

**ORDER FOR SUPPLIES OR SERVICES**

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

1. DATE OF ORDER 03-31-2000	2. CONTRACT NO. (If any)	6. SHIP TO:		
3. ORDER NO. DR-00-0163	MODIFICATION NO.	4. REQUISITION/REFERENCE NO. 400A0083	a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Office of Nuclear Material Sfty. & Sfgds	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: Yvette Brown - Mail Stop T-7-1-2 Contract Management Branch 2 Washington DC 20555			b. STREET ADDRESS ATTN: Stacey Rosenberg Mail Stop T-8 F5	c. CITY Washington
7. TO:			d. STATE DC	e. ZIP CODE 20555

a. NAME OF CONTRACTOR Embassy Suites At Chevy Chase Pavilion	8. TYPE OF ORDER <input checked="" type="checkbox"/> a. PURCHASE ORDER Reference your <u>BEO 3/31/00</u> Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		<input type="checkbox"/> b. DELIVERY/TASK ORDER Except for billing instructions on the reverse, this delivery/task 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.
b. COMPANY NAME ATTN: Kasey McNeil	c. STREET ADDRESS 4300 Military Road NW	d. CITY Washington	e. STATE DC
f. ZIP CODE 20015	f. SHIP VIA		

9. ACCOUNTING AND APPROPRIATION DATA JOB CODE: B1452 B&R No. 04015-511115 BOC: 252A FUND SOURCE: X0200 Payment by Yvette R. Brown Visa	\$2,790.00	10. REQUISITIONING OFFICE NMSS
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT Destination	13. PLACE OF	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE
a. INSPECTION	b. ACCEPTANCE	As stated	
		16. DISCOUNT TERMS Payment by Visa	

17. SCHEDULE (See reverse for Rejections) See CONTINUATION Page

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
1	The contractor shall provide meeting room space in accordance with the banquet event order dated 3/31/00, on Tuesday, April 25, 2000 and Wednesday, April 26, 2000.					
2	Rental of Chevy Chase I and II, April 25-26, 2000 4/25/00 from 8:30am-5:30pm and 4/26/00 8:30am-1:00pm Set-up shall be in accordance with the BEO referenced above. Audiovisual Rentals as follows:	2	DAYS	650.00	\$1,300.00	
3	8 each table microphones at \$30.00 each = \$240.00 per day	2	DAYS	240.00	\$480.00	
4	2 each floor microphones in audience at \$30.00 each = \$60.00 day	2	DAYS	60.00	\$120.00	
5	1 each portable microphone @ \$130.00 each per day	2	DAYS	130.00	\$260.00	
6	1 each overhead package with screen at \$60.00 each per day	2	DAYS	60.00	\$120.00	
7	2 each flip chart packages @ \$30.00 each = \$60.00 per day	2	DAYS	60.00	\$120.00	
	1 each 16 channel mixer @ \$195.00 each per day	2	DAYS	195.00	\$390.00	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO.	\$2,790.00	SUBTOTAL
21. MAIL INVOICE TO:				
a. NAME U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer				
b. STREET ADDRESS (or P.O. Box) Attn: GOV/COM Acctng. Section T-9H4				
c. CITY Washington	d. STATE DC	e. ZIP CODE 20555	\$2,790.00	17(i). GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature) 	23. NAME (Typed) Sharon D. Stewart 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  
03-31-2000

CONTRACT NO.

ORDER NO.

DR-00-0163

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>NRC Contact Person - Stacey Rosenberg - 301-415-8117</p> <p>Lodging, food and beverages are not a part of this purchase order.</p> <p>NRC Tax Exempt #30005004</p>					
<b>TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))</b>						

# EMBASSY SUITES AT THE CHEVY CHASE PAVILION

4300 Military Road NW, Washington DC 20015

Phone: (202) 362-9300

Fax: (202) 686-3405

## BANQUET EVENT ORDER

Booking	NRC	Rep:	Kasey R. McNeil	Date Booked:	3/30/00
Event Date:	April 25, 2000	DAY:	Tuesday	Date Distributed:	March 31, 2000

ACCOUNT	U.S. Nuclear Regulatory Commission				
POST AS	USRC / Public Workshop on Youth Risk Assessment				
CONTACT	Yvette R. Brown	TITLE			
ADDRESS	11545 Rockville Pike	PHONE	301-415-6507	FAX	301-415-576
	Rockville, MD 20852	ON SITE			

Date	Start Time - End Time	Function	Room	Setup	Exp.	Gtd	Room Rental
4/25/00	8:30am - 5:30pm	Meeting	Chevy Chase I + CC II	Hollow Square	75		\$650.00

ALL FOOD AND BEVERAGE SUBJECT TO AN 18% SERVICE CHARGE AND 10% SALES TAX.

### ROOM ARRANGEMENTS

**CHEVY CHASE BALLROOM**  
 Hollow Square for ( 25 ) people  
 Water glasses, mints, pads and pens on table  
 Theater style for ( 50 ) people  
 Water station  
 (1) 6 ft Registration table outside the room  
 with (2) chairs and a wastebasket  
  
 Please review, sign and return  
  
*Yvette R. Brown*

### MENU

None Requested

### BAR ARRANGEMENTS

None Requested

- (8) Table Microphones @ \$30.00 each
- (2) Floor Microphones @ \$30.00 in audience
- (1) Portable Microphone @ \$130.00
- Overhead Package with Screen @ \$60.00
- (2) Flip chart packages @ \$30.00 each
- (16) Channel Mixer @ \$195.00

### TAX EXEMPT

Credit Card# 4486703000002521 Exp Date: 01/31/01

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Date:				Distributed:	

ACCOUNT	U.S. Nuclear Regulatory Commission				
POST AS	USRC / Public Workshop on Youth Risk Assessment				
CONTACT	Yvette R. Brown	TITLE			
ADDRESS	11545 Rockville Pike	PHONE	301-415-6507	FAX	301-415-57
	Rockville, MD 20852	ON SITE			

Date	Start Time - End Time	Function	Room	Setup	Exp.	Gtd	Room Rental
4/26/00	8:30am - 1:00pm	Meeting	Chevy Chase I <i>CCCI</i>	Hollow Square	75		\$650.00

ALL FOOD AND BEVERAGE SUBJECT TO AN 18% SERVICE CHARGE AND 10% SALES TAX.

ROOM ARRANGEMENTS	MENU
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**CHEVY CHASE BALLROOM**  
 Hollow Square for ( 25 ) people  
 Water glasses, mints, pads and pens on table  
 Theater style for ( 50 ) people  
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 (1) 6 ft Registration table outside the room  
 with (2) chairs and a wastebasket

Please review, sign and return

*Yvette R Brown*

None Requested

BAR ARRANGEMENTS	AUDIO VISUAL
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None Requested

- (8) Table Microphones @ \$30.00 each
- (2) Floor Microphones @ \$30.00 in audience
- (1) Portable Microphone @ \$130.00
- Overhead Package with Screen @ \$60.00
- (2) Flip chart packages @ \$30.00 each
- (16) Channel Mixer @ \$195.00

TAX EXEMPT
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Credit Card# 4486 7030 0000 2521 Exp Date: 01/31/01

**ESTIMATED SUMMARY OF CHARGES**

		Service Charge	Tax	Total
Food	0.00	0.00	0.00	0.00
Spirits	0.00	0.00	0.00	0.00
Audio Visual	1490.00	0.00	0.00	1490.00
Room Rental	1300.00	0.00	0.00	1300.00
<b>Total</b>	<b>2790.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2790.00</b>

- o Totals listed above may change based on final guarantee.
- o The 18% service charge and 10% DC sales tax are added to the food and beverage fees only.
- o All AudioVisual equipment is subject to 5.75% DC sales tax.

**CATERING POLICIES**

- **Guarantee:** For all functions involving food and beverage service, the final guarantee of attendance is due three (3) business days in advance by 12:00 noon. You will be billed the guaranteed number or actual attendance, whichever is larger. If no guaranteed number is given, the hotel will prepare and charge for the highest estimated number given at the time the contract was written. We are prepared to service 5% above the guaranteed number (should unexpected circumstances arise).
- **Deposit and Payment:** A fifty percent (50%) deposit is required to hold meeting space for all functions. The hotel will accept cash, personal checks accompanied by proper identification, business checks, money orders, and all major credit cards. The deposit is due with the return of the signed contract. Final payment is required seven business days prior to the function when paying by personal and business checks. Any additional charges incurred will be due at the end of the function. This policy is exempt for approved direct bill accounts only.
- **Cancellation Policy:** To cancel this definite agreement, the Hotel must be advised in writing. The Percentage of Estimated Revenue will be based on \$2790.00 --. The cancellation fee will be as follows:

Date Notified To Arrival	Percentage of Estimated Revenue
0-15 Days	100%
16-90 Days	80%

- **Function Space:** Upon signing the function contract, you agree to be responsible for any damage done to the meeting space or other hotel property during the period of time in which said hotel property is under your control. The hotel does not assume any responsibility for the security of client property. **Any damages or special cleaning that the hotel deems necessary following your function will be deducted from your deposit, direct billed or charged to your credit card.**
- **Function Room Arrangements:** Space has been set aside based on your program needs and anticipated number of attendees. If your count should fall by more than 20% of your expected number, the hotel reserves the right to change or reduce the space reserved and a fee will be charged for 80% of the original anticipated attendees for Food and Beverage as stated on this contract.
- **Food & Beverage:** No food or beverage items of any kind may be brought into the hotel's meeting spaces or taken out of the hotel by you or any of your guests. No alcoholic beverages will be served to anyone less than 21 years of age, or to anyone appearing intoxicated.
- **Transportation Information:** Underground parking is available for \$8.00 per day; paid directly to garage attendant. Parking for overnight guests is \$12.00 and can be paid at the front desk upon checking in. We are also conveniently located at Friendship Heights Metro (red line) with underground access. **All meeting spaces, with the exception of the Mezzanine, are handicapped accessible.**

If you are in agreement with all items listed above, please sign below and return the original by Friday, April 7, 2000. Thank you.

Lynette R. Brew 3/31/00  
 Client Signature Date

\_\_\_\_\_  
 Kasey R. McNeil Date

# TERMS AND CONDITIONS

## (APPLICABLE TO OPEN MARKET COMMERCIAL SIMPLIFIED ACQUISITIONS)

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 the full text available. (Clauses which are not applicable are self-deleting.)

The following terms and conditions apply to this purchase order:

52.212-4 CONTRACT TERMS AND CONDITIONS-  
-COMMERCIAL ITEMS

\_\_\_ See attached Addendum when checked

52.212-5 CONTRACT TERMS AND CONDITIONS  
REQUIRED TO IMPLEMENT STATUTES  
FOR EXECUTIVE  
ORDERS--COMMERCIAL ITEMS (AUG  
1996)

(a) The Contractor agrees to comply with the following 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) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which 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 or components:

(Contracting Officer shall check as appropriate.)

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- \_\_\_ (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- \_\_\_ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3));
- \_\_\_ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- \_\_\_ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- \_\_\_ (6) 52.222-26, Equal Opportunity (E.O. 11246).
- \_\_\_ (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- \_\_\_ (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

- \_\_\_ (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212)
- \_\_\_ (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- \_\_\_ (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- \_\_\_ (12) Reserved.
- \_\_\_ (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).
- \_\_\_ (14) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- \_\_\_ (15)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- \_\_\_ (15)(ii) Alternate I of 52.225-21.
- \_\_\_ (16) 52.239-1, Privacy or Security Safeguards (U.S.C. 552a).
- \_\_\_ (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which 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 or components:

(Contracting Officer check as appropriate)

- \_\_\_ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (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 (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 (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

## TERMS AND CONDITIONS (CONTINUED)

(d) 'Comptroller General Examination of Record.' The Contractor agrees to 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) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246).

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and

(3) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

(4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(End of clause)

### NRC Acquisition Clauses - 48 CFR 20

2052.209-73 Contractor Organizational Conflict of Interest

### Other Applicable Clauses

\_\_\_\_ See attached Addendum when checked