

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

1. REQUISITION NO. PAGE 1 OF

CONTRACT NO. NRC-10-07-449	3. AWARD/EFFECTIVE DATE 05-08-2007	4. ORDER NO.	MODIFICATION NO.	5. SOLICITATION NUMBER ADM-07-449	6. SOLICITATION ISSUE DATE 04-23-2007
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FOR SOLICITATION INFORMATION CALL:	a. NAME Sharlene McCubbin	b. TELEPHONE NO. (No Collect Calls) 301-415-6565	8. OFFER DUE DATE/LOCAL TIME
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ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Sharlene McCubbin Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100	10. THIS ACQUISITION IS <input 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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1. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" 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	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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5. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop T-7-I-2 Washington, DC 20555	CODE 3100
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7a. CONTRACTOR/OFFEROR INTERPARK HOLDINGS INCORPORATED INTERPARK 1920 L ST NW STE 300 WASHINGTON DC 200365038 TELEPHONE NO. (202)721-8446	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4 Attn: (insert contract or order number) Washington DC 20555	CODE 3100
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<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
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES See CONTINUATION Page	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
001	Monthly parking subsidy to reserve up to 22 spaces for NRC employees at 7201 Wisconsin Avenue, Bethesda, MD June 1, 2007 through May 31, 2008	12	monthly	1,540.00	\$18,480.00
002	22 parking spaces (\$75 per month x 12 months) OPTION YEAR 1 June 1, 2008 through May 31, 2009	12	monthly	1,540.00	\$18,480.00
003	22 parking spaces (\$75 per month x 12 months) OPTION YEAR 2 June 1, 2009 through May 1, 2010	12	monthly	1,540.00	\$18,480.00
004	22 parking spaces (\$75.00 per month x 12 months) OPTION YEAR 3 June 1, 2010 through May 31, 2011	12	monthly	1,540.00	\$18,480.00
005	22 parking spaces (\$75 per month x 12 months) OPTION YEAR 4 June 1, 2011 through May 31, 2012	12	monthly	1,540.00	\$18,480.00
	22 parking spaces (\$75 per month x 12 months)				
	The NRC's portions will be subject to change in the options pending on the market value of parking in the area. See Attached Statement of Work.				
	(Use Reverse and/or Attach Additional Sheets as Necessary)			SUBTOTAL	\$92,400.00

5. ACCOUNTING AND APPROPRIATION DATA 31X0200 B&R: 740155AE305 BOC: 2320 JCN: X2310 OBLIGATE 18,480.00	See CONTINUATION Page	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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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.
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28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO TERMS:
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0a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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0b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Joe Leighton Market Office	30c. DATE SIGNED 7/18/07	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Sharlene McCubbin Contracting Officer	31c. DATE SIGNED Jul 18 2007
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SECTION B - CONTINUATION BLOCK

STATEMENT OF WORK IS ATTACHED

STATEMENT OF WORK

Agreement to rent up to 22 garage parking spaces designated to the U. S. Nuclear Regulatory Commission at 7201 Wisconsin Avenue, Bethesda, Maryland with the Lessor's parking contractor InterPark ~~Holdings~~ Incorporated (InterPark).

The U.S. Nuclear Regulatory Commission (NRC) requires 22 garage parking spaces by June 1, 2007, to accommodate employees working at 7201 Wisconsin Avenue, Gateway Building, Bethesda, Maryland, Location DC-157. The June 1, 2007 date may be adjusted based on the actual dates employees are relocated to the Gateway Building. The 22 spaces will be provided to employees upon request for parking. The 22 spaces should include designated handicapped parking spaces readily accessible to the building. The number of designated handicapped spaces may change based on need. The contractor must have a system in place to receive, process, manage, track, and report on payments for parking from NRC by electronic funds transfer and payroll deduction for individual employee portion of the parking cost. The contractor must provide highly qualified experienced personnel to manage all aspect of the contract and to serve as contacts and/or liaisons to the NRC Project Officer or designee.

Requirements:

- Datawatch Keycards, an annual parking permit will be issued to employees parking in garage.
- System to receive and process payments from the NRC via Electronic Fund Transfer (EFT)
- Payroll deduction will be used as the payment method by employees. The first EFT payment for the NRC employees will be transferred June , 2007 for July's parking permit. The employees will be responsible by credit card or check to pay for June's parking only.
- Spaces to accommodate all types of vehicles (e.g. cars, mini-vans, SUVs, handicapped accessible vehicles, motorcycles)
- Access to parking facility before or after "regular" work hours for employees with a valid access key card and/ or parking permit.
- Spaces available to accommodate visitor parking.
- On-site parking attendant to address questions, problems, etc.
- Spaces to accommodate employees who use daily parking.
- Place to safely pick-up and discharge passengers in car/vanpools or NRC shuttle.
- Contact person(s)/liaison(s) to address operational and financial issues.
- Standard and ad hoc reports on payment activity.
- System to immediately cancel and/or terminate an employee's access to the parking garage for failure to pay monthly fee or that may pose a threat.
- Designated handicap parking spaces.
- Total of monthly parking payment must be received by parking contractor no later that the 5th day of the month.
- Total monthly parking is \$135.00 of which NRC is responsible for \$75 and the employees are responsible for \$60. InterPark will be responsible for invoicing NRC for their portion through the contract vehicle.

Cost: NRC's Employee's responsibility:

FY07 - June 1, 2007 through May 31, 2008

22 parking spaces (\$60 per month x 12 months) = \$15,840.00

FY08 - June 1, 2008 through May 31, 2009

22 parking spaces (\$60 per month x 12 months) = \$15,840.00

FY09 - June 1, 2009 through May 31, 2010

22 parking spaces (\$60 per month x 12 months) = \$15,840.00

FY10 - June 1, 2011 through May 31, 2012

22 parking spaces (\$60 per month x 12 months) = \$15,840.00

FY11 - June 1, 2011 through May 31, 2012 (this agreement will coincide with the building lease agreement) 22 parking spaces (\$60 per month x 12 months) = \$15,840.00

Total NRC employees \$79,200.00

Prices TBD, market price

(NOTE: NRC is responsible for anything over the \$60 per month)

SECTION C - CONTRACT CLAUSES**C.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	
52.204-7	CENTRAL CONTRACTOR REGISTRATION	JUL 2006

C.2 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.3 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.4 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 1998) (31 U.S.C. 3553).~~ *NAT APPLICABLE*

(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). *Not applicable*~~
- (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). *NOT applicable*~~
- (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. *Upon reasonable notice*

(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.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 30 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 five years and 6 months.

C.7 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.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

Statement of Work and Billing Instructions