

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NO. NMS-11-001		PAGE 1 OF	
CONTRACT NO.		3. AWARD/EFFECTIVE DATE Sec PJK 31c		4. ORDER NO. NRC-HQ-11-P-02-0065		5. SOLICITATION NUMBER	
FOR SOLICITATION INFORMATION CALL:		a. NAME Valerie Whipple		b. TELEPHONE NO. (No Collect Calls) 301-492-3628		8. OFFER DUE DATE/LOCAL TIME 02-18-2011 12:00 p.m. EST	
ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Valerie Whipple Mail Stop: TWB-01-B10M Washington, DC 20555		CODE 3100		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD			
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	
5. DELIVER TO U.S. Nuclear Regulatory Commission Washington DC 20555		CODE		18. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555			
7a. CONTRACTOR/OFFEROR CONGRESSIONAL HOTEL CORPORATION LEGACY HOTEL AND MEETING CENTRE, THE 1775 ROCKVILLE PIKE ROCKVILLE MD 208521621 TELEPHONE NO.		FACILITY CODE		18a. PAYMENT WILL BE MADE BY 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 <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		Solicitation for Conference Space in accordance with the terms and conditions of this Solicitation and the attached Statement of Work for June 7 and 8, 2011. NRC Project Officer: Brenda DuBose 301-492-3247 NRC Technical Project Manager: Rosemary Reeves 301-492-3156 Legacy Point of Contract: Paula Lopes 301-881-2300 ext 2142 NAICS: 721110 DUNS: 175197151 <small>(Use Reverse and/or Attach Additional Sheets as Necessary)</small>					
						23. UNIT PRICE	
						24. AMOUNT	
5. ACCOUNTING AND APPROPRIATION DATA B&R: 11-50-38-4-149 JC: J5677 BOC: 252A APPN: 31X0200 Funding: \$7,995 PAIMIS: 112305 RPPA: NMS-11-001				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,995.00			
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 52.212-3 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.			
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 ITEMS.			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>Paula Lopes</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Valerie Whipple</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) PAULA LOPES Catering Sales Manager				31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Valerie Whipple Contracting Officer			
30c. DATE SIGNED 2/22/11				31c. DATE SIGNED 2/22/11			

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV 10/2010)
Prescribed by GSA - FAR (48 CFR) 53.217

TEMPLATE - ADMIN

SUNSI REVIEW COMPLETE

FEB 22 2011

ADMIN

SECTION B – CONTINUATION BLOCK

B.1 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is **\$7,995.**

SECTION C – CONTRACT CLAUSES

C.1 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.)

☐ (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.
- ☐ (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).
- ☒ (19) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☒ (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).
- ☒ (22) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (23) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☐ (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).
- ☒ (25) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☐ (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).
- ☐ (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).

☒ (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)).

☒ (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.).

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

[] (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.2 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses 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" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.225-13	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) RESTRICTIONS ON CERTAIN FOREIGN	JUN 2008

52.233-1
52.233-4

**PURCHASES
DISPUTES
APPLICABLE LAW FOR BREACH OF
CONTRACT CLAIM**

JUL 2002
OCT 2004

C.3 SEAT BELTS

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

C.4 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.5 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

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

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

C.6 PROHIBITION 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.7 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

ATTACHMENTS

1 Statement of Work

STATEMENT OF WORK

“FUEL CYCLE INFORMATION EXCHANGE 2011”

A. BACKGROUND

The Office of Nuclear Material Safety and Safeguards (NMSS), Division of Fuel Cycle Safety and Safeguards (FCSS) conducts an annual public meeting on general issues of relevance to the regulation of the Fuel Cycle industry entitled the “Fuel Cycle Information Exchange” or FCIX. The size of the audience has steadily grown each year, with over 240 registered attendees in 2010. FCSS is interested in securing a conference facility for hosting the event in 2011.

B. OBJECTIVE

The objective of this order is to lease a conference room, complete with chairs, tables and audio/video equipment for hosting the NRC FCIX 2011 Conference.

C. PROPOSED DATES

The conference duration is two (2) days. The proposed date for the FCIX 2011 conference is June 7-8, 2011. The schedule would be to commence at 8:00 a.m. and end at 5:00 p.m. each day.

Any services (i.e. conference room space and/or use of equipment) provided by the contractor, prior to receiving authorization from the Contracting Officer is done so at the contractor's sole risk.

D. NUMBER OF ATTENDEES

The maximum number of attendees at the FCIX 2011 is anticipated to be 250 people.

E. ACCOMMODATIONS

The NRC is not making any guarantees on the number of hotel rooms that will be booked by conference attendees and the NRC is not responsible in any way for charges associated with hotel accommodations.

F. CONFERENCE FACILITIES

The conference facility for FCIX 2011 shall accommodate up to 250 people in a single room, with 10 seats maximum between isles. The room shall be arranged for theater-style seating, with a low stage facing multiple rows of seats, with aisle ways as needed. The stage shall include a podium and several tables (with skirting), for seating up to 6 individuals on a panel with three (3) microphones. Refer to the attached room arrangements sketch for additional requirements.

A registration area with 2 tables (skirted) and 4 chairs shall be set up outside the meeting room.

The FCIX does not include lunch. Attendees will be responsible for their own lunch. Food service is not included in this contract.

G. FACILITY LOCATION

To ensure efficiency of the Government and minimize the travel time, the conference facility shall be located close to the NRC Headquarters building in Rockville, MD. Specifically, the facility shall be located along the red line of the Metro rail system, within a 10 minute train ride of the NRC headquarters facility at White Flint, or along Rockville Pike, within a 15 minute ride by shuttle bus from the NRC headquarters buildings at White Flint. If the location of the facility is greater than three blocks from a Metro Station, then shuttle service shall be provided and the cost of such service shall be included. The number and size of shuttle buses shall be sufficient to ensure 100 attendees are transported from the nearest metro station to the facility within 1 hour, especially in the morning.

H. COMMUNICATIONS AND OTHER EQUIPMENT

The NRC Project Officer (i.e., FCIX Coordinator) will provide an NRC-owned laptop with the presentations pre-loaded in Microsoft PowerPoint, or equivalent software. FCIX 2011 will not be webcast or video-recorded; therefore no specialty audio-video or telephone equipment is anticipated to be needed. The contractor shall provide and set-up the following equipment for each day of the conference:

- LCD projector(s), compatible with a laptop PC interface with an USB port for input
- Projection screen(s) of sufficient size to be viewed with ease at the back of the room
- Podium
- 1 microphone mounted on the podium
- 3 tabletop microphones at head table (push-to-talk preferred)
- 1 standing microphone in aisle for audience Q&A
- 1 Splitter for sending the signal from the laptop to 2 LCD projectors, if proposing 2 screens, depending on the room layout.
- Public address system w/speakers of sufficient volume to be heard from any point in the conference room.

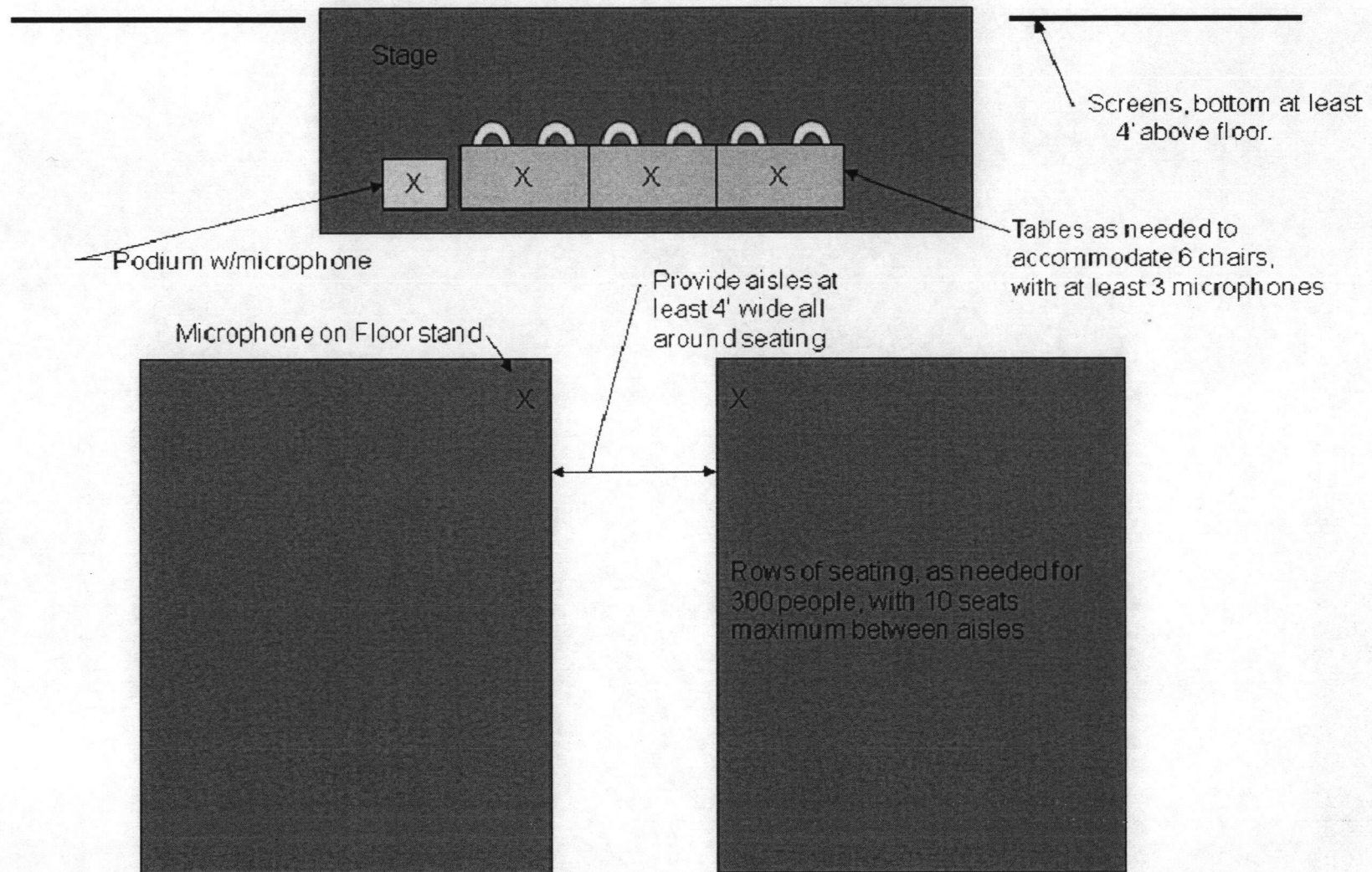
The equipment arrangement shall be approximately as shown in the enclosed sketch, depending on the facility layout. The contractor shall discuss the specific arrangements for the room with the FCIX Coordinator approximately 30 days prior to the conference. The contractor shall perform a pre-conference trial at least 1 week prior to the conference to verify equipment set-up and compatibility.

I. PROJECT OFFICER AUTHORITY

The NRC Project Officer will be the FCIX Coordinator as listed below, or designated alternate.

Rosemary B. Reeves
301-492-3156 – Office
Rosemary.Reeves@NRC.GOV

Room Arrangements for FCIX 2011



X indicates general location of microphones; specific locations to be agreed upon during walk-through.