

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES
1 33

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

1. DATE OF ORDER 09/28/2015		2. CONTRACT NO. (If any) GS25F0062L		6. SHIP TO: a. NAME OF CONSIGNEE US NUCLEAR REGULATORY COMMISSION	
3. ORDER NO. NRC-HQ-40-15-T-0001		4. REQUISITION/REFERENCE NO. ADM-15-0195		b. STREET ADDRESS 11555 ROCKVILLE PIKE OP1	
5. ISSUING OFFICE (Address correspondence to) US NRC - HQ ACQUISITION MANAGEMENT DIVISION MAIL STOP TWFN-5E03 WASHINGTON DC 20555-0001				c. CITY ROCKVILLE	e. ZIP CODE 20852
7. TO: a. NAME OF CONTRACTOR XEROX b. COMPANY NAME c. STREET ADDRESS 7900 WESTPARK DR STE A400				f. SHIP VIA	
d. CITY MC LEAN				e. STATE VA	f. ZIP CODE 221024214
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE OFFICE OF ADMINISTRATION	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <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 <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		12. F.O.B. POINT	
14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		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)
	Contractor POC: [REDACTED] NRC COR: John Baker, Johnny.Baker@nrc.gov, 301-415-3566 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 US NUCLEAR REGULATORY COMMISSION						\$537,526.08
	b. STREET ADDRESS (or P.O. Box) ONE WHITE FLINT NORTH 11555 ROCKVILLE PIKE MAILSTOP 03-E17A NRCPAYMENTSNRCGOV						\$537,526.08
c. CITY ROCKVILLE				d. STATE MD	e. ZIP CODE 20852-2738		17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 09/28/2015

Kala Shankar

23. NAME (Typed)
KALA SHANKAR
TITLE: CONTRACTING/ORDERING OFFICER

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PREVIOUS EDITION NOT USABLE

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

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

NOV 30 2015

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




CONTRACT NO.

ORDER NO

09/28/2015

GS25F0062L

NRC-HQ-40-15-T-0001

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>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.</p> <p>ACCEPTED:</p> <p>Signature: </p> <p>Name: </p> <p>Title: </p> <p>Date: <u>9/28/15</u></p> <p>Accounting Info: 2015-X0200-FEEBASED-40-40D002-51-F-191-1112-2570 Period of Performance: 09/28/2015 to 12/31/2018</p> <p>00001 39-month Operating Lease for one (1) Xerox Color 1000i Color Press, one (1) Xerox D125 Copier/Printer and one (1) FreeFlow Makeready software license. The lease includes consumable supplies (excluding paper, staples and clear dry ink), Full Service Maintenance and related onsite support service. Lease period: Date of Award through December 31, 2018.</p> <p>Other terms and conditions are attached.</p> <p>Line Item Ceiling\$537,526.08 Incrementally Funded Amount: \$69,000.00</p> <p>The obligated amount of award: \$69,000.00. The total for this award is shown in box 17(i).</p>				537,526.08	

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

\$537,526.08

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 348 (Rev. 4/2000)

Prescribed by GSA FAR (48 CFR) 53.213(f)

OTHER TERMS AND CONDITIONS

PRICE SCHEDULE

Date of Award - December 31, 2018							
CLIN	ITEM	QTY	Unit	Fixed Unit Price	Indefinite Delivery Indefinite Quantity Estimated Monthly Amount	Months	Total
0001	Xerox XC1000i - Base Lease Charge (inclusive of full service maintenance, supplies and equipment)	1	EA			39	
0002	FFPS FOR XC 1000i - Base Lease Charge (inclusive of full service maintenance, supplies and equipment)	1	EA			39	
0003	D125 - Base Lease Charge (inclusive of 50,000 impressions, full service maintenance, supplies and equipment)	1	EA			39	
0004	Makeready - Base Lease Charge (inclusive of full service maintenance, supplies and equipment)	1	EA			39	
0005	Xerox XC1000 Click Charges (all impressions) and D125 Click Charges (above 50,000 impressions)	1	Lot			39	
0002a	Small Color Impressions on XC1000i (sizes up to 8.5"x14")						
0002b	Small Mono Impressions on XC1000i (sizes up to 8.5"x14")						
0002c	Large Color Impressions on XC1000i (sizes above 8.5"x14")						
0002d	Large Mono Impressions on XC1000i (sizes above 8.5"x14")						
0002e	Impressions on D125 (exceeding 50,000)						
	NTE Grand Total						\$537,526.08
Notes:							
1. See Xerox Price Proposals in Addendum 1.							
2. No lease fees are due for any days in September 2015.							

DESCRIPTION OF SERVICES

1. PROJECT TITLE

Xerox XC1000i and Xerox D125 Digital Production Presses Lease

2. BACKGROUND

The NRC operates an in-house duplicating operation that supports the agency's programs by producing multiple color and black and white documents. Most of these documents cannot be commercially procured on the tight production schedules and quick-turnaround that the NRC demands. The reproduction equipment and software license being leased will replace two pieces of reproduction equipment and a software license that NRC currently leases. This equipment and software need to be replaced so that the Print Shop will not suffer a loss of service to the agency. The requirements for color printing have increased dramatically over recent years, and the NRC requires this high speed production color press to keep up with current and future demand. As well, FOIA requests and black and white reproduction requests require a copier/printer with the ability to quickly turn around printing requests.

3. SCOPE

The purpose of this procurement is to enter into a 39-month Best Value Lease for one (1) Xerox Color 1000i Press, one (1) Xerox D125 Copier/Printer, and one (1) FreeFlow Makeready software license. This lease shall include full service maintenance and consumable supplies (excluding paper, staples and clear dry ink). The equipment must fully integrate with current Xerox equipment used in the Print Shop.

4. SPECIFICATIONS

39 month lease of two (2) digital presses and one (1) software license, as follows:

- 1) Xerox XC1000i configured as follows:
 - a. High Capacity Feeder
 - b. High Capacity Stacker
 - c. GBC and Coil Punch
 - d. In-Line Spectrophotometer (Full Width Array)
 - e. 2-3 Hole Punch
 - f. 100 Sheet Staple, C/Z Folder
 - g. CLEAR DRY INK
 - h. VIPP
 - i. FreeFlow Print Server Controller
 - j. 25 sheet booklet maker with square fold and face trim
 - k. 40 hours of onsite technical support, application development
- 2) Xerox D125CP configured as follows:
 - a. Oversized High Capacity Feeder
 - b. Booklet Maker Finisher, w/2-3 Hole Punch
 - c. Convenience Stapler
 - d. Standard Install
 - e. FreeFlow Print Server Controller

- 3) Software Solutions configured as follows:
- Set Labelling
 - Retain existing FreeFlow Makeready PC

The market codes for each leased item are as follows:
XC1000i:

Configuration	Accessories:	
	Mkt Code	Description
	5COLKIT1	5TH CLR HOUSING KIT
	NBV	HCS DOLLY
	SDICLEAR	CLEAR SDI STARTR KIT
	VIGROUPB	FF VI COMPOSE
	XC10BOOKI	BMF W2/3 HP STPL
	XC10GBC	GBC PUNCH
	XC10HCS2I	HIGH CAP STACKER
	XC10INTER	INTERFACE MODULE
	XC10HCF2	2 TRAY OHCF 800/1000
	XCCZFOLD	C/Z FOLDER
	XCSQFOLD	SQ FOLD TRIMMER

FFPS1000i:

Configuration	Accessories:	
	Mkt Code	Description
	5COLFFPS	FFPS 5TH CLR ENABLE
	FFCASTER2	FFPS CASTER KIT

D125CPG:

Configuration	Accessories:	
	Mkt Code	Description
	INSTSTD	STANDARD INSTALL
	OVRSHZCF	OVERSIZED HCF
	PDFKIT2	PDF KIT
	STAPLER2	CONVENIENCE STAPLER
	TKX	D5 BKLTFINSHR XC 2/3

IFFMKRC:

Configuration	Accessories:	
	Mkt Code	Description
	SETLBL	PPS SET LABELING

5. PLACE OF PERFORMANCE

Contractor shall deliver equipment to the Ship-to location shown in Block 6 of the OF 347. Contractor shall schedule delivery, installation and removal services with the COR. Maintenance and onsite technical support services shall be provided at the following location:

One White Flint North (OWFN), 11555 Rockville Pike, Rockville, MD 20852

NRCB010A BRIEF DESCRIPTION OF WORK ALTERNATE I

(a) The title of this project is: Xerox XC1000i and Xerox D125 Digital Production Presses Lease.

(b) Summary work description: The contractor shall provide a 39-month Operating Lease for a Xerox Color 1000icolor Press, a Xerox D125 Copier/Printer and a FreeFlow Makeready software license. The lease will include operating supplies (excluding paper), Full Service Maintenance and related onsite support service.

(End of Clause)

NRCB060A CONSIDERATION AND OBLIGATION- DELIVERY ORDERS ALTERNATE I

(a) The ceiling of this order for the supplies is \$537,526.08.

(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 \$69,000.00.

(d) The Contractor shall comply with the provisions of FAR 52.232-22 - Limitation of Funds, for incrementally-funded delivery orders or task orders.

(End of Clause)

NRCD020 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 GS25F0062L NRC-HQ-40-15-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. XC1000i Press Lease – within 10 days from date of award
2. D125 Printer/Copier Lease - within 10 days from date of award
3. FreeFlow Makeready Software License Lease - within 10 days from date of award
4. Delivery, Installation of new, and removal of old equipment – within 10 days from date of award
4. Training and Analyst Support for Implementation and 40 Hours Analyst XSA, Application Development, Training– Mutually acceptable times
5. Maintenance Services - Ongoing
6. Overages - As Needed

(End of Clause)

NRCF030 PERIOD OF PERFORMANCE

This task order shall commence on date of award and will expire on December 31, 2018.

(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.

(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: Johnnie Baker
Address: U.S. Nuclear Regulatory Commission
Washington DC 2005
Mail Stop: P1 33
Johnnie.Baker@nrc.gov
Telephone Number: 301-415-3566

(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)

NRCI020 COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, AS AMENDED (SEP 2013)

In 1998, Congress amended the Rehabilitation Act of 1973 (29 U.S.C. §794d) as amended by the Workforce Investment Act of 1998 (P.L. 105 - 220), August 7, 1998 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. Inaccessible technology interferes with an ability to obtain and use information quickly and easily. Section 508 was enacted to eliminate barriers in information technology, open new opportunities for people with disabilities, and encourage development of technologies that will help achieve these goals. The law applies to all Federal agencies when they develop, procure, maintain, or use electronic and information technology. Under Section 508 (29 U.S.C. §794d), agencies must give disabled employees and members of the public access to information that is comparable to access available to others.

Specifically, Section 508 of that Act requires that when Federal agencies **develop, procure, maintain, or use** EIT, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who are not individuals with disabilities, unless an undue burden would be imposed on the agency. (36 C.F.R. §1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at: <http://www.access-board.gov/sec508/standards.htm>)

Exceptions.

All EIT that the government acquires by purchase or by lease/rental under this contract must meet Part 1194, unless one or more of the following exceptions at FAR 39.204 applies to this acquisition.

- ☐ The EIT is for a national security system.
- ☐ The EIT is acquired by a contractor incidental to a contract.
- ☐ The EIT is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.
- ☐ Compliance with the applicable 36 C.F.R. Part 1194 provisions would impose an undue burden on the agency.

Applicable Standards.

The following accessibility standards from 36 C.F.R. Part 1194 have been determined to be applicable to this contract/order. See www.section508.gov for more information:

- ☒ 1194.21 Software applications and operating systems.
- ☐ 1194.22 Web-based intranet and internet information and applications. 16 rules.
- ☐ 1194.23 Telecommunications products.
- ☐ 1194.24 Video and multimedia products.
- ☒ 1194.25 Self contained, closed products.
- ☐ 1194.26 Desktop and portable computers.
- ☒ 1194.31 Functional performance criteria.
- ☒ 1194.41 Information, documentation, and support.

Note: Under the Exceptions paragraph, the Contracting Officer should check the boxes for any exceptions that apply. If no exceptions apply, then the Contracting Officer should, under the Applicable Standards paragraph, check the boxes that indicate which of the standards apply. See FAR Subpart 39.2 and www.section508.gov for additional guidance.

(End of Clause)

List of Documents, Exhibits and Other Attachments

Attachment 1	Billing Instructions for Fixed Price Type Contracts
Attachment 2	NRC Form 187
Addendum 1	Xerox Price Proposals
Addendum 2	GSA Operating Lease Termination Ceiling Charge Schedule



CONTRACT SECURITY AND/OR CLASSIFICATION REQUIREMENTS

1. Type of Submission New		3. Contractor Company Full Name and Complete Address (Prime Contractor) Xerox Corporation 8260 Willow Oaks Corporate Dr 6T Fairfax, VA 22031-4528	
2. Type of Contract Commercial			
4. Contract Number, IAA Number, or Job Code for DOE Projects GS-25F-0062L		5. Contract Start Date 10/01/2015	6. Contract End Date 12/31/2018
7. Is this contract a follow-on contract? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If Yes, provide previous Contract Number, IAA Number, or Job Code <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	
		8. Contractor Cage Code or DOE Facility Code 3DCG0	
9. 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)? <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (If no, proceed to Block 9.E.)			
B. What is the highest level of classified matter the contractor will need to access to perform contract responsibilities? <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border: 1px solid black; padding: 2px 10px;">Select 1st Level of Classification</div> <div style="border: 1px solid black; padding: 2px 10px;">Select 2nd Level of Classification</div> </div>			
C. To carry out requirements of the contract, will the contractor need to possess, generate, or store classified matter at the contractor facility location? <input type="checkbox"/> Yes (continue) <input checked="" type="checkbox"/> No (If no, proceed to Block 9.E.)			
D. Choose all that apply: In regards to classified matter, the contractor will require:			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> 1) Access to Foreign Intelligence Information </div> <div style="width: 50%;"> <input type="checkbox"/> 2) Receipt and storage (i.e., safeguarding) of classified matter </div> <div style="width: 50%;"> <input type="checkbox"/> 3) Access to cryptographic material or other classified COMSEC information </div> <div style="width: 50%;"> <input type="checkbox"/> 4) Access to classified matter or information processed by another agency </div> <div style="width: 50%;"> <input type="checkbox"/> 5) Use of a classified information technology processing system </div> <div style="width: 50%;"> <input type="checkbox"/> 6) Generation of classified at Contractor facility location </div> <div style="width: 50%;"> <input type="checkbox"/> 7) Generation of classified matter at an NRC facility </div> </div>			
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)?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
F. Will the contractor possess, generate, or store SGI or SGI-M at the contractor facility?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
G. Will the contractor require access to any Sensitive Unclassified Non-Safeguards Information (SUNSI) or sensitive information technology (IT) Systems (i.e., MD 12.6)?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
H. Will the contractor possess, generate, or store SUNSI or have access to NRC sensitive IT systems at the contractor facility?			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
I. Was, "Yes" checked to Block 9.A., Block 9.C., Block 9.E., or Block 9.F.? (If "Yes", then a Facility Clearance is required to be issued for the contractor and any known sub-contractors by the Facilities Security Branch before final contract award and before work can begin on the contract.)			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
J. Choose all that apply:			
<div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> 1) Unescorted Access is required to Nuclear Power Plants. </div> <div style="width: 50%;"> <input type="checkbox"/> 5) Require operation of government vehicles or transport passengers for the NRC. </div> <div style="width: 50%;"> <input type="checkbox"/> 2) Access is required to Unclassified Safeguards Information. </div> <div style="width: 50%;"> <input type="checkbox"/> 6) Will operate hazardous equipment at NRC facilities. </div> <div style="width: 50%;"> <input type="checkbox"/> 3) Access is required to Sensitive IT Systems and Data. </div> <div style="width: 50%;"> <input type="checkbox"/> 7) Required to carry firearms. </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> 4) Unescorted Access to NRC Headquarters Building. </div> <div style="width: 50%;"> <input type="checkbox"/> 8) Found to use or admit to use of illegal drugs. </div> </div>			

CONTRACT SECURITY AND/OR
CLASSIFICATION REQUIREMENTS (Continued)

10. Classification Guidance (to be completed by the COR)

11. Does this contract contain any subcontractors?

If "No", Leave area blank. (Note: It is the responsibility of the COR to notify FSB if the contractor adds a subcontractor to the contract during the execution of the contract. The sub-contractors may require a facility clearance before work can be allowed).

☐ Yes ☒ No

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

12. 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

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

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)

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

- ☒ 1) Originating NRC office or Division (Item 14A.) ☒ 3) Division of Contracts and Property Management (Item 14C.)
☒ 2) Division of Facilities and Security (Item 14B.)

14. Approvals

A. Typed or Printed Name of Director, Office or Division

David Meyer/ *David Meyer*

Signature

David Meyer

Date

9-22-2015

B. Typed or Printed Name of Director, Division of Facilities and Security

Timothy Pulliam

Signature

Valerie Keel

Date

9/25/15

C. Typed or Printed Name of Director, Acquisitions Management Division

James Corbett

Signature

Ken Rau

Date

9/25/15

REMARKS