PAGE 1 OF 8

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

1. REQUISITION NO.	PAGE NO.
OGC-07-300	

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NO. / MODIFICATION NO.	5. SOLICITATION NO.	6. SOLICITATION ISSUE DATE
	10-01-2006	NRC-18-07-300		

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NO. (No Collect Calls)	8. OFFER DUE DATE/LOCAL TIME
	Romona R. Moy	301-415-6207	

9. ISSUED BY CODE 3100

U.S. Nuclear Regulatory Commission
Division of Contracts, MS 27I2
Contract Management Group 1
Washington, D.C. 20555

10. THIS ACQUISITION IS
- ☐ UNRESTRICTED OR ☐ SET ASIDE: % FOR:
- ☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS
- ☐ HUBZONE SMALL BUSINESS
- ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

NAICS: 519120
SIZE STANDARD:

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

15. DELIVER TO CODE

U.S. Nuclear Regulatory Commission
Office of the General Counsel
Attn: Bert Lee, MS 015D21
Washington, D.C. 20555

16. ADMINISTERED BY CODE 3100

U.S. Nuclear Regulatory Commission
Division of Contracts, MS 27I2
Contract Management Group 1
Washington, D.C. 20555

17a. CONTRACTOR/OFFEROR CODE 14-850-8286 FACILITY CODE

WEST PUBLISHING CORPORATION

810 OPPERMAN DRIVE

SAINT PAUL MN 551231340

TELEPHONE NO. 202-777-9980

18a. PAYMENT WILL BE MADE BY CODE 3100

U.S. Nuclear Regulatory Commission
Payment Team, MS T9H4
Attn: NRC-18-07-300
Washington, D.C. 20555

☐ 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. SCHEDULE OF SUPPLIES/SERVICES (See CONTINUATION Page)	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	REFERENCE FEDLINK IDIQ #03CSPC70105 The Contractor shall provide on-line research subscription services in accordance with the following Statement of Work (SOW) and all requirements stated herein.				

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page
B&R: 77C-15-5I1-376 Job Code: L2275
BOC: 252A Fund Source: 31x0200 Obligate: $0.00

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☐ 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 3 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 HEREIN. ☒

29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. 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)
Kathy Henke	Phyllis Bower
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	**30c. DATE SIGNED**
KATHY HENKE Govt Sers Rep	6-29-07
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)	**31c. DATE SIGNED**
Phyllis Bower Contracting Officer	11/6/06

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 3/2005)
Prescribed by GSA - FAR (48 CFR) 53.212

SUNSI REVIEW COMPLETE
JUN 29 2007

TEMPLATE - ADM001

ADM002

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	BASE YEAR SERVICES (10.01.06 through 09.30.07)	[redacted]			$189,921.72
0002	OPTION YEAR ONE SERVICES (10.01.07 through 09.30.08)	[redacted]			$208,903.08
0003	OPTION YEAR TWO SERVICES (10.01.08 through 09.30.09)	[redacted]			$229,782.48
0004	OPTION YEAR THREE SERVICES (10.01.09 through 09.30.10)	[redacted]			$252,753.48
	FY 2007 FUNDING FOR THIS PURCHASE ORDER IS SUBJECT TO FAR 52.232-18 "AVAILABILITY OF FUNDS"				

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

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

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL ☐ FINAL ☐			☐ COMPLETE ☐ PARTIAL ☐ 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 / 41c. DATE	42b. RECEIVED AT (Location)
	42c. DATE REC'D (YY/MM/DD) / 42d. TOTAL CONTAINERS

STATEMENT OF WORK

FEDERAL LIBRARY AND INFORMATION NETWORK (FEDLINK) ON-LINE RESEARCH SUBSCRPTION SERVICES

BACKGROUND

The Contractor shall provide Computer Assisted Legal Research (CALR) services in accordance with the West Publishing Corporation and the Library of Congress' FEDLINK Indefinite Deliver/Indefinite Quantity (IDIQ) 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

WESTLAW consists of more than 13,800 legal databases that provide access to state and federal statutes, regulations, case law materials, administrative codes, public records, and other legal resources. The Contractor shall provide access to Westlaw Legal Databases, NewsRoom Databases on Westlaw, American Law Reports (ALR), American Jurisprudence 2d (AMJUR), Federal Briefs, RegulationsPlus, and the Government Contracts Newsletters Library. Reference is made to the West Publishing Price proposal, dated September 14, 2006, page 32, for a complete listing of WESTLAW Lot 4 content, features, and services available under this requirement.

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

ADDITIONAL SIMPLIFIED ACQUISITION TERMS AND CONDITIONS

A.1 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)	
52.213-3	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.2 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.3 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.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days prior to contract completion; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days prior to the end of the current performance period days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

A.5 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

A.6 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 One White Flint North 11555 Rockville Pike, MS 015D21 Rockville, Maryland 20852-2738
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.7 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.8 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.9 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on the effective date and will expire on September 30, 2007. The term of this contract may be extended at the option of the Government for an additional three 1-year periods.

A.10 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.11 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.12 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 Manger 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.