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DR-09-05-328

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

# A.1 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR \*52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 C	CFR Chapter 1)
52.233-4	Applicable Law for Breach of Contract	OCT 2004
	Claim	
52.243-1	CHANGESFIXED PRICE	AUG 1987
	ALTERNATE I (APR 1984)	
A.2 52.213-4 TE	RMS AND CONDITIONS - SIMPLIFIED ACQUIS	ITIONS
	HAN COMMERCIAL ITEMS) (APR 2005)	

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (MAR 2005) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

# DR-09-05-328

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Dec 2004).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jun 2004) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212) (Applies to contracts of \$25,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (May 1989) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (AUG 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

#### DR-09-05-328

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applies to contracts over \$25,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (JUN 1988) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 52.252-2, Clauses Incorporated by Reference (FEB 1998). This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

## http://www.arnet.gov/far

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

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

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

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

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

# DR-09-05-328

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

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

# A.3 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20 2052.209-72 CONTRACTOR ORGANIZATIONAL CONFLICTS OF JAN 1993 INTEREST A.4 OTHER APPLICABLE CLAUSES

See Addendum for the following in full text (if checked)

[] 52.216-18, Ordering

[] 52.216-19, Order Limitations

[] 52.216-22, Indefinite Quantity

[] 52.217-6, Option for Increased Quantity

[] 52.217-7, Option for Increased Quantity Separately Priced Line Item

[] 52.217-8, Option to Extend Services

[] 52.217-9, Option to Extend the Term of the Contract

# A.5 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

# A.6 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 and Naturalization (INS) 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 Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl.

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.

# Attachment 1 - Statement of Work for the Office of the Chief Financial Officer (OCFO) DR-09-05-328

#### <u>Summary</u>

The Office of the Chief Financial Officer (OCFO) requests contractor assistance to conduct the next steps in improving the OCFO work environment. The contractors next steps will be to conduct the second phase of team building, focusing on Division Management and teams to develop actions to further improve the OCFO workplace environment.

#### Background

The Office of the Inspector General contracted with International Survey Research (ISR) to conduct a NRC-wide survey on the safety culture and climate of the agency. The ISR briefed the agency on November 14, 2002 on the survey results. Those results indicated that OCFO, while for the most part was improving compared to the 1998 survey results, showed statistically significant negative results when compared to the entire agency in four of the eighteen categories: management leadership, empowerment, quality focus, and supervision.

Subsequent to the agency briefing, the OCFO contracted with ISR to provide the approach and tools to develop actions that would improve the NRC work environment. Dr. Leo Brajkovich, a principle at ISR, developed an approach that included participation of first line supervisors in Action Groups to develop recommended actions. The approach also included participation of OCFO staff in developing those recommendations. Once the Action Groups, with the assistance of Dr. Brajkovich, completed their work, the CFO reviewed the recommendations and approved actions that were implemented in early FY 2004. In August of 2004, the OCFO contracted with Dr. Brajkovich, then with Mindful Leadership Solutions, to assess the actions taken and determine progress in those areas identified in the IG survey. The results of the assessment indicated that further work was necessary to attain progress in improving the OCFO workplace. Dr. Braikovich briefed OCFO managers at an off site meeting and began an initial brainstorming of areas for the OCFO to focus on to develop further actions. While the list of areas identified was critical, it was apparent that additional facilitation would be necessary to develop further actions. In addition, one critical area, team building, was identified as an action that would be undertaken right away. The CFO decided to combine team building with the effort to develop further actions to improve the OCFO workplace. In March 2005. Purchase Order No. DR-09-05-318 was awarded to Gantz Wiley Research for the services of Dr. Brajkovich to conduct team building to develop or refine specific actions for OCFO Senior Managers (the CFO, Deputy CFO, Division Directors, and Deputy Division Directors). This purchase order would follow on to the work begun under DR-09-05-318 by focusing the team building effort on OCFO Division Management (Division Directors and Deputy Division Directors) and Teams (Team Chief and Team Members).

# Scope of Work

The OCFO requires the assistance of a contractor to provide consultation, analytical, team building, and facilitation services for the OCFO. Support services include developing a plan of action for the OCFO management team building and briefing the CFO on those plans. The contractor shall conduct on-site and/or off-site team building sessions (The NRC is responsible for arranging these locations) to include OCFO Division and Team Management and staff in the second team building effort. The contractor shall provide a final product which includes a list of actions and identify steps to be implemented to improve the OCFO workplace environment.

## Deliverables and Due Dates

Deliverables from the contractor shall be as shown below. Delivery dates within the period of performance shall be coordinated between the contractor and NRC Project Officer :

- Senior Management Team Building
  - Step 1: Conduct three OCFO facilitations consisting of division directors/deputy division directors and division team chiefs (3 days total)
  - Step 2: Conduct fourteen facilitations consisting of Team Chief and staff. ( 3 ½ days total requiring two consultants simultaneously)

Telephone based coaching support for participants - not to exceed 11 hours

- Brief CFO on results of Teambuilding/Consultation
- Final Deliverable: Action list and timetable for implementation to further improve
  the OCFO Workplace

The contractor is expected to meet or discuss with the CFO at the beginning of the process to obtain approval for a plan of action or approach. It is expected that a total of 17 team building sessions will be necessary and will take no longer than 10 days. It is estimated that four trips will be sufficient. To accomplish this, under Step 2 two facilitators will be used to complete the step within 7 days. Some tasks may run concurrently to accommodate work schedules.

# **Contractor Qualifications**

The contractor shall have qualifications and experience in team building, facilitating senior managers, conducting analysis of team efforts, and providing effort guidance and consultation on organizational issues. The contractor shall have expertise in organizational effectiveness, human capital and performance management,. The contractor shall have

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qualifications and experience sufficient to facilitate OCFO managers in developing actions to improve the workplace environment.

# Special Reporting Requirements

The contractor shall meet, or conduct a meeting by phone, with the CFO and Project Manager at the outset of the project to discuss the project expectations. The contractor shall review with the Project Manager materials to be used, agendas for meetings, and processes to be employed prior to the facilitated team building sessions. The contractor shall keep the Project Manager informed on the progress of the team building sessions, development of actions to address improving the OCFO workplace environment, and any additional issues arising from the team building exercises. The contractor shall brief the CFO on the results of the team building exercises. Contractor billings shall be itemized by tasks outline as deliverables.

#### Period of Performance

The period of performance is from date of award through November 30, 2005.

# Estimated Level of Effort

The estimated level of effort totals 195.5 hours for this period of performance. This includes 42.5 hours to develop the approach, conduct other preliminary work and brief the CFO, 102 hours of preparation for the facilitation sessions, and 51 hours to conduct the team building sessions.

## Travel

Travel from the contractor location to NRC Headquarters or off-site location within Headquarters' proximity will be required. The total number of trips is estimated at four. The total number of trips may be fewer based on the meeting and facilitation schedule. Proposal shall include all costs associated with this purchase order.

# ATTACHMENT 2 - LINE ITEMS - DR-09-05-328

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ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT I	PRICE AMOL	INT			
OVERALL PLANNING AND DESIGN									
001	Develop Plan of Action and brief OCFO via telephone	9	1	LOT	\$400.00	\$ 400.00			
002	Create and distribute to OCF( (Pre-work) Materials incl. Tea Building topics for discussion		1	LOT	\$1,600.00	\$1,600.00			
DIVISION MANAGEMENT TEAM BUILDING									
STEP 1									
003	Develop Team Building Proto Based in Part of Manager Pre feedback		1	LOT	\$1,600.00	\$1,600.00			
004	Conduct Off-Site Team Buildin Sessions with each of the thre DD/DDD and their Team Chie	ee efs	<b>1</b>	LOT	\$6,650.00	\$6,650.00			
STEP 2	Separately. (Debrief and Sun document for each participant								
005	Develop Larger Group Team Building Protocol Based in pa Manager pre-work	rt of	1	LOT	\$2,400.00.	\$2,400.00			
006	Conduct 14 Team Building session with each of the Tean Chiefs and their staff. (Debrief summary document f each Team Chief)		1	LOT	\$13,250.00	\$13,250.00			
007	Telephone-based coaching su support for participants (Not to exceed 11 hrs) NOTE: Actual Usage will be inv	•••	11	hours	\$200.00	\$ 2,200.00			
007a	Telephone Support - Other Di Costs and Shipping (Not-to-E		1	LOT	\$ 61.20	\$ 61.20			
008	Estimated Travel - Not-to-Exc Reimbursed in accordance wi federal travel regulations		1	LOT	\$4,800.00	\$4,800.00			

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## ATTACHMENT 3 BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS (October 2003)

<u>General</u>: 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.

<u>Form</u>: 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.

<u>Number of Copies</u>: 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 - T-7-D-27 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/involces will be the date it is received by the official agency billing office in the Division of Contracts.

Billing Instructions for Fixed Price Contracts (October 2003) Page 2

<u>Agency Payment Office</u>: 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.

<u>Frequency</u>: 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.

<u>Preparation and Itemization of the Voucher/Invoice</u>: 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.

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- 3. Sequential voucher/invoice number.
- 4. Date of voucher/involce.
- 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."

<u>Currency</u>: 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

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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.

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