoever for the acts or omissions of such manufacturer/third party service provider.

2. Support/Maintenance for the Plockmatic Inline Bookmaker. Xerox shall maintain the Plockmatic Inline Bookmaker (the "Finishing Partner Equipment") in good working order, as follows:

   a. Unless otherwise stated in the Agreement, Finishing Partner Equipment Service will be provided during Xerox's standard working hours (excluding Xerox-recognized holidays) in areas within the United States, its territories, and possessions open for repair service for the Finishing Partner Equipment at issue. You agree to give Xerox reasonable access to the Finishing Partner Equipment. Finishing Partner Equipment Service shall cover repairs and adjustments required as a result of normal wear and tear or defects in materials or workmanship (and shall exclude repairs or adjustments Xerox determines to relate to or be affected by the use of options, accessories, or other connected products not serviced by Xerox, as well as any non-Xerox alterations, relocation, service, supplies, or consumables).

   b. Xerox shall perform scheduled maintenance at such times agreed to by both parties at each Finishing Partner Equipment location. Scheduled maintenance shall be performed as specified in the Finishing Partner Equipment Service Documentation.

   c. Xerox shall replace parts that are unserviceable as determined solely by Xerox on an exchange basis with new or parts equivalent to new in performance when used in the Finishing Partner Equipment. Additionally, parts may at times be replaced with an equivalent item (i.e. form, fit and function the same, but not necessarily the same brand as the replaced part). Exchanged parts removed from the Finishing Partner Equipment will become the property of Xerox.

   d. Customer shall perform Key Operator maintenance functions as described in the Finishing Partner Equipment operator's manuals.

   e. Xerox shall use only qualified Customer Service Engineers fully trained on maintenance requirements and operation of the Finishing Partner Equipment.

   f. Customer shall notify Xerox of the Finishing Partner Equipment failure and shall provide adequate working space, heat, light, ventilation and electrical current and outlets.

   g. Xerox shall respond within the time period specified in the Agreement, if any.

   h. Customer shall place unscheduled maintenance requests by calling the Xerox Service telephone number provided by Xerox.

   i. Xerox shall not be obligated to provide the following services under these Finishing Partner Equipment Services terms and conditions:

      i. Additional or optional retrofits.

      ii. Services as a result of Finishing Partner Equipment relocation.

      iii. Exterior painting or refinishing.

iv. Repair for damages resulting from Customer neglect or abuse.

v. Performance of normal key operator functions as described in the Finishing Partner Equipment operator's manuals.

vi. Finishing Partner Equipment reconditioning

vii. Repair of software (other than replacement of firmware).

j. Customer agrees to make available key operators or a systems administrator for the Finishing Partner Equipment. Training, if any, will be provided in accordance with the applicable Price List in effect on the date Xerox accepts the Agreement.

k. Customer represents that each item of Finishing Partner Equipment has a manufacturer's serial number and will at all times be located in facilities which meet all applicable health, environmental and safety standards.

3. Warranty for Open Market Items: Xerox will pass through to you the warranty (if any) extended and made applicable to the Equipment by the Manufacturer. XEROX DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURDOSE, AND NONINFRINGEMENT. IN ADDITION, YOU ACKNOWLEDGE AND AGREE THAT THE XEROX TOTAL SATISFACTION GUARANTEE IS NOT APPLICABLE TO THE OPEN MARKET ITEMS.

4. Software Licenses: The following clause applies with regard to the open market software items:

FAR 52.227-19 – Commercial Computer Software License (Dec 2007)

(a) Notwithstanding any contrary provisions contained in the Contractor's standard commercial license or lease agreement, the Contractor agrees that the Government will have the rights that are set forth in paragraph (b) of this clause to use, duplicate or disclose any commercial computer software delivered under this contract. The terms and provisions of this contract shall comply with Federal laws and the Federal Acquisition Regulation.

(b)

(1) The commercial computer software delivered under this contract may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b)(2) of this clause or as expressly stated otherwise in this contract.

(2) The commercial computer software may be—

(i) Used or copied for use with the computer(s) for which it was acquired, including use at any Government installation to which the computer(s) may be transferred;

(ii) Used or copied for use with a backup computer if any computer for which it was acquired is inoperative;

(iii) Reproduced for safekeeping (archives) or backup purposes;

(iv) Modified, adapted, or combined with other computer software, provided that the modified, adapted, or combined portions of the derivative software incorporating any of the delivered, commercial computer software shall be subject to same restrictions set forth in this contract;

(v) Disclosed to and reproduced for use by support service Contractors or their subcontractors, subject to the same restrictions set forth in this contract; and

(vi) Used or copied for use with a replacement computer.

(3) If the commercial computer software is otherwise available without disclosure restrictions, the Contractor licenses it to the Government without disclosure restrictions.

(c) The Contractor shall affix a notice substantially as follows to any commercial computer software delivered under this contract:

Notice--Notwithstanding any other lease or license agreement that may pertain to, or accompany the delivery of, this computer software, the rights of the Government regarding its use, reproduction and disclosure are as set forth in Government Contract No. GS25F0062L, Delivery Order No. NRC-HQ-40-14-T-0001.

5. To the extent not inconsistent with Paragraphs 1-3 of this Addendum, the following clause applies to the items identified in the DO as open market items:

52.212-4 Contract Terms and Conditions -- Commercial Items (Sep 2013)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

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

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

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public

enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer— System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any

United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss*. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

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

purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

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

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) System for Award Management (SAM).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through https://www.acquisition.gov.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

SOLUTION/SERVICES:

2. FREEFLOW LICENSE. The following terms apply to Xerox FreeFlow Print Server/DocuSP software included in Base Software ("FreeFlow Base Software") and/or Application Software identified as Xerox FreeFlow software (including, but not limited to, FreeFlow Makeready and FreeFlow Process Manager) (collectively, "FreeFlow Application Software"), and are additive to and supplement those found elsewhere in the Agreement. FreeFlow Base Software and FreeFlow Application Software are collectively referred to as "FreeFlow Software." 1. FreeFlow Software may include and/or incorporate font programs ("Font Programs") and other software provided by Adobe Systems Incorporated ("Adobe Software"). You may embed copies of the Font Programs into your electronic documents for the purpose of printing and viewing the document. You are responsible for ensuring that you have the right and are authorized by any necessary third parties to embed any Font Programs in electronic documents created with the FreeFlow Application Software. If the Font Programs are identified as "licensed for editable embedding" at www.adobe.com/type/browser/legal/embeddingeula, you may also embed copies of those Font Programs for the additional purpose of editing your electronic documents. No other embedding rights are implied or permitted under this license.

2. You will not, without the prior written consent of Xerox and its licensors: (a) alter the digital configuration of the FreeFlow Software, or solicit others to cause the same, so as to change the visual appearance of any of the FreeFlow Software output; (b) use the FreeFlow Software in any way that is not authorized by the Agreement; (c) use the embedded code within the FreeFlow Software outside of the Equipment on which it was installed or in a stand-alone, time-share or service bureau model; (d) disclose the results of any performance or benchmark tests of the FreeFlow Software; (e) use the FreeFlow Software for any purpose other than to carry out the purposes of the Agreement; or (f) disclose or otherwise permit any other person or entity access to the object code of the FreeFlow Software.

3. FreeFlow Process Manager contains Oracle Database Express Edition database software and documentation licensed from Oracle America, Inc ("Oracle"). Oracle grants you a nonexclusive, nontransferable limited license to use Database Express Edition for purposes of developing, prototyping and running your applications for your own internal data processing operations. Database Express Edition may be installed on a multiple CPU server, but may only be executed on one processor in any server. Upon not less than 45 days prior written notice, Xerox and/or its licensors may, at their expense, directly or through an independent auditor, audit your use of FreeFlow Process Manager and all relevant records not more than once annually. Any such audit will be conducted at a mutually agreed location and will not unreasonably interfere with your business activities.

4. The Copyright Management feature of FreeFlow Makeready ("FFCM") contains the Copyright Clearance Center, Inc. ("CCC") copyright licensing services feature of FFCM ("CCC Service"). You will comply with any applicable terms and conditions contained on the CCC website, www.copyright.com, and any other rights holder terms governing use of materials, which are accessible in FFCM. If CCC terminates Xerox s right to offer access to the CCC Service through FFCM, Xerox may, upon written notice and without any liability to you, terminate your right to access the CCC Service through FFCM. THE CCC SERVICE IS PROVIDED ""AS IS,"" WITHOUT ANY WARRANTIES, WHETHER EXPRESS OR IMPLIED. XEROX DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You will defend and indemnify Xerox from any and all losses, claims, damages, fines, penalties, interest, costs and expenses, including reasonable attorney fees, arising from or relating to your use of the CCC Service.

5. If you install FreeFlow Application Software on a computer that you supply, the following terms apply: (a) Xerox will only be obligated to support FreeFlow Application Software if it is installed on hardware and software meeting Xerox s published specifications (collectively "Workstation"); (b) IF YOU USE FREEFLOW APPLICATION SOFTWARE WITH ANY HARDWARE OR SOFTWARE OTHER THAN A WORKSTATION, ALL REPRESENTATIONS AND WARRANTIES ACCOMPANYING SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOID AND ANY SUPPORT/MAINTENANCE YOU CONTRACT FOR IN CONNECTION WITH SUCH FREEFLOW APPLICATION SOFTWARE WILL BE VOIDABLE AND/OR SUBJECT TO ADDITIONAL CHARGES; and (c) you are solely responsible for: (i) the acquisition and support, including any and all associated costs, charges and other fees, of any Workstation you supply; (ii) compliance with all terms governing such Workstation acquisition and support, including terms applicable to any non-Xerox software associated with such Workstation; and (iii) ensuring that such Workstation meets Xerox published specifications.

6. The following terms apply to FreeFlow Software licensed to U.S. government customers:

a. Java technology contained in FreeFlow Software is subject to: (i) FAR 52.227-14(g)(2) and FAR 52.227-19; and (ii) if licensed to the U.S. Department of Defense ("DOD"), DFARS 252.227-7015(b) and DFARS 227.7202-3(a).

b. Adobe Software is a "commercial item," as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212, and is licensed to civilian agencies consistent with the policy set forth in FAR 12.212, or to the DOD consistent with the policies set forth in DFARS 227.7202-1.

c. Oracle Database Express Edition is "commercial computer software" and is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7015 and FAR 52.227-19 as applicable.

PRICING PLAN/OFFERING SELECTED:

3. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

4. NON-XEROX PRODUCTS. Dell PC for FFMKR - Open Market Item, Documate 4799 Scanner - Open Market Item, XSA8R76444 - Open Market Item, XSA 8R76444 - Open Market Item, Documate 4799 Sheet feed Scanner - Open Market Item, Documate 4700 Flatbed Scanner - Open Market Item, Plockmatic Inline Bookletmaker Pro 50 - Open Market Item, C.P. Bourg BB3002 EVA Perfect Binder - Open Market Item were selected by you and are not sold by Xerox in the normal course of its business ("Non-Xerox Products"). If you signed a purchase contract for Non-Xerox Products, you assign to Xerox your rights but none of your obligations under such purchase contract. Xerox is leasing Non-Xerox Products to you "AS IS, WHERE IS" and XEROX MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND REGARDING NON-XEROX PRODUCTS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE AND NON-INFRINGEMENT. To the extent permitted to do so, Xerox assigns to you any warranty rights it has to Non-Xerox Products (which rights shall revert to Xerox if you default under this Agreement). Non-Xerox Products are not covered by Maintenance Services, and you will maintain throughout the initial Term a service agreement for Non-Xerox Products with a service provider acceptable to Xerox. You will pay all personal property taxes related to Non-Xerox Products. You assign to Xerox any rights you have to Non-Xerox Products and title will pass or revert to you (subject to any software licenses relating to Non-Xerox Products) upon expiration of the initial Term.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to Customer's network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit to Customer Releases for Software and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from Customer in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any Customer documents or other information residing on or passing through the Equipment or Customer's information management systems. Customer grants the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox s request, Cusomer will provide contact information for Equipment such as name and address of Customer contact and IP and physical addresses/locations of Equipment. Customer will enable Remote Data Access via a method prescribed by Xerox, and Customer will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, Customer will ensure that

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Terms and Conditions

Remote Data Access is maintained at all times Maintenance Services are being performed.

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GSA Operating Lease Termination Ceiling Charge Schedule
SUMMARY TOTAL

Customer Name: NUCLEAR REGULATORY COMMISSION, UNITED STATES

Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge
1	$772,518.71	33	$386,506.39	65	$0.00
2	$761,511.63	34	$373,247.57	66	$0.00
3	$750,440.34	35	$359,911.40	67	$0.00
4	$739,304.47	36	$346,497.45	68	$0.00
5	$728,103.64	37	$333,005.26	69	$0.00
6	$716,837.48	38	$319,434.37	70	$0.00
7	$705,505.60	39	$305,784.32	71	$0.00
8	$694,107.62	40	$292,054.62	72	$0.00
9	$682,643.15	41	$278,244.84	73	$0.00
10	$671,111.82	42	$264,354.51	74	$0.00
11	$659,513.23	43	$250,383.14	75	$0.00
12	$647,846.95	44	$236,330.29	76	$0.00
13	$636,112.63	45	$222,195.47	77	$0.00
14	$624,309.87	46	$207,978.19	78	$0.00
15	$612,438.25	47	$193,677.96	79	$0.00
16	$600,497.39	48	$179,294.30	80	$0.00
17	$588,486.85	49	$164,826.75	81	$0.00
18	$576,406.25	50	$150,274.82	82	$0.00
19	$564,255.18	51	$135,637.97	83	$0.00
20	$552,033.24	52	$120,915.77	84	$0.00
21	$539,740.00	53	$106,107.68	85	$0.00
22	$527,375.06	54	$91,213.21	86	$0.00
23	$514,937.99	55	$76,231.87	87	$0.00
24	$502,428.38	56	$61,163.14	88	$0.00
25	$489,845.79	57	$46,006.49	89	$0.00
26	$477,189.79	58	$30,761.44	90	$0.00
27	$464,459.96	59	$15,427.45	91	$0.00
28	$451,655.89	60	$4.02	92	$0.00
29	$438,777.12	61	$0.00	93	$0.00
30	$425,823.23	62	$0.00	94	$0.00
31	$412,793.76	63	$0.00	95	$0.00
32	$399,688.30	64	$0.00	96	$0.00

This Termination Ceiling Charge schedule is provided in accordance with the terms of Special Item Number 51 58 and 51 58a, "2.Ordering Instructions (5) the Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds."

GSA Operating Lease Termination Ceiling Charge Schedule

Customer Name: NUCLEAR REGULATORY COMMISSION, UNITED STATES
Configuration: J75M2G (J75 PRESS TAA)

VQX WorkSheet: T76124
VQX Unit#: 1

Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge
1	$73,712.73	33	$36,880.00	65	$0.00
2	$72,662.45	34	$35,614.86	66	$0.00
3	$71,606.04	35	$34,342.34	67	$0.00
4	$70,543.47	36	$33,062.40	68	$0.00
5	$69,474.70	37	$31,774.99	69	$0.00
6	$68,399.70	38	$30,480.07	70	$0.00
7	$67,318.43	39	$29,177.60	71	$0.00
8	$66,230.85	40	$27,867.53	72	$0.00
9	$65,136.93	41	$26,549.82	73	$0.00
10	$64,036.63	42	$25,224.42	74	$0.00
11	$62,929.91	43	$23,891.29	75	$0.00
12	$61,816.73	44	$22,550.39	76	$0.00
13	$60,697.06	45	$21,201.66	77	$0.00
14	$59,570.86	46	$19,845.07	78	$0.00
15	$58,438.09	47	$18,480.56	79	$0.00
16	$57,298.71	48	$17,108.09	80	$0.00
17	$56,152.68	49	$15,727.62	81	$0.00
18	$54,999.97	50	$14,339.09	82	$0.00
19	$53,840.53	51	$12,942.46	83	$0.00
20	$52,674.33	52	$11,537.69	84	$0.00
21	$51,501.33	53	$10,124.72	85	$0.00
22	$50,321.48	54	$8,703.51	86	$0.00
23	$49,134.75	55	$7,274.01	87	$0.00
24	$47,941.10	56	$5,836.17	88	$0.00
25	$46,740.49	57	$4,389.94	89	$0.00
26	$45,532.87	58	$2,935.28	90	$0.00
27	$44,318.21	59	$1,472.13	91	$0.00
28	$43,096.46	60	$0.45	92	$0.00
29	$41,867.59	61	$0.00	93	$0.00
30	$40,631.55	62	$0.00	94	$0.00
31	$39,388.30	63	$0.00	95	$0.00
32	$38,137.80	64	$0.00	96	$0.00

This Termination Ceiling Charge schedule is provided in accordance with the terms of Special Item Number 51 58 and 51 58a, "2.Ordering Instructions (5) the Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds."

GSA Operating Lease Termination Ceiling Charge Schedule

Customer Name: NUCLEAR REGULATORY COMMISSION, UNITED STATES
Configuration: J75FFPS (FFPS FOR J75)

VQX WorkSheet: T76124
VQX Unit#: 2

Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge
1	$25,040.48	33	$12,528.38	65	$0.00
2	$24,683.70	34	$12,098.61	66	$0.00
3	$24,324.84	35	$11,666.34	67	$0.00
4	$23,963.88	36	$11,231.54	68	$0.00
5	$23,600.82	37	$10,794.21	69	$0.00
6	$23,235.64	38	$10,354.33	70	$0.00
7	$22,868.33	39	$9,911.88	71	$0.00
8	$22,498.88	40	$9,466.85	72	$0.00
9	$22,127.27	41	$9,019.22	73	$0.00
10	$21,753.50	42	$8,568.98	74	$0.00
11	$21,377.55	43	$8,116.12	75	$0.00
12	$20,999.40	44	$7,660.61	76	$0.00
13	$20,619.05	45	$7,202.45	77	$0.00
14	$20,236.48	46	$6,741.61	78	$0.00
15	$19,851.68	47	$6,278.09	79	$0.00
16	$19,464.63	48	$5,811.86	80	$0.00
17	$19,075.32	49	$5,342.91	81	$0.00
18	$18,683.74	50	$4,871.23	82	$0.00
19	$18,289.88	51	$4,396.80	83	$0.00
20	$17,893.72	52	$3,919.60	84	$0.00
21	$17,495.25	53	$3,439.61	85	$0.00
22	$17,094.46	54	$2,956.82	86	$0.00
23	$16,691.33	55	$2,471.22	87	$0.00
24	$16,285.85	56	$1,982.79	88	$0.00
25	$15,878.00	57	$1,491.51	89	$0.00
26	$15,467.77	58	$997.36	90	$0.00
27	$15,055.15	59	$500.33	91	$0.00
28	$14,640.12	60	$0.40	92	$0.00
29	$14,222.67	61	$0.00	93	$0.00
30	$13,802.79	62	$0.00	94	$0.00
31	$13,380.46	63	$0.00	95	$0.00
32	$12,955.66	64	$0.00	96	$0.00

This Termination Ceiling Charge schedule is provided in accordance with the terms of Special Item Number 51 58 and 51 58a, "2.Ordering Instructions (5) the Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds."

GSA Operating Lease Termination Ceiling Charge Schedule

Customer Name: NUCLEAR REGULATORY COMMISSION, UNITED STATES
Configuration: DPS144 (NUVERA 144 EA SYSTEM)

VQX WorkSheet: T76124
VQX Unit#: 3

Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge
1	$172,020.12	33	$86,064.82	65	$0.00
2	$169,569.12	34	$83,112.41	66	$0.00
3	$167,103.82	35	$80,142.78	67	$0.00
4	$164,624.14	36	$77,155.83	68	$0.00
5	$162,130.00	37	$74,151.46	69	$0.00
6	$159,621.31	38	$71,129.56	70	$0.00
7	$157,097.98	39	$68,090.03	71	$0.00
8	$154,559.93	40	$65,032.77	72	$0.00
9	$152,007.08	41	$61,957.68	73	$0.00
10	$149,439.34	42	$58,864.65	74	$0.00
11	$146,856.62	43	$55,753.58	75	$0.00
12	$144,258.83	44	$52,624.36	76	$0.00
13	$141,645.89	45	$49,476.89	77	$0.00
14	$139,017.71	46	$46,311.06	78	$0.00
15	$136,374.20	47	$43,126.76	79	$0.00
16	$133,715.27	48	$39,923.88	80	$0.00
17	$131,040.83	49	$36,702.32	81	$0.00
18	$128,350.78	50	$33,461.97	82	$0.00
19	$125,645.04	51	$30,202.71	83	$0.00
20	$122,923.52	52	$26,924.44	84	$0.00
21	$120,186.12	53	$23,627.05	85	$0.00
22	$117,432.76	54	$20,310.42	86	$0.00
23	$114,663.33	55	$16,974.45	87	$0.00
24	$111,877.75	56	$13,619.02	88	$0.00
25	$109,075.92	57	$10,244.01	89	$0.00
26	$106,257.75	58	$6,849.32	90	$0.00
27	$103,423.14	59	$3,434.82	91	$0.00
28	$100,571.99	60	$0.41	92	$0.00
29	$97,704.21	61	$0.00	93	$0.00
30	$94,819.70	62	$0.00	94	$0.00
31	$91,918.36	63	$0.00	95	$0.00
32	$89,000.10	64	$0.00	96	$0.00

This Termination Ceiling Charge schedule is provided in accordance with the terms of Special Item Number 51 58 and 51 58a, "2.Ordering Instructions (5) the Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds."

GSA Operating Lease Termination Ceiling Charge Schedule

Customer Name: NUCLEAR REGULATORY COMMISSION, UNITED STATES
Configuration: IFFMKR (MAKEREADY)

VQX WorkSheet: T76124
VQX Unit#: 4

Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge
1	$34,080.22	33	$17,051.23	65	$0.00
2	$33,594.64	34	$16,466.32	66	$0.00
3	$33,106.23	35	$15,877.99	67	$0.00
4	$32,614.97	36	$15,286.23	68	$0.00
5	$32,120.84	37	$14,691.02	69	$0.00
6	$31,623.83	38	$14,092.34	70	$0.00
7	$31,123.92	39	$13,490.17	71	$0.00
8	$30,621.10	40	$12,884.48	72	$0.00
9	$30,115.34	41	$12,275.26	73	$0.00
10	$29,606.63	42	$11,662.49	74	$0.00
11	$29,094.96	43	$11,046.14	75	$0.00
12	$28,580.30	44	$10,426.20	76	$0.00
13	$28,062.64	45	$9,802.64	77	$0.00
14	$27,541.96	46	$9,175.44	78	$0.00
15	$27,018.24	47	$8,544.58	79	$0.00
16	$26,491.47	48	$7,910.04	80	$0.00
17	$25,961.62	49	$7,271.80	81	$0.00
18	$25,428.68	50	$6,629.84	82	$0.00
19	$24,892.63	51	$5,984.13	83	$0.00
20	$24,353.46	52	$5,334.66	84	$0.00
21	$23,811.14	53	$4,681.40	85	$0.00
22	$23,265.66	54	$4,024.33	86	$0.00
23	$22,717.00	55	$3,363.43	87	$0.00
24	$22,165.14	56	$2,698.67	88	$0.00
25	$21,610.06	57	$2,030.03	89	$0.00
26	$21,051.74	58	$1,357.49	90	$0.00
27	$20,490.16	59	$681.03	91	$0.00
28	$19,925.31	60	$0.62	92	$0.00
29	$19,357.16	61	$0.00	93	$0.00
30	$18,785.70	62	$0.00	94	$0.00
31	$18,210.90	63	$0.00	95	$0.00
32	$17,632.75	64	$0.00	96	$0.00

This Termination Ceiling Charge schedule is provided in accordance with the terms of Special Item Number 51 58 and 51 58a, "2.Ordering Instructions (5) the Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds."

GSA Operating Lease Termination Ceiling Charge Schedule

Customer Name: NUCLEAR REGULATORY COMMISSION, UNITED STATES
Configuration: IFFMKR (MAKEREADY)

VQX WorkSheet: T76124
VQX Unit#: 5

Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge
1	$34,080.22	33	$17,051.23	65	$0.00
2	$33,594.64	34	$16,466.32	66	$0.00
3	$33,106.23	35	$15,877.99	67	$0.00
4	$32,614.97	36	$15,286.23	68	$0.00
5	$32,120.84	37	$14,691.02	69	$0.00
6	$31,623.83	38	$14,092.34	70	$0.00
7	$31,123.92	39	$13,490.17	71	$0.00
8	$30,621.10	40	$12,884.48	72	$0.00
9	$30,115.34	41	$12,275.26	73	$0.00
10	$29,606.63	42	$11,662.49	74	$0.00
11	$29,094.96	43	$11,046.14	75	$0.00
12	$28,580.30	44	$10,426.20	76	$0.00
13	$28,062.64	45	$9,802.64	77	$0.00
14	$27,541.96	46	$9,175.44	78	$0.00
15	$27,018.24	47	$8,544.58	79	$0.00
16	$26,491.47	48	$7,910.04	80	$0.00
17	$25,961.62	49	$7,271.80	81	$0.00
18	$25,428.68	50	$6,629.84	82	$0.00
19	$24,892.63	51	$5,984.13	83	$0.00
20	$24,353.46	52	$5,334.66	84	$0.00
21	$23,811.14	53	$4,681.40	85	$0.00
22	$23,265.66	54	$4,024.33	86	$0.00
23	$22,717.00	55	$3,363.43	87	$0.00
24	$22,165.14	56	$2,698.67	88	$0.00
25	$21,610.06	57	$2,030.03	89	$0.00
26	$21,051.74	58	$1,357.49	90	$0.00
27	$20,490.16	59	$681.03	91	$0.00
28	$19,925.31	60	$0.62	92	$0.00
29	$19,357.16	61	$0.00	93	$0.00
30	$18,785.70	62	$0.00	94	$0.00
31	$18,210.90	63	$0.00	95	$0.00
32	$17,632.75	64	$0.00	96	$0.00

This Termination Ceiling Charge schedule is provided in accordance with the terms of Special Item Number 51 58 and 51 58a, "2.Ordering Instructions (5) the Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds."

GSA Operating Lease Termination Ceiling Charge Schedule

Customer Name: NUCLEAR REGULATORY COMMISSION, UNITED STATES
Configuration: IFFMKR (MAKEREADY)

VQX WorkSheet: T76124
VQX Unit#: 6

Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge
1	$35,137.95	33	$17,580.47	65	$0.00
2	$34,637.30	34	$16,977.40	66	$0.00
3	$34,133.73	35	$16,370.81	67	$0.00
4	$33,627.22	36	$15,760.69	68	$0.00
5	$33,117.76	37	$15,147.01	69	$0.00
6	$32,605.33	38	$14,529.75	70	$0.00
7	$32,089.91	39	$13,908.89	71	$0.00
8	$31,571.48	40	$13,284.41	72	$0.00
9	$31,050.03	41	$12,656.28	73	$0.00
10	$30,525.54	42	$12,024.49	74	$0.00
11	$29,997.99	43	$11,389.01	75	$0.00
12	$29,467.36	44	$10,749.83	76	$0.00
13	$28,933.63	45	$10,106.92	77	$0.00
14	$28,396.79	46	$9,460.26	78	$0.00
15	$27,856.82	47	$8,809.82	79	$0.00
16	$27,313.70	48	$8,155.59	80	$0.00
17	$26,767.41	49	$7,497.54	81	$0.00
18	$26,217.93	50	$6,835.66	82	$0.00
19	$25,665.25	51	$6,169.91	83	$0.00
20	$25,109.34	52	$5,500.28	84	$0.00
21	$24,550.19	53	$4,826.74	85	$0.00
22	$23,987.78	54	$4,149.28	86	$0.00
23	$23,422.09	55	$3,467.86	87	$0.00
24	$22,853.10	56	$2,782.47	88	$0.00
25	$22,280.79	57	$2,093.08	89	$0.00
26	$21,705.14	58	$1,399.67	90	$0.00
27	$21,126.13	59	$702.21	91	$0.00
28	$20,543.75	60	$0.69	92	$0.00
29	$19,957.97	61	$0.00	93	$0.00
30	$19,368.77	62	$0.00	94	$0.00
31	$18,776.13	63	$0.00	95	$0.00
32	$18,180.04	64	$0.00	96	$0.00

This Termination Ceiling Charge schedule is provided in accordance with the terms of Special Item Number 51 58 and 51 58a, "2.Ordering Instructions (5) the Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds."

GSA Operating Lease Termination Ceiling Charge Schedule

Customer Name: NUCLEAR REGULATORY COMMISSION, UNITED STATES
Configuration: XC1000P (XEROX COLOR 1000)

VQX WorkSheet: T76124
VQX Unit#: 7

Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge
1	$323,131.23	33	$161,668.21	65	$0.00
2	$318,527.14	34	$156,122.25	66	$0.00
3	$313,896.19	35	$150,543.94	67	$0.00
4	$309,238.23	36	$144,933.09	68	$0.00
5	$304,553.10	37	$139,289.51	69	$0.00
6	$299,840.64	38	$133,613.01	70	$0.00
7	$295,100.69	39	$127,903.40	71	$0.00
8	$290,333.09	40	$122,160.48	72	$0.00
9	$285,537.68	41	$116,384.06	73	$0.00
10	$280,714.30	42	$110,573.95	74	$0.00
11	$275,862.78	43	$104,729.94	75	$0.00
12	$270,982.96	44	$98,851.84	76	$0.00
13	$266,074.67	45	$92,939.46	77	$0.00
14	$261,137.75	46	$86,992.59	78	$0.00
15	$256,172.03	47	$81,011.03	79	$0.00
16	$251,177.35	48	$74,994.57	80	$0.00
17	$246,153.53	49	$68,943.02	81	$0.00
18	$241,100.41	50	$62,856.17	82	$0.00
19	$236,017.81	51	$56,733.81	83	$0.00
20	$230,905.56	52	$50,575.74	84	$0.00
21	$225,763.49	53	$44,381.75	85	$0.00
22	$220,591.42	54	$38,151.62	86	$0.00
23	$215,389.18	55	$31,885.15	87	$0.00
24	$210,156.60	56	$25,582.13	88	$0.00
25	$204,893.49	57	$19,242.34	89	$0.00
26	$199,599.68	58	$12,865.57	90	$0.00
27	$194,274.99	59	$6,451.60	91	$0.00
28	$188,919.24	60	$0.21	92	$0.00
29	$183,532.25	61	$0.00	93	$0.00
30	$178,113.83	62	$0.00	94	$0.00
31	$172,663.81	63	$0.00	95	$0.00
32	$167,182.00	64	$0.00	96	$0.00

This Termination Ceiling Charge schedule is provided in accordance with the terms of Special Item Number 51 58 and 51 58a, "2.Ordering Instructions (5) the Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds."

GSA Operating Lease Termination Ceiling Charge Schedule

Customer Name: NUCLEAR REGULATORY COMMISSION, UNITED STATES
Configuration: FFPS1000 (FFPS FOR XC800/1000)

VQX WorkSheet: T76124
VQX Unit#: 8

Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge	Payment #	Term Ceiling Charge
1	$75,315.76	33	$37,682.05	65	$0.00
2	$74,242.64	34	$36,389.40	66	$0.00
3	$73,163.26	35	$35,089.21	67	$0.00
4	$72,077.59	36	$33,781.44	68	$0.00
5	$70,985.58	37	$32,466.04	69	$0.00
6	$69,887.20	38	$31,142.97	70	$0.00
7	$68,782.42	39	$29,812.18	71	$0.00
8	$67,671.19	40	$28,473.62	72	$0.00
9	$66,553.48	41	$27,127.26	73	$0.00
10	$65,429.25	42	$25,773.04	74	$0.00
11	$64,298.46	43	$24,410.92	75	$0.00
12	$63,161.07	44	$23,040.86	76	$0.00
13	$62,017.05	45	$21,662.81	77	$0.00
14	$60,866.36	46	$20,276.72	78	$0.00
15	$59,708.95	47	$18,882.54	79	$0.00
16	$58,544.79	48	$17,480.23	80	$0.00
17	$57,373.84	49	$16,069.74	81	$0.00
18	$56,196.06	50	$14,651.02	82	$0.00
19	$55,011.41	51	$13,224.02	83	$0.00
20	$53,819.85	52	$11,788.70	84	$0.00
21	$52,621.34	53	$10,345.01	85	$0.00
22	$51,415.84	54	$8,892.90	86	$0.00
23	$50,203.31	55	$7,432.32	87	$0.00
24	$48,983.70	56	$5,963.22	88	$0.00
25	$47,756.98	57	$4,485.55	89	$0.00
26	$46,523.10	58	$2,999.26	90	$0.00
27	$45,282.02	59	$1,504.30	91	$0.00
28	$44,033.71	60	$0.62	92	$0.00
29	$42,778.11	61	$0.00	93	$0.00
30	$41,515.19	62	$0.00	94	$0.00
31	$40,244.90	63	$0.00	95	$0.00
32	$38,967.20	64	$0.00	96	$0.00

This Termination Ceiling Charge schedule is provided in accordance with the terms of Special Item Number 51 58 and 51 58a, "2.Ordering Instructions (5) the Contracting Officer shall insert the agreed upon termination ceiling charge for the first year in the order and modify it for successive years upon availability of funds."

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CONTRACTING OFFICER REPRESENTATIVE AUTHORITY 2
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NRCH480 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS 3
NRCH470 GREEN PURCHASING (SEP 2013) 3
NRCH430 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS 3
NRCH420 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (SEP 2013) 4
NRCH410 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES 4
NRCH340 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS 5
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NRCB060A CONSIDERATION AND OBLIGATION--DELIVERY ORDERS ALTERNATE I 6
SECTION F - Deliveries or Performance 7
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SECTION I - Contract Clauses 9

ATTACHMENT

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (MAY 2013)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM data.

The contractor shall prepare invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation shall be submitted to the following address:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

Purchase of Capital Property: *($50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of $50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of Standard Form 26, Block 25 of Standard Form 33, or Block 18a of Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

ATTACHMENT

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (MAY 2013)

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (July 2011).

ATTACHMENT

BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (MAY 2013)

INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL (SAMPLE FORMAT - COVER SHEET)

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

2. Invoice/Voucher Information

a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

b. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site: http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs)).

c. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the System for Award Management (SAM) database at http://sam.gov and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

d. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.

e. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**

ATTACHMENT

BILLING INSTRUCTIONS FOR FIXED-PRICE TYPE CONTRACTS (MAY 2013)

f. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.

g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.

h. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.

i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.

j. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).

k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.

l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked FINAL INVOICE" or "FINAL VOUCHER".

o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.

q. Grand Totals.