

2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE DATE 4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applicable)
 M0007 04/01/2015 R2-15-0053
 6. ISSUED BY CODE NRCHQ 7. ADMINISTERED BY (If other than Item 6) CODE NRCHQ

US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP 3WFN-05-C64MP WASHINGTON DC 20555-0001
 US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001

8. NAME AND ADDRESS OF CONTRACTOR (No. , street, county, State and ZIP Code) XEROX 1303 RIDGEVIEW DRIVE BLDG 300 LEWISVILLE TX 750576018
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. GS25F0062L NRC-DR-29-10-528
 10B. DATED (SEE ITEM 13) 03/11/2010
 CODE 074880527 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$43,200.00
 See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
 C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
 D. OTHER (Specify type of modification and authority)
 X FAR 52.212-4(c) Changes - Contract Terms and Conditions-Commercial Items (Dec 2014)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 Contract Title: Best Value Lease for 15 Xerox Copiers located in Region II.

The purpose of this modification is to increase the delivery order ceiling, obligate \$43,200, extend the period of performance end date from 03/30/2015 to 09/30/2015, and change the Contracting Officer on the contract. See pages 3-6 for details.

Summary:
 Action Obligation: \$43,200
 Total Obligation : \$463,457.17 (changed)
 Base and Exercise Options Value: \$463,457.17(changed)
 Base and All Options Value: \$463,457.17 (changed)
 Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Katrina D. Douse, Xerox Client Manager
 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)
 15C. DATE SIGNED 03/31/2015
 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DOMINIQUE MALONE
 16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)
 16C. DATE SIGNED 3/31/2015

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
GS25F0062L/NRC-DR-29-10-528/M0007

PAGE OF
2 6

NAME OF OFFEROR OR CONTRACTOR
XEROX

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
09502	Period of Performance: April 1, 2015 - September 30, 2015(changed) Contracting Officer: Domonique Malone (changed) Delivery Location Code: RG2 US NRC REGION II MARQUIS ONE TOWER 245 PEACHTREE CENTER AVENUE NE SUITE 1200 ATLANTA GA 30303 USA Period of Performance: 04/01/2010 to 09/30/2015 Add \$43,200.00 (\$7200 x 6 months) and extend Period of Performance (POP) of NRC-DR-29-10-528 from 04/01/2010 to 09/30/2015. Delivery: 03/02/2015 Accounting Info: 2015-X0200-FEEBASED-92-92D099-51-J-144-6007-2570 Funded: \$43,200.00				43,200.00

Contract Title: Best Value Lease for 15 Xerox Copiers located in Region II.

The purpose of this modification is the following:

- 1) Change the period of performance from April 1, 2010 to March to April 1, 2010 to September 30, 2015.
- 2) Increase the ceiling from \$420, 257.17 by \$43,200 to \$463,457.17.
- 3) Increase the obligated amount from \$420, 257.17 by \$43,200 to \$463,457.17.
- 4) To change the Contracting Officer from Valerie Whipple to:
 Domonique Malone
 Acquisition Management Division
 Mailstop
 Washington, DC 20555-0001
Domonique.Malone@nrc.gov, (301)415-8164
- 5) Replace Sections A.2, A.3, and A.4 of the delivery order with the following:

a. Delete the price schedule in section A.2 its entirety and replace with the following:

60 MONTH BEST VALUE LEASE (BLACK & WHITE AND COLOR COPIERS)					
CLIN	COPIER/DESCRIPTION	SERIAL NUMBER	LEASE PAYMENT	QTY.	TOTAL LEASE AMOUNT
001	Black & White Copier Work Centre 5665 (WC5665PTGC-Print/Fax/Scan) Includes, Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Training and analyst service provided on one WC5665PTGC. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.6 each			Month Lease	
002	Black & White Copier Work Centre 5665 (WC5665PTGC-Print/Fax/Scan) Includes, Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.6 each			Month Lease	
003	Black & White Copier Work Centre 5665 (WC5665PTGC-Print/Fax/Scan) Includes, Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.6 each			Month Lease	
004	Black & White Copier Work Centre 5665 (WC5665PTGC-Print/Fax/Scan) Includes, Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.6 each			Month Lease	
005	Black & White Copier Work Centre 5665 (WC5665PTGC-Print/Fax/Scan) Includes, Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.6 each			Month Lease	

Contract Title: Best Value Lease for 15 Xerox Copiers located in Region II.

006	Black & White Copier WorkCentre 5665 (WC5665PTGC-Print/Fax/Scan) Includes , Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.60 each		[REDACTED]	Month Lease	[REDACTED]
007	Black & White Copier WorkCentre 5665 (WC5665PTGC-Print/Fax/Scan) Includes, Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.60 each		[REDACTED]	Month Lease	[REDACTED]
007 (cont'd)					[REDACTED]
008	Black & White Copier WorkCentre 5665 (WC5665PTGC-Print/Fax/Scan) Includes, Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.60 each		[REDACTED]	Month Lease	[REDACTED]
009	Black & White Copier WorkCentre 5665 (WC5665PTGC-Print/Fax/Scan) Includes, Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.60 each		[REDACTED]	Month Lease	[REDACTED]
010	Black & White Copier WorkCentre 5665 (WC5665PTGC-Print/Fax/Scan) Includes , Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.60 each		[REDACTED]	Month Lease	[REDACTED]
011	Black & White Copier WorkCentre 5665 (WC5665PTGC-Print/Fax/Scan) Includes , Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.60 each		[REDACTED]	Month Lease	[REDACTED]
012	Black & White Copier WorkCentre 5665 (WC5665PTGC-Print/Fax/Scan) Includes , Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.60 each		[REDACTED]	Month Lease	[REDACTED]
013	Black & White Copier WorkCentre 5665 (WC5665PTGC-Print/Fax/Scan) Includes , Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.60 each		[REDACTED]	Month Lease	[REDACTED]
014	Black & White Copier WorkCentre 5665 (WC5665PTGC-Print/Fax/Scan) Includes , Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPSCNTRLM), Embedded Fax-1-line(EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions.		[REDACTED]	Month Lease	[REDACTED]

Contract Title: Best Value Lease for 15 Xerox Copiers located in Region II.

	with an overage charge of \$0.0085 each			
015	Color Copier WorkCentre 7665 (W7665PGC) Includes Advanced Finisher-2/3 Hole (ADVCNFR), Print/Copy/Scan Network Control (SCANCTRL1), Single Line Fax Kit (FAXLINE1). Includes Delivery, Installation, training and analyst services. Full Service Cost per copy POOLED maintenance agreement which includes service and all consumable supplies (excluding paper and staples). Includes 15,000 POOLED black & white impressions, with an overage charge of \$0.0085 each. Includes 0 color impressions with an overage charge of \$0.0085 each and is fixed for the term of the lease.		Month Lease	

POOLED MAINTENANCE (OVERAGE COPIES)				
CLIN	ITEM/DESCRIPTION	UNIT RATE	QTY	TOTAL ESTIMATED AMOUNT
016	Black & White Copier WorkCentre 5665 (WC5665PTGC-Print/Fax/Scan) Includes, Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPCNTRLM), Embedded Fax-1-line (EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.0085 each		Month Lease	
017	Black & White Copier WorkCentre 5665 (WC5665PTGC-Print/Fax/Scan) Includes, Color Scan Enable (Colorscan), Copy, Print Scan Controller (CPCNTRLM), Embedded Fax-1-line (EMFAX1), Office Finisher (OFC50FIN). Includes delivery, installation. Full Service Maintenance includes 15,000 POOLED black & white impressions, with an overage charge of \$0.0085 each		Month Lease	
018	Color Copier WorkCentre 7665 (W7665PGC) Includes Advanced Finisher-2/3 Hole (ADVCNFR), Print/Copy/Scan Network Control (SCANCTRL1), Single Line Fax Kit (FAXLINE1). Includes Delivery, Installation, training and analyst services. Full Service Cost per copy POOLED maintenance agreement which includes service and all consumable supplies (excluding paper and staples). Includes 15,000 POOLED black & white impressions, with an overage charge of \$0.0085 each. Includes 0 color impressions with an overage charge of \$0.0085 each and is fixed for the term of the lease.		Month Lease	
019	POOLED Full Service Maintenance Plan: 15 devices have 225,000 pooled print/copy impressions per month included reconciled quarterly with an overage rate of 0.0085 per print/copy. Color copy/print will be billed separately at \$0.0085 per copy/print. Consumable supplies are included for all prints except for paper and staples, pricing fixed for lease term. 15,000 B&W prints per month x 15 Copiers = 225,000 (Pooled) prints allowed per month.	Per Print Rate (overage allotted monthly/pooled amount) \$0.0085 (B&W) \$0.0085 (Color)	1 LOT NOT TO EXCEED	

TRADE IN				
CLIN	ITEM/DESCRIPTION			
020	Includes Open Market trade in of 10-Xerox CC265 to include the following Serial numbers: UTU151598, UTU151587, UTU151588, UTU151563, UTU151551, UTU151593, UTU151590, UTU151589, UTU151547, UTU151594. Units will be picked up at: US NRC, Suite # 23T85, 61 Forsyth ST SW, Atlanta, GA 30303-8931 Note: These are leased copiers			

TOTAL LEASE AMOUNT AND ESTIMATED OVERAGE IN POOLED MAINTENANCE	\$463,457.17
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- b. Revise the Consideration and Obligation – Delivery Orders clause in section A.3 in its entirety and replace with the following:**

A.3 Consideration and Obligation – Delivery Orders (Aug 2011)

- (a) The ceiling order for the supplies is \$463,457.17.
- (b) This order is subject to the minimum and maximum ordering requirements set forth in the contract.
- (c) The amount presently obligated with respect to this order is \$463,457.17. The obligated amount shall, at no time, exceed the order ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this order, in accordance with FAR Part 43 - Modifications. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk and may not be reimbursed by the Government.
- (d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

A.4 Duration of Contract Period

- c. Revise section A.4 and replace with the following:**

The period of performance shall be a 66 month best value lease. The lease start date shall commence on April 1, 2010 through September 30, 2015.