

ORDER FOR SUPPLIES OR SERVICES

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

BPA NO.

1 DATE OF ORDER 01-09-2004	2. CONTRACT NO. (If any)	6 SHIP TO	
3 ORDER NO NRC-33-04-310	MODIFICATION NO	4 REQUISITION/REFERENCE NO. CIO04310 - 11/24/03	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Office of the Chief Information Officer
5 ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts Contract Management Center 1 - Team A Mail Stop: T-7-12 Washington, DC 20555			b. STREET ADDRESS ATTN: Claire Robb Mail Stop: T-2-C8
		c. CITY Washington	d. STATE DC
		e. ZIP CODE 20555	
7. TO			f. SHIP VIA

NAME OF CONTRACTOR

KING PUBLISHING GROUP
ATTN: Sabrina Ousmaal (202) 662-9724
1325 G Street, N.W., Suite 1003
Washington, DC 20005

8 TYPE OF ORDER

<input checked="" type="checkbox"/> a PURCHASE ORDER Reference your <u>1/07/2004</u> 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	<input type="checkbox"/> b DELIVERY/TASK ORDER Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract
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9 ACCOUNTING AND APPROPRIATION DATA 410-15-524-344 J1086 2620 31X0200.410 OBLIGATE: \$25,000.00	10 REQUISITIONING OFFICE OFFICE OF THE CHIEF INFORMATION OFFICER
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11 BUSINESS CLASSIFICATION (Check appropriate box(es))

a SMALL b. OTHER THAN SMALL c. DISADVANTAGED d WOMEN-OWNED

12 F O B POINT Destination	14. GOVERNMENT B/L NO	15. DELIVER TO F.O.B POINT ON OR BEFORE 1/01/04-12/31/07	16. DISCOUNT TERMS Net 30 days.
13 PLACE OF		FOR INFORMATION CALL: (No collect calls)	

a. INSPECTION	b. ACCEPTANCE Brenda J. DuBose Telephone: (301) 415-6578
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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)
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The U.S. Nuclear Regulatory Commission (NRC) hereby accepts the quotation of King Publishing Group dated 1/07/2004, which is hereby incorporated by reference, to provide the NRC with an electronic subscription to "Energy Daily" at a fixed yearly rate of \$25,000.00 for the periods reflected below:

January 1, 2004 through December 31, 2004: \$25,000.00
 January 1, 2005 through December 31, 2005: \$25,000.00
 January 1, 2006 through December 31, 2006: \$25,000.00
 January 1, 2007 through December 31, 2007: \$25,000.00

The firm fixed price of this order is \$100,000.00. The amount presently obligated is \$25,000.00.

The NRC hereby incorporates Subpart 13.302-4: Termination or cancellation of Purchase Orders (Attachment 1), of the Federal Acquisition Regulation under the subject order. In addition, Billing Instructions for Fixed Price Contracts is hereby incorporated as Attachment 2 under this order.

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$25,000.00 SUBTOTAL
21. MAIL INVOICE TO:			17(h) TOTAL
a. NAME U.S. Nuclear Regulatory Commission Division of Contracts			(Cont. pages)
b. STREET ADDRESS (or P.O. Box) ATTN: (NRC-33-04-310) (SUBMIT INVOICE IN TRIPLICATE.)			17(i) GRAND TOTAL
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555
			25,000.00

22. UNITED STATES OF AMERICA
BY (Signature)

Joyce A. Fields

23. NAME (Typed)
Joyce A. Fields
Contracting Officer
TITLE: CONTRACTING/ORDERING OFFICER

TEMPLATE - ADM001

OPTIONAL FORM 347 (6/95)

ADM002

SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is on (or attached to) the order: "Payment is requested in the amount of \$ _____. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed \$10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: inspected, accepted, received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

Table with columns: SHIPMENT NUMBER (PARTIAL/FINAL), DATE RECEIVED, SIGNATURE OF AUTHORIZED U S GOV'T REP., DATE, TOTAL CONTAINERS, GROSS WEIGHT, RECEIVED AT, TITLE

REPORT OF REJECTIONS

Table with columns: ITEM NO, SUPPLIES OR SERVICES, UNIT, QUANTITY REJECTED, REASON FOR REJECTION

CONTINUATION PAGE

Attachment 1: Billing Instructions for Fixed Price Contracts

13.302-4 Termination or cancellation of purchase orders.

(a) If a purchase order that has been accepted in writing by the contractor is to be terminated, the contracting officer shall process the termination in accordance with-

(1) 12.403(d) and 52.212-4(l) for commercial items; or

(2) Part 49 or 52.213-4 for other than commercial items.

(b) If a purchase order that has not been accepted in writing by the contractor is to be canceled, the contracting officer shall notify the contractor in writing that the purchase order has been canceled, request the contractor's written acceptance of the cancellation, and proceed as follows:

(1) If the contractor accepts the cancellation and does not claim that costs were incurred as a result of beginning performance under the purchase order, no further action is required (i.e., the purchase order shall be considered canceled).

(2) If the contractor does not accept the cancellation or claims that costs were incurred as a result of beginning performance under the purchase order, the contracting officer shall process the termination action as prescribed in paragraph (a) of this subsection.

**BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS (October 2003)**

General: The contractor is responsible during performance and through final payment of this contract for the accuracy and completeness of the data within the Central Contractor Registration (CCR) database, and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data. The contractor shall prepare vouchers or invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICES AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, 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." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

NRC Property Management Officer
Administrative Services Center
Mail Stop -O-2G-112
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

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

Frequency: The contractor shall submit a voucher or invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor'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 contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. Description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

S:\DC Instructions\Billing instruct FP 2003.wpd