

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 2

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

BPA NO.

1 7

1. DATE OF ORDER <b>MAR 12 2007</b>		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. DR-04-07-126		4. REQUISITION REFERENCE NO. 60-80011		a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission	
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Mandy Mauer Mail Stop: T-7-I-2 Washington, DC 20555				b. STREET ADDRESS Attn: Tekia Govan, (301) 415-6197 Mail Stop: T-10-D-20	
7. TO:				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20555	
a. NAME OF CONTRACTOR PARK HYATT BEAVER CREEK RESORT AND SPA HYATT HOTEL				f. SHIP VIA	
b. COMPANY NAME ATTN: KARA SOKOL				8. TYPE OF ORDER	
c. STREET ADDRESS 1 BETHESDA METRO CTR				<input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY	
d. CITY BETHESDA		e. STATE MD	f. ZIP CODE 208145326	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.	
9. ACCOUNTING AND APPROPRIATION DATA B&R: 76015111195 Job Code: 252A SOC: N6431 Appropriation: 31X0200.760 Obligate: 800,607.50 DUNS: 139632616				10. REQUISITIONING OFFICE RES RES/DFERR/IEEB	
11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT Destination	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. EMERGING SMALLBUSINESS				<input type="checkbox"/> g. SERVICE-DISABLED VETERAN-OWNED	
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION		b. ACCEPTANCE		16. DISCOUNT TERMS Net 30	

17. SCHEDULE (See reverse for Rejection)

See CONTINUATION Page

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1	Conference Room (150 occupants) "Theater Style", 6/19/2007 - 6/21/2007				\$12,960.00	
2	Breakout Conference Rooms (30 occupants) "Conference Style", 6/22/2007				\$1,800.00	
3	Laptop Projector with Projection Screen, 6/19/2007 - 6/21/2007				\$2,025.00	
4	Laptop Projector with Projection Screen, 6/22/2007				\$2,025.00	
5	Microphones - (1) for audience, (1) for podium, and (4) for the panel representatives, 6/19/2007 - 6/21/2007				\$1,275.00	
6	Flipcharts, 6/22/2007				\$225.00	
7	Internet / Wireless Internet Connection, 6/19/2007 - 6/22/2007				\$2,000.00	
8	Notepads / Pens (150 people)				\$0.00	
9	Set-up and pre-test of Audio Visual Equipment, 6/19/2007 - 6/21/2007				\$495.00	
10	Discount on Audio Visual Items					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		21. MAIL INVOICE TO:	
a. NAME U.S. Nuclear Regulatory Commission Payment Team, Mail Stop T-9-H-4						17(h) TOTAL (Cont. pages)	
b. STREET ADDRESS (or P.O. Box) Attn: DR-04-07-126							
c. CITY Washington		d. STATE DC	e. ZIP CODE 20555			17(i). GRAND TOTAL	

22. UNITED STATES OF AMERICA  
BY (Signature)

23. NAME (Typed)  
Stephen Pool  
Contracting Officer  
TITLE: CONTRACTING OFFICER

TEMPLATE - ADM001  
ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
PREVIOUS EDITION NOT USABLE

SUNSI REVIEW COMPLETE

OPTIONAL FORM 347 (REV. 4/2006)  
PRESCRIBED BY GSA/FAR 48 CFR 53.213(f)

## STATEMENT OF WORK

Technical Meeting on "Avoiding Common Cause Failure". This meeting is scheduled for June 19-22, 2007 in Bethesda, Maryland.

Dates and Time: Tuesday, 6/19/2007, 8:00am-5:00pm  
Wednesday, 6/20/2007, 8:00am-5:00pm  
Thursday, 6/21/2007, 8:00am-5:00pm  
Friday, 6/22/2007, 8:00am-5:00pm

Meeting Rooms: Tuesday, 6/19/2007 through Thursday, 6/21/2007 from 8:00am-5:00pm, Main Conference Room (150 occupants)

Friday, 6/22/2007, 8:00am-5:00pm, three (3) smaller Conference Rooms (30 occupants) will be needed for a break-out session.

Set-up for Meeting Rooms: Tuesday, 6/19/2007 through Thursday, 6/21/2007, Conference Room should be arranged in "Theater" Style.

Friday, 6/22/2007, Conference Rooms should be arranged in "Conference" Style.

Equipment Requirements:

- 1) 06/19/07 - 06/22/07: Laptop Projector with Projection Screen
- 2) 06/22/2007: Three (3) Laptop Projectors with Projection Screens
- 3) 06/19/07 - 06/21/07: Microphones (1 for audience, 1 for podium, and 4 for the panel representatives, six (6) total)
- 4) 06/22/07: Three (3) Flip Charts
- 5) 06/19/07 - 06/22/07: One (1) Internet / Wireless Internet Connection
- 5) 06/19/07 - 06/22/07: 150 Notepads / 150 Pens

Guest Rooms:

\*We are requesting that guest rooms be made available at the Government rate for our international participants. **ROOM RESERVATIONS WILL BE MADE AND PAID FOR BY EACH INTERNATIONAL PARTICIPANT.**

Monday, 6/18/2007, 40 rooms, single occupancy  
Tuesday, 6/19/2007, 40 rooms, single occupancy  
Wednesday, 6/20/2007, 40 rooms, single occupancy  
Thursday, 6/21/2007, 40 rooms, single occupancy  
Friday, 6/22/2007, 25 rooms, single occupancy

## ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

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### A.1 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
52.222-42	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES	MAY 1989
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	FEB 2006
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
52.237-1	SITE VISIT	APR 1984
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION	APR 1984
52.243-1	CHANGES--FIXED PRICE ALTERNATE I (APR 1984)	AUG 1987

### A.2 52.213-2 INVOICES (APR 1984)

The Contractor's invoices must be submitted before payment can be made. The Contractor will be paid on the basis of the invoice, which must state (a) the starting and ending dates of the subscription delivery, and (b) either that orders have been placed in effect for the addressees required, or that the orders will be placed in effect upon receipt of payment.

52.213-3	NOTICE TO SUPPLIER	APR 1984
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### A.3 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (SEP 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

- (i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).
- (iii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

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

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

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

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (Oct 2003).

(v) 52.233-1, Disputes (Jul 2002).

(vi) 52.244-6, Subcontracts for Commercial Items (Sept 2006).

(vii) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(ii) 52.222-20, Walsh-Healey Public Contracts Act (Dec 1996) (41 U.S.C. 35-45) (Applies to supply contracts over \$10,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iii) 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) (Applies to contracts of \$100,000 or more).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793). (Applies to contracts over \$10,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, United States includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(v) 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) (Applies to contracts of \$100,000 or more).

(vi) 52.222-41, Service Contract Act of 1965, As Amended (July 2005) (41 U.S.C. 351, et seq.) (Applies to service contracts over \$2,500 that are subject to the Service Contract Act and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer continental shelf lands).

(vii) 52.223-5, Pollution Prevention and Right-to-Know Information (Aug 2003) (E.O. 13148) (Applies to services performed on Federal facilities).

(viii) 52.225-1, Buy American Act--Supplies (June 2003) (41 U.S.C. 10a-10d) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition--

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(ix) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the Central Contractor Registration (CCR) database as its source of EFT information.)

(x) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999). (Applies when the payment will be made by EFT and the payment office does not use the CCR database as its source of EFT information.)

(xi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (Sept 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (Feb 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (Nov 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) FAR 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>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only 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. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of 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.

(e) 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.

(f) 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 that 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 that reasonably could have been avoided.

(g) 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.

(h) 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.