

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 03/31/2015		2. CONTRACT NO. (If any) NRC-HQ-12-A-10-0016		6. SHIP TO: a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission-	
3. ORDER NO. NRC-HQ-7A-15-O-0001		4. REQUISITION/REFERENCE NO. OI-15-0003		b. STREET ADDRESS Mail Processing Center 4930 Boiling Brook Parkway	
5. ISSUING OFFICE (Address correspondence to) U.S. NRC - HQ Acquisition Management Division Mail Stop: TWFN-5E03 ATTN: La'toya Cooper Washington DC 20555-0001				c. CITY Rockville	
				d. STATE MD	e. ZIP CODE 20852
7. TO: a. NAME OF CONTRACTOR LODGING OPPORTUNITIES CORP				f. SHIP VIA	
b. COMPANY NAME				8. TYPE OF ORDER	
c. STREET ADDRESS Residence Inn Marriott 7335 WISCONSIN AVE				<input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY REFERENCE YOUR:  Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY BETHESDA		e. STATE MD	f. ZIP CODE 208143201		
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Office of Investigations	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					12. F.O.B. POINT
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	The contractor shall provide meeting space and audio-visual services in accordance with the attached Statement of Work for the Office of Investigations 2015 All Hands Conference held at the Residence Inn Bethesda Downtown, located at 7335 Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME U.S. Nuclear Regulatory Commission				\$7,436.12		
b. STREET ADDRESS (or P.O. Box) One White Flint North 11555 Rockville Pike Mailstop O3-E17A				\$7,436.12		17(i) GRAND TOTAL
c. CITY Rockville		d. STATE MD	e. ZIP CODE 20852-2738			

22. UNITED STATES OF AMERICA BY (Signature) 			23. NAME (Typed) LATOYA D. COOPER TITLE: CONTRACTING/ORDERING OFFICER			
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**ORDER FOR SUPPLIES OR SERVICES  
SCHEDULE - CONTINUATION**

PAGE NO

2

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

DATE OF ORDER


CONTRACT NO.

03/31/2015

NRC-HQ-12-A-10-0016

ORDER NO.

NRC-HQ-7A-15-O-0001

ITEM NO.	SUPPLIES/SERVICES	QUANTITY ORDERED	UNIT	UNIT PRICE	AMOUNT	QUANTITY ACCEPTED
(a)	(b)	(c)	(d)	(e)	(f)	(g)
00001	<p>Wisconsin Avenue, Bethesda, Maryland 20814 from April 21, 2015 through April 24, 2015.</p> <p>Accounting Info: 2015-X0200-FEEBASED-7A-7AD001-11-5-104-1103-252T Period of Performance: 04/21/2015 to 04/24/2015</p> <p>Meeting Space and Audio-Visual Services</p> <p>Please indicate your acceptance of this order by having an official who is authorized to bind your organization, execute this document in the space provided below.</p> <p>ACCEPTED: Signature:  Name: <u>David Kelly</u> Title: <u>Series Manager</u> Date: <u>3/31/15</u></p> <p>The obligated amount of award: \$7,436.12. The total for this award is shown in box 17 (i).</p>	1	EA	7,436.12	7,436.12	
TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))					\$7,436.12	

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**SECTION B - Supplies or Services/Prices**

**B.1 NRCB080 CONSIDERATION AND OBLIGATION-BPA CALL ORDER**

- (a) The ceiling of this order for services is \$7,436.12.
- (b) The amount obligated for this order is \$7,436.12.

(End of Clause)

**SECTION C - Description/Specifications**

**C.1 PRICE/COST SCHEDULE**

**Meeting Room/ Miscellaneous**

CLIN	Quantity	Item	Days	Unit	Unit Price	Total Price
0001	█	Montgomery I & II - Meeting Room Rental 40 people, U-Shape setup 4/21/2015 – 4/22/2015	█	EA	█	█
0002	█	Calvert I & II - Meeting Room Rental 30 people, U-Shape setup 4/23/2015	█	EA	█	█
0003	█	Calvert I & II Half Day - Meeting Room Rental 30 people, U-Shape setup 4/23/2015 – 8:00am – 12pm	█	EA	█	█

*Meeting Room/Miscellaneous Subtotal: \$5,493.32*

**Audio-Visual Equipment**

CLIN	Quantity	Item	Days	Unit	Unit Price	Total Price
1001	█	Projector Screen	█	EA	█	█
1002	█	LCD Cable Package (Includes Screen, Projector, House Sound /1 microphone & all cables, connectors, and power to support venue-provided equipment)	█	EA	█	█

*Audio-Visual Subtotal: \$1,625.04*

**Labor**

CLIN	Quantity	Item	Days	Unit	Rate	Total Price
2001	█	Audiovisual Technician	█	HR	█	█

*Labor Subtotal: \$317.76*

*Grand Total: \$7,436.12*

## **C.2 STATEMENT OF WORK**

### **OFFICE OF INVESTIGATIONS (OI) 2015 ALL HANDS CONFERENCE**

The Office of Investigations (OI) requires meeting space starting on Tuesday, April 21 thru Friday, April 24, 2015. The number of attendees for the first two days will be approximately 40 and the remaining two days will be approximately 30 attendees.

#### **NRC REQUIREMENTS:**

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

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

#### **Meeting Dates and Times:**

- Tuesday: April 21, 2015 > 8:00 a.m. - 5:00 p.m.
- Wednesday: April 22, 2015 > 8:00 a.m. - 5:00 p.m.
- Thursday: April 23, 2015 > 8:00 a.m. - 5:00 p.m.
- Friday: April 24, 2015 > 8:00 a.m. - 12:00 p.m.

#### **Type of Meeting Rooms**

- One (1) Main Conference Room (for 30-40 occupant seating) as follows:

April 21, 2015 > 8:00 a.m. - 5:00 p.m.

April 22, 2015 > 8:00 a.m. - 5:00 p.m.

April 23, 2015 > 8:00 a.m. - 5:00 p.m.

April 24, 2015 > 8:00 a.m. - 12:00 p.m.

#### **Set-up for Meeting Rooms (for dates and times noted above):**

- Main Conference Room (for 30-40 occupant seating)
  - Arrange in "U-shape"

#### **Equipment Requirements:**

The NRC will utilize its own laptop computers:

- **April 21 – April 24, 2015**
  - Main Conference Room
    - One (1) Projection Screen
    - One (1) LCD Support Package (cabling, power cords, etc.)
    - A/V Service Technician labor to set-up, take down and trouble shoot all equipment throughout the meeting – April 21, 2015 – April 23, 2015

#### **Lodging:**

The vendor will reserve a Courtesy Block of rooms for this conference.

**SECTION D - Packaging and Marking**  
**N/A**

**SECTION E - Inspection and Acceptance**

**E.1 NRCE010 INSPECTION AND ACCEPTANCE BY THE NRC (SEP 2013)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the NRC Contracting Officer's Representative (COR) at the destination, accordance with FAR 52.247-34 - F.o.b. Destination.

Contract Deliverables:

1. Meeting Space – April 21, 2015 – April 24, 2015
2. Audio-Visual Services - April 21, 2015 – April 23, 2015

(End of Clause)



**SECTION F - Deliveries or Performance**

**F.1 NRCF030 PERIOD OF PERFORMANCE**

This order shall commence on April 21, 2015 and will expire on April 24, 2015.

(End of Clause)

**SECTION G - Contract Administration Data**

**G.1 NRCG030 ELECTRONIC PAYMENT (SEP 2014)**

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: [NRCPayments@nrc.gov](mailto:NRCPayments@nrc.gov).

(End of Clause)

**SECTION H - Special Contract Requirements**

**H.1 2052.215-71 CONTRACTING OFFICER'S REPRESENTATIVE AUTHORITY. (OCT 1999)**

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Lena Boyd  
E-mail Address: [lena.boyd@nrc.gov](mailto:lena.boyd@nrc.gov)  
Telephone Number: (301) 415-2373

(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 or changes to specific travel identified in the Statement of Work), fills in details, or otherwise serves to accomplish the contractual statement of work.

(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, approve 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

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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 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 that 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 to the instruction or direction 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.

(End of Clause)

## **H.2 NRCH490 AWARD NOTIFICATION AND COMMITMENT OF PUBLIC FUNDS**

(a) All offerors will receive preaward and postaward notices in accordance with FAR 15.503.

(b) It is also brought to your attention that the contracting officer is the only individual who can legally obligate funds or commit the NRC to the expenditure of public funds in connection with this procurement. This means that unless provided in a contract document or specifically authorized by the contracting officer, NRC technical personnel may not issue contract modifications, give formal contractual commitments, or otherwise bind, commit, or obligate the NRC contractually. Informal unauthorized commitments, which do not obligate the NRC and do not entitle the contractor to payment, may include:

(1) Encouraging a potential contractor to incur costs prior to receiving a contract;

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- (2) Requesting or requiring a contractor to make changes under a contract without formal contract modifications;
- (3) Encouraging a contractor to incur costs under a cost-reimbursable contract in excess of those costs contractually allowable; and
- (4) Committing the Government to a course of action with regard to a potential contract, contract change, claim, or dispute.

(End of Clause)

### H.3 REGISTRATION IN FEDCONNECT® (JULY 2014)

The Nuclear Regulatory Commission (NRC) uses Compusearch Software Systems' secure and auditable two-way web portal, *FedConnect*®, to communicate with vendors and contractors. *FedConnect*® provides bi-directional communication between the vendor/contractor and the NRC throughout pre-award, award, and post-award acquisition phases. Therefore, in order to do business with the NRC, vendors and contractors must register to use *FedConnect*® at <https://www.fedconnect.net/FedConnect>. The individual registering in *FedConnect*® must have authority to bind the vendor/contractor. **There is no charge for using *FedConnect*®.** Assistance with *FedConnect*® is provided by Compusearch Software Systems, not the NRC. *FedConnect*® contact and assistance information is provided on the *FedConnect*® web site at <https://www.fedconnect.net/FedConnect>.

(End of Clause)

**SECTION I - Contract Clauses**

**I.1 BPA TERMS AND CONDITIONS**

This order is subject to the terms referenced in BPA NRC-HQ-12-A-10-0016.

**I.2 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS. (JUN 2013)**

(a) Except as stated in paragraph (b) 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:

- (1) Any such clause is unenforceable against the Government.
- (2) 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.
- (3) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(b) Paragraph (a) 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.

(End of clause)

**I.3 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS. (DEC 2013)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

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

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

**I.4 52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):<http://www.acquisition.gov/far>.

**52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING. (AUG 2011)**

**SECTION J - List of Documents, Exhibits and Other Attachments**

1. Attachment 1 - Billing Instructions for Fixed-Price Type Contracts (DEC 2014)



**BILLING INSTRUCTIONS FOR  
FIXED-PRICE TYPE CONTRACTS (DEC 2014)**

**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](mailto: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).

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

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

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

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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 (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 Federal Acquisition Regulation (FAR) 52.232-23 Assignment of Claims, 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 FAR 52.232-33 Payment by Electronic Funds Transfer-System for Award Management.

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.**

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.

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- 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.