

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

1. REQUISITION NO.
33-10-386

PAGE 1 OF 9

| | | | | |
|-----------------|--------------------------------------|--------------------------------|------------------------|----------------------------|
| 2. CONTRACT NO. | 3. AWARD/EFFECTIVE DATE 8/24/2010 | 4. ORDER NO. NRC-DR-10-0184 | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE |
|-----------------|--------------------------------------|--------------------------------|------------------------|----------------------------|

| | | | |
|---------------------------------------|-----------------------|---|------------------------------|
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME Jim Leedom | b. TELEPHONE NO. (No Collect Calls) 315-405-8102 | 8. OFFER DUE DATE/LOCAL TIME |
|---------------------------------------|-----------------------|---|------------------------------|

| | | |
|---|-----------|--|
| 9. ISSUED BY U.S. Nuclear Regulatory Commission Div. of Contracts Attn: James Leedom Mail Stop: TWB-01-B10M Washington, DC 20555 | CODE 3100 | 10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 721110 SIZE STANDARD: \$7,000,000.00 |
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| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS | 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"/> RFO <input type="checkbox"/> IFB <input type="checkbox"/> RFP |
|--|--------------------|---|--------------------|--|

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| 15. DELIVER TO U.S. Nuclear Regulatory Commission Attn: Anthony Briggs Mail Stop: O-3-H-10 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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| CONTRACTOR/OFFEROR CODE 042698084 FACILITY CODE HILTON HOTEL ROCKVILLE 1750 ROCKVILLE PIKE ROCKVILLE MD 208521658 TELEPHONE NO. 410-326-6311 | 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 purpose of this Firm Fixed Price Purchase Order is to supply the NRC's Office of Small Business and Civil Rights with meeting space, audio-visual equipment and webstreaming services for their "Quarterly Business Seminars." The meetings shall take place on September 2, 2010 and December 2, 2010. Refer to the attached Statement of Work (SOW) for details.</p> <p>NRC POC: Anthony Briggs, phone: 301-415-8506 & e-mail: Anthony.Briggs@nrc.gov.</p> <p>Hilton POC: Mike Zimmerman, phone: 301-230-6729 & e-mail: Michael.Zimmerman@hilton.com.</p> <p>The current ceiling of this purchase order is \$12,177.00. If the NRC exercises optional line item (004) the total ceiling of the purchase order shall be \$17,097.00.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p> | | | | |

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| 25. ACCOUNTING AND APPROPRIATION DATA See page two (2) for Accounting and Appropriation Data DUNS# 803047484 | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$12,177.00 |
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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. |
| <input type="checkbox"/> 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 | |
| <input checked="" type="checkbox"/> 29. AWARD OF CONTRACT REF. Hilton OFFER DATED 08/10/2010 YOUR OFFER ON SOLICITATION (BLOCK 5), 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) James Leedom |
| 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) | 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) James Leedom Contracting Officer |
| 30c. DATE SIGNED | 31c. DATE SIGNED 8/24/2010 |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | Accounting and Appropriation Data: FFS# 10070765 010-15-5F1-340 J1275 252A 31X0200.010 Obligate \$10,000.00 FFS# RQSBC10342 07P-15-5C1-320 D1214 252A 31X0200 Obligate \$2,177.00 | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED
☐ INSPECTED
☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| | | | | |
|--|------------------------|---------------------------------|---|-----------------------|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE Anthony Briggs | |
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE U.S. Nuclear Regulatory Commission 11555 Rockville Pike Mail Stop: O-3-H-8 Rockville MD 20852 | | | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 301-415-8506 | |
| | | | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE Anthony.Briggs@nrc.gov | |
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |
| 38. S/R ACCOUNT NUMBER | 39. S/R VOUCHER NUMBER | 40. PAID BY | | |
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | | 42a. RECEIVED BY (Print) | | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 42b. RECEIVED AT (Location) | | |
| 41c. DATE | | 42c. DATE REC'D (YY/MM/DD) | | 42d. TOTAL CONTAINERS |

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.2 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, 9-53 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 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.3 52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice

to the Contractor within 3 weeks of the meeting. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

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 |
|----------|---|----------|
| | FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) | |
| 52.204-7 | CENTRAL CONTRACTOR REGISTRATION | APR 2008 |
| 52.212-4 | CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS | MAR 2009 |
| 52.233-1 | DISPUTES | JUL 2002 |
| 52.233-4 | APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM | OCT 2004 |

A.5 NRC Acquisition Clauses - (NRCAR) 48 CFR Ch. 20

A.6 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988)

The firm fixed price of this contract is \$12,177.00.

A.7 DURATION OF CONTRACT PERIOD (MAR 1987)

This contract shall commence on September 2, 2010 and will expire December 2, 2010.

A.8 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.9 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.

| ATTACHMENT NUMBER | TITLE | DATE | NO PAGES |
|----------------------|------------------------|------|-------------|
| 001 | Price Schedule | | 3 |
| 002 | Statement of Work | | 3 |
| 003 | Hilton Sales Agreement | | 4 |

**NRC Small Business and Civil Rights
Price Schedule**

The offeror shall fill out the below price schedule for each requirement. The NRC intends to award a firm fixed price purchase order. All requirements tie back to the Statement of Work (SOW).

Meeting #1

Meeting Date: September 2, 2010

Meeting Time: 8:00am – 2:00pm

Description – Conference Rooms (Task No. 1)

Total Price

- | | | |
|-----|---|-------------------|
| 001 | One Main Conference Room | <u>\$1,350.00</u> |
| | <ul style="list-style-type: none">o see above for date and timeo shall accommodate 220 individualso shall be in amphitheater styleo shall contain 2 skirted tables at head of the room with four (4) chairs for speakerso shall include water service, complimentary parking and directional signs posted in the hotel lobbyo include any labor requirements | |

Description – AV and Conference Equipment (Task No. 2)

- | | | |
|-----|--|-------------------|
| 002 | Main Conference Room | <u>\$1,600.00</u> |
| | <ul style="list-style-type: none">o date: September 2, 2010o time: 8:00am – 2:00pmo 220 chairs for attendeeso Two (2) skirted tables at head of the room with four (4) chairs for speakerso Two (2) skirted registration tables outside of meeting roomo Three (3) easels for signageo One (1) LCD Projector with power strip for laptop computero One (1) LCD Support Package (cabling, power cords, etc)o One (1) 10' x 10' Screeno One (1) large podium with a wireless hand held microphone that is large enough to accommodate a laptop computer (standard size) and a sheet of 8 x 11 papero Two (2) power strips (other than the one included with LCD projector)o Two (2) standing microphones with stando Wired interneto Audio/Visual jacko 6 channel audio mixero Webcast and Webstreaming capability (Task No. 3)o Telephone interface for conference call outside lineo Three (3) internet portso Labor to set-up, take down and troubleshoot all equipment throughout the meeting. | |

Description – Webcast and Webstreaming Support Services (Task No. 3)

- | | | |
|-----|--|-------------------|
| 003 | Webcast and Webstreaming | <u>\$4,000.00</u> |
| | <ul style="list-style-type: none">o date: September 2, 2010o time: 8:00am – 2:00pmo 768 Kbps, H.320, H.323 Standards Based Codeco PTZ Camera with 4 pre-set camera positiono Any required camera and/or scan converter packageso Equipment installation/testing, a minimum one day prior to evento De-installation of equipmento On-site technical support during event | |

- o Installation of 3 ISDN BRI lines
- o On-site technical support and testing of ISDN lines
- o NRC shall provide a phone number for the hotel to dial into and provide the VTC signal to the agency. The agency shall webstream the signal.
- o Pricing shall include all necessary cameras, video conference codecs, support equipment, connections, labor, etc. needed to provide the service.

Description – Service Charges

004 The total cost off all applicable service charges. \$1,598.50

- o -Applicable service charge: 23%
- o -The NRC is tax exempt.

Total firm fixed price for September 2, 2010 \$8,548.50

Meeting #2

Meeting Date: December 2, 2010
Meeting Time: 8:00am – 2:00pm

Description – Conference Rooms (Task No. 1)

Total Price

001 One Main Conference Room \$1,350.00

- o see above for date and time
- o shall accommodate 220 individuals
- o shall be in amphitheater style
- o shall contain 2 skirted tables at head of the room with four (4) chairs for speakers
- o shall include water service, complimentary parking and directional signs posted in the hotel lobby
- o include any labor requirements

Description – AV and Conference Equipment (Task No. 2)

002 Main Conference Room \$1,600.00

- o date: December 2, 2010
- o time: 8:00am – 2:00pm
- o 220 chairs for attendees
- o Two (2) skirted tables at head of the room with four (4) chairs for speakers
- o Two (2) skirted registration tables outside of meeting room
- o Three (3) easels for signage
- o One (1) LCD Projector with power strip for laptop computer
- o One (1) LCD Support Package (cabling, power cords, etc)
- o One (1) 10' x 10' Screen
- o One (1) large podium with a wireless hand held microphone that is large enough to accommodate a laptop computer (standard size) and a sheet of 8 x 11 paper
- o Two (2) power strips (other than the one included with LCD projector)
- o Two (2) standing microphones with stand
- o Wired internet
- o Audio/Visual jack
- o 6 channel audio mixer
- o Webcast and Webstreaming capability (Task No. 3)
- o Telephone interface for conference call outside line
- o Three (3) internet ports
- o Labor to set-up, take down and troubleshoot all equipment throughout the meeting.

| | | |
|-----|--|-----------------|
| 003 | The total cost off all applicable service charges. | <u>\$678.50</u> |
| | o -Applicable service charge: 23% | |
| | o -The NRC is tax exempt. | |

| | |
|--|-------------------|
| Total firm fixed price for December 2, 2010 w/o Webstreaming | <u>\$3,628.50</u> |
|--|-------------------|

Description – Webcast and Webstreaming Support Services (Task No. 3) (OPTIONAL LINE ITEM)

| | | |
|-----|---|-------------------|
| 004 | Webcast and Webstreaming | <u>\$4,000.00</u> |
| | <ul style="list-style-type: none"> o date: December 2, 2010 o time: 8:00am – 2:00pm o The NRC shall notify the hotel at least 3 weeks in advance whether the agency requires webcasting services. The optional line item services shall be exercised via modification to the purchase order. o 768 Kbps, H.320, H.323 Standards Based Codec o PTZ Camera with 4 pre-set camera position o Any required camera and/or scan converter packages o Equipment installation/testing, a minimum one day prior to event o De-installation of equipment o On-site technical support during event o Installation of 3 ISDN BRI lines o On-site technical support and testing of ISDN lines o NRC shall provide a phone number for the hotel to dial into and provide the VTC signal to the agency. The agency shall webstream the signal. o Pricing shall include all necessary cameras, video conference codecs, support equipment, connections, labor, etc. needed to provide the service. | |

Description – Service Charges

| | | |
|-----|--|-----------------|
| 005 | The total cost off all applicable service charges. | <u>\$920.00</u> |
| | o -Applicable service charge: 23% | |
| | o -The NRC is tax exempt. | |

| | |
|--|--------------------------|
| Total firm fixed price for December 2, 2010 w/ Webstreaming | <u>\$8,548.50</u> |
|--|--------------------------|

**STATEMENT OF WORK
CONFERENCE SPACE AND AUDIOVISUAL EQUIPMENT FOR
NRC "QUARTERLY BUSINESS SEMINAR"**

1.0 BACKGROUND

Every quarter, the U.S. Nuclear Regulatory Commission (NRC) Small Business Program hosts a business seminar that provides information about the agency's mission; its small business and acquisition programs; its technical program operations; its legal perspective on contracting with the agency; and future prime and subcontract opportunities. The NRC "Quarterly Business Seminar" (Seminar) also affords business and agency networking opportunities.

The Seminar, held on the first Thursday of every quarter, targets the business community, both small businesses, including those small businesses owned by the disadvantaged, women, veterans, service-disabled veterans and those located in Historically Underutilized Business Zones, as well as large, educational, and nonprofit organizations. The Seminar is designed to provide a forum to discover the marketplace and facilitate matching business capability with agency product and/or service needs. The event also supports the agency's Small Business Procurement Scorecard Strategic Plan, which charges the agency with affording the maximum practicable opportunities for small businesses. Finally, the Seminar fulfills the agency's Small Business Procurement Scorecard Strategic Plan's commitment to: conduct "outreach" as well as counsel, train and assist the business community; and assist the agency in meeting small business prime and subcontract goals and objectives.

2.0 OBJECTIVES

The objective of this contract is to obtain conference room space and supplies, audiovisual and conference support equipment, and Web streaming support services to support the Seminar.

3.0 DATES AND TIMES FOR PERFORMANCE

| | |
|-------------------|-----------------------|
| <u>Date:</u> | <u>Time:</u> |
| September 2, 2010 | 8:00 a.m. – 2:00 p.m. |
| December 2, 2010 | 8:00 a.m. – 2:00 p.m. |

4.0 SCOPE OF WORK

The contractor shall provide: 1) conference room space, 2) audiovisual and conference equipment with onsite support services, and 3) Webcast and Web streaming support services (optional task) with onsite support services. The contractor is responsible for assigning staff, subcontractors, or specialists who have the required educational background, work experience, or a combination thereof to meet the objectives of the effort specified in this statement of work (SOW). NRC will rely on representations made by the contractor concerning the qualifications of the personnel assigned, including assurance that all of the information contained in the technical and cost proposal, are accurate and truthful.

Task No. 1: Conference Room Space and Supplies

A space that can accommodate at least 220 individuals and the audiovisual equipment listed in Task No. 2. The conference room space shall be setup amphitheater style with no obstructions blocking the view of any attendees or participants. The conference room attendance shall include onsite support for the following:

- 1) Water service
- 2) Complimentary parking for attendees
- 3) Directional signs posted in hotel lobby

Task No. 2: Audiovisual and Conference Equipment with onsite support services

The following audiovisual and conference equipment will be made available for each day of the Seminar along with onsite support for the following:

- 1) 220 chairs for attendees
- 2) Two (2) skirted tables at the head of the room with four (4) chairs for speakers
- 3) Two (2) skirted registration tables outside of the meeting room
- 4) Three (3) easels for signage
- 5) One (1) LCD Projector with Powerstrip for laptop computer
- 6) One (1) LCD support package
- 7) One (1) 10' x 10' Screen
- 8) One (1) Large Podium with a Wireless Hand Held Microphone that is large enough to accommodate a laptop computer (standard size) and a sheet of 8x11 paper
- 9) Two (2) Powerstrips (other than the one included with the LCD Projector)
- 10) Two (2) Standing Microphones with stand
- 11) Wired Internet
- 12) Audio/Visual jack
- 13) 6 channel audio mixer
- 14) Webcast and Web Stream capability
- 15) Telephone interface for conference call outside line
- 16) Three (3) internet ports

Task No. 3: Webcast and Webstreaming Support Services (Optional Task)

The contractor shall provide, as an optional task, the following Webcast and Web Streaming support services to permit Webcasting of the Seminar, including onsite support services for the duration of each Seminar:

Standard Video Communication Equipment and Services Videoconference Codec to transmit at 384 Kbps using Tandberg System:

1. 768 Kbps, H.320, H.323 Standards Based Codec
2. PTZ Camera with 4 pre-set camera positions
3. Any required Camera and/or Scan Converter packages

4. Equipment installation/testing, minimum one day prior to event
5. De-installation of equipment
6. On site tech support during event

Videoconference:

1. Installation of 3 ISDN BRI lines
2. Project Management and testing of ISDN lines

System operation testing – shall be conducted the day before the event

Notes:

1. NRC shall provide a phone number for the hotel to dial into and provide the VTC signal to the agency. The agency will webstream the signal.
2. Pricing shall include all necessary cameras, video conference codecs, support equipment, connections, labor, etc. needed to provide the service.
3. **The NRC shall procure the Webcasting and Webstreaming support services for the September 2, 2010 Seminar. The task shall be an optional line item for the December 2, 2010 Seminar. The NRC shall alert the hotel at least three (3) weeks in advance that the NRC requires the webstreaming services. The optional line item requirement shall be exercised via modification to the purchase order.**

5.0 RESTRICTIONS

The conference center shall be within 5 miles of NRC Headquarters, located at 11555 Rockville Pike, Rockville, Maryland 20852. The hotel shall also be 0.25 miles from a metro rail stop. Finally, the conference center shall possess, at a minimum, a 3 Star AAA rating.

6.0 TAX EXEMPTION

The NRC is tax exempt federal agency. The copy of the Tax Exempt Certificate will be provided upon award.

7.0 TYPE OF CONTRACT

This is a Firm-Fixed Price contract.

CONTRACT

August 24, 2010

GROUP NAME: US Nuclear Regulatory Commission (NRC)
CONTACT: Mr. James Leedom
ADDRESS: 11555 Rockville Pike
Rockville, MD 20852
E-MAIL: James.Leedom@nrc.gov
PHONE: 315-405-8102

Pursuant to this contract, once accepted, US Nuclear Regulatory Commission (NRC) will hold a meeting at the Hilton Washington, DC/Rockville Executive Meeting Center ("Hotel").

It is acknowledged and understood that the NRC is a federal agency of the United States government. Accordingly, and notwithstanding any other terms or conditions contained in this agreement, the Agreement is subject to federal law, remedies, procedures, disputes and payment provisions contained under the Federal Acquisition Regulation (FAR). Agreement terms that are inconsistent with or contrary to federal law and the FAR are deemed inapplicable and superseded. This agreement is subject to availability of appropriated funds.

MEETING REQUIREMENTS: The hotel will provide all of the function space you require in accordance with the schedule of events which is described on Exhibit A for a fee of \$1350 plus 23% service charge. The hotel reserves the right to make reasonable substitutions in meeting and banquet rooms.

Exhibit A:

| Date | Start Time | End Time | Function | Room | Setup | Agr | Room Rental |
|-----------|------------|----------|-----------------|-------------|--------------|-----|-------------|
| 12/2/2010 | 7:00 AM | 8:00 AM | Setup | Plaza I | Theater | 220 | |
| 12/2/2010 | 7:30 AM | 2:00 PM | Registration | Plaza Foyer | Registration | 2 | |
| 12/2/2010 | 7:50 AM | 9:00 AM | Break | Plaza Foyer | Flow | 220 | |
| 12/2/2010 | 8:00 AM | 2:00 PM | General Session | Plaza I | Theater | 220 | 1,350.00 |

CANCELLATION: In the event of a cancellation 0 to 90 days prior to arrival, liquidated damages in the amount of ninety percent of the contracted meeting room rental revenue will be due, plus applicable taxes and service charges. Any termination claim shall be governed by the Contracts Disputes Act.

FORCE MAJEURE: No damages shall be due for a failure of performance occurring due to Acts of God, war, government regulation, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

BILLING PROCEDURES AND DEPOSIT SCHEDULE: The following items shall be charged to the Master Account: meeting space rental charges, cancellation charges, and any other charges billed to the Master Account at the request of the authorized representative of the group, as designated by the group in advance of the commencement of the meeting. All 3rd party charges will be assessed 23% handling charge. NRC shall pay all invoices in accordance with The Prompt Payment Act (30 days after receipt of proper and correct invoice).

INSURANCE AND INDEMNIFICATION: Damage to the Hotel premises by the Group or appointed contractors will be the Group's responsibility. Group will accept full responsibility for any damages resulting from any action or omission of their individual attendees in conjunction with organized group activities. The U.S. Government is self insured. Liability of the Government for any personal injuries to Hotel employees, Hotel grounds or Hotel property are subject to the Federal Tort Claims Act.

The U.S. Nuclear Regulatory Commission cannot agree to indemnification because it violates the Anti-deficiency Act, 31 USC 1341

1750 Rockville Pike
Rockville, MD 20852
Tel (301) 468-1100 Fax (301) 468 0308
www.washingtondcrockville.hilton.com

Both parties agree that any claims or disputes shall be governed by the Contract Disputes Act of 1978, 41 U.S.C. 601 et seq.

Expenses and attorney fees are recoverable only to the extent authorized by law.

MISCELLANEOUS PROVISIONS: This agreement may be amended **ONLY** in writing, signed by representative of Group and Hotel's General Manager. Group may not assign any benefits associated in any way with this contract without consent of Hotel. No food and beverage of any kind may be brought into Hotel or any hospitality suite by group or its guests.

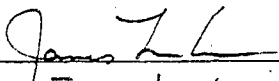
This agreement shall be governed by, and interpreted in accordance with, applicable Federal law and regulations. To the extent the applicable Federal law does not apply and existing state law could become applicable to this Agreement, the laws of the State of Maryland shall apply. Disputes between the parties relating the execution, performance, validity, interpretation or construction of this Agreement that cannot be resolved amicably by the parties shall be submitted to the exclusive jurisdiction of the Board of Contract Appeals or Court of Federal Claims in accordance with the Contract Disputes Act.

HOTEL POLICIES: (1) Group agrees that Hotel's Destination Management Department will be permitted to bid on any destination management services which may be part of your program (2) Hotel recommends its in-house A/V department (3) Hotel cannot store materials for group (4) Signs and banners are not allowed in public areas; signs in meeting space must be professionally printed and placement and posting approved by Hotel; nothing may be posted, attached or stuck to walls without permission. Gummed stickers or labels are strictly prohibited. (5) Hotel's logo, trademark, name, etc., may not be used by Group without prior written permission of Hotel. (6) No sound, phone, electrical, lighting, mechanical equipment, or rigging can be installed or operated by anyone other than Hotel personnel.

ACCEPTANCE: This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the hotel. Acceptance may be made by facsimile transmission and this contract may be executed in one or more counterparts, each of which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

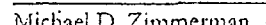
The contract or purchase order terms and conditions, FAR clauses, and applicable Federal law govern the acquisition and cannot be superseded by solely the Hotel Proposal / Agreement Terms.

By: US Nuclear Regulatory Commission (NRC)
Authorized Representative:


James Leedom

Date: 8/24/10

By: Hilton Washington DC / Rockville Hotel &
Executive Meeting Center


Michael D. Zimmerman
Director of Catering Sales

Date: _____

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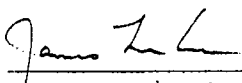
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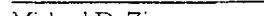
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