

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NO.
RFAP#: HR-12-061
FAIMIS: 10877

PAGE 1 OF

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2. CONTRACT NO. NRC-HQ-12-C-38-0079	3. AWARD/EFFECTIVE DATE See Block 31c	4. ORDER NO. NRC-HQ-12-T-38-0005	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL: a. NAME Erika Eam	b. TELEPHONE NO. (No Collect Calls) 301-492-3492	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Erika Eam, 301-492-3492 Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 541990 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input checked="" type="checkbox"/> B(A) SIZE STANDARD: \$14 Million
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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5. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555	CODE 3100
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7a. CONTRACTOR/OFFEROR BATTLE RESOURCE MANAGEMENT, INC. BRMI 5525 ADAMS RIDGE RD CLARKSVILLE MD 210291171 TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Department of Interior / NBC NRCPayments NBCCDenver@NBC.gov Attn: Fiscal Services Branch - D2770 7301 W. Mansfield Avenue Denver CO 80235-2230 PHONE: FAX:	CODE 3100
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>This Task Order is issued under the base contract NRC-HQ-12-C-38-0079 - "Courseware Development and Maintenance".</p> <p>The purpose of this Task Order is to provide an instructor led course into a web-based course, entitled "The Regulatory Process". This Task Order is firm-fixed price.</p> <p>Task Order Period of Performance - Date of award - 12/31/12 Total Task Order Ceiling: \$92,947.04</p> <p>Task Order Technical Monitor: Salman Haq, 301-492-2289 Task Order COR - Emaad Burki, 301-492-2294</p> <p>SBA#: 0373-12-202241</p> <p>See attached pages for additional terms and conditions and detailed statement of work.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

5. ACCOUNTING AND APPROPRIATION DATA B&R#: 2012-84-51-H-192; Job Code: T8490; BOC: 251F Appr. No.: 31X0200; Amount Obligated: \$92,947.04 DUNS#:15-128-8037; NAICS Code: 541990; APP#: 12-10084	28. TOTAL AWARD AMOUNT (For Govt. Use Only) NTE \$92,947.04
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED
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28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:
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0a. SIGNATURE OF OFFEROR/CONTRACTOR Karen Jones	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Erika Eam
0b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) KAREN JONES, Director Financial Operations	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Erika Eam Contracting Officer
30c. DATE SIGNED 9/10/12	31c. DATE SIGNED 9/10/2012

SUNSI REVIEW COMPLETE

SEP 11 2012

TEMPLATE - ADM001

ADM002

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A.2 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY UNIT	UNIT PRICE	AMOUNT
0001	Task 2 – Course Development Project Plan			
0002	Task 2 – Course Development Project Plan			
0003	Task 3 – Course Contents Material Development			
0004	Task 3 – Course Contents Material Development			
GRAND TOTAL			\$92,947.04	

ACCOUNTING AND APPROPRIATION DATA:

ACRN APPROPRIATION	REQUISITION NUMBER	AMOUNT
1 2012-84-51-H-192-JCN-T8490-BOC-251F-APPNUMBER-31X0200	HR-12-061 P	\$92,947.04

A.3 DELIVERY SCHEDULE

ITEM NUMBER	QUANTITY	DATE OF DELIVERY
0001		Date of award – December 31, 2012
0002		Date of award – December 31, 2012
0003		Date of award – December 31, 2012
0004		Date of award – December 31, 2012

A.4 STATEMENT OF WORK

Convert an Instructor-Led Course to Online Course titled: “The Regulatory Process”

A.4.1 BACKGROUND

The U.S. Nuclear Regulatory Commission’s (NRC) mission is to ensure adequate protection of the public health and safety, the common defense and security, and the environment in the use of nuclear materials in the United States. The NRC’s scope of responsibility includes regulation of commercial nuclear power reactors; test and training reactors; fuel cycle facilities; medical, academic, and industrial uses of nuclear materials; and the transport, storage, and disposal of nuclear material and waste.

The Fundamentals of Reactor Licensing Course will address general knowledge of the Agency's organization, safety mission, licensing principles, and processes. The course will be attended by Office of Nuclear Reactor Regulation (NRR) and Office of New Reactor (NRO) employees who are working on their position specific qualifications as well as employees who assist with reactor licensing activities.

The U.S. Nuclear Regulatory Commission (NRC) has traditionally presented this training using an instructor-led classroom format. The training has been presented at NRC facilities and Regional offices. Some web-based training is also available at NRC.

The NRC's Human Resources Training and Development (HRTD) Division have a strategic goal to ensure agency training needs are identified and met. In order to meet this goal, there is a need to evaluate and apply current and emerging learning tools and methodologies to training that will:

- Provide continuous and just-in-time learning and refresher training
- Provide instructional material that targets skill retention to a diverse staff of all levels;
- Provide courseware that meet the developmental and technical training needs of the NRC's expanding workforce;
- Reduce time and travel costs for attending classroom training

NRC has implemented a Learning Management System (LMS) on the Plateau platform referred to as the iLearn. HRTD is exploring the next phase of e-learning with the introduction of Advanced Training Methods/Advanced Learning Methods (ATM/ALM) into the NRC training environment. These Advanced Methodologies must be compatible with this LMS and NRC's information technologies infrastructure.

A.4.1.2 CONTRACT OBJECTIVES

The primary objective of this contract is to obtain the services of a qualified contractor to develop a state-of-the-art training course using proven ATM/ALM tools. The course is expected to be attended by new NRC employees in the process of completing the training and qualification program, and existing NRC employees attending as refresher training. The training course should be an asynchronous, online, CBT, and in a self-study format. The course should address and cover the learning objective related to NRC regulatory process as outlined in Appendix A (to be provided as a separate file after award). Presently, the objectives covered under the current course taught face-to-face is a 1.5 days in length. The new online course is expected to be about 5-8 hrs in duration.

A.4.1.3 SCOPE OF WORK (TASKS)

The contractor must furnish qualified personnel and services to develop an online training course based on the learning objectives of an existing course currently offered in an instructor led format. The existing course material will be provided in its entirety after award, however much of the course objectives and section by section outline is provided in Appendix A.

The following paragraphs describe the tasks to be accomplished under this contract.

A.4.1.3.1 TASK 1 – Participate in a Post-Award Meeting

Upon award of the contract, the contractor shall participate in a kickoff meeting (2-4 hours) with the NRC Contracting Officer Representative (COR) and designated NRC technical representatives to finalize a project plan. The purpose of the meeting shall be to discuss the proposed course content, lesson objectives, case studies, material preparation, schedule milestones, and target delivery date as well as NRC's LMS and computer infrastructure. The meeting may take place at the NRC. Some NRC individuals may participate via web/tele-conference. The date and location for this meeting shall be mutually agreed upon between the contractor and the NRC COR consistent with the Contract Milestones and Deliverables specified in section A.4.4.

A.4.1.3.2 TASK 2 – Course Development Project Plan

The contractor must develop an online training course material using the Study Activities and learning objectives listed in Appendix A representing approximately 10 hours (about 1.5 day) of face to face instruction time.

A.4.1.3.3 TASK 3 – Course Contents Material Development

The contractor must develop an Analysis, Architecture, Construction, and Delivery Plan and obtain approval from NRC project manager before developing the course contents.

A.4.2 SPECIFIC REQUIREMENTS

1. Material Compatibility

The contractor must provide all training materials in electronic and hard copy compatible with Microsoft Office 2007 software. The online materials should be compatible with NRCs Learning Management System (LMS) called iLearn which is a configuration of commercially available software solution call Plateau LMS platform. The system is SCORM compliant.

Online course must be accessible over NRCs local and wide area network (LAN/WAN), which is an IP based network using internet explorer on end users desktop.

Online course shall be consistent with Section 508 of the Rehabilitation Act of 1973 compliance guidelines.

The on-line course contents are expected to printable or a compiled printed copy of the material can be made available to remote users who are unable to login to NRC network.

2. Target Audience

A.4.3 CONTRACTOR QUALIFICATION REQUIREMENTS

1. The proposed contractor shall provide at least one personnel with experience in the instructional design, development and presentation of training materials in online format. Experience in reactor licensing requirements and government administrative processes are desirable but not required. Highly qualified Instructional Designers are expected to have at least 5 years of experience in instructional design, development, and presentation in an online format and to hold a Bachelor's Degree or other certifications. An additional 4 years of experience will be considered in lieu of a Bachelor's Degree or accreditation.
2. The contractor shall designate an individual who will act in the capacity of a Project Manager. The Project Manager shall be responsible for supervising the performance of work under the contract and who shall perform quality assurance in meeting the objectives and goals of the training. This designated individual shall be the focal point for communication and any problems resolutions. Highly qualified Project Managers are expected to have at least 5 years of experience supervising contracts similar in size and scope to the NRC's requirement and to hold a Bachelor's Degree. An additional 4 years of experience will be considered in lieu of a Bachelor's Degree.
3. Key personnel who will prepare the course materials as described above must be identified and resumes of education, training and experience provided. The qualification of proposed development shall be based on the resumes and supporting information provided.

A.4.4 MILESTONES AND DELIVERABLES

Contractor must develop a proposed project plan with key milestones prior to Kickoff meeting and submit a final

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project plan with sub-task schedule within about one week after Kickoff meeting. It is anticipated that a series of custom deliverables will be developed under this contract. Deliverables include:

1. Course Contents

The contents material is expected to include:

- Student handouts such as a booklet, list of references.
- Learning exercises for interactive learning and discussion.
- Test and exam questions.

2. Course Delivery

The material developed must be delivered section by section. The contents will be loaded and tested in iLearn by NRC. A pilot online session will be offered upon completion of all sections of the course. Some adjustments and revisions to the course content/presentation may be necessary based on the feedback from pilot course. A delivery schedule for each section shall be submitted in the proposal and will be agreed upon at the kickoff meeting.

The contractor may propose different or additional deliverables subject to approval by NRC. All deliverables shall be delivered to NRC in both draft and final versions.

A.4.5 CONTRACT MONITORING

The NRC Contracting Officer Representative (COR) or an individual designated by the COR is responsible to monitor the progress and deliverables to ensure that the quality of instruction and the materials provided are adequate, up-to-date, and meet the Agency's requirements.

A.4.6 PROGRESS REPORTS

The contractor shall furnish regular updates and progress report on weekly or monthly basis as agreed upon during the kick off meeting. A final report by the end date of the contract or within thirty (30) days of the final course presentation whichever is earlier. These reports (electronic preferred, paper copy acceptable) shall be sent to the COR. The report shall include as a minimum:

- a. A technical report of the work completed;
- b. Any problems or delays encountered and their solutions; and
- c. Recommendations for improvements or options for future enhancement if any.

The contractor shall also return to the COR all government furnished materials and shall transfer to the COR all materials developed by the contractor at the expense of the government. Training materials shall be provided in both electronic (original format such as Word and PowerPoint not PDF), a corresponding PDF files for each document and a paper copy.

A.4.7 CONTRACTOR FURNISHED ITEMS

The contractor shall provide all necessary instructional materials including student texts, instructor manuals, case studies, handouts and audio-visual media for the conduct of the class. Copies of all these materials shall be provided to the COR in both electronic format and hard copy. The software used by the contractor shall be compatible with the software used by the COR (e.g., MS Word, Microsoft PowerPoint, Microsoft Excel, etc.) at the time the materials are provided. All of the materials used during the training shall be non-proprietary. All materials purchased or created by the contractor at the expense of this contract (e.g., manuals, case studies, visual aids etc) or obtained from the NRC for use in the presentation of these courses, shall become the property of the NRC at the termination of this contract. The NRC retains rights to these materials and may distribute them to anyone without restriction.

A.4.8 QUALITY ASSURANCE PLAN

The COR shall review the contractor's material submissions to ensure that all materials meet the contract requirements. It is expected that the contractor will have an internal quality assurance program for the project and its deliverables.

ARTICLE III - DELIVERABLE ITEMS/DELIVERY SCHEDULE

ITEM	DESCRIPTION	SCHEDULE
1	Draft course and case study outlines and project plan with sub-task schedule.	TBD kickoff meeting*
2	Analysis, Architecture, Construction, Delivery Plan Development and delivery of contents.	TBD*
3	Pilot Session and feedback	TBD*
4	Final Contract Delivery of all contents and final invoices	DEC 31, 2012

* Dates are subject to change.

TASK ORDER TERMS AND CONDITIONS

NOT SPECIFIED IN THE CONTRACT

A.5 PACKAGING AND MARKING (AUG 2011)

(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: NA

A.6 BRANDING (AUG 2011)

The Contractor is required to use the official NRC branding logo or seal on any publications, presentations, products, or materials funded under this contract, to the extent practical, in order to provide NRC 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.

Access the following websites for branding information and specifications:

<http://www.internal.nrc.gov/ADM/branding/> and Management Directive and Handbook 3.13 -

(internal NRC website): <http://www.internal.nrc.gov/policy/directives/toc/md3.13.htm>

(external public website): <http://pbadupws.nrc.gov/docs/ML1122/ML112280190.pdf>

A.7 TASK/DELIVERY ORDER PERIOD OF PERFORMANCE (AUG 2011)

This order shall commence on date of award and will expire on 12-31-2012.

A.8 ELECTRONIC PAYMENT (AUG 2011)

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 the Department of the Interior at NRCPayments_NBCDenver@nbc.gov. If the contractor submits a hard copy of the 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

A.9 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)

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.

A.10 SECURITY REQUIREMENTS RELATING TO THE PRODUCTION OF REPORT(S) OR THE PUBLICATION OF RESULTS UNDER CONTRACTS, AGREEMENTS, AND GRANTS (AUG 2011)

Review and Approval of Reports

(a) Reporting Requirements. The contractor/grantee shall comply with the terms and conditions of the contract/grant regarding the contents of the draft and final report, summaries, data, and related documents, to include correcting, deleting, editing, revising, modifying, formatting, and supplementing any of the information contained therein, at no additional cost to the NRC. Performance under the contract/grant will not be deemed accepted or completed until it complies with the NRC's directions. The reports, summaries, data, and related documents will be considered draft until approved by the NRC. The contractor/ grantee agrees that the direction, determinations, and decisions on approval or disapproval of reports, summaries, data, and related documents created under this contract/grant remain solely within the discretion of the NRC.

(b) Publication of Results. Prior to any dissemination, display, publication, or release of articles, reports, summaries, data, or related documents developed under the contract/grant, the contractor/grantee shall submit them to the NRC for review and approval. The contractor/ grantee shall not release, disseminate, display or publish articles, reports, summaries, data, and related documents, or the contents therein, that have not been reviewed and approved by the NRC for release, display, dissemination or publication. The contractor/grantee agrees to conspicuously place any disclaimers, markings or notices, directed by the NRC, on any articles, reports, summaries, data, and related documents that the contractor/grantee intends to release, display, disseminate or publish to other persons, the public, or any other entities. The contractor/grantee agrees, and grants, a royalty-free, nonexclusive, irrevocable worldwide license to the government, to use, reproduce, modify, distribute, prepare derivative works, release, display or disclose the articles, reports, summaries, data, and related documents developed under the contract/grant, for any governmental purpose and to have or authorize others to do so.

(c) Identification/Marking of Sensitive Unclassified Non-Safeguards Information (SUNSI) and Safeguards Information (SGI). The decision, determination, or direction by the NRC that information possessed, formulated or produced by the contractor/grantee constitutes SUNSI or SGI is solely within the authority and discretion of the NRC. In performing the contract/grant, the contractor/grantee shall clearly mark SUNSI and SGI, to include for example, OUO-Allegation Information or OUO-Security Related Information on any reports, documents, designs, data, materials, and written information, as directed by the NRC. In addition to marking the information as directed by the NRC, the contractor shall use the applicable NRC cover sheet (e.g., NRC Form 461 Safeguards Information) in maintaining these records and documents. The contractor/grantee shall ensure that SUNSI and SGI is handled, maintained and protected from unauthorized disclosure, consistent with NRC policies and directions. The contractor/grantee shall comply with the requirements to mark, maintain, and protect all information, including documents, summaries, reports, data, designs,

and materials in accordance with the provisions of Section 147 of the Atomic Energy Act of 1954 as amended, its implementing regulations (10 CFR 73.21), Sensitive Unclassified Non-Safeguards and Safeguards Information policies, and NRC Management Directives and Handbooks 12.5, 12.6 and 12.7.

(d) Remedies. In addition to any civil, criminal, and contractual remedies available under the applicable laws and regulations, failure to comply with the above provisions, and/or NRC directions, may result in suspension, withholding, or offsetting of any payments invoiced or claimed by the contractor/grantee.

(e) Flowdown. If the contractor/grantee intends to enter into any subcontracts or other agreements to perform this contract/grant, the contractor/grantee shall include all of the above provisions in any subcontracts or agreements.

A.11 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)

(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.

A.12 AUTHORITY TO USE GOVERNMENT PROVIDED SPACE AT NRC HEADQUARTERS (AUG 2011)

Prior to occupying any government provided space at NRC HQs in Rockville Maryland, the Contractor shall obtain written authorization to occupy specifically designated government space, via the NRC Contracting Officer's Representative (COR), from the Chief, Space Design Branch, ADSPC. Failure to obtain this prior authorization can result in one, or a combination, of the following remedies as deemed appropriate by the Contracting Officer.

- (1) Rental charge for the space occupied will be deducted from the invoice amount due the Contractor
- (2) Removal from the space occupied
- (3) Contract Termination

A.13 GREEN PURCHASING (JUN 2011)

(a) In furtherance of the sustainable acquisition goals of Executive Order 13514, "Federal Leadership in Environmental, Energy, and Economic Performance" products and services provided 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, contain recycled content, or are non-toxic or less toxic alternatives, where such products and services meet agency performance requirements. <http://www.fedcenter.gov/programs/eo13514/>

(b) The contractor shall flow down this clause into all subcontracts and other agreements that relate to performance of this contract/order.

A.14 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)

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.

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (JULY 2011)**

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 invoices/vouchers for payment of deliverables identified in the contract, in the manner described herein. FAILURE TO SUBMIT INVOICES/VOUCHERS IN ACCORDANCE WITH THESE INSTRUCTIONS MAY RESULT IN REJECTION OF THE INVOICE/VOUCHER AS IMPROPER.

Standard Forms: Payment requests for completed work, in accordance with the contract, shall be submitted on the payee's letterhead, invoice/voucher, 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."

Electronic Invoice/Voucher Submissions: The preferred method of submitting invoices/vouchers is electronically to the U.S. Department of the Interior's National Business Center, via email to: NRCPayments_NBCDenver@NBC.gov.

Hard-Copy Invoice/Voucher Submissions: If you submit a hard-copy of the invoice/voucher, a signed original and supporting documentation 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

Purchase of Capital Property: *(\$50,000 or more with life of one year or longer)*

Contractors must report to the Contracting Officer, electronically, any capital property acquired with contract funds having an initial cost of \$50,000 or more, in accordance with procedures set forth in NRC Management Directive (MD) 13.1, IV, C – "Reporting Requirements" (revised 2/16/2011).

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

Frequency: The contractor shall submit invoices/vouchers for payment once each month, unless otherwise authorized by the Contracting Officer.

Format: Invoices/Vouchers shall be submitted in the format depicted on the attached sample form entitled "Invoice/Voucher for Purchases and Services Other Than Personal". Alternate formats are permissible only if they address all requirements of the Billing Instructions. The instructions for preparation and itemization of the invoice/voucher are included with the sample form.

Task Order Contracts: The contractor must submit a separate invoice/voucher for each individual task order with pricing information. This includes items discussed in paragraphs (a) through (p) of the attached instructions. In addition, the invoice/voucher must specify the contract number, and the NRC-assigned task/delivery order number.

Final vouchers/invoices shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

Currency: Invoices/Vouchers must be expressed in U.S. Dollars.

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Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (June 2008).

**INVOICE/VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL
(SAMPLE FORMAT - COVER SHEET)**

1. Official Agency Billing Office

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

2. Invoice/Voucher Information

- a. Payee's DUNS Number or DUNS+4. The Payee shall include the Payee's Data Universal Number (DUNS) or DUNS+4 number that identifies the Payee'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 Payee to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
- b. Payee's Name and Address. Show the name of the Payee as it appears in the contract and its correct address. Where the Payee is authorized to assign the proceeds of this contract in accordance with the clause at FAR 52.232-23, 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).
- c. Contract Number. Insert the NRC contract number (including Enterprise-wide Contract (EWC)), GSA Federal Supply Schedule (FSS), Governmentwide Agency Contract (GWAC) number, or Multiple Agency Contract (MAC) number, as applicable.
- d. Task Order Number. Insert the task/delivery order number (If Applicable). **Do not include more than one task order per invoice or the invoice may be rejected as improper.**
- e. Invoice/Voucher. The appropriate sequential number of the invoice/voucher, beginning with 001 should be designated. Contractors may also include an individual internal accounting number, if desired, in addition to the 3-digit sequential number.
- f. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- g. Billing Period. Insert the beginning and ending dates (day, month, year) of the period during which deliverables were completed and for which payment is requested.
- h. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- i. Work Completed. Provide a general summary description of the services performed or products submitted for the invoice period and specify the section or Contract Line Item Number (CLIN) or SubCLIN in the contract pertaining to the specified contract deliverable(s).
- j. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- k. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- l. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.

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m. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".

n. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.

o. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.

p. Grand Totals.