

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 11 PAGES

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

BPA NO.

1. DATE OF ORDER 9/2/2010		2. CONTRACT NO. (if any)		6. SHIP TO:	
3. ORDER NO. NRC-DR-20-10-483		MODIFICATION NO.		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
4. REQUISITION/REFERENCE NO. 20-10-483		7/9/2010		b. STREET ADDRESS Office of Investigations Mail Stop: OWFN-03-F3	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jerry Purcell Jr. Mail Stop: TWB-01-B10M Washington, DC 20555				c. CITY Washington	d. STATE DC
7. TO:				e. ZIP CODE 20555	
a. NAME OF CONTRACTOR MARYLAND ECONOMIC DEVELOPMENT CORPORATION HYATT REGENCY CHESAPEAKE BAY				f. SHIP VIA N/A	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS 100 HERON BLVD				<input checked="" type="checkbox"/> a. PURCHASE REFERENCE YOUR RFQ-20-10-483 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.	
d. CITY CAMBRIDGE	e. STATE MD	f. ZIP CODE 216133420		<input type="checkbox"/> b. DELIVERY Except for billing instructions on the reverse, this delivery 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.	
9. ACCOUNTING AND APPROPRIATION DATA BB&R: 07A-15-122-133 JC: N7378 BOC: 252A APPN: 31X0200 Amount Obligated: \$6,352.95 FFS#: OI-10-301				10. REQUISITIONING OFFICE OI Office of Investigations	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALL BUSINESS <input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED				N/A	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION	b. ACCEPTANCE See Block 7a	N/A		N/A	
16. DISCOUNT TERMS N/A					

17. SCHEDULE (See reverse for Rejections)

See CONTINUATION Page

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
CLIN 001	Period of performance is from November 1, 2010 to November 5, 2010. The NRC's point of contact is: Project Officer- Natasha Harris PH: 301-415-3476 E-mail: Natasha.Harris@nrc.gov Alternate Project Officer- Sandra Hackworth PH: 301-415-3486 E-mail: Sandra.Hackworth@nrc.gov All other terms and conditions of this Purchase Order are prescribed in section "B" entitled "Statement of Work" Signature: <u>Kimberly Seaward</u> Date: <u>9-30-2010</u>	1	LOT	6,352.95	\$6,352.95	

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO		\$6,352.95	17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:							
	a. NAME Department of Interior / NBC NRCPayments@nbc.gov						\$6,352.95	17(i) GRAND TOTAL
	b. STREET ADDRESS (or P.O. Box) Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue							
c. CITY Denver			d. STATE CO	e. ZIP CODE 80235-2230				
22. UNITED STATES OF AMERICA BY (Signature) <u>[Signature]</u>						23. NAME (Typed) Donald A. King Contracting Officer TITLE: CONTRACTING/ORDERING OFFICER		

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OPTIONAL FORM 347 (REV. 4/2006)
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

TEMPLATE - ADM001

SUNSI REVIEW COMPLETE

OCT 04 2010

ADM001

A.1 CONTINUATION

The Contractor shall provide meeting space, A/V equipment, and meals starting on Monday, November 1, 2010 and ending Friday, November 5, 2010. The number of attendees for the first day will be approximately 10 individuals and each subsequent day attendees will be approximately 30 to 40 individuals, comprised of OI managers and staff, other HQ staff, and regional NRC managers and staff.

A.2 NRC REQUIREMENTS

The hotel/conference center shall be at least 35 driving miles away from the NRC Headquarters located at 11555 Rockville Pike, MD 20852 and no more than 100 driving miles from the NRC Headquarters.

The hotel must have the following amenities: suitable conference room(s) with good visibility; business center capabilities; internet access; restaurant; and fitness center.

A.2.1 Meeting Dates and Times:

- Monday: November 1, 2010 > 8:00 a.m. - 6:00 p.m.
- Tuesday: November 2, 2010 > 7:00 a.m. - 6:00 p.m.
- Wednesday: November 3, 2010 > 7:00 a.m. - 6:00 p.m.
- Thursday: November 4, 2010 > 7:00 a.m. - 7:30 p.m.
- Friday: November 5, 2010 > 7:00 a.m. - 12:00 p.m.

A.2.2 Type of Meeting Rooms:

- One (1) Small Conference (or Breakout) Room (for 10 occupant seating) as follows:
November 1, 2010 > 8:00 a.m. - 6:00 p.m.
- One (1) Main Conference Room (for 30-40 occupant seating) as follows:
November 2, 2010 > 7:00 a.m. - 6:00 p.m.
November 3, 2010 > 7:00 a.m. - 6:00 p.m.
November 4, 2010 > 7:00 a.m. - 6:00 p.m.
November 5, 2010 > 7:00 a.m. - 12:00 p.m.
- One (1) Additional Conference Room (lunch for 30-40 occupant seating) as follows:
November 3, 2010 > 12:00 p.m. - 1:00 p.m.
- One (1) Additional Conference Room (dinner for 30-40 occupant seating) as follows:
November 4, 2010 > 6:00 p.m. - 7:30 p.m.

A.2.3 Set-up for Meeting Rooms (for dates and times noted above):

- Small Conference (or Breakout) Room (for 10 occupant seating)
 - Arrange in "Boardroom" Style
- Main Conference Room (for 30-40 occupant seating)
 - Arrange in "Hollow Square"
- Additional Conference Rooms (for 30-40- occupant seating)
 - Arrange in "Banquet" Style (Wednesday and Thursday)

A.2.4 Meals and Light Refreshments:

Provide details regarding what is included in the continental breakfast, lunch buffet, dinner, and light refreshments.

- **Tuesday, 11/02/2010 (Full Day)**
 - Continental breakfast from 7:30 a.m.-8:00 a.m. (for approximately 30-40 individuals)
 - Light refreshments from 10:00 a.m.-10:30 a.m. (for approximately 30-40 individuals)
 - Light refreshments from 3:00 p.m.-3:30 p.m. (for approximately 30-40 individuals)
- **Wednesday, 11/03/2010 (Full Day)**
 - Continental breakfast from 7:30 a.m. -8:00 a.m. (for approximately 30-40 individuals)
 - Lunch buffet from 12:00 p.m.-1:00 p.m. (for approximately 30-40 individuals)
 - Light refreshments from 3:00 p.m.-3:30 p.m. (for approximately 30-40 individuals)
- **Thursday, 11/04/2010 (Full Day)**
 - Continental breakfast from 7:30 a.m. -8:00 a.m. (for approximately 30-40 individuals)
 - Light refreshments from 10:00 a.m.-10:30 a.m. (for approximately 30-40 individuals)
 - Dinner in the evening from 6:00 p.m. -7:30 p.m. (for approximately 30-40 individuals)
- **Friday, 11/05/2010 (Partial Day)**
 - Light refreshments from 7:30 a.m.-8:30 a.m. (for approximately 40 individuals)

A.2.5 Equipment Requirements:

The NRC will utilize its own laptop computers:

- **Tuesday, 11/02/2010 (Full Day)**
 - Main Conference Room
 - One (1) Projection Stand
 - One (1) Tripod Screen
 - One (1) LCD Support Package (cabling, power cords, etc.)
 - One (1) LCD Projector
 - One (1) Wireless microphone
 - A/V Service Technician labor to set-up, take down and troubleshoot all equipment throughout the meeting.
- **Wednesday, 11/03/2010 (Full Day)**
 - Main Conference Room
 - One (1) Projection Stand
 - One (1) Tripod Screen
 - One (1) LCD Support Package (cabling, power cords, etc.)
 - One (1) LCD Projector
 - One (1) Wireless microphone
 - A/V Service Technician labor to set-up, take down and troubleshoot all equipment throughout the meeting.
- **Thursday, 11/04/2010 (Full Day)**
 - Main Conference Room
 - One (1) Projection Stand
 - One (1) Tripod Screen

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- One (1) LCD Support Package (cabling, power cords, etc.)
- One (1) LCD Projector
- One (1) Wireless microphone
- A/V Service Technician labor to set-up, take down and troubleshoot all equipment throughout the meeting.

- **Friday, 11/05/2010 (Partial Day)**

- Main Conference Room
 - One (1) Projection Stand
 - One (1) Tripod Screen
 - One (1) LCD Support Package (cabling, power cords, etc.)
 - One (1) LCD Projector
 - One (1) Wireless microphone
 - A/V Service Technician labor to set-up, take down and troubleshoot all equipment throughout the meeting.

B.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

☐ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (6) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (7) [Reserved]

☐ (8)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (9)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☐ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

- ☐ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (14)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (15) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☐ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☒ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- ☐ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☐ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☐ (23) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☐ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☐ (25) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).
- ☐ (26) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ☐ (27)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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- ☐ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).
 - ☐ (29)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
 - ☐ (ii) Alternate I (DEC 2007) of 52.223-16.
 - ☐ (30) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).
 - ☐ (31)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).
 - ☐ (ii) Alternate I (Jan 2004) of 52.225-3.
 - ☐ (iii) Alternate II (Jan 2004) of 52.225-3.
 - ☐ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - ☒ (33) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - ☐ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
 - ☐ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
 - ☐ (36) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - ☐ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
 - ☐ (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
 - ☐ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).
 - ☐ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).
 - ☐ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
 - ☐ (42)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - ☐ (ii) Alternate I (Apr 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- ☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

□ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

□ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

□ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

□ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

□ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

□ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (DEC 2008) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

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(ii) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(vii) [Removed and reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

52.213-3	NOTICE TO SUPPLIER	APR 1984
FAR NUMBER	TITLE	DATE
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUN 2008
52.233-1	DISPUTES	JUL 2002
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004

C.1 ATTACHMENT

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACT (JUNE 2008)

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of 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/invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/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."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit a voucher/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. **A description of articles or services, quantity, unit price, and total amount.**
7. **For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more 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.