

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

1. REQUISITION NO.  
OGC-07-303

PAGE 1 OF 7

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE February 1, 2007	4. ORDER NO. DR-18-07-303	MODIFICATION NO.	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Romena R. Moy	b. TELEPHONE NO. (No Collect Calls) 301-415-6207	8. OFFER DUE DATE/LOCAL TIME
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9. ISSUED BY U.S. Nuclear Regulatory Commission Division of Contracts, MS 27I2 Contract Management Group 1 Washington, D.C. 20555	CODE 3100	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 519120 SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS N/A	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15. DELIVER TO U.S. Nuclear Regulatory Commission Office of the General Counsel Attn: Bert Lee, MS 015D21 Washington, D.C. 20555	CODE	16. ADMINISTERED BY U.S. Nuclear Regulatory Commission Division of Contracts, MS 27I2 Contract Management Group 1 Washington, D.C. 20555	CODE 3100
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17a. CONTRACTOR/OFFEROR CODE 14-850-8286 FACILITY CODE	18a. PAYMENT WILL BE MADE BY U.S. Nuclear Regulatory Commission Payment Team, MS T9H4 Attn: NRC-18-07-303 Washington, D.C. 20555	CODE 3100
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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

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>REFERENCE FEDLINK IDIQ #03CSFC70103</p> <p>The Contractor shall provide on-line research subscription services in accordance with the following Statement of Work (SOW) and all requirements stated herein.</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA B&R: 77C-15-5I1-376 Job Code: L2275 BOC: 252A Fund Source: 31X0200 Obligate: \$26,440	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$26,440.00
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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 checked="" type="checkbox"/> ARE <input type="checkbox"/> 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	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT. REF. <u>Reed Elsevier/LexisNexis</u> OFFER DATED <u>01/31/2007</u> . 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) <i>Romena R. Moy</i>
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) ROMENA R. MOY CONTRACTING OFFICER
30c. DATE SIGNED	31c. DATE SIGNED 1-26-07

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	2007 Subscription Period (02.01.07 through 09.30.07)	8	MOS	5,288.00	\$42,304.00

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
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

## **A.1 STATEMENT OF WORK**

### **FEDERAL LIBRARY AND INFORMATION NETWORK (FEDLINK) ON-LINE RESEARCH SUBSCRIPTION SERVICES**

#### **BACKGROUND**

The Contractor shall provide online legal research services in accordance with Reed Elsevier (LexisNexis Group) and the Library of Congress' FEDLINK Indefinite Deliver/Indefinite Quantity (IDIQ) Contract No. #03CSFC7103), issued under the authority of Section 103 of P.L. 106-481 (2 U.S.C. 182c). FEDLINK is a nationwide interagency consortia sponsored by the Library of Congress (LC or The Library) through its Federal Library and Information Center Committee (FLICC). FEDLINK offers federal libraries, information centers and other federal activities information retrieval and library support services to help them fulfill their crucial mission of keeping the Government and the nation informed.

#### **SCOPE**

LexisNexis' Volume Bonus Plan Subscription includes news sources, business and financial information, legal information, and public records. This subscription also provides access to transactional materials, including Matthew Bender, CCH, and BNA. In addition, LexisNexis shall provide customizable training, technical support, regular usage and management reports, and customer/technical support services.

LexisNexis services will be utilized by authorized password holders at both the NRC headquarters and regional offices.

## ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

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### A.2 NOTICE LISTING CLAUSES INCORPORATED BY REFERENCE

The following clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" contained in this document. FAR 52.252-2 contains the internet address for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.213-3	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) NOTICE TO SUPPLIER	APR 1984
52.223-6	DRUG-FREE WORKPLACE	MAY 2001
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM	OCT 2004
2052.209-71	CONTRACTOR ORGANIZATIONAL CONFLICTS OF INTEREST (REPRESENTATION)	OCT 1999

### A.3 52.213-2 INVOICES (APR 1984)

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

### A.4 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to contract completion.

### A.5 PROJECT OFFICER AUTHORITY (FEB 2004)

(a) The contracting officer's authorized representative hereinafter referred to as the project officer for this contract is:

Name: Bertus Lee

Address: U.S. Nuclear Regulatory Commission  
Office of the General Counsel  
Mail Stop #15D21  
Washington, D.C. 20555

Telephone Number: 301-415-1526  
Email Address: BXL1@nrc.gov

(b) Performance of the work under this contract is subject to the technical direction of the NRC project officer. The term "technical direction" is defined to include the following:

(1) Technical direction to the contractor which shifts work emphasis between areas of work or tasks, authorizes travel which was unanticipated in the Schedule (i.e., travel not contemplated in the Statement of Work (SOW) or changes to specific travel identified in the SOW), fills in details, or otherwise serves to accomplish the contractual SOW.

(2) Provide advice and guidance to the contractor in the preparation of drawings, specifications, or technical portions of the work description.

(3) Review and, where required by the contract, approval of technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government under the contract.

(c) Technical direction must be within the general statement of work stated in the contract. The project officer does not have the authority to and may not issue any technical direction which:

(1) Constitutes an assignment of work outside the general scope of the contract.

(2) Constitutes a change as defined in the "Changes" clause of this contract.

(3) In any way causes an increase or decrease in the total estimated contract cost, the fixed fee, if any, or the time required for contract performance.

(4) Changes any of the expressed terms, conditions, or specifications of the contract.

(5) Terminates the contract, settles any claim or dispute arising under the contract, or issues any unilateral directive whatever.

(d) All technical directions must be issued in writing by the project officer or must be confirmed by the project officer in writing within ten (10) working days after verbal issuance. A copy of the written direction must be furnished to the contracting officer. A copy of NRC Form 445, Request for Approval of Official Foreign Travel, which has received final approval from the NRC must be furnished to the contracting officer.

(e) The contractor shall proceed promptly with the performance of technical directions duly issued by the project officer in the manner prescribed by this clause and within the project officer's authority under the provisions of this clause.

(f) If, in the opinion of the contractor, any instruction or direction issued by the project officer is within one of the categories as defined in paragraph (c) of this section, the contractor may not proceed but shall notify the contracting officer in writing within five (5) working days after the receipt of any instruction or direction and shall request the contracting officer to modify the contract accordingly. Upon receiving the notification from the contractor, the contracting officer shall issue an appropriate contract modification or advise the contractor in writing that, in the contracting officer's opinion, the technical direction is within the scope of this article and does not constitute a change under the "Changes" clause.

(g) Any unauthorized commitment or direction issued by the project officer may result in an unnecessary delay in the contractor's performance and may even result in the contractor expending funds for unallowable costs under the contract.

(h) A failure of the parties to agree upon the nature of the instruction or direction or upon the contract action to be taken with respect thereto is subject to 52.233.1. Disputes.

(i) In addition to providing technical direction as defined in paragraph (b) of the section, the project officer shall:

(1) Monitor the contractor's technical progress, including surveillance and assessment of performance, and recommend to the contracting officer changes in requirements.

(2) Assist the contractor in the resolution of technical problems encountered during performance.

(3) Review all costs requested for reimbursement by the contractor and submit to the contracting officer recommendations for approval, disapproval, or suspension of payment for supplies and services required under this contract.

(4) Assist the contractor in obtaining the badges for the contractor personnel.

(5) Immediately notify the Security Branch, Division of Facilities and Security (SB/DFS) (via e-mail) when a contractor employee no longer requires access authorization and return of any NRC issued badge to SB/DFS within three days after their termination."

(6) Ensure that all contractor employees that require access to classified Restricted Data or National Security Information or matter, access to sensitive unclassified information (Safeguards, Official Use Only, and Proprietary information) access to sensitive IT systems or data, unescorted access to NRC controlled buildings/space, or unescorted access to protected and vital areas of nuclear power plants receive approval of SB/DFS prior to access in accordance with Management Directive and Handbook 12.3.

#### **A.6 PACKAGING AND MARKING (MAR 1987)**

The Contractor shall package material for shipment to the NRC in such a manner that will ensure acceptance by common carrier and safe delivery at destination. Containers and closures shall comply with the Interstate Commerce Commission Regulations, Uniform Freight Classification Rules, or regulations of other carriers as applicable to the mode of transportation. On the front of the package, the Contractor shall clearly identify the contract number under which the product is being provided.

#### **A.7 PLACE OF INSPECTION AND ACCEPTANCE (MAR 1987)**

Inspection and acceptance of the deliverable items to be furnished hereunder shall be made by the Project Officer at the destination.

#### **A.8 DURATION OF CONTRACT PERIOD (MAR 1987)**

This purchase shall commence on February 1, 2007 and will expire on September 30, 2007.

## **A.9 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.10 USE OF AUTOMATED CLEARING HOUSE (ACH) ELECTRONIC PAYMENT/REMITTANCE ADDRESS**

The Debt Collection Improvement Act of 1996 requires that all Federal payments except IRS tax refunds be made by Electronic Funds Transfer. It is the policy of the Nuclear Regulatory Commission to pay government vendors by the Automated Clearing House (ACH) electronic funds transfer payment system. Item 15C of the Standard Form 33 may be disregarded.

## **A.11 ANNUAL AND FINAL CONTRACTOR PERFORMANCE EVALUATIONS**

Annual and final evaluations of contractor performance under this contract will be prepared in accordance with FAR 42.15, "Contractor Performance Information," normally at the time the contractor is notified of the NRC's intent to exercise the contract option. If the multi-year contract does not have option years, then an annual evaluation will be prepared (state time for annual evaluation). Final evaluations of contractor performance will be prepared at the expiration of the contract during the contract closeout process.

The Contracting Officer will transmit the NRC Project Officer's annual and final contractor performance evaluations to the contractor's Project Manager, unless otherwise instructed by the contractor. The contractor will be permitted thirty days to review the document. The contractor may concur without comment, submit additional information, or request a meeting to discuss the performance evaluation. The Contracting Officer may request the contractor's Project Manager to attend a meeting to discuss the performance evaluation.

Where a contractor concurs with, or takes no exception to an annual performance evaluation, the Contracting Officer will consider such evaluation final and releasable for source selection purposes. Disagreements between the parties regarding a performance evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

The Contracting Officer will send a copy of the completed evaluation report, marked "For Official Use Only," to the contractor's Project Manager for their records as soon as practicable after it has been finalized. The completed evaluation report also will be used as a tool to improve communications between the NRC and the contractor and to improve contract performance.

The completed annual performance evaluation will be used to support future award decisions in accordance with FAR 42.1502(a) and 42.1503(c). During the period the information is being used to provide source selection information, the completed annual performance evaluation will be released to only two parties - the Federal government personnel performing the source selection evaluation and the contractor under evaluation if the contractor does not have a copy of the report already.