

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. NRR-13-230		PAGE 1 OF 46	
2. CONTRACT NO. NRC-HQ-13-C-03-0057		3. AWARD/EFFECTIVE DATE 9/25/2013		4. ORDER NO.		5. SOLICITATION NUMBER NRC-HQ-13-R-03-0126	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME NANCY LAMON-KRITIKOS		b. TELEPHONE NO. (No Collect Calls) 301-287-0885		6. SOLICITATION ISSUE DATE	
9. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop: 3WPN 05C64M Washington DC 20555		CODE 3100		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 721110 <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) Y SIZE STANDARD: \$30 Million			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS N/A		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING N/A	
15. DELIVER TO U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop: 3WPN 05C64M Washington DC 20555		CODE 3100		16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Division of Contracts Mail Stop: 3WPN 05C64M Washington DC 20555		CODE 3100	
17a. CONTRACTOR/OFFEROR NORTH BETHESDA HOTEL, L.L.C. BETHESDA NORTH MARRIOTT HOTEL & CONFERENCE CENTER 5701 MARINELLI RD NORTH BETHESDA MD 208522785 TELEPHONE NO.		FACILITY CODE DUNS: 152115049 DUNS+4:		18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission NRC Payments One White Flint North 11555 Rockville Pike, Mailstop O3-E17A Rockville MD 20852-2738 PHONE: Email: NRCPAYMENTS@nrc.gov FAX:		CODE 3100	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>The contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with hotel and conference space in support of the annual Regulatory Information Conference (RIC) for a three year period, inclusive of two option periods, in accordance with the Statement of Work (SOW) and all requirements herein. The first RIC is scheduled to be held on March 11-13, 2014. The second RIC is scheduled to be held on March 10-12, 2015, and the third RIC is scheduled to be held on March 8-10, 2016.</p> <p>The Period of Performance will be three years (inclusive of two one-year option periods).</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>						
25. ACCOUNTING AND APPROPRIATION DATA DUNS: 152115049 NAICS: 721110 PSC: X1AB FAIMIS: 132416 B&R: 51-K-181 JC: J4690 BOC: 252A APPN: 31x0200.320 Obligate: \$50,000.00				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$720,627.42			
<input type="checkbox"/> 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.			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Jenny Esposito</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Monique B. Williams</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Jenny Esposito Sr Sales Manager		30c. DATE SIGNED 9/24/2013		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Monique B. Williams Contracting Officer		31c. DATE SIGNED 9/25/2013	

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

SUNSI REVIEW COMPLETE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADM001

OCT 04 2013

ADM002

Table of Contents

SECTION A	A-1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	A-1
SECTION B - CONTINUATION BLOCK	B-2
B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2011)	B-2
B.2 CONSIDERATION AND OBLIGATION-HYBRID TYPE CONTRACT	B-2
B.3 PRICE/COST SCHEDULE	B-2
B.4 STATEMENT OF WORK	B-6
SECTION C - CONTRACT CLAUSES	C-1
C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2013)C-1 ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS	C-6
C.2 52.216-18 ORDERING (OCT 1995)	C-6
C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)	C-6
C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)	C-7
C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	C-7
C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	C-8
C.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)	C-8
C.8 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)	C-8
C.9 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	C-8
C.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)	C-9
C.11 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY (NOVEMBER 2006)	C-14
C.12 PACKAGING AND MARKING (AUG 2011)	C-16
C.13 BRANDING (AUG 2012)	C-16
C.14 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE IV (AUG 2011)	C-16
C.15 ELECTRONIC PAYMENT (JUN 2013)	C-17
C.16 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS CONVICTED OF DRUG TRAFFICKING OR POSSESSION (AUG 2011)	C-17
C.17 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)	C-17
C.18 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (AUG 2011)	C-18
C.19 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (AUG 2011)	C-18
C.20 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII) (AUG 2011)	C-19
C.21 GREEN PURCHASING (JUN 2011)	C-20
C.22 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS (AUG 2011)	C-20
SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS	D-1

SECTION B - CONTINUATION BLOCK**B.1 BRIEF PROJECT TITLE AND WORK DESCRIPTION (AUG 2011)**

(a) The title of this project is: The U.S. Nuclear Regulatory Commission Regulatory Information Conference (RIC) Facility

(b) Summary work description: The contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with hotel and conference space in support of the annual Regulatory Information Conference (RIC) for a three year period, inclusive of two option periods, in accordance with the Statement of Work (SOW) and all requirements herein. The first RIC is scheduled to be held on March 11-13, 2014. The second RIC is scheduled to be held on March 10-12, 2015, and the third RIC is scheduled to be held on March 8-10, 2016.

B.2 CONSIDERATION AND OBLIGATION--HYBRID TYPE CONTRACT

(a) The estimated total quantity of this contract for the products/services under this contract is \$233,475.42.49, which includes a ceiling of \$101,909.99 for the firm fixed price items (CLINS 1-2) and a ceiling of \$131,565.50 for the indefinite quantity items (CLIN 3).

(b) The minimum guarantee under this contract with respect to the indefinite quantity items (CLIN 3) is \$3,000.

(d) The Contracting Officer will obligate funds on this contract. The obligated amount for this contract is \$50,000. The NRC CO or NRC COR may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above 000. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

B.3 PRICE/COST SCHEDULE**BASE PERIOD: Date of Award - September 30, 2014**

CLIN	CLIN 0001 - BASE PERIOD: MEETING SPACE: 6:00am March 9, 2014 through 5:00pm March 14, 2014	Contractor Description of Services	Quantity	Unit	Fixed Unit Price (Include any applicable discounts)	Service Charge (include any service charges, fees, etc. Note: the NRC is tax exempt)	Day(s)	Total Firm Fixed Price
0001a	Main Conference Room with theatre-style seating for 2,700 attendees	Comfortably seat 2500ppl with stage, Available 6am Sunday - Thursday 11:59pm	1	ROOM	14,000	3,220	5	86,100
0001b	Breakout Rooms with theatre-style seating for 125 people in each room	Meeting rooms available Monday at 6am - Thursday at 5pm	7	ROOM	waived	waived	4	0
0001c	Breakout Rooms with conference-style seating for 10-20 people in each room	Meeting rooms available Monday at 6am - Thursday at 5pm	10	ROOM	waived	waived	4	0
0001d	Staff Offices	Meeting rooms available Sunday at 6am - Friday at 5pm	2	ROOM	waived	waived	6	0
0001e	Speaker Ready Room	Meeting rooms available Monday at 6am - Thursday at 5pm	1	ROOM	waived	waived	4	0
0001f	Cyber Café Space	Meeting rooms available Monday 6am - Thursday at 5pm	1	SPACE	waived	waived	4	0
0001g	Storage Room for NRC Audio-Visual Equipment	Meeting rooms available Sunday 6am - Friday at 5pm	1	ROOM	waived	waived	6	0

0001h	Hospitality Suite near Main Conference Room	Meeting rooms available Monday 6am - Thursday at 5pm	1	ROOM	waived	waived	4	0
0001i	Registration Space	Registration space available Sunday at 6am- Thursday at 5pm	1	SPACE	waived	waived	5	0
0001j	Exhibit/Poster Space	Available Sunday at 6am - Thursday at 5pm	1	SPACE	waived	waived	5	0
	BASE PERIOD: MEETING SPACE SUBTOTAL							\$86,100.00

CLIN	CLIN 0002 - BASE PERIOD: AUDIO-VISUAL EQUIPMENT AND SERVICES	Contractor Description of Services	Quantity	Unit	Fixed Unit Price (Include any applicable discounts)	Service Charge (include any service charges, fees, etc. Note: the NRC is tax exempt)	Day(s)	Total Firm Fixed Price
0002a	Dedicated T1 line, including installation, testing and approval one week prior to the official start date of the conference.		1	EA.	\$650.00	\$149.50	N/A	799.50
0002b	Flat rate for fifty (50) wireless internet connections for Cyber Café from 6:00am March 11, 2014 through 5:00pm March 13, 2014.		1	LOT	\$647.50	\$148.93	3	2,389.29
0002c	Flat rate for unlimited wired and wireless internet access to support the conference program from 6:00am March 9, 2014 through 5:00pm March 13, 2014.		1	LOT	\$505.00	\$111.10	5	3,080.50
0002d	Flat rate for Electrical Package, including electrical cords, cabling, extension cords, power strips, and power from		1	LOT	\$738.00	\$169.74	5	4,538.70

	6:00am March 9, 2014 through 5:00pm March 13, 2014. It is anticipated that at least four (4) 100a/208vac/3ph/GR power drops may be required for the main conference room.							
0002e	Flat rate for miscellaneous meeting room package, including easels with flip charts and markers, blackout drapes, trash and recycling receptacles, chairs, draped or skirted tables and risers, wheelchair ramps, standing and tabletop lectern (lighted), pads of paper with pencils, water service, back drapes, and hanging of one banner. Rooms shall be set from 6:00am March 9, 2014 through 5:00pm March 13, 2014.		1	LOT	\$820.00	\$180.40	5	5,002.00
0002f	Two house phones from 6:00am March 11, 2014 through 5:00pm March 13, 2014.		2	EA.	no charge	no charge	3	0.00
	BASE PERIOD: A/V EQUIPMENT AND SERVICES SUBTOTAL							\$15,809.99
CLIN	CLIN 0003: BASE PERIOD: INDEFINITE QUANTITY ITEMS	Contractor Description of Services	Quantity	Unit	Fixed Unit Price (Include any applicable discounts)	Service Charge (include any service charges, fees, etc. Note: the NRC is tax exempt)	Day(s)	NOT-TO-EXCEED CEILING
0003a	Light Refreshments for Morning Breaks on March 11-12, 2014	Coffee, tea, soft drinks, water and variety of breakfast breads.	1250-1450	PERSON	\$15.10	\$3.47	2	\$53,853.00

0003b	Light Refreshments for Afternoon Breaks on March 11-12, 2014	Coffee, tea, soft drinks, water and assorted snacks or bakery item	1250-1450	PERSON	\$15.10	\$3.47	2	\$53,853.00
0003c	Light Refreshments for Morning Breaks on March 13, 2014	Coffee, tea, soft drinks, water and variety of breakfast breads	650-850	PERSON	\$15.10	\$3.47	1	\$15,784.50
0003d	Rigging Points for Plenary Staging		up to 16	EA.	\$2,500.00	\$575.00	N/A	\$3,075.00
0003e	Shipping and Receiving of Conference Materials/Equipment.	no charge 3 day pre and post meeting	up to 2,000	LB.	no charge	no charge	N/A	\$0.00
0003f	Supplemental Services							\$5,000.00
	BASE PERIOD: INDEFINITE QUANTITY ITEMS, SUBTOTAL							\$131,565.50
	OTHER							
	Contractor certifies any complimentary items or discounts are generally offered to the general public.	Contractor shall provide complimentary internet in guestrooms, complimentary staging (not to exceed hotel inventory), and complimentary onsite self-parking (based on availability).						
	The NRC COR and NRC CO are authorized to place orders for the Indefinite Quantity items in CLIN 3.							
	Additional audio-visual services/equipment beyond what is included herein will be provided through another NRC contract. The							

	contractor shall cooperate with the NRC's vendor for the additional audio-visual services.							
	The NRC is tax exempt.							
	BASE PERIOD TOTAL PRICE							\$233,475.49

OPTION PERIOD #1: October 1, 2014 - September 30, 2015

CLIN	CLIN 1001 - OPTION PERIOD #1: MEETING SPACE: 6:00am March 8, 2015 through 5:00pm March 13, 2015	Quantity	Unit	Fixed Unit Price (Include any applicable discounts)	Service Charge (include any service charges, fees, etc. Note: the NRC is tax exempt)	Day(s)	Total Firm Fixed Price
1001a	Main Conference Room with theatre-style seating for 2,700 attendees	1	ROOM	14,420	3,317	5	88,685
1001b	Breakout Rooms with theatre-style seating for 125 people in each room	7	ROOM	waived	waived	4	0
1001c	Breakout Rooms with conference-style seating for 10-20 people in each room	10	ROOM	waived	waived	4	0
1001d	Staff Offices	2	ROOM	waived	waived	6	0
1001e	Speaker Ready Room	1	ROOM	waived	waived	4	0
1001f	Cyber Café Space	1	SPACE	waived	waived	4	0
1001g	Storage Room for NRC Audio-Visual Equipment	1	ROOM	waived	waived	6	0
1001h	Hospitality Suite near Main Conference Room	1	ROOM	waived	waived	4	0
1001i	Registration Space	1	SPACE	waived	waived	5	0
1001j	Exhibit/Poster Space	1	SPACE	waived	waived	5	0
	OPTION PERIOD #1: MEETING SPACE SUBTOTAL						\$88,685.00

CLIN	CLIN 1002 - OPTION PERIOD #1: AUDIO-VISUAL EQUIPMENT AND SERVICES	Quantity	Unit	Fixed Unit Price (Include any applicable discounts)	Service Charge (include any service charges, fees, etc. Note: the NRC is tax exempt)	Day(s)	Total Firm Fixed Price
1002a	Dedicated T1 line, including installation, testing and approval one week prior to the official start date of the conference.	1	EA.	\$650.00	\$149.50	N/A	799.50
1002b	Flat rate for fifty (50) wireless internet connections for Cyber Café from 6:00am March 10, 2015 through 5:00pm March 12, 2015.	1	LOT	\$647.50	\$148.93	3	2,389.29
1002c	Flat rate for unlimited wired and wireless internet access to support the conference program from 6:00am March 8, 2015 through 5:00pm March 12, 2015.	1	LOT	\$505.00	\$111.10	5	3,080.50
1002d	Flat rate for Electrical Package, including electrical cords, cabling, extension cords, power strips, and power from 6:00am March 8, 2015 through 5:00pm March 12, 2015. It is anticipated that at least four (4) 100a/208vac/3ph/GR power drops may be required for the main conference room.	1	LOT	\$738.00	\$169.74	5	4,538.70
1002e	Flat rate for miscellaneous meeting room package, including easels with flip charts and markers, blackout drapes, trash and recycling receptacles, chairs, draped or skirted tables and risers, wheelchair ramps, standing and tabletop lectern (lighted), pads of paper with pencils, water service, back drapes, and hanging of one banner. Rooms shall be set from 6:00am March 8, 2015 through 5:00pm March 12, 2015.	1	LOT	\$820.00	\$180.40	5	5,002.00
1002f	Two house phones from 6:00am March 10, 2015 through 5:00pm March 12, 2015.	2	EA.	no charge	no charge	3	0.00

	OPTION PERIOD #1: A/V EQUIPMENT AND SERVICES SUBTOTAL						\$15,809.99
CLIN	CLIN 1003: OPTION PERIOD #1: INDEFINITE QUANTITY ITEMS	Quantity	Unit	Fixed Unit Price (Include any applicable discounts)	Service Charge (include any service charges, fees, etc. Note: the NRC is tax exempt)	Day(s)	NOT-TO-EXCEED CEILING
1003a	Light Refreshments for Morning Breaks on March 10-11, 2015	1250-1450	PERSON	\$15.55	\$3.58	2	\$55,477.00
1003b	Light Refreshments for Afternoon Breaks on March 10-11, 2015	1250-1450	PERSON	\$15.55	\$3.58	2	\$55,477.00
1003c	Light Refreshments for Morning Breaks on March 12, 2015	650-850	PERSON	\$15.55	\$3.58	1	\$16,260.50
1003d	Rigging Points for Plenary Staging	up to 16	EA.	\$2,500.00	\$575.00	N/A	\$3,075.00
1003e	Shipping and Receiving of Conference Materials/Equipment.	up to 2,000	LB.	no charge	no charge	N/A	\$0.00
1003f	Supplemental Services						\$5,000.00
	OPTION PERIOD #1: INDEFINITE QUANTITY ITEMS SUBTOTAL						\$135,289.50
	OTHER						
	Contractor certifies any complimentary items or discounts are generally offered to the general public.	Contractor shall provide complimentary internet in guestrooms, complimentary staging (not to exceed hotel inventory), complimentary onsite self-parking (based on availability).					

	The NRC COR and NRC CO are authorized to place orders for the Indefinite Quantity items in CLIN 3.						
	Additional audio-visual services/equipment beyond what is included herein will be provided through another NRC contract. The contractor shall cooperate with the NRC's vendor for the additional audio-visual services.						
	The NRC is tax exempt.						
	OPTION PERIOD #1 TOTAL PRICE						\$239,784.49

OPTION PERIOD #2: October 1, 2015 - September 30, 2016

CLIN	CLIN 2001 - OPTION PERIOD #2: MEETING SPACE: 6:00am March 6, 2016 through 5:00pm March 11, 2016	Quantity	Unit	Fixed Unit Price (Include any applicable discounts)	Service Charge (include any service charges, fees, etc. Note: the NRC is tax exempt)	Day(s)	Total Firm Fixed Price
2001a	Main Conference Room with theatre-style seating for 2,700 attendees	1	ROOM	14,852.60	3,416.19	5	91,345.95
2001b	Breakout Rooms with theatre-style seating for 125 people in each room	7	ROOM	waived	waived	4	0
2001c	Breakout Rooms with conference-style seating for 10-20 people in each room	10	ROOM	waived	waived	4	0
2001d	Staff Offices	2	ROOM	waived	waived	6	0
2001e	Speaker Ready Room	1	ROOM	waived	waived	4	0
2001f	Cyber Café Space	1	SPACE	waived	waived	4	0
2001g	Storage Room for NRC Audio-Visual Equipment	1	ROOM	waived	waived	6	0
2001h	Hospitality Suite near Main Conference Room	1	ROOM	waived	waived	4	0
2001i	Registration Space	1	SPACE	waived	waived	5	0
2001j	Exhibit/Poster Space	1	SPACE	waived	waived	5	0

	OPTION PERIOD #2: MEETING SPACE SUBTOTAL						\$91,346.95
CLIN	CLIN 2002 - OPTION PERIOD #2: AUDIO-VISUAL EQUIPMENT AND SERVICES	Quantity	Unit	Fixed Unit Price (Include any applicable discounts)	Service Charge (include any service charges, fees, etc. Note: the NRC is tax exempt)	Day(s)	Total Firm Fixed Price
2002a	Dedicated T1 line, including installation, testing and approval one week prior to the official start date of the conference.	1	EA.	\$650.00	\$149.50	N/A	799.50
2002b	Flat rate for fifty (50) wireless internet connections for Cyber Café from 6:00am March 8, 2016 through 5:00pm March 10, 2016.	1	LOT	\$647.50	\$148.93	3	2,389.29
2002c	Flat rate for unlimited wired and wireless internet access to support the conference program from 6:00am March 6, 2016 through 5:00pm March 10, 2016.	1	LOT	\$505.00	\$111.10	5	3,080.50
2002d	Flat rate for Electrical Package, including electrical cords, cabling, extension cords, power strips, and power from 6:00am March 6, 2016 through 5:00pm March 10, 2016. It is anticipated that at least four (4) 100a/208vac/3ph/GR power drops may be required for the main conference room.	1	LOT	\$738.00	\$169.74	5	4,538.70
2002e	Flat rate for miscellaneous meeting room package, including easels with flip charts and markers, blackout drapes, trash and recycling receptacles, chairs, draped or skirted tables and risers, wheelchair ramps, standing and tabletop lectern (lighted), pads of paper with pencils, water service, back drapes, and hanging of one banner. Rooms shall be set from 6:00am March 6, 2016 through 5:00pm March 10, 2016.	1	LOT	\$820.00	\$180.40	5	5,002.00

2002f	Two house phones from 6:00am March 8, 2016 through 5:00pm March 10, 2016.	2	EA.	no charge	no charge	3	0.00
	OPTION PERIOD #2: A/V EQUIPMENT AND SERVICES SUBTOTAL						\$15,809.99
CLIN	CLIN 2003: OPTION PERIOD #2: INDEFINITE QUANTITY ITEMS	Quantity	Unit	Fixed Unit Price (Include any applicable discounts)	Service Charge (include any service charges, fees, etc. Note: the NRC is tax exempt)	Day(s)	NOT-TO-EXCEED CEILING
2003a	Light Refreshments for Morning Breaks on March 8-9, 2016	1250-1450	PERSON	\$16.02	\$3.85	2	\$57,623.00
2003b	Light Refreshments for Afternoon Breaks on March 8-9, 2016	1250-1450	PERSON	\$16.02	\$3.85	2	\$57,623.00
2003c	Light Refreshments for Morning Breaks on March 10, 2016	650-850	PERSON	\$16.02	\$3.85	1	\$16,889.50
2003d	Rigging Points for Plenary Staging	up to 16	EA.	\$2,500.00	\$575.00	N/A	\$3,075.00
2003e	Shipping and Receiving of Conference Materials/Equipment.	up to 2,000	LB.	no charge	no charge	N/A	\$0.00
2003f	Supplemental Services						\$5,000.00
	OPTION PERIOD #2: INDEFINITE QUANTITY ITEMS SUBTOTAL						\$140,210.50
	OTHER						
	Contractor certifies any complimentary items or discounts are generally offered to the general public.	Contractor shall provide complimentary internet in guestrooms, complimentary staging (not to exceed hotel inventory), complimentary onsite self-parking (based on					

		availability).					
	The NRC COR and NRC CO are authorized to place orders for the Indefinite Quantity items in CLIN 3.						
	Additional audio-visual services/equipment beyond what is included herein will be provided through another NRC contract. The contractor shall cooperate with the NRC's vendor for the additional audio-visual services.						
	The NRC is tax exempt.						
	OPTION PERIOD #2 TOTAL PRICE						\$247,367.44
	GRAND TOTAL PRICE (with all options exercised)						\$720,627.42

B.4 STATEMENT OF WORK

NAME OF EVENT

Regulatory Information Conference (RIC)

BACKGROUND

The U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation (NRR) and Office of Nuclear Regulatory Research host an annual 3-day Regulatory Information Conference (RIC). The objective of the RIC is to provide a communication forum for the NRC and industry with regards to current and future nuclear initiatives and reactor issues.

The RIC continues to draw nearly 3,000 participants. With continued interest in energy sources, and renewed focus on safety and security of regulation in the nuclear arena, attendance at the RIC is expected to be well attended. The majority of RIC attendees are associated with the nuclear power industry, including manufacturers, architect/engineering firms, senior NRC officials, corporation presidents, chief executive officers and government executives, as well as head regulators and representatives of foreign countries and the general public.

OBJECTIVE

The objective of this contract is to procure conference space, light refreshments, and audio visual equipment, as well as set aside sleeping rooms for the RIC. The conference dates for this contract are March 11-13, 2014 (base year), March 10-12, 2015 (option year 1), and March 8-10, 2016 (option year 2).

ANTICIPATED ATTENDANCE

2,700+ people on a flow basis

LOCATION

The Contractor's facility shall be no more than a .5 mile walk from a Metrorail Station on the red line between the Shady Grove Metro Station and the Metro Center Metro Station.

The venue shall be within a .5 mile walk of a sufficient variety of restaurants that can collectively accommodate lunch for conference attendees (estimated 2,700 people per day).

OFFICIAL MEETING DATES

<u>Conference Dates</u>	<u>Shoulder Move In Date</u>	<u>Shoulder Move Out Date</u>
March 11– 13, 2014	March 9, 2014	March 14, 2014
March 10- 12, 2015	March 8, 2015	March 13, 2015
March 8 – 10, 2016	March 6, 2016	March 11, 2016

All required meeting space shall be available for set-up at 6:00 a.m. on the shoulder move-in date, and all meeting space shall be available until 5:00 p.m. on the shoulder move-out date.

MEETING ROOMS

The venue shall provide meeting space large enough for accommodating the required staging and for seating a minimum of 2,500 attendees theatre style at one time in a dedicated general session room. The venue shall also provide at least seven (7) additional breakout rooms able to hold a minimum of 125 people each theatre style as well

as provide a minimum of ten (10) other meeting rooms for up to 10-20 people conference style for private meetings. Further, the Contractor shall provide two staff offices, one speaker ready room, one Cyber Café space, one storage room for audio visual (A/V) equipment, and one hospitality suite preferably located near the main meeting rooms.

The contractor shall also provide registration space as well as sufficient exhibit/poster space for technical poster and tabletop presentations. The Contractor should anticipate poster space for at least ten (10) double-sided 6'x4' poster boards with schoolroom tables and chairs in front of each poster as standard. Additionally, the Contractor should anticipate exhibit space to accommodate up to ten (10) tabletop presentations set with one (1) to two (2) 6' skirted tables, 2 chairs, and enough easels as appropriate. The Contractor will not be responsible for obtaining poster boards for the technical poster presentations.

GUEST ROOM COMMITMENT

The hotel agrees that it will set aside a minimum of 775 room nights for RIC conference attendees (both Federal Government and non-Government attendees) who will individually reserve and pay for their rooms. These room nights will be set aside in the pattern set forth below:

Date	Day	Standard	Total Rooms
Day 1	Sunday	15	15
Day 2	Monday	250	250
Day 3	Tuesday	250	250
Day 4	Wednesday	250	250
Day 5	Thursday	10	10

In addition, the contractor shall provide room nights at the Bethesda Marriott, 5151 Pooks Hill Road, Bethesda MD 20814 in the pattern set forth below:

Date	Day	Standard	Total Rooms
Day 2	Monday	50	50
Day 3	Tuesday	50	50
Day 4	Wednesday	50	50

Each year, the NRC shall review its usage of room nights from the prior year's RIC and shall identify to the Contractor the number of guest rooms to be set aside for the upcoming year. For proposal purposes, the Contractor should assume a minimum of 775 room nights for each year of this contract.

ROOM ATTRITION

The Contractor agrees to waive room attrition costs for the NRC.

GROUP ROOM RATES

Offered rooms for all Federal Government employees attending the RIC shall be at or below the Federal Per Diem lodging rate(s) in effect on the date(s) of the conference. The Contractor may request Government-issued identification card as proof of federal employment. The Government is exempt from Federal and State tax.

Offered rooms for non-federal conference attendees shall be at a group rate established by the Contractor. However, the Contractor shall provide Federal Government employees with the best rate for offered rooms.

Any fees associated with guest room cancellation or no-shows are the responsibility of, and will be incurred by, the individual, not the NRC.

Attendees will be required to make their reservations on an individual basis and are individually responsible for paying for their rooms. Confirmed reservations may be secured, and all charges paid, by the attendee. The Government will not pay for any sleeping rooms under this contract.

There are no guarantees relative to the room block and actual reservations made. Reservations below the estimated number of room blocks shall bear no penalty or cost to the Government.

CUT-OFF DATE

The Contractor shall establish the calendar date for reservation cut-off for each year. The cut-off date should be no more than three (3) weeks prior to the official start date of the RIC. At this time, the Contractor shall review the reservation pick up for the RIC, release the unreserved rooms for general sale, and determine whether or not it can accept reservations based on a space and rate available basis.

METHOD OF RESERVATIONS

Reservations for the RIC will be made by individual attendees directly with the Contractor. The Contractor, in coordination with the NRC COR, will set aside forty (40) rooms from within the block, as described above in Guest Room Commitment, to be managed and submitted via rooming list. These rooms will be reserved by the NRC COR but will be secured and paid for by individual attendees.

The Contractor shall identify the phone number and online reservation system web address for making reservations for the RIC. It shall also identify the Government and non-Government "code(s)" to be used by individuals to obtain the conference (RIC) rate(s) when they phone or make reservations online to procure sleeping room(s). The Contractor shall provide the group rates two (2) days prior to the conference dates.

CHECK-IN AND CHECK-OUT

The Contractor shall specify the times for check-in and check-out. The Contractor shall do everything possible to accommodate early check-ins, especially for attendees on the rooming list.

WALK POLICY

Under the terms of this contract, the contractor shall make its best effort to honor all reservations it guarantees for RIC conference attendees, of which, shall not exceed the federal government maximum lodging rate for Government employees. In the event attendees, with a guaranteed reservation made more than one week prior to conference, cannot be accommodated at the agreed upon rate, the hotel shall provide the following:

- Accommodations at a comparable hotel located as close as reasonably possible from the contracted hotel.
- Any difference in rates between the contracted hotel and the alternate hotel shall be borne by the contracted hotel.
- Complimentary round trip ground transportation between hotel and the alternate hotel for each day the guest is displaced.
- Endeavor to provide the Commission attendee and guests holding confirmations with rooms in the hotel the following day.

EARLY DEPARTURE FEE

Federal Government attendees shall not be subject to an early departure fee. The Contractor shall include their policy on early departure on reservation reply cards or forms to alert non-Government attendees in advance. The

Contractor shall guarantee that front desk will provide this reminder again both verbally and in writing to all RIC attendees upon check-in.

DEDICATED MEETING SPACE REQUIREMENTS

The Contractor shall provide meeting space in accordance with the dates shown for each calendar year under section "OFFICIAL MEETING DATES." It should be noted the NRC always holds its meeting during the 2nd week of March.

All rooms shall be on-site at Contractor's main location and in close proximity to each other. The rooms shall have individual temperature and ventilation controls, adequate lighting, and minimal A/V distractions.

To the greatest extent possible, all meeting rooms and spaces identified in the Meeting Rooms section shall be on the same facility level or adjacent floors.

The Contractor's facility shall have "physically challenged" accessible accommodations for facility entrances, parking areas, guest rooms, conference/meeting rooms, registration area, and dining facilities. The facility shall in be accordance with the Americans with Disabilities Act of 1990.

The Contractor shall set the rooms (attendee chairs, head tables, staging, A/V tech tables, etc.) at least ninety (90) minutes prior to the start of each meeting session.

Each room shall be "refreshed" and "reset," as required during each break in the meeting schedule.

ALL SPACE HOLD

The Contractor will reserve on a 24-hour hold the meeting rooms and spaces identified in the Meeting Rooms section for A/V move-in and set-up two (2) days prior to the official start date of each RIC. The meeting room availability will begin at 6:00 a.m. on the shoulder move-in date and end at 5:00 p.m. on the day following the conclusion of conference program for move-out (generally Friday). This is generally a Saturday through Friday time period.

<u>Conference Dates</u>	<u>Shoulder Move-in Dates</u>	<u>Shoulder Move-out Dates</u>
March 11– 13, 2014	March 9, 2014	March 14, 2014
March 10- 12, 2015	March 8, 2015	March 13, 2015
March 8 – 10, 2016	March 6, 2016	March 11, 2016

LIFE SAFETY

The Contractor shall provide a facility which is in full compliance with all applicable municipal, local, State and Federal safety and fire codes and requirements, including the Hotel and Motel Fire Safety Act of 1990.

DEPOSIT WAIVER

The Contractor agrees to waive any advance deposit requirement for the NRC.

LIGHT REFRESHMENTS

The contractor shall provide morning and afternoon light refreshments as part of the rental agreement for the meeting space as follows:

- Days 1 and 2: Morning and Afternoon breaks (Time TBD)
- Day 3: Morning break only (Time TBD)

Morning light refreshments shall include: coffee, tea, soft drinks, water, variety of breakfast breads. Afternoon light refreshments shall include: coffee, tea, water, soft drinks and assorted snacks or bakery items. The Contractor's catering staff shall work with the NRC COR in determining the fare during the RIC.

The estimated head count for breaks is as follows:

Tuesday	Wednesday	Thursday
1250-1450	1250-1450	650-850

The NRC COR will confirm the final head count with the Contractor no later than 10 days prior to the start of each year's RIC.

AUDIO/VISUAL

The NRC requires a secure, dedicated T1 line to broadcast its plenary sessions from the conference facility to One White Flint North located in Rockville, MD for dissemination to the NRC's Regional Offices and Satellite Offices. It is required that the dedicated T1 line be in place, tested and approved for operation at least one week prior to the official start date of the conference.

The Contractor shall provide estimated costs for rigging associated with plenary session staging. It is estimated that between 14 and 16 rigging points will be required. The NRC COR will confirm the final number of rigging points with the contractor. The Contractor will be required to provide ample staging equipment (risers, side and back railing, and steps, or accessible ramps) for all plenary and breakout sessions.

Additional audio-visual services/equipment beyond what is included herein will be provided through another NRC contract. The Contractor shall cooperate with the NRC's vendor for the additional audio-visual services/equipment. The NRC understands that the Contractor reserves the right to refuse vendors access/use of hotel infrastructure based on risk of damage due to equipment compatibility issues (ie House Sound).

PRESENTATION DISTRIBUTION NETWORK

The NRC requires the Contractor to have an existing infrastructure in place for distribution of presentations via Ethernet network from one central location to all meeting rooms. The Contractor shall coordinate this effort with the NRC and their designated contractors and vendors, as required.

CYBER CAFÉ

Set-up: The Contractor shall provide a space to be used as an internet café during the conference. The space to be designated will be decided by mutual agreement of the parties. The Contractor shall provide an area that will accommodate up to ten (10) workstations. The workstations shall have five (5) desk-height tables and chairs, and (5) sets of bistro tables and barstools. The area shall also have scattered soft furniture available for seating.

Internet Connections: The Contractor shall provide a minimum of fifty (50) open wireless internet connections to be utilized specifically in the designated internet café area.

The Cyber Café shall be available from 6:00 am on Tuesday through 5:00 pm on Thursday.

INTERNET PACKAGE

The Contractor shall provide a flat rate for unlimited wired and wireless internet access to support the conference program for the duration of the conference, including the shoulder move-in dates (6:00am Sunday – 5:00pm Thursday). Key areas that will require internet access include but are not limited to: general session and breakout

rooms, registration, internet café, staff offices, print center, speaker ready room and/or other rooms as determined by the NRC in coordination with authorized contractors and vendors.

ELECTRICAL PACKAGE

The Contractor shall provide sufficient electrical cords, cabling, extension cords and power strips necessary to support the conference program for the duration of the conference, including shoulder move-in dates (6:00am Sunday – 5:00am Thursday).. For planning purposes, it is anticipated that at least four (4) 100a/208vac/3ph/GR power drops may be required for the general plenary sessions. The contract shall provide a one-time flat fee cost for the electrical package.

SUPPLEMENTAL SERVICES

During the course of the conference the NRC COR may identify to the facility coordinator particular A/V equipment, rental equipment and incidental items which NRC may wish to procure from the facility. These items would be necessary to the successful operation of the conference. This contract would authorize the NRC to incur incidental expenses with the facility not to exceed \$5,000. The facility would procure these supplemental services, if any, only at the specific direction of the NRC COR.

MISCELLANEOUS MEETING ROOM PACKAGE

During meeting sessions, the Contractor shall provide pads, pencils and water service in all meetings rooms. For each meeting session, Contractor shall provide easels with flip charts and markers, blackout drapes, trash and recycling receptacles, chairs, draped or skirted tables and risers, wheelchair ramps, standing and tabletop lecterns (lighted), and Contractor shall move facility furniture (sofas, tables, chairs, lamps) to accommodate setup requirements.

Contractor shall provide back drapes for plenary sessions and an additional 100 feet of back drape at locations to be determined. Contractor shall hang NRC banner in or in close proximity to the plenary session.

Rooms shall be set for the duration of the conference, including the shoulder move-in dates (6:00am Sunday through 5:00pm Thursday).

HOUSE PHONES

The Contractor shall provide two (2) house phones for NRC use throughout the duration of the conference (from 6:00am Tuesday through 5:00pm Thursday).

SHIPPING AND RECEIVING

It is estimated that the NRC will have between 1,500 and 2,000 lbs of conference materials/equipment shipped to the conference facility. The NRC COR will coordinate all shipping and receiving with the contractor.

CONSTRUCTION AND REMODELING

The Contractor agrees to give reasonable and adequate notification to the NRC of any construction or remodeling to be performed in the facility which might interfere with the NRC's RIC program or the agreed upon housing of persons attending. In such an event, the Contractor must provide equal alternate space with the facility for satisfactory conduct of the NRC's program or housing of persons attending. And, upon request of the NRC, shall suspend or minimize construction or remodeling, if necessary, in order to maintain a proper meeting environment. Additionally, authorized construction areas must be contained in visually appealing manner as not to detract from conference atmosphere or themes.

EVENT REPORTING

The Contractor shall provide a full report of the event to the NRC COR within thirty (30) business days following the conclusion of the conference. Included in this report should be the following: room pick-ups, cancellations and no-show factors, number of sleeping rooms used in each category (singles, doubles, suites, etc.), utilization of guest room services, coffee shops, bars, and any other in-house vendor. In addition to the final report, the Contractor shall provide final room pick up reports to the NRC COR within ten (10) business days following the conclusion of the conference.

SERVICE GUARANTEE

The Contractor, to the best of its ability, shall provide the following service standard agreement: all function room set-ups including tables, chairs, easels, linens, A/V, etc. will be completed at least ninety (90) minutes prior to the published function start time. China, glass and flatware will be set and wait staff in place thirty (30) minutes prior to the start of each function. The NRC agrees to make reasonable concessions in this schedule to allow for shorter room turnovers resulting from the NRC's program, or outside group functions.

CONFLICTING BOOKING

The Contractor shall understand that booking another event during the same or overlapping period of time may threaten the objectives of the RIC. Therefore, the NRC will provide the Contractor enough information to clearly understand the needs and objectives of the RIC. The Contractor shall be responsible for communicating to the NRC the existence of any conflicting bookings that may occur. In the event that the Contractor books an event which is in direct or indirect conflict with the activities, products, or objectives of the RIC, the NRC has the right to terminate this contract agreement without liability.

QUIET ENJOYMENT

The Contractor shall be responsible for ensuring that the NRC's use of all function space is free from outside distractions, disturbances and interruptions. Contractor shall ensure that any events in nearby meeting spaces do not detract from RIC functions. Should NRC's events be disturbed despite these efforts, upon notice from the NRC, the Contractor shall respond immediately to cause such disturbance to cease.

RATING

To meet the needs of the RIC, the facility's rating shall be at least equivalent to AAA three (3) diamonds. The Contractor shall guarantee all rooms to be of intermediate or superior grade based on its internal ratings standards which are shared with NRC. If at any time during the contract period the rating falls below AAA three (3) diamonds, NRC may, without penalty, terminate the contract.

AMENDING CONTRACT

This contract may be amended, in writing, by mutual consent of the parties.

SECTION C - CONTRACT CLAUSES**C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2013)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance 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. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable 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.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) 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.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.-

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) 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 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 which reasonably could have been avoided.

(m) 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.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) 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.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58,

Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will

be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

(u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

C.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from Date of Award through September 30, 2014.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

C.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$233,475.49;

(2) Any order for a combination of items in excess of \$720,627.42; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

C.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 6 months.

C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years and six (6) months.

C.7 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond \$50,000. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \$50,000, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C.8 52.232-99 PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMB Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

C.9 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):

<https://www.acquisition.gov/far/>

52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS	JUN 2013
1030	NRC ACQUISITION REGULATION (NRCAR) PROVISIONS AND CLAUSES	AUG 2011

(End of Addendum to 52.212-4)

C.10 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(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 (APR 2010)(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 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

☒ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).

☐ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

☐ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

☒ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (11) [Reserved]

☐ (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

☐ (ii) Alternate I (NOV 2011).

☐ (iii) Alternate II (NOV 2011).

☐ (13)(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.

☒ (14) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (15)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (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.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

☐ (17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

☐ (18) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (19)(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.

☒ (20) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (21) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

☒ (23) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2012) (15 U.S.C. 632(a)(2)).

☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

☒ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (27) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (MAR 2012) (E.O. 13126).

☒ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (34) 52.222-54, Employment Eligibility Verification (JUL 2012). (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.)

☐ (35)(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.)

☐ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (37)(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.

☒ (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

☐ (39) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (40)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

☐ (ii) Alternate I (MAR 2012) of 52.225-3.

☐ (iii) Alternate II (MAR 2012) of 52.225-3.

☐ (iv) Alternate III (NOV 2012) of 52.225-3.

☒ (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (42) 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).

☐ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (45) 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)).

☐ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (47) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (48) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (49) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (51)(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.).

☐ (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) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

☒ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (9) 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 (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(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 (JUL 2012)

(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.

C.11 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY (NOVEMBER 2006)

(a) The contracting officer's authorized representative (hereinafter referred to as the Contracting Officer's Representative or COR) for this contract is:

Name: Lorna Kipfer

Address: U.S. Nuclear Regulatory Commission
Mail Stop: OWFN 13 F15
Washington DC, 20005
Lorna.Kipfer@nrc.gov

Telephone Number: 301-415-4065

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233-1 -Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination.

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

(7) For contracts for the design, development, maintenance or operation of Privacy Act Systems of Records, obtain from the contractor as part of closeout procedures, written certification that the contractor has returned to NRC, transferred to the successor contractor, or destroyed at the end of the contract in accordance with instructions provided by the NRC Systems Manager for Privacy Act Systems of Records, all records (electronic or paper) which were created, compiled, obtained or maintained under the contract.

C.12 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: N/A

C.13 BRANDING (AUG 2012)

The Contractor is required to include the statement below in any publications, presentations, articles, products, or materials funded under this contract/order, to the extent practical, in order to provide NRC with recognition for its involvement in and contribution to the project. If the work performed is funded entirely with NRC funds, then the contractor must acknowledge that information in its documentation/presentation.

Work Supported by the U.S. Nuclear Regulatory Commission (NRC), Office of Nuclear Reactor Regulation, under Contract/order number NRC-HQ-13-C-03-0057.

C.14 PERIOD OF PERFORMANCE (AUG 2011) ALTERNATE IV (AUG 2011)

The ordering period for this contract shall commence on Date of Award and will expire on September 30, 2014. Any orders issued during this period shall be completed within the time specified in the order, unless otherwise specified herein. (See 52.216-18 - Ordering.) The term of this contract may be extended at the option of the Government for an additional 2 years.

Base Period: Date of Award – September 30, 2014

Option Period 1: October 1, 2014 – September 30, 2015

Option Period 2: October 1, 2015 – September 30, 2016

C.15 ELECTRONIC PAYMENT (JUN 2013)

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@nrc.gov. If the contractor submits a hard copy of the invoice, it shall be submitted to the following address:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
Mailstop O3-E17A
11555 Rockville Pike
Rockville, MD 20852-2738

C.16 DENIAL OF FEDERAL BENEFITS TO INDIVIDUALS CONVICTED OF DRUG TRAFFICKING OR POSSESSION (AUG 2011)

In the event that an award is made to an individual, Section 5301 of the Anti-Drug Abuse Act of 1988 (P.L. 100-690), codified at 21 U.S.C. 862, authorizes denial of Federal benefits such as grants, contracts, purchase orders, financial aid, and business and professional licenses to individuals convicted of drug trafficking or possession.

C.17 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS (AUG 2011)

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR Subpart 42.15, "Contractor Performance Information," normally at or near the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared annually (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Contracting Officer's Representative's (COR) annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor.

The contractor will be permitted thirty days to review the document and submit comments, rebutting statements, or additional information.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "Source Selection Information", to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502 and 42.1503. During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.

C.18 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.

C.19 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.

C.20 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII) (AUG 2011)

In accordance with the Office of Management and Budget's guidance to Federal agencies and the Nuclear Regulatory Commission's (NRC) implementing policy and procedures, a contractor (including subcontractors and contractor employees), who performs work on behalf of the NRC, is responsible for protecting, from unauthorized access or disclosure, personally identifiable information (PII) that may be provided, developed, maintained, collected, used, or disseminated, whether in paper, electronic, or other format, during performance of this contract.

A contractor who has access to NRC owned or controlled PII, whether provided to the contractor by the NRC or developed, maintained, collected, used, or disseminated by the contractor during the course of contract performance, must comply with the following requirements:

(1) General. In addition to implementing the specific requirements set forth in this clause, the contractor must adhere to all other applicable NRC guidance, policy and requirements for the handling and protection of NRC owned or controlled PII. The contractor is responsible for making sure that it has an adequate understanding of such guidance, policy and requirements.

(2) Use, Ownership, and Nondisclosure. A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.

(3) Security Plan. When applicable, and unless waived in writing by the NRC Contracting Officer, the contractor must work with the NRC to develop and implement a security plan setting forth adequate procedures for the protection of NRC owned or controlled PII as well as the procedures which the contractor must follow for notifying the NRC in the event of any security breach. The plan will be incorporated into the contract and must be implemented and followed by the contractor once it has been approved by the NRC Contracting Officer. If the contract does not include a security plan at the time of contract award, a plan must be submitted for the approval of the NRC Contracting Officer within 30 days after contract award.

(4) Breach Notification. The contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR) upon discovery of any suspected or confirmed breach in the security of NRC owned or controlled PII.

(5) Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Contracting Officer's Representative (COR). After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will

indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.

(6) Audits. The NRC may audit the contractor's compliance with the requirements of this clause, including through the use of online compliance software.

(7) Flow-down. The prime contractor will flow this clause down to subcontractors that would be covered by any portion of this clause, as if they were the prime contractor.

(8) Remedies:

(a) The contractor is responsible for implementing and maintaining adequate security controls to prevent the loss of control or unauthorized disclosure of NRC owned or controlled PII in its possession. Furthermore, the contractor is responsible for reporting any known or suspected loss of control or unauthorized access to PII to the NRC in accordance with the provisions set forth in Article 4 above.

(b) Should the contractor fail to meet its responsibilities under this clause, the NRC reserves the right to take appropriate steps to mitigate the contractor's violation of this clause. This may include, at the sole discretion of the NRC, termination of the subject contract.

(9) Indemnification. Notwithstanding any other remedies available to the NRC, the contractor will indemnify the NRC against all liability (including costs and fees) for any damages arising out of violations of this clause.

C.21 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.

C.22 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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Attachment 1: Billing Instructions for Fixed Price Type Contracts (MAY 2013)

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the System for Award Management (SAM) database and for any liability resulting from the Government's reliance on inaccurate or incomplete SAM 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. Nuclear Regulatory Commission, via email to: NRCPayments@nrc.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:

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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.

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

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.

Supersession: These instructions supersede previous Billing Instructions for Fixed-Price Type Contracts (July 2011).

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

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

1. Official Agency Billing Office

NRC Payments
U.S. Nuclear Regulatory Commission
One White Flint North
11555 Rockville Pike
Mailstop O3-E17A
Rockville, MD 20852-2738

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. Taxpayer Identification Number. The Payee shall include the Payee's taxpayer identification number (TIN) used by the Internal Revenue Service (IRS) in the administration of tax laws. (See IRS Web site:
[http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-\(EINs\)\)](http://www.irs.gov/Businesses/Small-Businesses-&-Self-Employed/Employer-ID-Numbers-(EINs)))).

c. 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 System for Award Management (SAM) database at <http://sam.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation (FAR) 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

d. 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.

e. 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.**

**BILLING INSTRUCTIONS FOR
FIXED-PRICE TYPE CONTRACTS (MAY 2013)**

- f. 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.
- g. Date of Invoice/Voucher. Insert the date the invoice/voucher is prepared.
- h. 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.
- i. Description of Deliverables. Provide a brief description of supplies or services, quantity, unit price, and total price.
- j. 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).
- k. Shipping. Insert weight and zone of shipment, if shipped by parcel post.
- l. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
- m. Instructions. Include instructions to consignee to notify the Contracting Officer of receipt of shipment.
- n. For Indefinite Delivery contracts, the final invoice/voucher shall be marked "FINAL INVOICE" or "FINAL VOUCHER".
- o. Total Amount Billed. Insert columns for total amounts for the current and cumulative periods.
- p. Adjustments. Insert columns for any adjustments, including outstanding suspensions for deficient or defective products or nonconforming services, for the current and cumulative periods.
- q. Grand Totals.