

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 09/30/2014		2. CONTRACT NO. (If any) GS25F0030M		6. SHIP TO.	
3. ORDER NO. NRC-HQ-40-14-T-0001		4. REQUISITION/REFERENCE NO ADM-14-0307		a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION-	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001				b. STREET ADDRESS MAIL PROCESSING CENTER 4930 BOILING BROOK PARKWAY	
c. CITY VIENNA		e. STATE VA	d. STATE MD		e. ZIP CODE 20852
7. TO: a. NAME OF CONTRACTOR KONICA MINOLTA BUSINESS SOLUTIONS USA INC				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 1595 SPRING HILL RD STE 410				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY	
d. CITY VIENNA				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.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFFICE OF ADMINISTRATION	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<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. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM	<input type="checkbox"/> h. EDWOSB			
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 10/01/2014	
a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS	

**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)
	This is an order under GSA Contract GS25F0030M and is subject to the terms and conditions contained in this contract.  NRC Contracting Officer's Representative: Barbara Blount, 301-415-0535 Continued ...					

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)	
	21. MAIL INVOICE TO:							
	a. NAME NRC PAYMENTS						\$82,299.72	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P O Box) NRCPAYMENTSNRRCGOV							
c. CITY		d. STATE	e. ZIP CODE			\$303,731.47		

22. UNITED STATES OF AMERICA BY (Signature)		09/30/2014	23. NAME (Typed) SHEILA H. BUMPASS TITLE: CONTRACTING/ORDERING OFFICER	
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TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OCT 21 2014

ADM002

**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

2

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

DATE OF ORDER  
09/30/2014

CONTRACT NO.  
GS25F0030M

ORDER NO  
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)
	Contractor POC: Cynthia Triplin, (703) 842-3214					
	Period of Performance, Including Options: October 1, 2014 - September 30, 2017 Accounting Info: 2014-X0200-FEEBASED-40-40D002-51-F-191-J1102 -2570					
00001	Maintenance Services. See Price Schedule for CLIN breakdown. Line Item Ceiling\$82,299.72 Incrementally Funded Amount: \$65,000.00				82,299.72	
10001	Option Period 1 Amount: \$105,111.34 (Option Line Item) Anticipated Exercise Date10/01/2015 Line Item Ceiling\$105,111.34				0.00	
20001	Option Period 2 Amount: \$116,320.41 (Option Line Item) Anticipated Exercise Date10/01/2016 Line Item Ceiling\$116,320.41				0.00	
	The obligated amount of award: \$65,000.00. The total for this award is shown in box 17(i).					

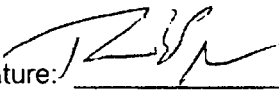
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$82,299.72

**CONTINUATION PAGE**

Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.

ACCEPTED:

Signature: 

Name: Peter R. ...

Title: Director, Govt Contracts

Date: 9.30.14

**PRICE/COST SCHEDULE****Base Period (Oct 1, 2014 - Sept 30, 2015)**

<b>Fixed Price Items</b>								
CLIN	Item	Previous Order Number	Maximum Number of Copies Per Month (Monthly Volume)	Number of Units Per Copier	Units	Number of Copiers	Monthly Unit Price	Total
0001	BIZHUB 420 Monthly Maintenance Fee*	NRC-HQ-13-F-10-0019	2,000	12	Months	15	\$12.00	\$2,160.00
0002	BIZHUB 750 Monthly Maintenance Fee*	NRC-HQ-13-F-10-0019	3,000	12	Months	51	\$9.00	\$5,508.00
0003	BIZHUB 751 Monthly Maintenance Fee*	NRC-DR-10-09-403	29,411	12	Months	17	\$120.58	\$24,598.32
0004	BIZHUB 920 Monthly Maintenance Fee*	NRC-HQ-13-F-10-0019	10,000	12	Months	5	\$40.00	\$2,400.00
0005	BIZHUB C550 Serial No. A00J011000473 Monthly Maintenance Fee* (B&W or Color Copies)	NRC-DR-10-09-403	10,000	12	Months	1	\$240.95	\$2,891.40
0006	BIZHUB C550 Serial No. A00J011000208, A00J011000047, A00J011000081, A00J011000051, A00J011000463 and A00J011000211 Monthly Maintenance Fee* (B&W Base)	NRC-HQ-13-F-10-0019	5,000	12	Months	6	\$49.00	\$3,528.00
Subtotal						95		\$41,085.72

## Notes:

\*Monthly Maintenance Fees include all costs for labor, transportation, and replacement/spare parts (excluding consumable operating supplies).

<b>Indefinite Delivery Indefinite Quantity</b>								
CLIN	Item	Monthly Volume included in Fixed Price CLIN	Estimated Maximum Number of Units Per Copier that Exceed the Monthly Volume	Units	Number of Months	Number of Copiers	Copy Unit Price	Total
0007	Overages							
0007a	BIZHUB 420 Overage Fee for Copies above Monthly Volume	2,000	5,000	Copy	12	15	\$0.006	\$5,400.000
0007b	BIZHUB 750 Overage Fee for Copies above Monthly Volume	3,000	5,000	Copy	12	51	0.003	\$9,180.000

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0007c	BIZHUB 751 Overage Fee for Copies above Monthly Volume	29,411	5,000	Copy	12	17	0.0041	\$4,182.000
0007d	BIZHUB 920 Overage Fee for Copies above Monthly Volume	10,000	5,000	Copy	12	5	0.004	\$1,200.000
0007e	BIZHUB C550 Serial No. A00J011000473 Overage Fee for B&W or Color Copies above Monthly Volume	10,000	5,000	Copy	12	1	0.0254	\$1,524.000
0007f	BIZHUB C550 Serial No. A00J011000208, A00J011000047, A00J011000081, A00J011000051, A00J011000463 and A00J011000211 Overage Fee for B&W Copies above Monthly Volume	5,000	5,000	Copy	12	6	0.0098	\$3,528.000
0007g	BIZHUB C550 Serial No. A00J011000208, A00J011000047, A00J011000081, A00J011000051, A00J011000463 and A00J011000211 Overage Fee for Color Copies above Monthly Volume	5,000	5,000	Copy	12	6	0.045	\$16,200.000
Not-to-Exceed Subtotal								\$41,214.00
<b>Total for Base Period</b>								<b>\$82,299.72</b>

**Option Period 1 (Oct 1, 2015 - Sept 30, 2016)**

Fixed Price Items								
CLIN	Item	Previous Order Number	Maximum Number of Copies Per Month (Monthly Volume)	Number of Units Per Copier	Units	Number of Copiers	Not-to-Exceed Monthly Unit Price**	Total
1001	BIZHUB 420 Monthly Maintenance Fee*	NRC-HQ-13-F-10-0019	2,000	12	Months	15	\$12.60	\$2,268.00
1002	BIZHUB 750 Monthly Maintenance Fee*	NRC-HQ-13-F-10-0019	3,000	12	Months	51	\$9.45	\$5,783.40
1003	BIZHUB 751 Monthly Maintenance Fee*	NRC-DR-10-09-403	29,411	12	Months	17	\$126.61	\$25,828.24
1004	BIZHUB 920 Monthly Maintenance Fee*	NRC-HQ-13-F-10-0019	10,000	12	Months	5	\$42.00	\$2,520.00
1005	BIZHUB C550 Serial No. A00J011000473 Monthly Maintenance Fee* (B&W or Color Copies)	NRC-DR-10-09-403	10,000	12	Months	1	\$253.00	\$3,035.97

1006	BIZHUB C550 Serial No. A00J011000208, A00J011000047, A00J011000081, A00J011000051, A00J011000463 and A00J011000211 Monthly Maintenance Fee* (B&W Base)	NRC-HQ-13-F-10-0019	5,000	12	Months	6	\$51.45	\$3,704.40
1008	<b>OPTION ITEM:</b> BIZHUB C552 Monthly Maintenance Fee with Supplies**	NRC-DR-10-10-416	5,000 B&W and 2,500 Color	12	Months	6	\$259.68	\$18,696.64
Not-to-Exceed Subtotal						101		\$61,836.64

Notes:

\*Monthly Maintenance Fees include all costs for labor, transportation, and replacement/spare parts (excluding consumable operating supplies).

\*\*Monthly Maintenance Fees with Supplies include all costs for labor, transportation, replacement/spare parts, and consumable operating supplies (except paper).

\*\*\*Escalation Rate will be Negotiated Annually and is NTE 5%

Indefinite Delivery Indefinite Quantity								
CLIN	Item	Monthly Volume included in Fixed Price CLIN	Estimated Maximum Number of Units Per Copier that Exceed the Monthly Volume	Units	Number of Months	Number of Copiers	NTE Copy Unit Price***	Total
1007	Overages							
1007a	BIZHUB 420 Overage Fee for Copies above Monthly Volume	2,000	5,000	Copy	12	15	\$0.006	\$5,670.000
1007b	BIZHUB 750 Overage Fee for Copies above Monthly Volume	3,000	5,000	Copy	12	51	0.00315	\$9,639.000
1007c	BIZHUB 751 Overage Fee for Copies above Monthly Volume	29,411	5,000	Copy	12	17	0.004305	\$4,391.100
1007d	BIZHUB 920 Overage Fee for Copies above Monthly Volume	10,000	5,000	Copy	12	5	0.0042	\$1,260.000
1007e	BIZHUB C550 Serial No. A00J011000473 Overage Fee for B&W or Color Copies above Monthly Volume	10,000	5,000	Copy	12	1	0.02667	\$1,600.200

1007f	BIZHUB C550 Serial No. A00J011000208, A00J011000047, A00J011000081, A00J011000051, A00J011000463 and A00J011000211 Overage Fee for B&W Copies above monthly base	5000	5,000	Copy	12	6	0.01029	\$3,704.400
1007g	BIZHUB C550 Serial No. A00J011000208, A00J011000047, A00J011000081, A00J011000051, A00J011000463 and A00J011000211 Overage Fee for Color Copies above monthly base	0	5,000	Copy	12	6	0.04725	\$17,010.000
Not-to-Exceed Subtotal								\$43,274.70
<b>Total for Option Period 1 (if option items are exercised)</b>								<b>\$105,111.34</b>

**Option Period 2 (Oct 1, 2016 - Sept 30, 2017)**

Fixed-Price Items								
CLIN	Item	Previous Order Number	Maximum Number of Copies Per Month (Monthly Volume)	Number of Units Per Copier	Units	Number of Copiers	NTE Monthly Unit Price***	Total
2001	BIZHUB 420 Monthly Maintenance Fee*	NRC-HQ-13-F-10-0019	2,000	12	Months	15	\$13.23	\$2,381.40
2002	BIZHUB 750 Monthly Maintenance Fee*	NRC-HQ-13-F-10-0019	3,000	12	Months	51	\$9.92	\$6,072.57
2003	BIZHUB 751 Monthly Maintenance Fee*	NRC-DR-10-09-403	29,411	12	Months	17	\$132.94	\$27,119.65
2004	BIZHUB 920 Monthly Maintenance Fee*	NRC-HQ-13-F-10-0019	10,000	12	Months	5	\$44.10	\$2,646.00
2005	BIZHUB C550 Serial No. A00J011000473 Monthly Maintenance Fee* (B&W or Color Copies)	NRC-DR-10-09-403	10,000	12	Months	1	\$265.65	\$3,187.77

2006	BIZHUB C550 Serial No. A00J011000208, A00J011000047, A00J011000081, A00J011000051, A00J011000463 and A00J011000211 Monthly Maintenance Fee* (B&W Base)	NRC-HQ-13-F-10-0019	5,000	12	Months	7	\$54.02	\$4,537.89
2008	<b>OPTION ITEM:</b> BIZHUB C552 Monthly Maintenance Fee with Supplies**	NRC-DR-10-10-416	5,000 B&W and 2,500 Color	12	Months	6	\$272.66	\$19,631.47
Not-to-Exceed Subtotal						101		\$65,576.74

Notes:

\*Monthly Maintenance Fees include all costs for labor, transportation, and replacement/spare parts (excluding consumable operating supplies).

\*\*Monthly Maintenance Fees with Supplies include all costs for labor, transportation, replacement/spare parts, and consumable operating supplies (except paper).

\*\*\*Escalation Rate will be Negotiated Annually and is NTE 5%

Indefinite Delivery Indefinite Quantity								
CLIN	Item	Monthly Volume included in Fixed Price CLIN	Estimated Maximum Number of Units Per Copier that Exceed the Monthly Volume	Units	Number of Months	Number of Copiers	NTE Copy Unit Price***	Total
2007	Overages							
2007a	BIZHUB 420 Overage Fee for Copies above Monthly Volume	2,000	5,000	Copy	12	15	\$0.007	\$5,953.50
2007b	BIZHUB 750 Overage Fee for Copies above Monthly Volume	3,000	5,000	Copy	12	51	0.003308	\$10,120.95
2007c	BIZHUB 751 Overage Fee for Copies above Monthly Volume	29,411	5,000	Copy	12	17	0.00452	\$4,610.66
2007d	BIZHUB 920 Overage Fee for Copies above Monthly Volume	10,000	5,000	Copy	12	5	0.00441	\$1,323.00
2007e	BIZHUB C550 Overage Fee for B&W Copies above Monthly Volume	10,000	10,000	Copy	12	1	0.028004	\$3,360.42



2007f	BIZHUB C550 Serial No. A00J011000208, A00J011000047, A00J011000081, A00J011000051, A00J011000463 and A00J011000211 Overage Fee for B&W Copies above monthly base	5000	5,000	Copy	12	7	0.010805	\$4,537.89
2007g	BIZHUB C550 Serial No. A00J011000208, A00J011000047, A00J011000081, A00J011000051, A00J011000463 and A00J011000211 Overage Fee for Color Copies above monthly base	0	5,000	Copy	12	7	0.049613	\$20,837.25
Not-to-Exceed Subtotal								\$50,743.67
<b>Total for Option Period 2 (if option items are exercised)</b>								<b>\$116,320.41</b>
<b>Grand Total (if all options are exercised)</b>								<b>\$303,731.47</b>

## STATEMENT OF WORK

### 1. PURPOSE

The contractor shall provide maintenance services, including all labor, transportation, and replacement/spare parts, for agency-owned Konica Minolta stand-alone copiers located in various buildings at the U.S. Nuclear Regulatory Commission (NRC) headquarters buildings. Replacement/spare parts include, but are not limited to, items such as belts and gears. A list of copiers, including information regarding the types/models, is listed in Section 7 of this Statement of Work. In the Option Periods, Contractor shall provide all supplies (excluding paper) for all BIZHUB C552 copiers.

### 2. PERFORMANCE REQUIREMENTS

The criterion for acceptable and unacceptable performance is as follows:

#### Service Time Response Requirement:

Response to a service call initiated by the NRC to the contractor:

- Within 2 to 4 business hours - A telephone call from the contractor acknowledging a request for service was received from the NRC.
- Within 4 to 8 business hours (after initial call was received) – A technician on site to perform the repair(s).
- Anything over an 8 business hour response time will be considered unacceptable.

If a machine needs replacement parts as part of the repair, any parts not available locally should be made available within 8 to 16 business hours.

If the quality of work does not comply with the contract requirements, the Contracting Officer's Representative (COR) will communicate (verbal followed by email) this to the contractor. The contractor shall provide written communication (email) to the COR with a cc copy to the Contract Specialist (CS). The email shall provide the following: (1) a reason why performance was not met in a timely manner (deemed unacceptable); (2) a solution; and (3) preventative measures to ensure that future response times will be in accordance with the requirements stated herein.

### 3. PLACE OF PERFORMANCE

<b>One White Flint North (OWFN)</b> , 11555 Rockville Pike, Rockville, MD 20852
<b>Two White Flint North (TWFN)</b> , 11545 Rockville Pike, Rockville, MD 20852
<b>Three White Flint North (3WFN)</b> , 11601 Landsdown Street, Rockville, MD 20852
<b>Church Street Building, (CSB)</b> , 21 Church Street, Rockville, MD, 20850

### 4. BILLING

The NRC requests the following instructions be followed when invoicing. The company shall submit one (1) invoice per month (12 invoices yearly), clearly identifying the NRC purchase order number, and broken down into the following categories:

- Type (make, model, serial number) of equipment and monthly maintenance price per copier.
- Start and end meter readings, with calculated monthly volumes (both black/white and color usage). In addition, over usage of copying shall be identified, and costs of the overages calculated.

## 5. LEGAL HOLIDAYS

The following Federal legal holidays are observed under this contract.

New Year's Day	1 January
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving	Fourth Thursday in November
Christmas Day	25 December

## 6. EXPERIENCE

Contractor shall be an authorized Konica Minolta service provider that uses only brand name Konica Minolta parts and supplies. Since copiers are older models discontinued by the manufacturer, contractor shall have experience providing maintenance for these particular Konica Minolta models.

## 7. COPIERS

List of Copiers for Base and Option Periods:

	MODEL	SERIAL NUMBER	KONICA ID
1.	BIZHUB PRO 920	57GJ00027	8702-3292
2.	BIZHUB PRO 920	57GJ00044	8702-3311
3.	BIZHUB PRO 920	57GJ00039	8702-3293
4.	BIZHUB 750	57AJ00166	8802-4662
5.	BIZHUB 750	57AJ00187	8802-4703
6.	BIZHUB 750	57AJ00223	8702-3676
7.	BIZHUB 750	57AJ00173	8702-3896
8.	BIZHUB PRO 920	57GJ00026	8702-3301
9.	BIZHUB C550	A00J011000047	8802-4695
10.	BIZHUB C550	A00J011000081	8702-3677
11.	BIZHUB C550	A00J011000051	8702-3137
12.	BIZHUB 750	57AJ00174	8802-4690
13.	BIZHUB 750	57AJ00204	8702-3673
14.	BIZHUB 420	42GJ00273	8802-4654
15.	BIZHUB 420	42GJ00283	8802-4657
16.	BIZHUB 420	42GJ00286	9339-4275
17.	BIZHUB 420	42GJ00422	8802-4698
18.	BIZHUB 420	42GJ00335	8802-4704
19.	BIZHUB 420	42GJ00309	8802-2067
20.	BIZHUB 420	42GJ00401	8702-3289
21.	BIZHUB 420	42GJ00379	8702-3670

22.	BIZHUB 750	57AJ00224	8702-3093
23.	BIZHUB 750	57AJ00169	8702-3297
24.	BIZHUB 750	57AJ00211	8702-3889
25.	BIZHUB 750	57AJ00221	8702-3888
26.	BIZHUB 750	57AJ00164	8702-3885
27.	BIZHUB 750	57AJ00178	8702-3895
28.	BIZHUB 750	57AJ00230	8702-3703
29.	BIZHUB 750	57AJ00216	8802-4679
30.	BIZHUB 750	57AJ00179	8702-4678
31.	BIZHUB 750	57AJ00232	8702-3665
32.	BIZHUB 750	57AJ00220	8702-3660
33.	BIZHUB 750	57AJ00181	8702-3671
34.	BIZHUB 420	42GJ00263	8702-3680
35.	BIZHUB 420	42GJ00268	8702-3681
36.	BIZHUB 420	42GJ00237	8802-2065
37.	BIZHUB C550	A00J011000463	8703-2207
38.	BIZHUB C550	A00J011000211	8702-3286
39.	BIZHUB 750	57AJ30073	8802-4680
40.	BIZHUB 750	57AJ30055	8802-2051
41.	BIZHUB 750	57AJ30072	8702-3298
42.	BIZHUB 750	57AJ30118	8702-3300
43.	BIZHUB 750	57AJ30148	8702-3664
44.	BIZHUB 750	57AJ30109	8702-3704
45.	BIZHUB 750	57AJ30038	8802-2052
46.	BIZHUB 750	57AJ30053	8802-2053
47.	BIZHUB 750	57AJ30069	8702-3661
48.	BIZHUB 750	57AJ30057	8802-2054
49.	BIZHUB 750	57AJ30130	8702-3668
50.	BIZHUB 750	57AJ30143	8802-2057
51.	BIZHUB 420	42GJ00217	8702-3279
52.	BIZHUB PRO 920	57GJ00054	8802-2066
53.	BIZHUB 750	57AJ30042	8702-3299
54.	BIZHUB 750	57AJ30129	8702-3903
55.	BIZHUB 750	57AJ30134	9303-1169
56.	BIZHUB 420	42GJ00349	8802-2064
57.	BIZHUB 750	57AJ30061	8702-3679
58.	BIZHUB 750	57AJ30051	8702-3291
59.	BIZHUB 750	57AJ30104	8802-4673
60.	BIZHUB 750	57AJ30067	8702-4678
61.	BIZHUB 750	57AJ30046	8702-2054
62.	BIZHUB 750	57AJ30041	8702-3675
63.	BIZHUB 420	42GJ00236	8702-3674
64.	BIZHUB 750	57AJ30064	8702-3672
65.	BIZHUB 750	57AJ30056	8802-2055
66.	BIZHUB 420	42GJ00334	8802-2056
67.	BIZHUB 750	57AJ30045	8802-4681
68.	BIZHUB 750	57AJ30098	8802-4660

69.	BIZHUB 750	57AJ30063	9303-1167
70.	BIZHUB 750	57AJ30136	8802-4663
71.	BIZHUB 750	57AJ30150	8802-4664
72.	BIZHUB C550	A00J011000208	8802-3011
73.	BIZHUB 750	57AJ30147	8702-3281
74.	BIZHUB 750	57AJ30071	8702-3282
75.	BIZHUB 750	57AJ30087	8702-3283
76.	BIZHUB 750	57AJ30083	8702-3284
77.	BIZHUB 750	57AJ30058	8702-3285
78.	BIZHUB 751	A0PN012000052	8703-2324
79.	BIZHUB C550	A00J011000473	8703-2271
80.	BIZHUB 751	A0PN012000127	8703-2319
81.	BIZHUB 751	A0PN012000076	8703-2315
82.	BIZHUB 751	A0PN012000079	8703-2318
83.	BIZHUB 751	A0PN012000084	8703-2316
84.	BIZHUB 751	A0PN012000016	8703-2325
85.	BIZHUB 751	A0PN012000119	8703-2377
86.	BIZHUB 751	A0PN012000116	8703-2322
87.	BIZHUB 751	A0PN012000056	8703-2323
88.	BIZHUB 751	A0PN012000099	8703-2307
89.	BIZHUB 751	A0PN012000161	8703-2320
90.	BIZHUB 751	A0PN012000120	8703-2317
91.	BIZHUB 751	A0PN012000036	8703-2326
92.	BIZHUB 751	A0PN012000096	8703-2328
93.	BIZHUB 751	A0PN012000087	8708-5326
94.	BIZHUB 751	A0PN012000050	8810-9675
95.	BIZHUB 751	A0PN012000130	8807-6710

## List of Option Item Copiers for Option Periods Only:

	<b>MODEL</b>	<b>SERIAL NUMBER</b>	<b>KONICA ID</b>
1.	BIZHUB C552	A0P1012000190	9303-4971
2.	BIZHUB C552	A0P1012000185	9303-4984
3.	BIZHUB C552	A0P1012000188	9303-4973
4.	BIZHUB C552	A0P1012000186	9303-4970
5.	BIZHUB C552	A0P1012000196	9303-4960
6.	BIZHUB C552	A0P1012000187	9303-4953

## OTHER TERMS AND CONDITIONS

### **NRCB010A BRIEF DESCRIPTION OF WORK ALTERNATE I**

(a) The title of this project is: Maintenance for Monochrome and Color Konica Minolta Copiers.

(b) Summary work description: The contractor shall provide maintenance services, including all labor, transportation, and replacement/spare parts, for agency-owned Konica Minolta stand-alone copiers located in various buildings at the U.S. Nuclear Regulatory Commission (NRC) headquarters buildings. Replacement/spare parts include, but are not limited to, items such as belts and gears. In the Option Periods, the contractor shall provide all supplies (excluding paper) for all BIZHUB C552 copiers.

(End of Clause)

### **NRCB080 CONSIDERATION AND OBLIGATION- FIXED-PRICE**

The total amount of the Fixed-Price portion of this contract is \$41,085.72, and this amount is fully-funded.

(End of Clause)

### **NRCB044 CONSIDERATION AND OBLIGATION—INDEFINITE-QUANTITY CONTRACT**

(a) The estimated total quantity of this contract for the Indefinite Delivery Indefinite Quantity products/services under this contract is \$41,214.00.

(b) The minimum guarantee under this contract is \$2,000.00.

(c) The obligated amount for the Indefinite Delivery Indefinite Quantity products/services under this contract is \$23,914.28.

(d) The Contractor shall comply with the provisions of FAR 52.232-20 - Limitation of Cost for fully-funded task orders and FAR 52.232-22 - Limitation of Funds for incrementally-funded task orders, issued hereunder.

(End of Clause)

### **NRCB020 BRANDING**

The Contractor is required to use the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of ADM, under Contract/order number GS25F0030M NRC-HQ-40-14-T-0001.

(End of Clause)

**NRCD010 PACKAGING AND MARKING**

(a) The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Surface Transportation Board, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation.

(b) On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

(c) Additional packaging and/or marking requirements are as follows: N/A.

(End of Clause)

**NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

1. Maintenance Services - Ongoing
2. Overages - As Needed

(End of Clause)

**NRCF034 OPTION PERIODS - TASK ORDER/DELIVERY ORDER UNDER A GSA FEDERAL SUPPLY SCHEDULE CONTRACT**

The Period of Performance (POP) for this requirement may extend beyond the Offeror's current POP on their GSA Schedule. Offerors may submit proposals for the entire POP as long as their current GSA Schedule covers the requested POP, or their GSA Schedule contains GSA's "Evergreen Clause" (Option to Extend the Term of the Contract), which covers the requested POP if/when the option(s) are exercised. Offerors are encouraged to submit accurate/realistic pricing for the requirement's entire POP, even if the proposed GSA Schedule does not include pricing for the applicable option years, etc.

For proposal evaluation purposes, the NRC assumes that applicable Evergreen Clause Option(s) will be exercised and the NRC will apply price analysis, as applicable. It is in the best interest of the Offeror to explain major deviations in escalation, proposed in any

Evergreen Clause option years. Resulting GSA task/delivery order option years subject to the Evergreen Clause will be initially priced utilizing the same rates proposed under the last GSA-priced year of the subject GSA Schedule. Upon GSA's exercise of the GSA Schedule option year(s) applicable to the Evergreen Clause, the NRC will modify the awarded task/delivery order to incorporate either the proposed pricing for the option years or the GSA-approved pricing (whichever is lower).

It is incumbent upon the Offeror to provide sufficient documentation (GSA-signed schedule, schedule modifications, etc.) that shows both the effective dates, pricing and terms/conditions of the current GSA Schedule, as well as Evergreen Clause terms/conditions (as applicable). Failure to provide this documentation may result in the Offeror's proposal being found unacceptable.

(End of Clause)

#### **NRCF030D PERIOD OF PERFORMANCE ALTERNATE IV**

The ordering period for this contract shall commence on October 1, 2014 and will expire on September 30, 2015. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional six months.

Base Period:

October 1, 2014 - September 30, 2015

Option Period(s):

Option Period 1: October 1, 2015 - September 30, 2016

Option Period 2: October 1, 2016 - September 30, 2017

(End of Clause)

#### **NRCG030 ELECTRONIC PAYMENT (SEP 2014)**

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-Central Contractor Registration".

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: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

(End of Clause)



**2052.204-71 SITE ACCESS BADGE REQUIREMENTS. (JAN 1993)**

During the life of this contract, the rights of ingress and egress for contractor personnel must be made available as required. In this regard, all contractor personnel whose duties under this contract require their presence on-site shall be clearly identifiable by a distinctive badge furnished by the Government. The Project Officer shall assist the contractor in obtaining the badges for contractor personnel. It is the sole responsibility of the contractor to ensure that each employee has proper identification at all times. All prescribed identification must be immediately delivered to the Security Office for cancellation or disposition upon the termination of employment of any contractor personnel. Contractor personnel shall have this identification in their possession during on-site performance under this contract. It is the contractor's duty to assure that contractor personnel enter only those work areas necessary for performance of contract work and to assure the safeguarding of any Government records or data that contractor personnel may come into contact with.

(End of Clause)

**2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE (COR) AUTHORITY (OCT 1999) - ALTERNATE I (OCT 1999)**

(a) The contracting officer's authorized representative, hereinafter referred to as the COR, for this contract is:

Name: Barbara Blount  
Address: U.S. Nuclear Regulatory Commission  
Washington DC 2005  
Mail Stop: P1 33  
Barbar.Blount@nrc.gov  
Telephone Number: 301-415-0535

(b) The COR shall:

(1) Place call orders for items required under this contract up to the amount obligated on the contract award document.

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

(3) Inspect and accept products/services provided under the contract.

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

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

(End of Clause)

## **REGISTRATION IN FEDCONNECT® (JULY 2014)**

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, *FedConnect*®, to communicate with vendors and contractors. *FedConnect*® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use *FedConnect*® at <https://www.fedconnect.net/FedConnect>. The individual registering in *FedConnect*® must have authority to bind the vendor/contractor. **There is no charge for using *FedConnect*®.** Assistance with *FedConnect*® is provided by Compusearch Software Systems, not the NRC. *FedConnect*® contact and assistance information is provided on the *FedConnect*® web site at <https://www.fedconnect.net/FedConnect>.

(End of Clause)

## **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.

(End of Clause)

## **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.

(End of Clause)

**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.

(End of Clause)

**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.

(End of Clause)

### **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.

(End of Clause)

### **NRCH310 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared [*Insert time for annual evaluation here*]. Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and

to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

(End of Clause)

### **SECURITY (OCT 1999)**

(a) *Security/Classification Requirements Form*. The attached NRC Form 187 (See List of Attachments) furnishes the basis for providing security and classification requirements to prime contractors, subcontractors, or others (e.g., bidders) who have or may have an NRC contractual relationship that requires access to classified information or matter, access on a continuing basis (in excess of 90 or more days) to NRC Headquarters controlled buildings, or otherwise requires NRC photo identification or card-key badges.

(b) It is the contractor's duty to safeguard National Security Information, Restricted Data, and Formerly Restricted Data. The contractor shall, in accordance with the Commission's security regulations and requirements, be responsible for safeguarding National Security Information, Restricted Data, and Formerly Restricted Data, and for protecting against sabotage, espionage, loss, and theft, the classified documents and material in the contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the contractor shall transmit to the Commission any classified matter in the possession of the contractor or any person under the contractor's control in connection with performance of this contract upon completion or termination of this contract.

(1) The contractor shall complete a certificate of possession to be furnished to the Commission specifying the classified matter to be retained if the retention is:

- (i) Required after the completion or termination of the contract; and
- (ii) Approved by the contracting officer.

(2) The certification must identify the items and types or categories of matter retained, the conditions governing the retention of the matter and their period of retention, if known. If the retention is approved by the contracting officer, the security provisions of the contract continue to be applicable to the matter retained.

(c) In connection with the performance of the work under this contract, the contractor may be furnished, or may develop or acquire, proprietary data (trade secrets) or confidential or privileged technical, business, or financial information, including Commission plans, policies, reports, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L. 93-579), or other information which has not been released to the public or has been determined by the Commission to be otherwise exempt from disclosure to the public. The contractor agrees to hold the information in confidence and not to directly or indirectly duplicate, disseminate, or disclose the information, in whole or

in part, to any other person or organization except as necessary to perform the work under this contract. The contractor agrees to return the information to the Commission or otherwise dispose of it at the direction of the contracting officer. Failure to comply with this clause is grounds for termination of this contract.

(d) Regulations. The contractor agrees to conform to all security regulations and requirements of the Commission which are subject to change as directed by the NRC Division of Facilities and Security and the Contracting Officer. These changes will be under the authority of the FAR Changes clause referenced in Section I of this document.

(e) Definition of National Security Information. As used in this clause, the term National Security Information means information that has been determined pursuant to Executive Order 12958 or any predecessor order to require protection against unauthorized disclosure and that is so designated.

(f) Definition of Restricted Data. As used in this clause, the term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; the production of special nuclear material; or the use of special nuclear material in the production of energy, but does not include data declassified or removed from the Restricted Data category under to Section 142 of the Atomic Energy Act of 1954, as amended.

(g) Definition of Formerly Restricted Data. As used in this clause the term Formerly Restricted Data means all data removed from the Restricted Data category under Section 142-d of the Atomic Energy Act of 1954, as amended.

(h) Security clearance personnel. The contractor may not permit any individual to have access to Restricted Data, Formerly Restricted Data, or other classified information, except in accordance with the Atomic Energy Act of 1954, as amended, and the Commission's regulations or requirements applicable to the particular type or category of classified information to which access is required. The contractor shall also execute a Standard Form 312, Classified Information Nondisclosure Agreement, when access to classified information is required.

(i) Criminal liabilities. Disclosure of National Security Information, Restricted Data, and Formerly Restricted Data relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any Restricted Data, Formerly Restricted Data, or any other classified matter that may come to the contractor or any person under the contractor's control in connection with work under this contract, may subject the contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and Executive Order 12958.)

(j) Subcontracts and purchase orders. Except as otherwise authorized, in writing, by the contracting officer, the contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders under this contract.

(k) In performing contract work, the contractor shall classify all documents, material, and equipment originated or generated by the contractor in accordance with guidance issued by the Commission. Every subcontract and purchase order issued under the contract that involves originating or generating classified documents, material, and equipment must provide that the subcontractor or supplier assign the proper classification to all

documents, material, and equipment in accordance with guidance furnished by the contractor.

(End of Clause)

**NRCH020 SECURITY REQUIREMENTS FOR BUILDING ACCESS APPROVAL (SEP 2013)**

The Contractor shall ensure that all its employees, subcontractor employees or consultants who are assigned to perform the work herein for contract performance for periods of more than 30 calendar days at NRC facilities, are approved by the NRC for unescorted NRC building access.

The Contractor shall conduct a preliminary federal facilities security screening interview or review for each of its employees, subcontractor employees, and consultants and submit to the NRC only the names of candidates for contract performance that have a reasonable probability of obtaining approval necessary for access to NRC's federal facilities. The Contractor shall pre-screen its applicants for the following:

(a) felony arrest in the last seven (7) years; (b) alcohol related arrest within the last five (5) years; (c) record of any military courts-martial convictions in the past ten (10) years; (d) illegal use of narcotics or other controlled substances possession in the past year, or illegal purchase, production, transfer, or distribution of narcotics or other controlled substances in the last seven (7) years; and (e) delinquency on any federal debts or bankruptcy in the last seven (7) years.

The Contractor shall make a written record of its pre-screening interview or review (including any information to mitigate the responses to items listed in (a) - (e)), and have the applicant verify the pre-screening record or review, sign and date it. Two (2) copies of the pre-screening signed record or review shall be supplied to the Division of Facilities and Security, Personnel Security Branch (DFS/PSB) with the Contractor employee's completed building access application package.

The Contractor shall further ensure that its employees, any subcontractor employees and consultants complete all building access security applications required by this clause within fourteen (14) calendar days of notification by DFS/PSB of initiation of the application process. Timely receipt of properly completed records of the Contractor's signed pre-screening record or review and building access security applications (submitted for candidates that have a reasonable probability of obtaining the level of access authorization necessary for access to NRC's facilities) is a contract requirement. Failure of the Contractor to comply with this contract administration requirement may be a basis to cancel the award, or terminate the contract for default, or offset from the contract's invoiced cost or price the NRC's incurred costs or delays as a result of inadequate pre-screening by the Contractor. In the event of cancellation or termination, the NRC may select another firm for contract award.

A Contractor, subcontractor employee or consultant shall not have access to NRC facilities until he/she is approved by DFS/PSB. Temporary access may be approved based on a favorable NRC review and discretionary determination of their building access security forms. Final building access will be approved based on favorably adjudicated checks by the Government. However, temporary access approval will be

revoked and the Contractor's employee may subsequently be denied access in the event the employee's investigation cannot be favorably determined by the NRC. Such employee will not be authorized to work under any NRC contract requiring building access without the approval of DFS/PSB. When an individual receives final access, the individual will be subject to a review or reinvestigation every five (5) or ten (10) years, depending on their job responsibilities at the NRC.

The Government shall have and exercise full and complete control and discretion over granting, denying, withholding, or terminating building access approvals for individuals performing work under this contract. Individuals performing work under this contract at NRC facilities for a period of more than 30 calendar days shall be required to complete and submit to the Contractor representative an acceptable OPM Standard Form 85 (Questionnaire for Non-Sensitive Positions), and two (2) FD 258 (Fingerprint Charts). Non-U.S. citizens must provide official documentation to the DFS/PSB, as proof of their legal residency. This documentation can be a Permanent Resident Card, Temporary Work Visa, Employment Authorization Card, or other official documentation issued by the U.S. Citizenship and Immigration Services. Any applicant with less than five (5) years residency in the U.S. will not be approved for building access. The Contractor shall submit the documents to the NRC Contracting Officer's Representative (COR) who will give them to DFS/PSB.

DFS/PSB may, among other things, grant or deny temporary unescorted building access approval to an individual based upon its review of the information contained in the OPM Standard Form 85 and the Contractor's pre-screening record. Also, in the exercise of its authority, the Government may, among other things, grant or deny permanent building access approval based on the results of its review or investigation. This submittal requirement also applies to the officers of the firm who, for any reason, may visit the NRC work sites for an extended period of time during the term of the contract. In the event that DFS/PSB are unable to grant a temporary or permanent building access approval, to any individual performing work under this contract, the Contractor is responsible for assigning another individual to perform the necessary function without any delay in the contract's performance schedule, or without adverse impact to any other terms or conditions of the contract. The Contractor is responsible for informing those affected by this procedure of the required building access approval process (i.e., temporary and permanent determinations), and the possibility that individuals may be required to wait until permanent building access approvals are granted before beginning work in NRC's buildings.

#### CANCELLATION OR TERMINATION OF BUILDING ACCESS/ REQUEST

The Contractor shall immediately notify the COR when a Contractor or subcontractor employee or consultant's need for NRC building access approval is withdrawn or the need by the Contractor employee's for building access terminates. The COR will immediately notify DFS/PSB (via e-mail) when a Contractor employee no longer requires building access. The Contractor shall be required to return any NRC issued badges to the COR for return to DFS/FSB (Facilities Security Branch) within three (3) days after their termination.

(End of Clause)



**NRCH430 DRUG FREE WORKPLACE TESTING: UNESCORTED ACCESS TO NUCLEAR FACILITIES, ACCESS TO CLASSIFIED INFORMATION OR SAFEGUARDS INFORMATION, OR PERFORMING IN SPECIALLY SENSITIVE POSITIONS (AUG 2011)**

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>

(End of Clause)

**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 60 days.

(End of Clause)

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the

Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of Clause)

**52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)**

Funds are not presently available for performance under this contract beyond September 30, 2015. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30, 2015, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

**List of Documents, Exhibits and Other Attachments**

Attachment 1	Billing Instructions for Fixed Price Type Contracts
Attachment 2	NRC Form 187

**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](mailto: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.

**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).

**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-\(EINs\)](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.**

**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.



### CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

<b>1. Type of Submission</b> New	<b>3. Contractor Company Full Name and Complete Address (Prime Contractor)</b> Konica Minolta Business Solutions U.S.A. INC. 2120 Washington Blvd. Suite 450 Arlington, VA 22204-5714
<b>2. Type of Contract</b> Sole Source	

<b>4. Contract Number, IAA Number, or Job Code for DOE Projects</b> 	<b>5. Contract Start Date</b> 	<b>6. Contract End Date</b> 
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**7. Is this contract a follow-on contract?**  Yes  No

If Yes, provide previous Contract Number, IAA Number, or Job Code

**8. Contract Performance Requirements**

**A. Will the contract require access to classified matter (information, systems, and/or material) (i.e., 32 CFR Part 2004 or MD 12.2)?**  Yes (continue)  No (if no, proceed to Block 8.E.)

**B. What is the highest level of classified matter the contractor will need to access to perform contract responsibilities?**

**C. To carry out requirements of the contract, will the contractor need to possess, generate, or store classified matter at the contractor facility location?**  Yes (continue)  No (if no, proceed to Block 8.E.)

**D. Choose all that apply: In regards to classified matter, the contractor will require:**

<input type="checkbox"/> 1) Access to Foreign Intelligence Information	<input type="checkbox"/> 2) Receipt and storage (i.e., safeguarding) of classified matter
<input type="checkbox"/> 3) Access to cryptographic material or other classified COMSEC information	<input type="checkbox"/> 4) Access to classified matter or information processed by another agency
<input type="checkbox"/> 5) Use of a classified information technology processing system	<input type="checkbox"/> 5) Generation of classified at Contractor facility location
<input type="checkbox"/> 7) Generation of classified matter at an NRC facility	

**E. Will the contractor require access to Safeguards Information or Safeguards Information - Modified Handling Information (i.e., 10 CFR 73.21, 73.22, and/or 73.23)?**  Yes  No

**F. Will the contractor possess, generate, or store SGI or SGI-M at the contractor facility?**  Yes  No

**G. Will the contractor require access to Sensitive Unclassified Non-Safeguards Information (SUNSI) or sensitive information technology (IT) Systems (i.e., MD 12.8)?**  Yes  No

**H. Will the contractor possess, generate, or store SUNSI or have access to NRC sensitive IT systems at the contractor facility?**  Yes  No

**I. Was "Yes" checked to Block 8.A., Block 8.C., Block 8.E., or Block 8.H.?**  Yes  No  
 (If "Yes", then a Facility Clearance including a security plan is required to be issued for the contractor by the Facilities Security Branch before final award of the contract and before work can begin on the contract.)

**J. Choose all that apply:**

<input type="checkbox"/> 1) Unescorted Access is required to Nuclear Power Plants.	<input type="checkbox"/> 5) Require operation of government vehicles or transport passengers for the NRC.
<input type="checkbox"/> 2) Access is required to Unclassified Safeguards Information.	<input type="checkbox"/> 6) Will operate hazardous equipment at NRC facilities.
<input type="checkbox"/> 3) Access is required to Sensitive IT Systems and Data.	<input type="checkbox"/> 7) Required to carry firearms.
<input checked="" type="checkbox"/> 4) Unescorted Access to NRC Headquarters Building.	<input type="checkbox"/> 8) Found to use or admit to use of illegal drugs.

### CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS (Continued)

**9. Classification Guidance (to be completed by the COR)**

[Empty box for Classification Guidance]

**10. Does this contract contain any subcontractors?**

Yes  No

If "Yes", provide company name and address. If known, also provide Defense Security Service cage code. If more than one subcontractor, provide additional information to Facilities Security Branch.  
If "No", (It is the responsibility of the COR to notify FSB if the contract adds a subcontractor).

Subcontractor Company name, address and Defense Security Service cage code. (If applicable)

[Empty box for Subcontractor information]

**11. Review of contractor/subcontractor reports, documents for classified, SGI, SGI-M, and/or SUNSI will be reviewed by:**

Typed or Printed Name and Title of Authorized Classifier

[Empty box for Authorized Classifier]

Typed or Printed Name and Title of Authorized Derivative Classifier (for Classified Information)

[Empty box for Derivative Classifier]

Typed or Printed Name and Title of a Qualified Designator for SGI, and SGI-M (i.e., person must be qualified per MD 12.4)

[Empty box for Qualified Designator]

**12. Required Distribution of NRC Form 187 for Review (Check all appropriate boxes)**

- 1) Sponsoring NRC office or Division (Item 13A.)
- 2) Division of Facilities and Security (Item 13B.)
- 3) Division of Contracts and Property Management (Item 13C.)

**13. Approvals**

A. Typed or Printed Name of Director, Office or Division	Signature	Date
David L. Meyer	<i>David L. Meyer</i>	9-16-14
B. Typed or Printed Name of Director, Division of Facilities and Security	Signature	Date
Timothy Pulliam	<i>Timothy Pulliam</i>	9/23/14
C. Typed or Printed Name of Deputy Director, Operations, Acquisitions Management Division	Signature	Date
for James C. Corbett	<i>James C. Corbett</i>	9/29/14

**REMARKS**

[Empty box for Remarks]