

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

1. REQUISITION NO. 02-10-004 App 1472
 5010R009 dte 11/1/09
 PAGE 1 OF

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE **JAN 29 2010** 4. ORDER NO. NRC-DR-10-0055
 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION INFORMATION CALL: a. NAME - Wanda H Brown b. TELEPHONE NO. (No Collect Calls) 301-492-3634 8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: Wanda H Brown Mail Stop: TWB-01-B10M Washington, DC 20555 CODE 3100
 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR: SMALL BUSINESS EMERGING SMALL BUSINESS HUBZONE SMALL BUSINESS SERVICE DISABLED VETERAN-OWNED SMALL BUSINESS (A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS Net 30 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission 11545 Rockville Pike Attn: Rosemary Reeves m/s E2 C40M 301-492-3156 Rockville MD 20852 CODE
 16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Div. of Contracts Mail Stop: TWB-01-B10M Washington, DC 20555 CODE 3100

17a. CONTRACTOR/OFFEROR CODE 070908207 FACILITY CODE
 THI IV BETHESDA LESSEE LLC
 DOUBLETREE HOTEL BETHESDA
 8120 WISCONSIN AVE
 BETHESDA MD 208143624
 TELEPHONE NO. 301-644-7305
 18a. PAYMENT WILL BE MADE BY CODE 3100
 Department of Interior / NBC
 NRCPayments@nbc.gov
 Attn: Fiscal Services Branch - D2770
 7301 W. Mansfield Avenue
 Denver CO 80235-2230

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

18. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	The Double Tree Bethesda Hotel and EMC; located in Bethesda Md. will provide the Nuclear Regulatory Commission (NRC) with a 3 Day Meeting Space and AV Package in accordance with the attached Federal Acquisition Regulations Clauses, and the contractors quote dated 1/15/2010. POC: Jessica Pearson 301-664-7305/jessica.pearson@hilton.com ***See attached Letter of Agreement Contract Accom. for Approx. 50 Guest Per Day Standard Guest Room @ \$226 (Govt Per Diem) 6/28-2010-6/30/2010				
2	**Period of Performance: 6/29/2010-7/1/2010 Conf. Meeting Room/AV Package with additional AV Services to also include (20% service charge of \$1800) for 3 days. 6/29/2010- 7:00am - 7:00pm 6/30/2010- 7:00am - 7:00pm 7/01/2010- 7:00am - 7:00pm Note: Telephone line at \$25 per line plus \$50 for local/long distance @ \$75 per day to be invoiced separately upon usage. **tax exempt certification attached	1		3,990.00	\$3,990.00
		1		3,990.00	\$3,990.00
		1		3,990.00	\$3,990.00
	(Use Reverse and/or Attach Additional Sheets as Necessary)			SUBTOTAL	\$11,970.00

25. ACCOUNTING AND APPROPRIATION DATA B & R 050-15-333-208 JC J5647 BOC 252A Appr# 31x0200
 FFS # 5010R009 Obligate \$11,970.00 26. TOTAL AWARD AMOUNT (For Govt Use Only) \$11,970.00 \$11,970.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE 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. DoubleTree Bethesda OFFER DATED 6/29/2010 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.

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

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Jessica S. Pearson 30c. DATE SIGNED 2/2/10 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Valerie Whipple Contracting Officer 31c. DATE SIGNED 1/29/10

To exempt organizations holding previously-issued exemption certificates

X

The Maryland Revenue Administration Division is re-issuing sales tax exemption certificates to all organizations which continue to qualify. Your organization's new certificate is attached and is valid effective immediately. Previously issued exemption certificates become invalid on October 1, 1997. Vendors are required to charge tax on sales made on or after October 1, 1997, to any organization which does not present a new certificate at the time of sale.

If your organization deals regularly with certain vendors, we suggest that you contact them before October 1, 1997, so that they can verify that your organization has been issued a new certificate.

The re-issuance of these certificates does not change current procedures for claiming resale exclusions by exempt organizations engaged in purchasing tangible personal property for sale. The sales and use tax registration numbers of licensed vendors have not been changed and the validity of blanket resale certificates bearing these numbers is unaffected.

Additional copies of the exemption certificate may be obtained by organizations with more than one location or chapter, or for other demonstrated cause, by contacting the Legal Section by mail at Revenue Administration Center, Annapolis, Maryland 21411-0001.

State of Maryland
Comptroller of the Treasury
Revenue Administration Division
301 W. Preston Street
Baltimore, Maryland 21201-2383

The attached card is your new exemption certificate which is valid upon receipt. Effective October 1, 1997, exemption certificates issued to governmental entities no longer have an expiration date, thus eliminating the need to renew the certificate. Please read the enclosed Tax Tip and the instructions on the back of the card for the proper use of the exemption certificate. If you have any questions regarding the use of this card, please call the Taxpayer Service Section at (410) 767-1300 in Baltimore, toll free 1-800-492-1751 from elsewhere in Maryland, or e-mail at taxhelp@comp.state.md.us.

State of Maryland Comptroller of the Treasury
Sales and Use Tax Exemption Certificate

Account Number	Expiration Date
30005004	Governmental
Name	No Expiration Date

U.S. Nuclear Regulatory Commission
ON
MNBB11-104
Washington, DC 20555

PLEASE LAMINATE THIS CARD TO EXTEND ITS LIFE

This exemption certificate authorizes the organization listed on the face of this card to purchase tax-free tangible personal property and services which will be used in carrying out its work. This certificate is not transferrable and may not be used to make exempt purchases of items used primarily to conduct an unrelated trade or business or items for the personal use of officials, members or employees of the organization. Misuse of this certificate shall be cause for revocation and possible legal action.

Notice to vendors: The name and certificate number of the organization must be entered on your record of each sale. If you have any questions regarding the use of this certificate, please contact the Taxpayer Service Section at (410) 767-1300 in Baltimore, or toll-free 1-800-492-1751 from elsewhere in Maryland, or write to the Revenue Administration Division, 301 W. Preston Street, Baltimore, Maryland 21201-2383.

97 AUG 25 PM 2:29

NAE/EOS

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$11,970.00.

A.3 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAR 2009)

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

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

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

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

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

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

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

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

(g) Invoice:

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

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, contract line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) Payment.-

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

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

(1) The schedule of supplies/services.

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

(3) The clause at 52.212-5.

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

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments

(9) The specification.

(t) Central Contractor Registration (CCR).

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

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

responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

A.4 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.5 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.6 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.

DOUBLETREE HOTEL & EXECUTIVE MEETING CENTER BETHESDA

8120 Wisconsin Avenue, Bethesda, MD 20814

(301) 652-2000 Phone (301) 664-7317 Fax

(800) 222-TREE Reservations

<http://www.doubletreebethesda.com/>

LETTER OF AGREEMENT

The following contract will act as a binding agreement between the *Doubletree Hotel Bethesda* and *Nuclear Regulatory Commission*.

Group: Nuclear Regulatory Commission

Address: 11545 Rockville Pike
Rockville, MD 20852

Telephone: 301-492- 3634

Contact: Wanda M. Brown --Contract Specialist

Event: Fuel Cycle Information Exchange Meeting

Date: Monday, June 28, 2010 - Thursday, July 1, 2010

SLEEPING ROOM COMMITMENT

The Hotel will provide 150 "Total Room Nights" as follows:

	Mon 06/28	Tue 06/29	Wed 06/30
Run of House	50	50	50

At the following rates per night:

Room	Single Rate
Run of House	226.00

The Doubletree Hotel Bethesda room rates are subject to state and local taxes (if applicable). Currently state and local taxes are 13%. The Nuclear Regulatory Commission are exempt from state and local taxes (see Purchase Order)

Meeting Requirements: Function space has been set aside according to the following program:

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
6/29/2010	8:00 AM	11:00 PM	Meeting Package	TBD	Other	300	\$3,000.00
6/30/2010	8:00 AM	11:00 PM	Meeting Package	TBD	Other	300	\$3,000.00
7/1/2010	8:00 AM	11:00 PM	Meeting Package	TBD	Other	300	\$3,000.00

With Payment of the \$3,000.00 room rental, per day, over the above dates, the Nuclear Regulatory Commission with also be provided

- A stage with table and chair seating for six (6) people, and for every two people one (1) microphona, making a total of three (3) microphones. Also on the stage, a podium with microphone
- One (1) DS 3 Internet Line for Presenter
- Two (2) LCD Projectors and Screens
- Two (2) Standing Floor Microphones

5. If it is necessary for you to ship materials to the Hotel, it is imperative that you observe the following instructions to ensure proper handling of your meeting materials. Each item should be clearly marked with the following:
 - A. Organization name & name of the meeting planner
 - B. Date of the event
 - C. The name of your Hotel Catering contact

Boxes, packages and display materials will be accepted no earlier than three days prior to your scheduled event. Any packages received or left for more than two (2) days, before or after pre-approved dates, are subject to additional rental storage and handling charges starting at \$300.00 per day to a maximum of \$1,000.00 per day. Please advise your Catering Manager of any special arrangements or requirements concerning your materials. In addition, a \$25.00 labor charge will be assessed if the Hotel's assistance is required in moving items to storage areas. Hotel personnel will not assist in unloading parcels from any non-hotel owned vehicles. The Hotel should be advised of any items over 100 pounds that will be displayed in any function room.

6. Telephones are available for \$75.00 per line. That includes a telephone (not Polycom) and local and long distance phone calls up to \$50.00. A Polycom conference phone is \$125.00 and includes local and long distance up to \$50.00.

Guest Parking:

With the purchase of the meeting room at \$3,000.00 per day parking, based on the availability of the DoubleTree Bethesda's garage, parking will be complimentary to the attendees of this meeting.

Billing Procedures:

If you request direct bill privileges for the master account, please complete the enclosed Direct Bill Application and return it with your signed contract for approval. Direct billed accounts are payable upon receipt.

If you have a Direct Bill account set-up with The Doubletree Hotel Bethesda, Payment must be made 30 days after receipt of the hotel bill or late charges will apply. Balance of payment to be direct billed pending credit approval.

Nuclear Regulatory Commission shall pay all invoices in accordance with the Prompt Payment Act (30 days after receipt of proper invoice).

Cancellation Policy

To cancel this definite agreement, the Hotel must be advised in writing. The percentage of estimated revenue will be based on \$9,000.00, plus service charge and tax. The cancellation fee will be as follows:

Date Notified to Arrival	Percentage of Estimated Revenue
0-15 Days	100%
16-90 Days	80%
91-180 Days	60%
181-365 Days	40%

These amounts shall constitute full settlement for non-performance of this agreement.

Client's Initials *Vuu*

Impossibility

The performance of this agreement by either party is subject to acts of God, government regulations, disaster, civil disorder, or other emergencies making it inadvisable or impossible to hold the contracted terms of this agreement. It is proved that this agreement may only be terminated by one or more of these reasons by written notice from one party to the other.

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ADDITIONAL A/V Requests

- Each Lavalier Microphone's cost is \$65.00 per day
- Each Splitter's cost is \$150.00 per day
- One Telephone line's cost is \$25 per day with up to \$50 of local and long distance calls at a total cost of \$75.00 per day. Note: To be invoiced separately upon usage
- Each Polycom's cost is \$175.00 per day

RESERVATION METHOD

Reservations will be made by Individuals.

If your guests are responsible for making their own reservations they must call the hotel directly at 301-652-2000 or 800-222-TREE. In order for them to receive the group rate they will need to request **Fuel Cycle Information Exchange Meeting** group rate.

The reservation cut off date is **Friday May 28th, 2011**. Any reservations received after the cut off date will be accepted on a space or rate available basis. After this date, all unused rooms will be released for general sale unless guaranteed by **Nuclear Regulatory Commission**. The check-in time is 4 p.m. and checkout time is Noon. Hotel will accommodate any early arrivals on a space available basis.

BILLING ARRANGEMENTS

The following billing arrangements apply:

- Guest Room Rates and Tax will be charged to the Individuals (if applicable).
- Incidentals will be charged to the Individuals

Function Room Arrangements

Function rooms are assigned according to the anticipated number of guests. If there are fluctuations in the number of attendees, the Hotel reserves the right to reassign the banquet function room. The Hotel reserves the right to charge an additional service fee for set-up of meeting rooms with extraordinary requirements. A \$150.00 room set up fee will be applied to banquet/meeting check for any "last minute" request or change a room set-up. All request made within 24 hours prior to function will be charged.

No other DoubleTree Functions will be scheduled in the meeting space, being used for the Fuel Cycle Exchange Meeting, from June 29th, 2010 at 7:00am until July 1st, 2010 at 7:00pm. The group Contact for the Fuel Cycle Exchange Meeting, as well as hotel key personnel, will be the only ones to have key access, to this Function Space, between these times.

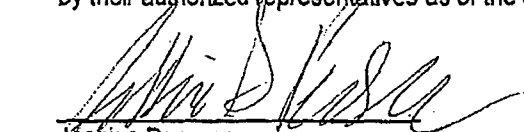
General Information

1. The **Doubletree Hotel Bethesda** reserves the right to inspect and control all private functions. Liability for damage to the premises will be charged accordingly. The Hotel cannot assume responsibility for personal property and equipment brought onto the premises.
2. A 20% service charge will be applied on all Banquet Expenditures including room rental. Client's Initials JWS
3. All Food and Beverage must be supplied, prepared and dispensed by the Hotel. N/A Client's Initials JWS
4. The **Doubletree Hotel Bethesda** is the official provider of audio visual equipment. The **Doubletree Hotel Bethesda** provides a complete line of audio visual rental equipment as well as installation, dismantle, operator and coordination of audio visual services for meetings and events. All other outside audio visual companies as well as groups providing their own audio visual equipment will be charged a 10% maintenance fee of The **Doubletree Hotel Bethesda** listed prices to cover the cost of labor, on-site support, set-up and electrical requirements.

Acceptance

Please sign and return a copy of this Agreement by Friday, February 5th, 2010. This Agreement and the Agency's Purchase order terms and conditions, FAR Clauses and applicable Federal law will govern the acquisition and cannot be superseded by solely the hotel Proposal/Agreement Terms. The individual executing this Agreement expressly represents that he/she is over twenty-one years of age and that he/she is authorized on behalf of said, **Nuclear Regulatory Commission** to execute this agreement. Where the organization, **Nuclear Regulatory Commission**, is a corporation, an unincorporated association, partnership, political, social, or private group or other legal entity, this Agreement shall be binding on such legal entity. If this Agreement is not received by the date above, all function space referred to herein will be released, and neither party will have any further obligations under this Agreement.

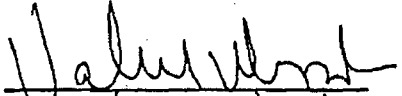
Doubletree Hotel Bethesda and **Nuclear Regulatory Commission** have agreed to and have executed this agreement by their authorized representatives as of the dates indicated below.



Jessica Pearson
Sales Manager
Doubletree Hotel Bethesda

2/2/10

Date



Name: Valerie Whipple
Title: Contracting officer
Nuclear Regulatory Commission

1/29/10

Date