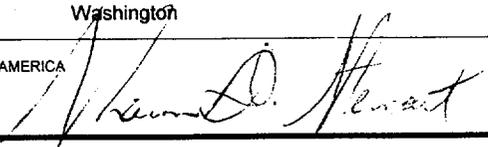


ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 03-17-2000		2. CONTRACT NO. (if any)		6. SHIP TO:			
3. ORDER NO. DR-00-0088		MODIFICATION NO.		4. REQUISITION/REFERENCE NO. 10070065(C)			
5. ISSUING OFFICE (Address correspondence to) U.S. Nuclear Regulatory Commission Division of Contracts and Property Mgt. Attn: Yvette Brown - Mail Stop T-7-I-2 Contract Management Branch 2 Washington DC 20555				a. NAME OF CONSIGNEE U.S. Nuclear Regulatory Commission Office of the Chief Information Officer			
7. TO:				b. STREET ADDRESS ATTN: Thomas Smith Mail Stop T-2 C8		c. CITY Washington	
				d. STATE DC		e. ZIP CODE 20555	
a. NAME OF CONTRACTOR KING PUBLISHING GROUP				8. TYPE OF ORDER			
b. COMPANY NAME ATTN: Sabrina Ousmaal				<input checked="" type="checkbox"/> a. PURCHASE ORDER		<input type="checkbox"/> b. DELIVERY/TASK ORDER	
c. STREET ADDRESS 627 National Press Building				Reference your Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		Except for billing instructions on the reverse, this delivery/task order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY Washington		e. STATE DC		f. ZIP CODE 20045		10. REQUISITIONING OFFICE OCIO/IMD/ISB/TLS	
9. ACCOUNTING AND APPROPRIATION DATA JOB CODE: J1086 B&R No. 010-15-524-105 BOC: 2620 FUND SOURCE: 31x0200.010 Obligation Amount \$36,098.00				11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> d. WOMEN-OWNED	
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F O B. POINT ON OR BEFORE		16. DISCOUNT TERMS Net 30	
13. PLACE OF				17. SCHEDULE (See reverse for Rejections)			
a. INSPECTION		b. ACCEPTANCE		3/27/2000-12/31/2001		Net 30	

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
	<p>Purchase order for the unlimited nationwide electronic site license to the publication entitled "Energy Daily" for the period March 27, 2000 through December 31, 2001.</p> <p>Total costs for the period is \$73,612.</p> <p>E-mail delivery address: library@nrc.gov cer1@nrc.gov</p> <p>NRC Project Officer: Thomas Smith - 301-415-7204</p> <p>This order is partially funded in the amount of \$36,098.00, which covers the period through 12/31/00, additional funding will be added contingent upon the availability of FY 2001 funds. No legal liability on the part of the government may arise for performance beyond this partial funding.</p>					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		SUBTOTAL	
21. MAIL INVOICE TO:		SEE ATTACHED BILLING INST.				17(h) TOTAL (Cont. pages)	
a. NAME U.S. Nuclear Regulatory Commission Office of the Chief Financial Officer		b. STREET ADDRESS (or P.O. Box) Attn: GOV/COM Acctng. Section T-9H4 (submit invoice in duplicate)		c. CITY Washington		d. STATE DC	
e. ZIP CODE 20555		23. NAME (Typed) Sharon Stewart		TITLE: CONTRACTING/ORDERING OFFICER		17(i). GRAND TOTAL \$36,098.00	
22. UNITED STATES OF AMERICA BY (Signature) 							

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TERMS AND CONDITIONS

(APPLICABLE TO OPEN MARKET COMMERCIAL SIMPLIFIED ACQUISITIONS)

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

The following terms and conditions apply to this purchase order:

52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS

___ See attached Addendum when checked

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES FOR EXECUTIVE ORDERS--COMMERCIAL ITEMS (AUG 1996)

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

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

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

(Contracting Officer shall check as appropriate.)

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ___ (2) 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (41 U.S.C. 423).
- ___ (3) 52.219-8, Utilization of Small Business Concerns and Small Disadvantaged Business Concerns (15 U.S.C. 637(d)(2) and (3));
- ___ (4) 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (15 U.S.C. 637(d)(4));
- ___ (5) 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).
- ___ (6) 52.222-26, Equal Opportunity (E.O. 11246).
- ___ (7) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 4212).
- ___ (8) 52.222-36, Affirmative Action for Handicapped Workers (29 U.S.C. 793).

- ___ (9) 52.222-37, Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212)
- ___ (10) 52.225-3, Buy American Act--Supplies (41 U.S.C. 10).
- ___ (11) 52.225-9, Buy American Act--Trade Agreements Act--Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).
- ___ (12) Reserved.
- ___ (13) 52.225-18, European Union Sanctions for End Products (E.O. 12849).
- ___ (14) 52.225-19, European Union Sanctions for Services (E.O. 12849).
- ___ (15)(i) 52.225-21, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187).
- ___ (15)(ii) Alternate I of 52.225-21.
- ___ (16) 52.239-1, Privacy or Security Safeguards (U.S.C. 552a).
- ___ (17) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

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

(Contracting Officer check as appropriate)

- ___ (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

TERMS AND CONDITIONS (CONTINUED)

(d) Comptroller General Examination of Record. The Contractor agrees to 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.

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

(End of clause)

NRC Acquisition Clauses - 48 CFR 20

2052.209-73 Contractor Organizational Conflict of Interest

Other Applicable Clauses

See attached Addendum when checked

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

(2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C. 2012(a)); and

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

TERMS AND CONDITIONS (CONTINUED)

Electronic Payment

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

To receive payment, the contractor shall complete the "Company Information" portion of the Standard Form 3881, entitled "ACH Vendor/Miscellaneous Payment Enrollment Form" found in Section J. The contractor shall take the form to the ACH Coordinator at the financial institution that maintains its company's bank account. **The contractor shall discuss with the ACH Coordinator how the payment identification information (addendum record) will be passed to them once the payment is received by the financial institution. To ensure that adequate payment information will be available to the contractor, the contractor should inform the financial institution that the addendum record must not be stripped from the payment.** Further information concerning the addendum is provided on page 2 of this attachment. The ACH Coordinator should fill out the "Financial Institution Information" portion of the form and return it to the Office of the Controller at the following address: Nuclear Regulatory Commission, Division of Accounting and Finance, Financial Operations Section, Mail Stop T-9-H-4, Washington, DC 20555, ATTN: ACH/Vendor Express. It is the responsibility of the contractor to ensure that the financial institution returns the completed form to the above cited NRC address. If the contractor can provide the financial information, signature of the financial institution's ACH Coordinator is not required. The NRC is under no obligation to send reminders. Only after the Office of the Controller has processed the contractor's sign-up form will the contractor be eligible to receive payments.

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

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

BILLING INSTRUCTIONS FOR
FIXED PRICE CONTRACTS

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

Form: Claims shall be submitted on the payee's letterhead, voucher/invoices, or on the Government's Standard Form 1034, "Public Voucher for Purchases and Services Other than Personal," and Standard Form 1035, "Public Voucher for Purchases Other than Personal--Continuation Sheet." These forms are available from the U.S. Government Printing Office, 710 North Capitol Street, Washington, DC 20401.

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

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

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

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

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

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

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

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

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

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

Agency: The contractor shall submit a voucher or invoice only after the agency's final acceptance of services rendered or products delivered in performance of the contract unless otherwise specified in the contract.

Preparation and Itemization of the Voucher/Invoice: The voucher/invoice shall be prepared in ink or by typewriter (without strike-overs). Corrections or additions must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

Contract number.

Sequential voucher/invoice number.

Date of voucher/invoice.

Payee's name and address. (Show the name of the contractor and its correct address. In addition, when an assignment of funds has been made by the contractor, or a different payee has been designated, include the name and address of the payee). Indicate the name and telephone number of the individual responsible for answering questions which the NRC may have regarding the voucher/invoice.

Description of articles or services, quantity, unit price, and total amount.

For contractor acquired property list each item purchased costing \$50,000 or more and having a life expectancy of more than 1 year and provide: (1) an item description, (2) manufacturer, (3) model number, (4) serial number, (5) acquisition cost, (6) date of purchase, and (7) a copy of the purchasing document.

Weight and zone of shipment, if shipped by parcel post.

Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.

Instructions to consignee to notify the Contracting Officer of receipt of shipment.

10. For Indefinite Delivery contracts or contracts under which progress payments are authorized, the final voucher/invoice shall be marked "FINAL VOUCHER" OR "FINAL INVOICE."

Currency: Billings may be expressed in the currency normally used by the contractor in maintaining his accounting records and payments will be made in that currency. However, the U.S. dollar equivalent for all vouchers/invoices paid under the contract may not exceed the total U.S. dollars authorized in the contract.

Supersession: These instructions supersede any previous billing instructions.

R:\BILLING.396