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

1. REQUISITION NO.	PAGE 1 OF
03-10-094 FFS: NRR-10-441A	44

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
NRC-03-10-094	10-01-2010			

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Jennifer A. DeFino, 301-492-3637
Mail Stop: TWB-01-B10M
Washington, DC 20555

10. THIS ACQUISITION IS

[X] UNRESTRICTED OR [ ] SET ASIDE: % FOR:
[ ] SMALL BUSINESS [ ] EMERGING SMALL BUSINESS
[ ] HUBZONE SMALL BUSINESS
[ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS [ ] 8(A)

NAICS: 721110
SIZE STANDARD: $7.0 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED

[X] SEE SCHEDULE

12. DISCOUNT TERMS

N/A

[ ] **13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)**

13b. RATING

N/A

14. METHOD OF SOLICITATION

[ ] RFQ [ ] IFB [X] RFP

15. DELIVER TO CODE

U.S. Nuclear Regulatory Commission
Office of Nuclear Reactor Regulation
Attn: Betsy Oliveto, 301-415-1099; Betsy.Oliveto@nrc.gov
M/S: O-13-D04
Washington DC 20555

16. ADMINISTERED BY CODE 3100

U.S. Nuclear Regulatory Commission
Div. of Contracts
Mail Stop: TWB-01-B10M

Washington, DC 20555

17a. CONTRACTOR/OFFEROR CODE 152115049 FACILITY CODE

NORTH BETHESDA HOTEL, L.L.C.
BETHESDA NORTH MARRIOTT HOTEL & CONFERENCE CENTER

5701 MARINELLI RD

NORTH BETHESDA MD 208522785
TELEPHONE NO. 301-822-9200

18a. PAYMENT WILL BE MADE BY CODE 3100

Department of Interior / NBC
NRCPayments@nbc.gov
Attn: Fiscal Services Branch - D2770
7301 W. Mansfield Avenue
Denver CO 80235-2230

[ ] **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. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The Contractor shall provide the U.S. Nuclear Regulatory Commission (NRC) hotel and conference space in support of the annual Regulatory Information Conference (RIC) to be held March 8-10, 2011; March 13-15, 2012; and March 12-14, 2013. Contract Title: Regulatory Information Conference (RIC) Facility Period of Performance: Base Period: October 1, 2010 through May 31, 2011 Option Year One: June 01, 2011 through May 31, 2012 Option Year Two: June 01, 2012 through May 31, 2013 Base Period Ceiling: $300,243.50 Option Year One Ceiling: $300,243.50 Option Year Two Ceiling: $300,243.50 Total Contract Ceiling (base and options): $900,730.50 (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA

B&R: 020-15-111-112 JCN: J4690 BOC: 252A APPR NO: 31X1200.020
FFS: NRR-10-441A DUNS: 152115049 **OBLIGATE: $300,243.50**

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

$300,243.50

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED.

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[X] **28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN** 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

[ ] **29. AWARD OF CONTRACT: REF.** _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	31c. DATE SIGNED
Mohsin Sabri Senior Sales Manager	9/29/2010	Stephen Pool Contracting Officer	9/28/10

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

TEMPLATE - ADM002

SUNSI REVIEW COMPLETE OCT 04 2010

ADM002

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER

38. 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)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (Location)	
		42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

Table of Contents

SECTION A **A-1**

A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS A-1

SECTION B - CONTINUATION BLOCK **B-1**

B.1 PROJECT TITLE B-1
B.2 BRIEF DESCRIPTION OF WORK (MAR 1987) B-1
B.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987) B-1
B.4 PRICE/COST SCHEDULE B-1
B.5 CONSIDERATION AND OBLIGATION-- HYBRID TYPE CONTRACT B-3

SECTION C - CONTRACT CLAUSES **C-1**

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010) C-1
ADDENDUM TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS C-6
C.2 52.216-18 ORDERING (OCT 1995) C-6
C.3 52.216-19 ORDER LIMITATIONS (OCT 1995) C-6
C.4 52.216-20 INDEFINITE QUANTITY (OCT 1995) C-7
C.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999) C-7
C.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) C-7
C.7 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) C-7
C.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010) C-8
C.9 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006) C-12
C.10 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002) . C-14
C.11 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006) C-15
C.12 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII) (JUN 2009) C-15
C.13 PROHIBITON OF FUNDING TO ACORN (NOV 2009) C-16
C.14 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009) C-17

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS **D-1**

SECTION B - CONTINUATION BLOCK

B.1 PROJECT TITLE

The title of this project is as follows: **Regulatory Information Conference (RIC) Facility**

B.2 BRIEF DESCRIPTION OF WORK (MAR 1987)

The contractor shall provide conference space/support and reserve sleeping rooms for the RIC for either the second or third week of March for the years of 2011, 2012, and 2013.

B.3 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on October 1, 2010 and will expire on May 31, 2011. The term of this contract may be extended at the option of the Government for an additional two (2) one-year option periods.

B.4 PRICE/COST SCHEDULE

Regulatory Information Conference (RIC) Base Period: October 1, 2010 through May 31, 2011					
Fixed Price Line Items					
CLIN	**Description**	**Fixed Rate**	**Estimated Qty**	**Unit**	**Total**
0001	Full Day Regulatory Information Conference (RIC) Individual Attendee Fee *Fee to include: general session room, staff offices, breakout space, standard audio visual package, morning and afternoon breaks, use of fitness center, 23% service charge, parking, and dedicated conference services manager	[redacted] per attendee	[redacted] attendees	[redacted] days	[redacted]
0002	Video Conference Fee Includes 23% service charge	[redacted] per day	[redacted]	[redacted] days	[redacted]
0003	Shared IBAHN Connections Includes 23% service charge	[redacted] per day	[redacted]	[redacted] days	[redacted]
0004	Direct Dial Phone Includes 23% service charge	[redacted] per day	[redacted]	[redacted] days	[redacted]
0005	Power Drop for Multiple Extension Cords or Large Power Requirements Includes 23% service charge	[redacted] per day	[redacted]	[redacted] days	[redacted]
0006	Rigging Includes 23% service charge	[redacted]	[redacted]	Lot	[redacted]
0007	Wireless High Speed Internet Conference Package Includes 23% service charge	[redacted]	[redacted]	Lot	[redacted]
Total Fixed Price Line Items					**$295,243.50**
Cost Reimbursement Line Items					

CLIN	Description	Unit Price	Qty	Unit	Total
0008	Supplemental Services/Incidental Expenses	[redacted]	[redacted]	Lot	[redacted]
Total Cost Reimbursement Line Items					**$5,000.00**
BASE PERIOD TOTAL					**$300,243.50**

Regulatory Information Conference (RIC)
Option Year One: June 1, 2011 through May 31, 2012

Fixed Price Line Items

CLIN	Description	Fixed Rate	Estimated Qty	Unit	Total
1001	Full Day Regulatory Information Conference (RIC) Individual Attendee Fee *Fee to include: general session room, staff offices, breakout space, standard audio visual package, morning and afternoon breaks, use of fitness center, 23% service charge, parking, and dedicated conference services manager	[redacted] per attendee	[redacted] attendees	[redacted] days	[redacted]
1002	Video Conference Fee Includes 23% service charge	[redacted] per day	[redacted]	[redacted] days	[redacted]
1003	Shared IBAHN Connections Includes 23% service charge	[redacted] per day	[redacted]	[redacted] days	[redacted]
1004	Direct Dial Phone Includes 23% service charge	[redacted] per day	[redacted]	[redacted] days	[redacted]
1005	Power Drop for Multiple Extension Cords or Large Power Requirements Includes 23% service charge	[redacted] per day	[redacted]	[redacted] days	[redacted]
1006	Rigging Includes 23% service charge	[redacted]	[redacted]	Lot	[redacted]
1007	Wireless High Speed Internet Conference Package Includes 23% service charge	[redacted]	[redacted]	Lot	[redacted]
Total Fixed Price Line Items					**$295,243.50**

Cost Reimbursement Line Items

CLIN	Description	Unit Price	Qty	Unit	Total
1008	Supplemental Services/Incidental Expenses	[redacted]	[redacted]	Lot	[redacted]
Total Cost Reimbursement Line Items					[redacted]
OPTION YEAR ONE TOTAL					**$300,243.50**

Regulatory Information Conference (RIC) Option Year Two: June 1, 2012 through May 31, 2013					
Fixed Price Line Items					
CLIN	**Description**	**Fixed Rate**	**Estimated Qty**	**Unit**	**Total**
2001	Full Day Regulatory Information Conference (RIC) Individual Attendee Fee *Fee to include: general session room, staff offices, breakout space, standard audio visual package, morning and afternoon breaks, use of fitness center, 23% service charge, parking, and dedicated conference services manager	[redacted] per attendee	[redacted] attendees	[redacted] days	[redacted]
2002	Video Conference Fee Includes 23% service charge	[redacted] per day	[redacted]	[redacted] days	[redacted]
2003	Shared IBAHN Connections Includes 23% service charge	[redacted] per day	[redacted]	[redacted] days	[redacted]
2004	Direct Dial Phone Includes 23% service charge	[redacted] per day	[redacted]	[redacted] days	[redacted]
2005	Power Drop for Multiple Extension Cords or Large Power Requirements Includes 23% service charge	[redacted] per day	[redacted]	[redacted] days	[redacted]
2006	Rigging Includes 23% service charge	[redacted]	[redacted]	Lot	[redacted]
2007	Wireless High Speed Internet Conference Package Includes 23% service charge	[redacted]	[redacted]	Lot	[redacted]
Total Fixed Price Line Items					**$295,243.50**
Cost Reimbursement Line Items					
CLIN	**Description**	**Unit Price**	**Qty**	**Unit**	**Total**
2008	Supplemental Services/Incidental Expenses	[redacted]	[redacted]	Lot	[redacted]
Total Cost Reimbursement Line Items					**$5,000.00**
OPTION YEAR ONE TOTAL					**$300,243.50**

GRAND TOTAL --- $900,730.50

B.5 CONSIDERATION AND OBLIGATION-- HYBRID TYPE CONTRACT

1) INDEFINITE QUANTITY LINE ITEMS:

(a) The total estimated amount of this contract (ceiling) for the products/services ordered, delivered, and accepted for line items 0001 – 0007 under this contract is $295,243.50. The Contracting Officer may unilaterally increase this amount as necessary for orders to be placed with the contractor during the contract period provided such orders are within any maximum ordering limitation prescribed under this contract.

(b) The amount presently obligated with respect to this contract for line items 0001 – 0007 is $295,243.50. The Contracting Officer or Project Officer may issue orders for work up to the amount presently obligated. This obligated amount may be unilaterally increased from time to time by the Contracting Officer by written modification to this contract. The obligated amount shall, at no time, exceed the contract ceiling as specified in paragraph (a) above. When and if the amount(s) paid and payable to the Contractor hereunder shall equal the obligated amount, the Contractor shall not be obligated to continue performance of the work unless and until the Contracting Officer shall increase the amount obligated with respect to this contract. Any work undertaken by the Contractor in excess of the obligated amount specified above is done so at the Contractor's sole risk.

2) COST REIMBURSEMENT LINE ITEMS:

(1) The total estimated cost to the Government of the cost reimbursement line items (CLIN 0008) for full performance under this contract is $5,000.00.

(2) The amount obligated by the Government with respect to the cost reimbursement line items (CLIN 0008) under this contract is $5,000.00.

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (JUN 2010)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.-

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

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

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

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

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

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

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

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

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

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

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

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

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.ccr.gov or by calling 1-888-227-2423 or 269-961-5757.

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

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

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

C.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. A delivery order may be defined as an individual registering for the RIC conference (online or in person). Such orders may be issued from the effective date of the contract through the end of the effective period.

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

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

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

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3.000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of $300,243.50;

(2) Any order for a combination of items in excess of $300,243.50; or

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

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

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

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

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

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

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

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

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 three (3) years.

C.7 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

52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.245-1	GOVERNMENT PROPERTY	AUG 2010
52.245-9	USE AND CHARGES	AUG 2010
52.232-18	AVAILABILITY OF FUNDS	APR 1984

(End of Addendum to 52.212-4)

C.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 2010)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

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

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

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

[] (6) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

[] (7) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[] (8) [Reserved]

[] (9)(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.

[] (10)(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.

[X] (11) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

[] (12)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2010) (15 U.S.C. 637(d)(4)).

[] (ii) Alternate I (Oct 2001) of 52.219-9.

[] (iii) Alternate II (Oct 2001) of 52.219-9.

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

[] (13) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

[] (14) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[] (15)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

[] (ii) Alternate I (June 2003) of 52.219-23.

[] (16) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (17) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[] (18) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

[X] (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C 632(a)(2)).

[X] (20) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

[] (21) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

[X] (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

[X] (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

[X] (24) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

[X] (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

[X] (26) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

[X] (27) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[] (28)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

[] (30)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[] (ii) Alternate I (DEC 2007) of 52.223-16.

[] (31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[] (32)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

[] (ii) Alternate I (Jan 2004) of 52.225-3.

[] (iii) Alternate II (Jan 2004) of 52.225-3.

[] (33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

[X] (34) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

[] (36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

[] (37) 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)).

[] (38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[X] (39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

[] (40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

[] (41) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

[] (42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

[] (43)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[] (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class	Monetary Wage-Fringe Benefits

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

[] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[X] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

[X] (8) 52.237-11, Accepting and Dispensing of $1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (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.

(iii) [Reserved]

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

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

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

(vii) [Removed and reserved]

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

C.9 2052.215-71 PROJECT OFFICER AUTHORITY (NOVEMBER 2006)

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

Main Project Officer:

Name: Betsy Oliveto
Address: U.S. Nuclear Regulatory Commission
11555 Rockville Pike
M/S: O-13-D04
Rockville, MD 20850
Telephone Number: (301) 415-1099
Email Address: Besty.Oliveto@nrc.gov

Backup Project Officer:

Name: Lorna Kipfer
Address: U.S. Nuclear Regulatory Commission
11555 Rockville Pike
M/S: O-13-F15M
Rockville, MD 20850
Telephone Number: (301) 415-0462
Email Address: Lorna.Kipfer@nrc.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C.10 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS (MAY 2002)

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States immigration laws and regulations, including employment authorization documents and visa requirements. Each alien employee of

the Contractor must be lawfully admitted for permanent residence as evidenced by Permanent Resident Card Form I-551, or must present other evidence from the U.S. Department of Homeland Security/U.S. Citizenship and Immigration Services that employment will not affect his/her immigration status. The U.S. Citizenship and Immigration Services provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on their website, www.uscis.gov.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

C.11 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006)

(a) The U.S. Nuclear Regulatory Commission (NRC) contractor and its subcontractor are subject to the Whistleblower Employee Protection public law provisions as codified at 42 U.S.C. 5851. NRC contractor(s) and subcontractor(s) shall comply with the requirements of this Whistleblower Employee Protection law, and the implementing regulations of the NRC and the Department of Labor (DOL). See, for example, DOL Procedures on Handling Complaints at 29 C.F.R. Part 24 concerning the employer obligations, prohibited acts, DOL procedures and the requirement for prominent posting of notice of Employee Rights at Appendix A to Part 24.

(b) Under this Whistleblower Employee Protection law, as implemented by regulations, NRC contractor and subcontractor employees are protected from discharge, reprisal, threats, intimidation, coercion, blacklisting or other employment discrimination practices with respect to compensation, terms, conditions or privileges of their employment because the contractor or subcontractor employee(s) has provided notice to the employer, refused to engage in unlawful practices, assisted in proceedings or testified on activities concerning alleged violations of the Atomic Energy Act of 1954 (as amended) and the Energy Reorganization Act of 1974 (as amended).

(c) The contractor shall insert this or the substance of this clause in any subcontracts involving work performed under this contract.

C.12 CONTRACTOR RESPONSIBILITY FOR PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII) (JUN 2009)

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

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

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

(2) Use, Ownership, and Nondisclosure. A contractor may use NRC owned or controlled PII solely for purposes of this contract, and may not collect or use such PII for any purpose outside the contract without the prior written

approval of the NRC Contracting Officer. The contractor must restrict access to such information to only those contractor employees who need the information to perform work under this contract, and must ensure that each such contractor employee (including subcontractors' employees) signs a nondisclosure agreement, in a form suitable to the NRC Contracting Officer, prior to being granted access to the information. The NRC retains sole ownership and rights to its PII. Unless the contract states otherwise, upon completion of the contract, the contractor must turn over all PII in its possession to the NRC, and must certify in writing that it has not retained any NRC owned or controlled PII except as otherwise authorized in writing by the NRC Contracting Officer.

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

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

(5) Legal Demands for Information. If a legal demand is made for NRC owned or controlled PII (such as by subpoena), the contractor must immediately notify the NRC Contracting Officer and the NRC Project Officer. After notification, the NRC will determine whether and to what extent to comply with the legal demand. The Contracting Officer will then notify the contractor in writing of the determination and such notice will indicate the extent of disclosure authorized, if any. The contractor may only release the information specifically demanded with the written permission of the NRC Contracting Officer.

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

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

(8) Remedies:

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

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

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

C.13 PROHIBITON OF FUNDING TO ACORN (NOV 2009)

In accordance with section 163 of the Continuing Appropriations Resolution, 2010, Division B of Public Law No. 111-68 (CR), until further notice, no federal funds may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, or allied organizations. Additional information can be found at: http://www.whitehouse.gov/omb/assets/memoranda_2010/m10-02.pdf

C.14 REDUCING TEXT MESSAGING WHILE DRIVING (OCT 2009)

(a) In accordance with Section 4 of Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving,"(October 1, 2009), the Contractor or Recipient is encouraged to:

(1) Adopt and enforce policies that ban text messaging while driving company-owned or rented vehicles or Government-owned vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government; and

(2) Consider new rules and programs to further the policies described in (a)(1), reevaluate existing programs to prohibit text messaging while driving, and conduct education, awareness, and other outreach programs for employees about the safety risks associated with text messaging while driving. These initiatives should encourage voluntary compliance with the text messaging policy while off duty.

(b) For purposes of complying with the Executive Order:

(1) "Texting" or "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication.

(2) "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light or stop sign, or otherwise. It does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

(c) The Contractor or Recipient shall encourage its subcontractor(s) or sub-recipient(s) to adopt and enforce the policies and initiatives described in this clause.

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION	DATE	PAGES
1	STATEMENT ON WORK	(AUG 2010)	8
2	BILLING INSTRUCTIONS	(JUNE 2008)	2
3	SALES AGREEMENT	(JUNE 2008)	9

ATTACHMENT NO. 1- STATEMENT OF WORK

NAME OF EVENT
Regulatory Information Conference (RIC)

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

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

OBJECTIVE
The objective of this contract is to reserve sleeping rooms and procure conference space for the RIC for either the second or third week of March for the years of 2011, 2012, and 2013.

ANTICIPATED ATTENDANCE
2,000+ attendees per year (on a flow basis)

PROPOSED OFFICIAL MEETING DATES

Year	Dates	
2011	March 8 – 10;	Move-in and out dates: March 6th and March 10th
2012	March 13 – 15;	Move-in and out dates: March 11th and March 15th
2013	March 12 – 14;	Move-in and out dates: March 10th and March 14th

DAY MEETING DATES
The Contractor shall specify the dollar amount of their day meeting package, per attendee charge for conference guests. The day rate shall provide meeting space large enough to seat up to 2,000 attendees at one time in a dedicated general session room, six additional breakout rooms able to hold up to 250 people each theatre style, as well as provide a minimum of 10 other meeting rooms for up to 10-20 people conference style for private meetings, two staff offices, audio/visual (AV) package, morning and afternoon breaks, and should specify the percentage of service charge to be applied.

GUEST ROOM COMMITMENT
The Contractor shall agree to provide and the NRC agrees to be responsible for utilizing a minimum of 625 room nights for year one.

By May 20th of each year, the NRC shall decide whether it will exercise the next option year of the contract. If the next option year will be exercised, the 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 to the guest room commitment, which will coincide with the option year exercise. For proposal purposes, the contractor should assume a minimum of 600 room nights for each year of this contract.

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

GUEST ROOM COMMITMENT
The Contractor shall provide rates for single, double, triple and quad rooms.

Room Type	Single	Double	Triple	Quad
Standard	per Diem	per Diem	per Diem	per Diem

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.

GOVERNMENT RATES
The Contractor shall reserve the right to charge the prevailing United States government prescribed per Diem in effect at the time of the meeting.

CUT-OFF DATE
The Contractor shall identify the calendar date for reservation cut-off for each year. 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.

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 procure sleeping room(s).

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 check-out and will be of limited availability.

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:

- Arrange housing at the nearest equivalent hotel
- Arrange and pay for transportation to the next nearest equivalent hotel
- Pay the first night's room and tax at the next nearest hotel
- Endeavor to provide the Commission attendee and guests holding confirmations with rooms in the hotel the following day
- Pay for one local or long distance call

EARLY DEPARTURE FEE
The Contractor shall include their policy on early departure 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.

PARKING
The Contractor shall provide parking for the duration of the conference.

DEDICATED MEETING SPACE REQUIREMENTS (See Enclosure A)
The Contractor shall provide meeting space in accordance with the dates shown for each calendar year under section "PROPOSED MEETING DATES." It should be noted the NRC will hold its meeting during either the 2nd or 3rd week of March.

The Contractor shall provide meeting space large enough to seat up to 2,000 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 10 other meeting rooms for up to 10-20 people for private meetings.

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

To the greatest extent possible, all meeting rooms, registration, and VIP holding space shall be on the same facility level or adjacent floors.

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

The Contractor shall set the rooms (attendee chairs, head tables, etc.) at least -half an hour prior to the start of each meeting session. Each room shall be "refreshed" and reset, as required during each break in the meeting schedule.

ALL SPACE HOLD

The facility will reserve on a 24-hour hold on the main ballroom space for AV move-in and set-up for two days prior to the official start of each RIC and until 5pm of the day following the conclusion of RIC sessions for move-out. This is generally a Saturday through Friday time period.

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.

EXHIBIT/POSTER SPACE

Exhibits and poster shall be provided.

DEPOSIT WAIVER

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

FOOD AND BEVERAGE:

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

- Morning Break
- Afternoon Break

Each day of the RIC will have a different head count for breaks. 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 set five percent over the guarantee for all functions. All food and beverage leftovers, if found suitable by a local charitable food kitchen, shall be donated to a local charity. The Contractor shall waive service and service/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.

CANCELLATION OF FOOD AND BEVERAGE

The Contractor agrees to waive cancellation of food and beverage costs for the NRC.

AUDIO/VISUAL

Special Requirement: The NRC requires a secure, dedicated T1 line to broadcast its plenary sessions from the conference facility to One White Flint North located in Rockville, MD for dissemination to the NRC's Regional Offices and Satellite Offices.

The NRC shall have the right to select and negotiate separately with any AV supply company it wishes. The Contractor shall cooperate with the NRC's selection; however, the Contractor may bid on the AV portion of the conference outside the meeting package by preparing a proposal that meets the requirements for each plenary and breakout session. For 2011, Sean Grobe, Project Director, Synergy Enterprises, Inc. will issue the Call for Bids, receive the bids, and select the AV company to support the Conference requirements. To be considered, please send your request to the address or e-mail below:

Mr. Sean Grobe, Project Director,
Synergy Enterprises, Inc
8757 Georgia Avenue, Suite 45
Silver Spring, MD 20910
SGrobe@SEIServices.com.

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 an area that will accommodate a total of 10 workstations. The Contractor shall provide five (5) internet hook-ups, with computers, monitors and printers, and desk-height tables/chair. The other five (5) workstations will consist of a bistro table/barstool/laptop.

SUPPLEMENTAL SERVICES

During the course of the conference the NRR Project Managers (PMs) 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 PMs.

HOUSE PHONES

The Contractor shall provide two (2) house phones.

MISCELLANEOUS

The Contractor shall provide pads and pencils and water service in the private meetings rooms. They shall provide easels with flip charts, blackout drapes, water service, trash receptacles, recycling receptacles, chairs, draped tables, draped risers, wheelchair ramps, standing and tabletop lecterns (lighted), and will move facility (sofas, chairs, lamps) furniture to accommodate the VIP lounge at no additional charge.

CONSTRUCTION AND REMODELING

The Contractor agrees to give reasonable and adequate notification to the NRC of any construction or remodeling to be performed in the facility which might interfere with the NRC's RIC program or the agreed upon housing of persons attending. In such an event, the Contractor must provide equal alternate space with the facility for satisfactory conduct of the NRC's program or housing of persons attending. And, upon request of the NRC, shall suspend or minimize construction or remodeling, if necessary, in order to maintain a proper meeting environment.

MEETING REPORT

The Contractor shall provide the NRC a full report of the meeting to the NRR PMs within 30 business days of the conclusion of the conference. This report should included with the invoice and 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 session break, utilization of room services, coffee shops, bars, and any other in-house hotel vendor.

SERVICE GUARANTEE

The Contractor, to the best of its ability, shall provide the following service standard agreement: all function room set-ups including tables, chairs, easels, linens, AV, etc. will be completed 90 minutes prior to the published function start time. China, glass, and flatware will be set, and wait staff in place 15 minutes prior to the start of each food and beverage function. 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.

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 30 business days of NRC receipt of notice of a conflicting booking.

QUIET ENJOYMENT

The Contractor shall be responsible for ensuring that the NRC's use of all function space is free from outside distractions, disturbances and interruptions. Walls should 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 functions rooms that may generate noise sufficient to detract from the NRC's functions. 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 function space is disturbed despite these efforts, upon notice from the NRC, the contractor shall respond immediately to cause such disturbance to cease.

CANCELLATION

By May 30th of each year, the NRC will conduct a yearly review to determine whether the size of the facility still meets the needs of the conference. The NRC may cancel this contract without penalty in the event that attendance at their conference will exceed the capacity of the meeting spaces at the facility, as determined by the yearly review.

The Contractor shall outline for NRC any new future plans to expand the facility affecting either sleeping rooms or meeting space so that NRC may take this information into consideration.

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. If at the time of NRC's site inspection the AAA rating is lower, NRC may, without penalty, terminate the contract.

OTHER REQUIREMENTS

The NRC also requires:

- Hanging of NRC banner in general session
- Staging to be included in the meeting room sets
- Back drapes for plenary sessions
- An additional 100 feet of backdrape at location to be determined
- One (1) hospitality suite, preferably located near the main meeting rooms

AMENDING CONTRACT

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

ATTACHMENT NO. 1, ENCLOSURE A- FUNCTION SPACE

Day	Start Time	End Time	Function Type	Setup	# People	Related Events
Sun.	6:00 AM	11:59 PM	Setup	Special	**	***Ballroom***
	6:00 AM	11:59 PM	Setup	Special	**	***Ballroom***
	6:00 AM	11:59 PM	Setup	Special	**	***Ballroom***
Mon.	6:00 AM	11:59 PM	General Session	Existing	1,200	***Ballroom***
	6:00 AM	11:59 PM	Registration	Registration(Built-in)	**	***Registration***
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing Perm executive set	20	
	6:00 AM	11:59 PM	Holding Room	Existing	1	
	6:00 AM	11:59 PM	Holding Room	Existing	1	
Tue.	6:00 AM	11:59 PM	General Session	Existing	1,200	***Ballroom***
	6:00 AM	11:59 PM	Registration	Registration	**	***Registration***
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	

Day	Start Time	End Time	Function Type	Setup	# People	Related Events
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	20	
	6:00 AM	11:59 PM	Holding Room	Existing	1	
	6:00 AM	11:59 PM	Holding Room	Existing	1	
Wed.	6:00 AM	11:59 PM	General Session	Existing	1,200	***Ballroom***
	6:00 AM	11:59 PM	Registration	Registration	**	***Registration***
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	20	
	6:00 AM	11:59 PM	Holding Room	Existing	1	

Day	Start Time	End Time	Function Type	Setup	# People	Related Events
Thu.	6:00 AM	11:59 PM	General Session	Existing	1,200	***Ballroom***
	6:00 AM	11:59 PM	Registration	Registration	**	***Registration***
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	50	
	6:00 AM	11:59 PM	Breakout	Existing	20	
	6:00 AM	11:59 PM	Holding Room	Existing	1	

ATTACHMENT NO. 2- BILLING INSTRUCTIONS

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

The contractor shall prepare vouchers/invoices as prescribed herein. **FAILURE TO SUBMIT VOUCHERS/INVOICES IN ACCORDANCE WITH THESE INSTRUCTIONS WILL RESULT IN REJECTION OF THE VOUCHER/INVOICE AS IMPROPER.**

Form: Claims shall be submitted on the payee's letterhead, voucher/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."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of $50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of $50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of $50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

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

Frequency: The contractor shall submit a voucher/invoice only after the NRC's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor'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 contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

2. Contract number.

3. Sequential voucher/invoice number.

4. Date of voucher/invoice.

5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at http://www.ccr.gov and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).

6. A description of articles or services, quantity, unit price, and total amount.

7. For contractor acquired property, list each item with an initial acquisition cost of $50,000 or more and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

8. Weight and zone of shipment, if shipped by parcel post.

9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

11. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.