

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

1. REQUISITION NO.

PAGE 1 OF

19

2. CONTRACT NO. NRC-03-07-034	3. AWARD/EFFECTIVE DATE <b>MAR 29 2007</b>	4. ORDER NO.	MODIFICATION NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NO. (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Jeffrey R. Mitchell, 301-415-6465 Mail Stop T-7-I-2 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"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO U.S. Nuclear Regulatory Commission  Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2  Washington, DC 20555	CODE 3100
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17a. CONTRACTOR/OFFEROR BETHESDA NORTH MARRIOTT HOTEL & CONF CTR ATTN.: AMY IBACH 5701 MARINELLI RD NORTH BETHESDA MD 208522785 TELEPHONE NO.	CODE 152115049	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (NRC-03-07-034)  Washington DC 20555	CODE 3100
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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  
 SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) with Conference/Meeting Space, Audiovisual/Telecommunications Equipment and Services for the NRC's Annual Regulatory Information Conference for the periods of March 10-13, 2008, March 9-12, 2009 and March 8-11, 2010.				
(Use Reverse and/or Attach Additional Sheets as Necessary)					

ACCOUNTING AND APPROPRIATION DATA 720-15-111-112 J4075 252A 31x0200.760 Obligate \$10,000.00	See CONTINUATION Page Contractors DUNS: 152115049	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$977,386.00
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27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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:

SIGNATURE OF OFFEROR/CONTRACTOR <i>Amy Ibach</i>	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Donald A. King</i>
NAME AND TITLE OF SIGNER (TYPE OR PRINT) Amy Ibach	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Donald A. King Contracting Officer
30c. DATE SIGNED 3/29/07	31c. DATE SIGNED 3/29/2007

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

2a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY	41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	
			42a. RECEIVED BY (Print)	
			42b. RECEIVED AT (Location)	
42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS		
SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		

## Table of Contents

<b>SECTION A</b> .....	<b>A-1</b>
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS .....	A-1
<b>SECTION B - CONTINUATION BLOCK</b> .....	<b>B-4</b>
B.1 PRICE/COST SCHEDULE .....	B-1
B.2 PROJECT TITLE .....	B-1
B.3 BRIEF DESCRIPTION OF WORK (MAR 1987).....	B-1
B.4 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT (JUN 1988).....	B-1
B.5 DURATION OF CONTRACT PERIOD.....	B-2
B.6 STATEMENT OF WORK.....	B-2
<b>SECTION C - CONTRACT CLAUSES</b> .....	<b>C-1</b>
C.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998).....	C-1
C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006).....	C-1
C.3 SEAT BELTS .....	C-5
C.4 Compliance with U.S. Immigration Laws and Regulations .....	C-5
<b>SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS</b> .....	<b>D-1</b>

## **SECTION B - CONTINUATION BLOCK**

### **B.1 PRICE/COST SCHEDULE**

The total estimated price for Year 1 (2008) of performance is \$301,262.00. The amount of \$253,000.00 represents the total estimated price for conference space and \$48,262.00 represents the total estimated price for audiovisual and telecommunications equipment and services.

The total estimated price for Year 2 (2009) of performance is \$324,262.00. The amount of \$276,000.00 represents the total estimated price for conference space and \$48,262.00 represents the total estimated price for audiovisual and telecommunications equipment and services.

The total estimated price for Year 3 (2010) of Performance is \$351,862.00. The amount of \$303,600.00 represents the total estimated price for conference space and \$48,262.00 represents the total estimated price for audiovisual and telecommunications equipment and services.

The total estimated price of this contract is \$977,386.00

### **B.2 PROJECT TITLE**

The title of this project is as follows:

Meeting Space, Audiovisual Equipment and Services, and Telecommunications Equipment and Services for NRC's annual Regulatory Information Conference.

### **B.3 BRIEF DESCRIPTION OF WORK (MAR 1987)**

The Contractor shall provide all necessary conference meeting rooms, audiovisual equipment and services and telecommunications equipment and services for the U.S. Nuclear Regulatory Commission's annual Regulatory Information Conference.

### **B.4 CONSIDERATION AND OBLIGATION--COST REIMBURSEMENT (JUN 1988)**

(a) The total estimated cost to the Government for full performance under this contract is \$977,386.00.

(b) The amount obligated by the Government with respect to this contract is \$10,000.00.

## **B.5 DURATION OF CONTRACT PERIOD**

The Contract will shall commence on March 29, 2007 and will expire on April 30, 2010.

## **B.6 STATEMENT OF WORK**

**1.0 NAME OF EVENT:** Regulatory Information Conference (RIC)

**2.0 ANTICIPATED ATTENDANCE:** 2000 People

### **3.0 BACKGROUND**

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

Attendance at the RIC continues to grow with 2000 participants in attendance in 2006. With interest in energy sources rising, attendance at RIC is also expected to rise this year. The majority of RIC attendees are associated with the nuclear power industry, including manufacturers, architect/engineering firms, vendors, news media, and law firms. RIC is attended by corporation presidents, vice-presidents, chief executive officers (CEOs), senior NRC officials and other government executives, as well as, representatives of foreign countries and the general public.

### **4.0 OBJECTIVE**

The objective of this contract is to procure sleeping accommodations and conference/meeting space for the RIC for the years 2008, 2009 and 2010.

### **5.0 REQUIRED MEETING DATES**

March 10-13, 2008  
March 9-12, 2009  
March 8-11, 2010

A typical RIC conference requests conference/meeting space for Monday through Friday. Monday and Friday are usually in house dates while Tuesday, Wednesday and Thursday are the live dates for the conference. However these days are subject to change.

### **6.0 DAY MEETING PACKAGE RATES**

The contractor shall specify the dollar amount of their day meeting package (DMP), per attendee charge for conference guests. The Day Rate shall include dedicated general session room, breakout rooms, two staff offices, audiovisual package, morning and afternoon breaks, and should specify the percentage of service charge to be applied.

## **7.0 GUEST ROOM COMMITMENT**

(a) The contractor shall agree to provide a minimum of 375 room nights for the year 2008 of this contract as set forth below:

<b>Date</b>	<b>Day</b>	<b>Standard</b>	<b>Total Rooms</b>
Day 1	Mon	125	125
Day 2	Tues	125	125
Day 3	Wed	125	125

The contractor shall provide a minimum of 125 room nights for each day of the conference.

By May 30 of each year, NRC shall review its usage of room nights from the prior year's RIC and shall identify to the contractor the guest room commitment for the upcoming year. If the number of room nights varies from the 375 room night minimum commitment, the NRC shall initiate a contract modification. For proposal purposes, the contractor should assume a guaranteed minimum of 375 room nights for the year 2008 of this contract.

(b) The contractor shall agree to provide a minimum of 600 room nights for the years 2009 and 2010 of this contract as set forth below:

<b>Date</b>	<b>Day</b>	<b>Standard</b>	<b>Total Rooms</b>
Day 1	Mon	200	200
Day 2	Tues	200	200
Day 3	Wed	200	200

The contractor shall provide a minimum of 200 room nights for each day of the conference.

By May 30 of each year, NRC shall review its usage of room nights from the prior year's RIC and shall identify to the contractor the guest room commitment for the upcoming year. If the number of room nights varies from the 600 room night minimum commitment, the NRC shall initiate a contract modification. For proposal purposes, the contractor should assume a guaranteed minimum of 600 room nights for the years 2009 and 2010 of this contract.

## **8.0 GUEST ROOM COMMITMENT**

The contractor shall provide rates for single, double, triple and quad rooms.

Room Type  
Standard

Single  
Per Diem

Double Triple  
Per Diem

Quad  
Per Diem

## **9.0 GROUP ROOM RATES**

The contractor shall specify the state and local tax rate(s) that will be in effect at the time of check-in.

## **10.0 GOVERNMENT RATES**

The contractor shall reserve the right to charge the prevailing U.S. Government prescribed per diem in effect at the time of the meeting.

## **11.0 COMP ROOM ACCRUAL**

The contractor shall offer a 1/50 comp on a cumulative basis (not per night). The NRC will provide a list of names to the contractor for the comp room.

## **12.0 CUT-OFF DATE**

The contractor shall identify the calendar date each year for cut-off of reservations. At the cut-off date, 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.

## **13.0 METHOD OF RESERVATIONS**

Reservations for the RIC will be made by individual attendees directly with the contractor. The contractor shall identify the phone number for making reservations for the RIC. It shall also identify the "code" to be used by individuals to obtain the conference (RIC) rate when they phone to reserve sleeping room(s).

## **14.0 GUARANTEED RESERVATIONS**

All reservations for arrival after 6:00 p.m. must be accompanied by a first night room deposit, or guaranteed with a major credit card. The contractor shall not hold any reservations after 6:00 p.m. unless secured by one of the above methods.

## **15.0 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 VIPs. It is understood that late check-outs cannot be requested until the day of checkout and will be of limited availability.

## **16.0 WALK POLICY**

In the event that a RIC attendee with a confirmed reservation is not given a room due to over-booking by the contractor, the contractor shall compensate the individual(s) as follows:

- 1 - Arrange for housing at the next nearest equivalent hotel
- 2 - Arrange and pay for transportation to the next nearest equivalent hotel
- 3 - Pay the first night's room and tax at the next nearest hotel

- 4 - Endeavor to provide the Commission attendee and guests holding confirmations with rooms in the hotel the following day
- 5 - Pay for one local or long distance call.

The NRC will provide a list to the contractor of who should not be on the walk policy.

#### **17.0 EARLY DEPARTURE FEE**

The contractor shall include their policy on early departures on reservation reply cards or forms to alert 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.

#### **18.0 BILLING ARRANGEMENT FOR OVERNIGHT ACCOMMODATIONS:**

Individual RIC participants shall be responsible for payment of their own accommodations.

#### **19.0 PARKING**

The hotel will provide four (4) complimentary parking spaces for staff vehicles for the duration of the conference.

#### **20.0 DEDICATED MEETING SPACE REQUIREMENTS**

The contractor shall provide conference/meeting space in accordance with each calendar year identified under the section entitled, "REQUIRED MEETING DATES".

The contractor shall provide conference/meeting space large enough to seat up to 2000 attendees at one time in a general session. In addition to the general meeting space, the contractor shall provide six additional breakout rooms able to hold up to 250 people each. The contractor shall also provide a minimum of four other meeting rooms for up to 10 people for private meetings.

Refer to Attachment No. 2, Exhibit 1 for a description of the estimated space requirements.

All rooms shall be on-site at the contractor's main location and in close proximity to each other. The rooms shall have individual temperature and ventilation controls, adequate lighting and minimal auditory and visual distractions.

To the greatest extent possible, all conference/meeting rooms, registration, and VIP holding space shall be on the same hotel floor.

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-up the rooms (attendee chairs, head tables, etc.) at least thirty 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.

## **21.0 LOCATION**

Contractor's facility shall be no more than a ten to fifteen minute walk from a Metrorail Station within the Washington, D.C. metropolitan area limits. The contractor shall specify the name and address of the facility. Facilities may propose complimentary shuttle services that takes the same time frames as walking and has the same hours as Metrorail.

## **22.0 ALL SPACE HOLD**

The facility will reserve all space for the required activities at least 24 hours beginning the day preceding the start of each RIC until 5pm of the day following the end of RIC sessions. This is generally a Monday thru Friday time period.

Refer to Attachment No. 2, Exhibit 1 for a description of the estimated space requirements.

## **23.0 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.

## **24.0 EXHIBIT SPACE:** Complimentary

## **25.0 DEPOSIT WAIVER:**

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

## **26.0 FOOD AND BEVERAGE:**

The contractor's facility shall be the location for all the NRC's official food and beverage activities, provided that the appropriate and adequate space can be provided by the contractor and it meets the NRC's needs. The NRC's major food activities are:

Morning Break  
Afternoon Break

Each of the three days of the RIC will have a different head count for breaks.

Refer to Attachment No. 2, Exhibit 4 for an estimated head count. (Note: Industry attendees may hold separately sponsored events which require food and beverage services. Exhibit 4a identifies these events, however, they are not part of this contract and will not be billed under this contact)

This number will be confirmed with the contractor no later than 10 days prior to the start of each year's RIC.

The contractor shall confirm food and beverage prices 12 months in advance. The contractor shall prepare 5% over the guaranteed minimum for all activities. All food and beverage leftovers may be delivered to a local charity specified by the NRC. The contractor shall waive service

and labor charges for NRC staff meetings fewer than 25 people. The contractor's food and beverage director shall work with the NRC in creating a healthy, affordable menu for breaks during the RIC.

## **27.0 AUDIO/VISUAL**

For the purpose of preparing a proposal, the contractor should develop costs based upon the following proposed requirements for each plenary session:

- One (1) podium microphone
- Eight (8) table microphones
- Four (4) hand-held wireless microphones
- One (1) wireless lapel microphone
- Three (3) floor stand microphones (positioned in aisles)
- Two large projection screens (adequate for room size)
- One (1) wireless remote to run slide presentations
- Two (2) LCD projectors (adequate for the room size with ability to display transparencies and/or hard copy or electronic projection)
- One (1) laser pointer
- One (1) podium timer

The contractor shall provide sound capability for meeting rooms that do not have sound (if needed).

For the purpose of preparing a proposal, the contractor should develop costs based upon the following proposed requirements for each break-out session of 250 or less (theater seating):

- One (1) podium microphone
- Five (5) table microphones
- One (1) hand-held wireless microphone
- One (1) wireless lapel microphone
- One (1) floor stand microphone (positioned in aisle)
- One (1) projection screen (adequate for room size)
- One (1) wireless remote to run slide presentations
- One (1) LCD projector (adequate for the room size with ability to display transparencies and/or hard copy or electronic projection)
- One (1) laser pointer
- One (1) podium timer

For both plenary and break-out rooms, microphones are to include stands, electrical wiring, labor costs and hook-up.

NOTE: The contractor shall indicate which A/V items are included with the DMP rate and which items are subcontracted. For the items subcontracted please include their proposal.

## **28.0 INTERNET CAFÉ**

The contractor shall provide a space to be used as an internet café during the conference. The space to be designated will be by mutual agreement of the parties. The contractor shall provide

a total of ten (10) internet hook-ups, with computers, monitors and printers. The contractor shall provide a desk-height table/chair/laptop/printer for five (5) workstations. The other five (5) workstations will consist of a bistro table/barstool./laptop/printer. Printer paper shall be provided for each printer and replenished as needed.

### **29.0 SUPPLEMENTAL SERVICES**

During the course of the conference, the NRR Conference Planner may identify to the facility coordinator particular AV, 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 NRR Conference Planner.

### **30.0 HOUSE PHONES**

The contractor shall provide up to two house phones that can call outside the hotel, at no charge to the Government.

### **31.0 MISCELLANEOUS**

The contractor shall provide pads and pencils and water service in the private meetings rooms. The contractor shall provide easels with flip charts, blackout drapes, water service, trash cans, recycling cans, chairs, draped tables, draped risers, wheelchair ramps, standing and tabletop lecterns (lighted). The contractor shall also relocate facility (sofas, chairs, lamps) furniture.

### **32.0 BULK RECEIVING**

The NRC requires the contractor to accept bulk shipments of conference materials at no charge to the Government. The estimated material is approximately 3-4 pallets containing boxes of conference material.

### **33.0 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 shall provide equal alternate space within the facility for satisfactory conduct of the NRC's program or housing of persons attending. Upon request of the NRC, the contractor shall suspend or minimize construction or remodeling, if necessary, in order to maintain a quiet meeting environment.

### **34.0 MEETING REPORT**

The contractor shall provide the NRC a full report of the meeting to the NRR Conference Planner one week following the activity. This report should include room pick-up, cancellation and no-show factor, number of sleeping rooms used in each category (singles, doubles, suites, etc.), and the number guaranteed versus number served at each break function, utilization of room services, coffee shops, bars, and any other in-house hotel vendors.

### **35.0 SERVICE GUARANTEE**

The contractor, to the best of its ability, shall provide the following service standard agreement: all conference/meeting room set ups including tables, chairs, easels, linens, audio/visual, etc. will be completed thirty minutes prior to the published conference/meeting activity start time. China, glass and flatware will be set, and wait staff in place fifteen (15) minutes prior to the start of each food and beverage activity. The NRC agrees to make reasonable concessions in this schedule to allow for outside group functions or shorter room turnovers resulting from the NRC's program or the facility's requirements.

### **36.0 CONFLICTING BOOKING**

The contractor understands that the booking of another related event, which is in direct or indirect conflict with the activities, products, or objectives of the RIC, during the same or overlapping period of time, may threaten the objectives of the NRC. Therefore, the contractor shall be given enough information to understand the needs and objectives of the RIC, and will be responsible for communicating to the NRC the existence of any conflicting booking. The contractor guarantees that should such a conflict occur, the NRC has the right to terminate this contract without liability as long as such notice is taken within thirty (30) days of NRC receipt of notice of a conflicting booking.

### **37.0 QUIET ENJOYMENT**

The contractor shall be responsible for ensuring that the NRC's use of all conference/meeting space is free from outside distractions, disturbances and interruptions. Walls shall be sound proof, but if they are not, the contractor shall avoid assigning to any function room(s) adjacent to or across from NRC's conference/meeting rooms that may generate noise sufficient to detract from the NRC's activities. If necessary, the contractor shall leave an empty room between NRC and other group as a buffer to eliminate the risk of disturbance. In the event NRC's use of any conference/meeting space is disturbed despite these efforts, upon notice from the NRC, the contractor shall respond immediately to cause such disturbance to cease.

### **38.0 HOTEL RATING**

The hotel guarantees all rooms to be of intermediate or superior grade based on its internal ratings standards which have been shared with NRC. Hotel's rating with AAA at time of signing is three (3) diamonds.

### **39.0 SPECIAL CONCESSIONS**

The NRC will accept other special concessions listed below. These special concessions will not be part of the evaluation, but will be considered as an overall best value for the Government.

In consideration of the Room Night commitment and the activities identified, NRC requests concessions in the following areas:

1. Reduced parking rate per car (to be specified by contractor)
2. No extra charge for meeting room resets
3. Hanging of NRC banner in general session for no extra charge

4. Staging to be included in the meeting room set up charge
5. Back drapes for plenary sessions
6. An additional 100 ft. of backdrape at location to be determined
7. Four complimentary rooms for the entire length of the program
8. Five complimentary internet lines for an internet cafe
9. Two complimentary sleeping room suite upgrades for designated VIPs
10. Open at the contractors discretion

**40.0 TAX EXEMPT**

The NRC will provide the Contractor with our MD tax exempt Number/Certificate.

**SECTION C - CONTRACT CLAUSES**

52.204-7

CENTRAL CONTRACTOR REGISTRATION

JUL 2006

**C.1 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.arnet.gov/far>

**C.2 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)**

(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) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 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: [Contracting Officer check as appropriate.]

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

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

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

(ii) Alternate I (OCT 1995) of 52.219-6.

(iii) Alternate II (MAR 2004) of 52.219-6.

(6)(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.
- (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).
- (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (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.
- (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
- (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (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.
- (iii) Alternate II (OCT 1998) of 52.219-23.
- (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004)
- (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).
- (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).

(24)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 103-169).

(ii) Alternate I (JAN 2006) of 52.225-3.

(iii) Alternate II (JAN 2006) of 52.225-3.

(25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

(28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).

(29) 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)).

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

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

(32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).

(33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(35)(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: [Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (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) (NOV 2006) (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 (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

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

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

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 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.3 SEAT BELTS**

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

**C.4 Compliance with U.S. Immigration Laws and Regulations**

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) 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 Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

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.

(End of Clause)

**SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS**

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|------------------|--|
| Attachment No. 1 | Billing Instructions for Fixed Price Contracts |
| Attachment No. 2 | Exhibit #1, Exhibit # 4 and Exhibit #4a        |
| Attachment No. 3 | Marriott Group Sales Proposal 2008, 2009, 2010 |