

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

1. REQUISITION NO.
10-10-414
4/29/2010

PAGE 1 OF 9

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|---------------------------------------|---|-------------------------------------|------------------------------|----------------------------|
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE JUN 14 2010 | 4. ORDER NO. NRC-DR-10-10-414 | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | b. TELEPHONE NO. (No Collect Calls) | 8. OFFER DUE DATE/LOCAL TIME | |

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| 9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Aaron Alvarado Mail Stop: TWB-01-B10M Washington, DC 20555 | CODE 3100 | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STANDARD: |
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| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS NET 30 | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | 13b. RATING N/A | 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP |
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| 15. DELIVER TO U.S. Nuclear Regulatory Commission Project Officer: JoAnne Thweatt M/S: O2-A13 Washington DC 20555 | CODE | 16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555 | CODE 3100 |
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| 17a. CONTRACTOR/OFFEROR CONGRESSIONAL HOTEL CORP LEGACY HOTEL AND MEETING CENTRE, THE 1775 ROCKVILLE PIKE ROCKVILLE MD 208521621 TELEPHONE NO. 301-881-2300 | CODE D&B:175197151 | 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 | CODE 3100 |
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| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM |
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| 19. ITEM NO. | 20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|--------------|---|--------------|----------|----------------|------------|
| | <p>The Legacy Hotel and Meeting Centre shall provide the U.S. Nuclear Regulatory Commission with " Off-Site Meeting Space for the NRC-RES/ EPRI Fire PRA Workshop" in accordance with the attached price schedule, technical requirements, and terms and conditions.</p> <p>This is a firm-fixed price purchase order.</p> <p>Period of Performance: September 27, 2010 - October 1, 2010</p> <p>NRC Project Officer: JoAnne Thweatt (301)415-0187 Email: JoAnne.Thweatt@nrc.gov</p> <p>Legacy POC: Kylea Williams (240)-283-1119 Email: Kylea.Williams@ihrco.com</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p> | | | | |

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| 25. ACCOUNTING AND APPROPRIATION DATA B&R: 04015-5AE305 JC:X2310 BOC:2320 APPN:X0200 OBLIGATE: \$34,013.60 FFS: ADM10414 | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$34,013.60 |
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| <input type="checkbox"/> 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. |
| <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA | <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED |

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| 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED | 29. AWARD OF CONTRACT: REF. <input checked="" type="checkbox"/> OFFER DATED <input checked="" type="checkbox"/> YOUR OFFER ON SOLICITATION (BLOCK 9), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS: |
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| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Stephen Pool</i> |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Stephen Pool Contracting Officer |
| 30c. DATE SIGNED | 31c. DATE SIGNED 6/14/10 |

A.1 PRICE/COST SCHEDULE

| CLIN | Description | Quantity | Unit | Price | TOTAL |
|-------------------------------|--|----------|--------------------|-------------|---------------------|
| CLIN 0001 | GENERAL SESSION DATES NEEDED: 9/28/2010 & 10/1/2010 (2 days) TIME NEEDED: 8:00am – 12:00pm (9/28) 12:00pm – 5:00pm (10/1) - CAPACITY: 100-120 individuals - SEATING: Theatre A/V - (LCD PACKAGE, EASEL, PRESIDENTIAL STYLE PODIUM W/ MIC, STANDING MIC, 4 CHANNEL MIXER) 22% SERVICE CHARGE | 2 | EA. | \$ 2,854.80 | \$ 5,709.60 |
| CLIN 0002 | BREAK OUT ROOM (HALF DAY) DATES NEEDED: 9/28/2010 & 10/1/2010 (2 days) TIME NEEDED: 12:00pm – 5:00am (9/28) 8:00am – 12:00pm (10/1) - CAPACITY: 20-40 individuals - SEATING: Classroom A/V BREAK OUT ROOM (HALF DAY) FOR 2 DAYS (LCD PACKAGE, FLIP CHART PACKAGE, EASEL, PODIUM) 22% SERVICE CHARGE | 8 | EA. (4 PER DAY) | \$ 1,195.60 | \$ 9,564.80 |
| CLIN 0003 | TIME NEEDED: 8:00am – 5:00pm - CAPACITY: 20-40 individuals - SEATING: Classroom A/V BREAK OUT ROOM (HALF DAY) FOR 2 DAYS (LCD PACKAGE, FLIP CHART PACKAGE, EASEL, PODIUM) 22% SERVICE CHARGE | 12 | EA. (4 PER DAY) | \$ 1,561.60 | \$ 18,739.20 |
| TOTAL FIRM FIXED PRICE | | | | | \$ 34,013.60 |

A.2 TECHNICAL REQUIREMENTS

The Office of Research (RES) requires meeting space starting on September 27, 2010 and ending on October 1, 2010. The number of attendees for each day will be approximately 100 to 120 individuals.

The hotel/conference center shall be near (within 15 miles) the NRC Headquarters located at 11555 Rockville Pike, MD 20852 and within walking distance to a metro stop.

Meeting Dates and Times:

- Dates: September 27, 2010 – October 1, 2010 (5 days)
- Time: 8:00am – 5:00pm

Type of Meeting Rooms (for dates and times noted above):

- One (1) Large Room (for 100-120 individuals w/ theatre style seating)
- Four (4) Breakout Rooms (for 20-40 individuals w/ classroom style seating)

No Meals or Refreshments are Required

Equipment Requirements:

The NRC will utilize its own laptop computer.

- Large Conference Room
 DATES NEEDED: September 28, 2010 & October 1, 2010 (2 days)
 TIME NEEDED: 8:00am – 12:00pm (September 28th)
 12:00pm – 5:00pm (October 1st)
 -One (1) Projection Screen
 -One (1) Podium w/ microphone for speaker
 -One (1) standing microphone for audience
 -One (1) Easel
- Breakout Room #1
 DATES NEEDED: September 27, 2010 – October 1, 2010 (5 days)
 TIME NEEDED: 8:00am – 5:00pm
 -One (1) Projection Screen
 -One (1) Podium
 -One (1) Projector
 -One (1) Flip Chart
 -One (1) Easel
- Breakout Room #2
 DATES NEEDED: September 27, 2010 – October 1, 2010 (5 days)
 TIME NEEDED: 8:00am – 5:00pm
 -One (1) Projection Screen
 -One (1) Podium
 -One (1) Flip Chart
 -One (1) Easel
- Breakout Room #3
 DATES NEEDED: September 27, 2010 – October 1, 2010 (5 days)
 TIME NEEDED: 8:00am – 5:00pm
 -One (1) Projection Screen
 -One (1) Podium
 -One (1) Projector
 -One (1) Flip Chart
 -One (1) Easel
- Breakout Room #4
 DATES NEEDED: September 27, 2010 – October 1, 2010 (5 days)
 TIME NEEDED: 8:00am – 5:00pm
 -One (1) Projection Screen
 -One (1) Podium
 -One (1) Projector
 -One (1) Flip Chart
 -One (1) Easel

A.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (FEB 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 (DEC 2008)(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 (MAR 2009) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

☐ (4) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (MAR 2009) (Pub. L. 111-5).

☐ (5) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).

☐ (6) 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).

☐ (7) [Reserved]

☐ (8)(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.

☐ (9)(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.

☐ (10) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

- ☐ (11)(i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (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.
- ☐ (12) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (13) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (14)(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.
- ☐ (15) 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).
- ☐ (16) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (17) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☒ (18) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).
- ☒ (19) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☐ (20) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (AUG 2009) (E.O. 13126).
- ☐ (21) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☐ (22) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- ☐ (23) 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).
- ☐ (24) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☐ (25) 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).
- ☐ (26) 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.)
- ☐ (27)(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.)
- ☐ (28) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (29)(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.

☐ (30) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (31)(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.

☐ (32) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (33) 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).

☐ (34) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (35) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (36) 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)).

☐ (37) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☒ (38) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☐ (39) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (40) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (41) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (42)(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 (DEC 2008) (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.

A.4 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 |
|----------|---|----------|
| 52.213-3 | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.233-1 | NOTICE TO SUPPLIER | APR 1984 |
| 52.233-4 | DISPUTES | JUL 2002 |
| | APPLICABLE LAW FOR BREACH OF | OCT 2004 |
| | CONTRACT CLAIM | |
| 52.223-6 | DRUG FREE WORKPLACE | MAY 2001 |

A.5 NRC ACQUISITION CLAUSES - (NRCAR) 48 CFR CH. 20

A.6 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.

A.7 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 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.

A.8 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.