

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

1 3

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

1. DATE OF ORDER 05-02-2003		2. CONTRACT NO. (if any)		6. SHIP TO:	
3. ORDER NO. DR-10-03-164		4. REQUISITION/REFERENCE NO. ADM-03-164		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Attn: Mr. Dennis Tarner	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div of Contracts Two White Flint North - MS T-7-I-2 Washington, DC 20555				b. STREET ADDRESS Mail Stop 02 G11	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20555	

7. TO:			f. SHIP VIA		
a. NAME OF CONTRACTOR HDO Productions L.P.			8. TYPE OF ORDER		

b. COMPANY NAME Attn: Mr. Schuyler Huyck			<input checked="" type="checkbox"/> a. PURCHASE ORDER Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		
c. STREET ADDRESS 11910 Parklawn Drive			<input type="checkbox"/> b. DELIVERY/TASK ORDER Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY Rockville	e. STATE MD	f. ZIP CODE 20852			

9. ACCOUNTING AND APPROPRIATION DATA Job Code: B1452, B&R No. 34015-511306 BOC: 252A, Fund Source: X0200		\$22,840.00	10. REQUISITIONING OFFICE ADM	
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11. BUSINESS CLASSIFICATION (Check appropriate box(es))

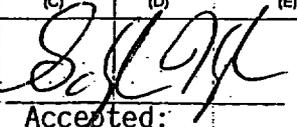
a. SMALL b. OTHER THAN SMALL c. DISADVANTAGED d. WOMEN-OWNED

12. F.O.B. POINT Destination		14. GOVERNMENT BA. NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE See Below		16. DISCOUNT TERMS Net 30	
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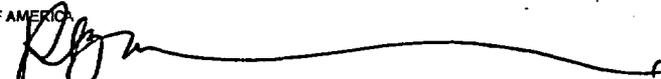
13. PLACE OF		FOR INFORMATION CALL: (No collect calls)					
a. INSPECTION	b. ACCEPTANCE	Mr. Michael Mills (301) 415-6550					

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

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	The Contractor shall provide equipment and services in accordance with the attached Statement of Work, Diagram, and Attachment 1. The Contractor's Terms and Conditions are attached and hereby incorporated as part of this order. Event Dates: June 11, through June 12, 2003.					
1.	Firm-fixed-price for tents, chairs, supplemental lighting, fans, water barrels, miscellaneous items, and professional assistance (Refer to Attachment 1).				\$22,840.00	
2.	Optional ADA Ramp in front with stairs on sides, black astroturf top and sides (Refer to Attachment 1)				\$3,585.00	
3.	Optional OWFN Marquee (Refer to Attachment 1) Option Year 2004				\$1,600.00	
4.	Firm-fixed-price for tents, chairs, supplemental lighting, fans, water barrels, miscellaneous items, and professional assistance (Refer to Attachment 1).				\$22,840.00	

 5/9/03
 Accepted: _____ Date

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		Est. Award
	21. MAIL INVOICE TO:						Amount
	a. NAME U.S. Nuclear Regulatory Commission Division of Contracts						\$59,650.00
	b. STREET ADDRESS (or P.O. Box) Mail Stop T-7-I-2 See attached Billing Instructions						17(f). GRAND TOTAL
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555				Obligated \$22,840.00

22. UNITED STATES OF AMERICA BY (Signature) 		23. NAME (Typed) Robert Webber	
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TITLE: CONTRACTING/ORDERING OFFICER

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

PAGE NO.
3

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

DATE OF ORDER 05-02-2003	CONTRACT NO.	ORDER NO. DR-10-03-164
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ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
5.	Optional ADA Ramp in front with stairs on sides, black astroturf top and sides (Refer to Attachment 1).				\$3,585.00	
6.	Optional OWFN Marquee (Refer to Attachment 1)				\$1,600.00	
	If optional equipment/services are required, the NRC Contracting Officer will notify the Contractor in writing by modification of the purchase order within seven (7) calendar days of the event. Refer to Attachment 2 which incorporates FAR clauses 52.217-6, 52-217-9, and also provides funding information. Addenda: Include propane heaters as optional equipment for 2003 and 2004 events.					
7.	Propane Heating (2003), Refer to Attachment 1				\$1,800.00	
8.	Propane Heating (2004), Refer to Attachment 1 NRC Project Officer: Dennis Tarnor, 301-415-2283; Alternates Cynthia Marcy, 301-415-3133, Don Hall, 301-415-3507, Renea Baily, 301- 415-2265, & Bruce Ridgley 301-415-2161 Contractor point-of-contact: Schuyler Huyck (O) 301-881-8700, 24 hr. Cell No. 240-832-0208				\$1,800.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

Logistical Support for (continued)

unsightly wear or other markings. **Gutters shall be securely installed between tents to prevent water dripping on tent occupants.** The contractor may be asked by NRC to test the performance of the gutters prior to the event by spraying water by hose on the top of the tents. The tents, canopies and siding shall be secured to the optimum level to withstand high winds prevalent in this area. (Note: The Green area where the tent is to be installed rests over an underground parking garage. There is approximately 12" of soil over several feet of styrofoam-type material.)

Any interior tent support poles shall minimize extruding wires or ropes that could trip tent occupants. The Contractor shall allow speakers for sound equipment to be attached to tent support poles and rails as long as such attachment does not damage the poles or affect tent support. The contractor shall also allow NRC to attach stage decorations to the tent poles and rails at the back of the platform, if desired.

The Contractor shall ensure appropriate measures are taken to prevent any damage to the location's landscaping and plants while erecting and disassembling the tent: the Contractor shall be responsible for any damage. The contractor shall not attach tents, canopies or other equipment to trees or buildings. The NRC will mark the Green with the location of the installed underground sprinkler system. The contractor is responsible for any damage to NRC's sprinkler system if the damage occurs within 12 inches of the marked locations.

The Contractor shall be responsible for meeting any federal, county or city code, regulation or licensing requirements in providing these items and services and shall obtain any necessary approvals from the Montgomery County Fire Marshal prior to the meeting. The Contractor shall provide exit signs and any other safety items required to meet codes and regulations. The Contractor shall provide insurance that covers personal injury to occupants.

Following the event, the Contractor shall empty any water barrels used in locations approved by the Project Officer to ensure appropriate drainage.

The tents may be erected beginning the weekend of June 7, 2003 and shall be fully erected and ready for NRC's use by 5:00 p.m., June 9, 2003. The tents shall be disassembled and removed from the premises no later than 5:00 p.m., June 13, 2003. The Contractor's access to the site shall be coordinated and approved by the NRC Project Officer.

2. CHAIRS

The Contractor shall provide 900 folding or stackable white (padded preferred) chairs. The Contractor shall set-up the chairs in accordance with direction provided by the project officer. All chairs shall be set facing the stage, and this shall require most sections to be set diagonally. The chairs shall be white in color, all of one style, clean and dry at the time they are to be used by NRC, and free of any defects, unsightly wear or other markings. The Contractor shall allow the NRC to use any chairs that are unneeded in tent for contingency site set-up in the TWFN building.

The chairs shall be completely arranged and in place by 5:00 p.m. June 9, 2003.

After the event, the chairs shall be removed from NRC's premises no later than 5:00 p.m., June 13, 2003.

3. SUPPLEMENTAL LIGHTING

Logistical Support for (continued)

The Contractor shall provide and install up to 20 portable lighting fixtures at the direction of the NRC Project Officer to fully light the tent to a normal office lighting level. (Note: the NRC will provide the additional lighting needed for the stage.) The contractor shall provide the extension cords which shall be run through the tent frames to the central power outlet boxes designated by the Project Officer which are installed on the sides of the Green. The Contractor shall also provide and install one additional extension cord to be used by the NRC transcription contractor.

All above lighting shall be installed based upon the Project Officer's instructions and be operational by 5:00 P.M. June 9, 2003.

4. FANS

The Contractor shall propose a plan for installation of fans to cool occupants during the events. The plan should include ceiling and pedestal fans and state the type, number, location, and installation of all fans proposed.

All fans shall be in excellent condition and shall operate without any mechanical noise, other than that of air blowing. **All fans shall be installed by the Contractor so that the on-site professional staff can immediately turn each fan off individually if necessary.** Ceiling fans that appear wobbly or unstable should not be proposed. Fans with variable speed settings are desirable.

The fans shall be installed by 5:00 P.M. June 9, 2003

5. PROFESSIONAL ASSISTANCE & CHANGES IN EVENT CONFIGURATION

Two contractor staff persons shall be on hand between 10:00 A.M. and 5:00 P.M. on June 10, 2003 to assist with lighting and other adjustments needed during testing of the sound and video broadcast equipment.

The Contractor shall provide three professional staff persons on-site between 7:30 a.m. and 5:00 p.m. on June 11 and June 12, 2003 to assist NRC with seating arrangement changes, make any needed adjustments to tent, lights, gutters, open and close siding, wipe down chairs using contractor-supplied materials, and, operate fans, as needed. These on-site professional staff shall be immediately available to the NRC Project Officer at all times during these hours.

Throughout the period of performance, the Contractor agrees to provide a full crew onsite at the event location within ninety minutes of notification by the NRC Project Officer to immediately correct any urgent or emergency problems that are identified. The Contractor shall be accessible on-call at all hours during the period of performance (date on-site work begins until after all materials are disassembled and removed).

C. OPTIONAL ITEMS

The contractor shall provide the following optional items when directed by the Contracting Officer via a contract modification.

1. Canopy (Entrance Marquee)

At NRC's option, the Contractor shall erect a canopy from the main tent entrance to the front entrance of the OWFN building. The canopy shall be approximately 10' in width (except for straight

Logistical Support for (continued)

section leading to the OWFN building which shall be approximately 6' in width). The canopy shall be odorless, leak, and fire proof and be free of unsightly wear or other markings. The canopy shall not be attached to the building or concrete pavers. The NRC will notify the Contractor by Noon, June 9, 2003 of its intention to exercise this option. The Contractor shall complete erection of the canopy by 4:00 P.M. on June 10, 2003.

2. Heaters

In case of anticipated cold weather, at NRC's option, the Contractor shall provide propane/electric heaters (or equivalent heaters with the configuration approved by the Project Officer) designed for occupied facility use. The heaters shall be UL approved and have guards that prevent direct contact with open flames. The heaters shall be placed outside the tent with heat conveyed by duct. The NRC will notify the Contractor by Noon, June 9, 2003 of its intention to exercise this option. The heaters shall be in place and operating by 7:30 a.m. on June 11 and June 12, 2003 to ensure the tent is heated prior to full occupancy.

3. Stage

At NRC's option, the contractor will install a stage (platform) with a black surface area, preferably carpeted. The stage shall be 28' x 16' subject to reconfiguration at the Project Officer's direction. The stage shall be approximately 24" in height with stairs equipped with handrails at both sides, black skirting, and side and back rails. Placement of stairs and handrails shall be subject to Project Officer's direction. The stage shall be professionally leveled with no tripping hazards. The NRC will notify the Contractor by June 6, 2003, of its intention to exercise this option. The stage shall be installed by 5:00 P.M. on June 9, 2003.

4. Stage ramp

At NRC's option, the contractor shall install a ramp for disabled access to the stage. The ramp shall meet ADA requirements and be installed at the location specified by the Project Officer. The NRC will notify the Contractor by June 6, 2003, of its intention to exercise this option. The ramp shall be installed by 5:00 P.M. on June 9, 2003.

OPTION YEAR

At NRC's option, the Contractor shall provide the above basic services and optional items in 2004. NRC will notify the Contractor by March 31, 2004 of its intent to exercise the option for that year. At the time the option is exercised, specific event dates will be provided to the Contractor. The events are expected to be scheduled between May 15 and October 15.

STATEMENT OF WORK

LOGISTICAL SUPPORT FOR THE NRC'S ALL-EMPLOYEE MEETINGS AND AWARDS CEREMONIES

A. BACKGROUND

The Nuclear Regulatory Commission (NRC) Commissioners will hold two meetings for all Headquarters employees on **June 11, 2003** followed by an awards ceremony the afternoon of **June 12, 2003**. All set-up work under this agreement shall be completed by **June 9, 2003** as June 10, 2003 is used by the NRC to set-up and test of communications and sound equipment. Both of these events will be held on The Green, an area located between NRC's two Headquarters buildings at 11555 (OWFN Building) and 11545 Rockville Pike (TWFN Building), Rockville, located directly across Marinelli Road from the White Flint Metrorail station.

The NRC requires the Contractor to provide the following logistical support for these events:

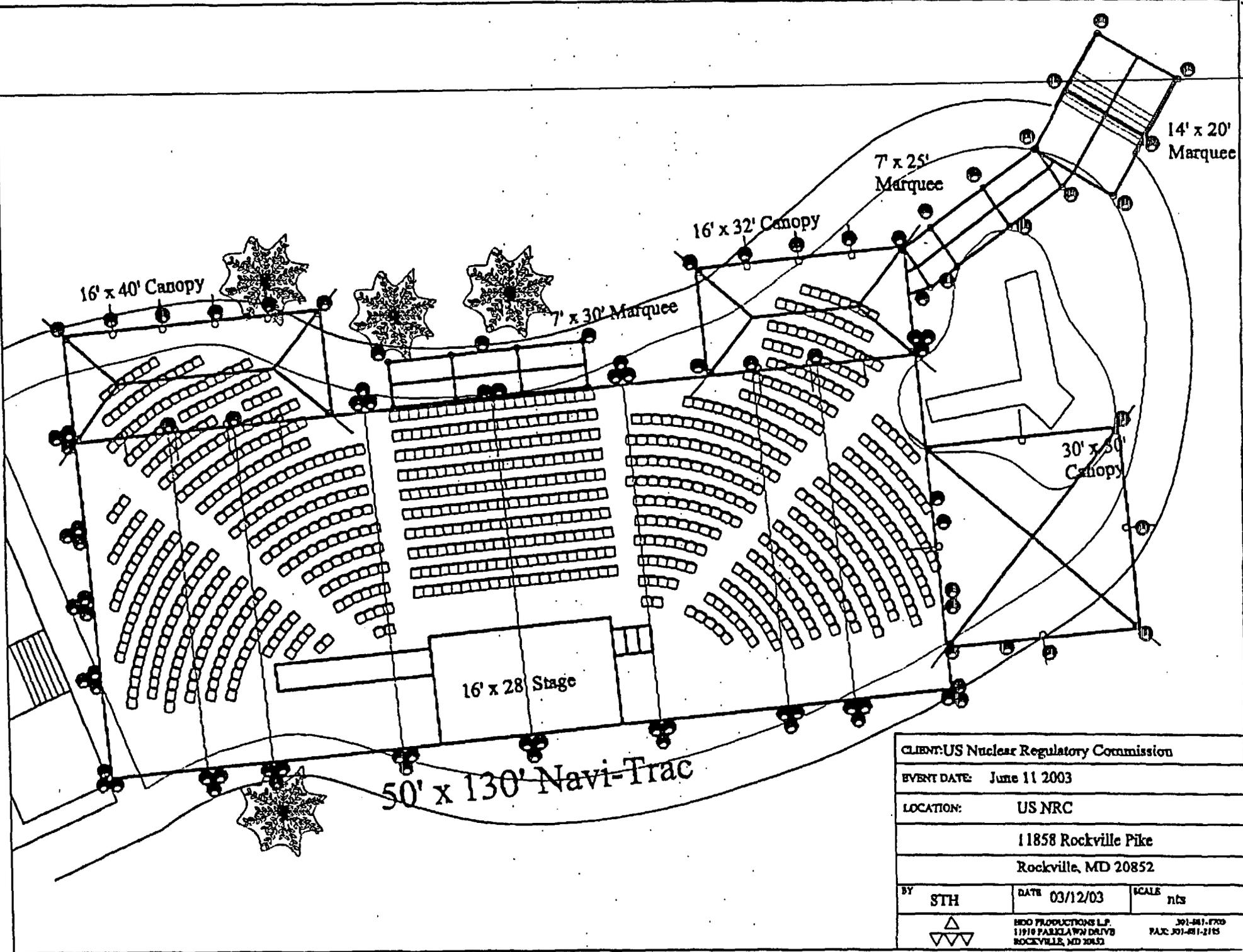
B. BASIC REQUIREMENTS

1. TENTS

The Contractor shall provide a tent or a series of connecting tents to cover 750 or more seated employees, 28' x 16' stage, with space for large aisles, microphones, speakers, two 2' x 5' sound control tables at rear of tent, and a separate communications support area. See the attached diagram of previous set-up (Enclosure 1)¹ (Note: In this diagram there is a large sculpture which is 20' high. The tents must be erected over or around this structure.) The tents shall be completely white (no design) with appropriate height (lowest tent poles raised to approximately 10') to create an open meeting environment. Clear siding shall be installed on all perimeter sides of the tents except for the side facing Rockville Pike. Two layers of opaque white siding shall be installed on the Rockville Pike tents' side. The siding shall be securely installed on all sides to prevent flapping, including areas over vents. The siding shall be adjustable to provide entry/exit and opening/closing for changing weather conditions. The Contractor shall also provide opaque siding in the interior of the tent located by the sculpture, as directed by the Project Officer. This interior siding is used to conceal working communications support staff and equipment.

A canopy (an entrance marquee) shall be erected from the main tent entrance to the TWFN building overhang to protect employees in case of inclement weather. The canopy shall be approximately 10' in width extending to 15'- 20' at the entrance to TWFN to allow additional space for disabled employee entry by ramp. The canopy may not be attached to the building or concrete pavers.

The tents, canopies and siding shall be odorless, leak, weather and fire proof and be free of



CLIENT: US Nuclear Regulatory Commission		
EVENT DATE: June 11 2003		
LOCATION: US NRC		
11858 Rockville Pike		
Rockville, MD 20852		
BY	DATE	SCALE
STH	03/12/03	nts
		HDO PRODUCTIONS LP 11916 PARKLAWN DRIVE ROCKVILLE, MD 20852 301-481-7700 FAX: 301-481-2185



Event Proposal

HDO Productions L.P.

▪ **Equipment and Services**

Tents and Accessories:

QTY.	EQUIPMENT	NOTES	COST
1	50' x 130' White Navi-Trac	On 10' Sides	\$7,250.00
360'	10' Sidewall	White, Double Layered	\$575.00
80'	10' Sidewall	Clear	\$155.00
1	Track & Can Lighting	White	\$750.00
1	20' x 30' Canopy	On 10' Sides	\$725.00
160'	10' Sidewall	White, Double Layered	\$250.00
1	Track & Can Lighting	White	\$165.00
1	16' x 40' White Canopy	On 10' Sides	\$665.00
80'	10' Sidewall	Clear	\$155.00
1	Track & Can Lighting	White	\$165.00
1	16' x 32' White Canopy	On 10' Sides	\$565.00
60'	10' Sidewall	Clear	\$115.00
1	Track & Can Lighting	White	\$250.00
1	7' x 30' Marquee "Sound Bump out"	On 10' Sides	\$375.00
40'	10' Sidewall	Clear	\$150.00
1	7' x 30' Marquee	On 7' Sides	\$255.00
60'	7' Sidewall	Clear	\$125.00
1	14' x 20' Marquee	On 7-10' Sides	\$400.00
40'	Sidewall	Clear	\$75.00
900	White Wood Folding Chairs	Delivery and Setup	\$3,900.00
100	Water Barrel Weights and Covers		\$1500.00
3	HDO Service Technicians	Onsite during Event (3 Days)	\$1,800.00
1	Fan Package	Includes 14- White Ceiling Fans 12- Pedestal Fans	\$2,475.00

Sub-Total\$22,840.00

Optional Equipment and Services

1 Propane Heaters	\$1,800.00
1 16' X 28 Stage 24" High Skirted, includes ADA ramp in front, stairs on sides, black astroturf top and sides.	\$1,600.00
1 OWFN Marquee, includes 1-7' x 215' Marquee, all barrel and concrete anchors and 7' clear sidewall.	\$3,585.00
Sub-Total	\$6,985.00
Total estimated aggregate amount each year	\$29,825.00
Total estimated aggregate amount for the base year and option year period	\$59,650.00

Attachment 2

52.217-6 Option for Increased Quantity (Mar 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within seven (7) calendar days from the date of the event. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

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 of the expiration on this contract; provided, that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 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 provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 2 years.

(End of clause)

Funding:

This purchase order is partially funded in the amount of \$22,840.00. The purchase order may be modified at a future date to add additional funds contingent upon their availability. No legal liability on the part of the NRC may arise for performance beyond the amount of this partial funding. Also, the Contractor shall not be obligated to continue performance beyond the amount of this partial funding unless and until the Contracting Officer increases the amount obligated with respect to this order. The estimated total of this order for a two-year period is \$59,650.00.

TERMS AND CONDITIONS

(APPLICABLE TO OPEN MARKET COMMERCIAL SIMPLIFIED ACQUISITIONS)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available. (Clauses which are not applicable are self-deleting.)

The following terms and conditions apply to this purchase order:

52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS. (Feb 2002)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES FOR EXECUTIVE ORDERS-COMMERCIAL ITEMS (May 2001)

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

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

[Contracting Officer shall check as appropriate.]

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

(2) 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

(4)(i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I to 52.219-5.

(iii) Alternate II to 52.219-5.

(5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

(6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).

(7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

(8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I of 52.219-23.

(9) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

(11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(12) 52.222-26, Equal Opportunity (E.O. 11246).

(13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

(15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

(16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).

(17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

(18) 52.225-1, Buy American Act-Balance of Payments Program-Supplies (41 U.S.C. 10a - 10d).

___ (19)(i) 52.225-3, Buy American Act—North American Free Trade Agreement—Israeli Trade Act—Balance of Payments Program (41 U.S.C. 10a - 10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

___ (ii) Alternate I of 52.225-3.

___ (iii) Alternate II of 52.225-3.

___ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

___ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

___ (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).

___ (24) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (31 U.S.C. 3332).

(25) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (31 U.S.C. 3332).

___ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

___ (28)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

___ (ii) Alternate I of 52.247-64.

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

[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

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

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

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

___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

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

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

(2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);

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

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

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

NRC Acquisition Clauses - 48 CFR 20

2052.209-73 Contractor Organizational Conflict of Interest

Other Applicable Clauses

___ See Addendum for the following in full text (if checked)

- ___ 52.216-18, Ordering
- ___ 52.216-19, Order Limitations
- ___ 52.216-22, Indefinite Quantity
- 52.217-6, Option for Increased Quantity
- ___ 52.217-7, Option for Increased Quantity-- Separately Priced Line Item
- ___ 52.217-8, Option to Extend Services
- ___ 52.217-9, Option to Extend the Term of the Contract

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.

Electronic Payment

The Debt Collection Improvement Act of 1996 requires that all payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. The electronic system is known as Vendor Express. Payment shall be made in accordance with FAR 52.232-33, entitled "Mandatory Information for Electronic Funds Transfer Payment."

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found as an attachment. The

contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. To ensure that adequate payment information will be available to the contractor, the contractor should inform the financial institution that the addendum record must not be stripped from the payment. Further information concerning the addendum is provided on page 2 of the attachment. The ACH Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institution's ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

Once electronic funds transfer is established for payments authorized by NRC, the contractor needs to submit an additional SF 3881 only to report changes to the information supplied.

Questions concerning ACH/Vendor Express should be directed to the Financial Operations staff at (301) 415-7520.

Attachment: SF 3881
(01/2002)

Contractor's
TERMS AND CONDITIONS

1. This is a lease agreement only, and the Equipment shall at all times be the personal property of Lessor, and Lessee shall not sublet, encumber or dispose of the Equipment. The Equipment shall not be removed from the place of installation without the prior written consent of Lessor, Lessee shall return all Equipment to Lessor in the same condition except for ordinary wear and tear.
2. Lessee assumes all risk and liability for the use and operation of the Equipment and for personal injuries and property damage arising from or incidental thereof, including but not limited to loss or damage to the Equipment and any damage to Lessee's premises, including but not limited to lawn, landscaping and sprinkler systems, as a result of Lessee's use of the Equipment Lessor shall not be responsible for any damage to underground cables, pipes or conduits, unless Lessee provides Lessor, prior to installation of the Equipment, a written plan accurately showing the location of all underground items or unless such damage is a result of Lessor's negligent acts. Lessee shall protect, defend, indemnify and save harmless Lessor against any and all claims, demands or causes of action of every kind arising in favor of any person, including but not limited to Lessee, its agents, employees and invitees on account of personal injuries or death, or damage to property, growing out of, incident to or resulting directly from Lessee's performance of this Agreement for any cause whatsoever unless such claims, demands or causes of action arise solely through the negligence of Lessor, its agents and employees. Lessee shall be responsible for any damage to, or loss of, the Equipment from theft or vandalism from the time the Equipment is delivered to Lessee's premises and until the Equipment is dismantled and removed from Lessee's premises provided such damage or loss is not the result of Lessor's negligent acts. Lessor agrees to protect, defend, indemnify and save harmless Lessee against any and all claims, demands or causes of action of every kind resulting from or arising out of Lessor's negligent acts or any of its agents, employees or representatives.
Lessee shall remain liable, however, for loss due to theft or vandalism.
5. Lessee agrees to provide at its expense, sufficient unobstructed space as required by the Lessor for the delivery, installation, dismantlement and removal of the Equipment and readily accessible power outlets of sufficient capacity to safely operate all electrical facilities required by Lessor. Prior to the time fixed as agreed to between the parties for the dismantlement and removal of the Equipment. Lessee shall remove all personal property owned by Lessee and third parties, and if Lessee fails to do so in a timely fashion, Lessor shall not be liable for any damage to, or loss of, such personal property unless such damage or loss is caused by the negligent acts of Lessor, its employees, agents or representatives.
6. Lessor shall deliver and install the Equipment at such reasonable times, decided between the parties, for safety and scheduling, allowing time for Lessee's decoration and other pre-event arrangements. Lessor may rely on and follow any directions whether oral or written of the NRC's Project Officer with respect to any act or acts performed by Lessor in the delivery, installation, dismantlement or removal of the Equipment or the performance of any services called for by this Agreement.

- 8. In the event that Lessee requests any changes in the Equipment of the services to be performed by Lessor, such requests shall be subject to the approval of Lessor, and the lease price shall be adjusted by Lessor to reflect such additions or deletions at Lessor's then prevailing rates. If Lessor is delayed in the performance of its duties hereunder by reason of changes requested by Lessee, or Lessee's failure to perform its obligations hereunder, then Lessee shall be responsible for the additional labor charge incurred by Lessor at the rate of Thirty-Six Dollars (\$36.00) per man hour. If Lessor fails to perform its obligations hereunder lessor shall refund Lessee all monies paid to Lessor.
- 9. This Agreement may be canceled by Lessee only upon delivery of written notice of such cancellation to Lessor. Should Lessee fail to give such written notice of cancellation prior to forty-eight (48) hours before the scheduled delivery date, then Lessee shall be responsible for the full lease price specified in this Agreement.
- 11. If Lessee shall default in the payment of any fees hereunder or otherwise breach any of the terms or conditions hereof, or if any execution or writ or process of law shall be issued in any action against Lessee, whereby the said Equipment might be taken or distrained, or if a proceeding in bankruptcy, receivership or insolvency shall be instituted by or against Lessee or its property, or if Lessee shall enter into any agreement or composition with creditors, or if Lessor shall deem itself insecure, Lessor may take repossession of the Equipment without any court order or any other process of law and may enter upon any premises where the Equipment may be and remove the same upon 48 hours notice to Licensee of its intention to do so, and Lessee shall have such 48 hours to cure any such breach or otherwise.
- 12. No representations, warranties or agreements, oral or written, expressed or implied, have been made by either party hereto with respect to this Agreement or the Equipment rented, except as expressly provided herein. This Agreement, together with schedules from time to time attached hereto, constitutes the entire agreement of the parties hereto. Any changes or modification of this Agreement must be in writing and signed by the duly authorized representatives of the parties hereto except that any agreement between the said parties as to any additional equipment or services needed by Lessee, and the charges therefor, may be made orally by the parties. In the event of any breach of this Agreement by Lessor, Lessee's sole and exclusive remedy, shall be the refund of the lease price paid, or that portion hereof as may represent Lessee's damage. LESSOR SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM LESSOR'S BREACH.
- 13. Lessor's rights and remedies hereunder or by law shall be cumulative, not exclusive and shall be in addition to all of the rights and remedies available to Lessor. Lessor's failure to enforce strictly any provisions of this Agreement shall not be construed as a waiver thereof, or as excusing Lessee from future performance.
- 15. Lessor shall not be responsibly for any delays due to weather, casualty, government regulations, strikes, civil disturbances or other matters beyond the control of Lessor.

Lessee NRE Lessor HDO Productions L.P.
 By [Signature] Date 5/1/03 By [Signature] Date 4/14/03

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

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

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, 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." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

Number of Copies: An original and three copies shall be submitted. Failure to submit all the required copies will result in rejection of the voucher/invoice as improper.

Designated Agency Billing Office: Vouchers/Invoices shall be submitted to the following address:

U.S. Nuclear Regulatory Commission
Division of Contracts - T-7-I-2
Washington, DC 20555-0001

A copy of any invoice which includes a purchase of property valued at the time of purchase at \$5000 or more, shall additionally be sent to:

Chief, Property Management Branch
Division of Facilities and Property Management
Mail Stop - T-7-D-27
Washington, DC 20555-0001

HAND-DELIVERY OF VOUCHERS/INVOICES IS DISCOURAGED AND WILL NOT EXPEDITE PROCESSING BY THE NRC. However, should you choose to deliver vouchers/invoices by hand, including delivery by any express mail service or special delivery service which uses a courier or other person to deliver the vouchers/invoices in person to the NRC, such vouchers/invoices must be addressed to the above Designated Agency Billing Office and will only be accepted at the following location:

U.S. Nuclear Regulatory Commission
One White Flint North - Mail Room
11555 Rockville Pike
Rockville, MD 20852

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED AT OTHER THAN THE ABOVE ADDRESS

Note that the official receipt date for hand-delivered vouchers/invoices will be the date it is received by the official agency billing office in the Division of Contracts.

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

Frequency: The contractor shall submit a voucher or 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. Contract number.
2. Sequential voucher/invoice number.
3. Date of voucher/invoice.
4. Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.
5. Description of articles or services, quantity, unit price, and total amount.
6. For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year 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.
7. Weight and zone of shipment, if shipped by parcel post.
8. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
9. Instructions to consignee to notify the Contracting Officer of receipt of shipment.

10. 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.

Supersession: These instructions supersede any previous billing instructions.

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