

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

1. REQUISITION NO. 33-10-302 PAGE 1 OF 23
dtd: 5/6/2009

2. CONTRACT NO. NRC-33-10-302
3. AWARD EFFECTIVE DATE DEC 07 2009
4. ORDER NO.

5. SOLICITATION NUMBER
6. SOLICITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:
8. NAME
b. TELEPHONE NO. (No Collect Calls)
8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY U.S. Nuclear Regulatory Commission
Div. of Contracts
Attn: Aaron Alvarado
Mail Stop: TWB-01-B10M
Washington, DC 20555
CODE 3100
10. THIS ACQUISITION IS
 UNRESTRICTED OR
 SET ASIDE: % FOR:
 SMALL BUSINESS
 EMERGING SMALL BUSINESS
NAICS: 511120
SIZE STANDARD: 500 EMPLOYEES
 HUBZONE SMALL BUSINESS
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOR DESTINATION UNLESS BLOCK IS MARKED
 SEE SCHEDULE
12. DISCOUNT TERMS NET 30
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING N/A
14. METHOD OF SOLICITATION
 RFO IFB RFP

15. DELIVER TO U.S. Nuclear Regulatory Commission
Attn: Bebbie Rhodes, Project Officer
M/S: T2-C-8
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

17a. CONTRACTOR/OFFEROR IHS GLOBAL INC
IHS ENERGY
15 INVERNESS WAY E
ENGLEWOOD CO 801125710
TELEPHONE NO. (303)790-0600
D&B: 620365023
FACILITY CODE
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

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	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>IHS Global Inc. shall provide the U.S. Nuclear Regulatory Commission with "Electronic Codes and Standards" in accordance with the attached statement of work, license agreement dated 3/21/2007, the contract terms and conditions set forth in the contract, and the contractor's proposal dated 11/13/2009. The license agreement is hereby incorporated into this contract and shall be effective throughout the contract's period of performance. This is a firm-fixed price contract and the period of performance consists of one base year and four (4) one-year options. All pricing is designated as open market.</p> <p>NRC Project Officer: Bebbie Rhodes (301) 415-5616 Email: Bebbie.Rhodes@nrc.gov</p> <p>IHS Global, Inc. POC: Joseph Marlino (610)293-1067 Email: Joseph.Marlino@ihs.com</p> <p>(Use Reverse and/or Attach Additional Sheets as Necessary)</p>				

25. ACCOUNTING AND APPROPRIATION DATA
B&R:010-15-SG1-344 JC:E1012 BOC:2620 APPN:31X0200.010
FFS:10070505 OBLIGATE: \$299,073.64
26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$299,073.64

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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED
 29. AWARD OF CONTRACT: REF. 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)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Charles C. Winter V.P.
30c. DATE SIGNED 12/7/09
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Stephen Pool Contracting Officer
31c. DATE SIGNED 12/10/09

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION IS NOT USABLE
STANDARD FORM 1449 (REV. 3/2005) Prescribed by GSA - FAR (48 CFR) 53.212

Table of Contents

SECTION A	A-1
A.1 SF 1449 SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS	A-1
SECTION B - CONTINUATION BLOCK	B-1
B.1 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)	B-1
B.2 CONSIDERATION AND OBLIGATION--FIRM FIXED PRICE (JUN 1988).....	B-1
B.3 PRICE/COST SCHEDULE	B-1
B.4 STATEMENT OF WORK.....	B-1
SECTION C - CONTRACT CLAUSES	C-1
C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009).....	C-1
C.2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	C-6
C.3 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).....	C-6
C.4 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004).....	C-7
C.5 SEAT BELTS.....	C-7
C.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS.....	C-7
C.7 WHISTLEBLOWER PROTECTION FOR NRC CONTRACTOR AND SUBCONTRACTOR EMPLOYEES (JULY 2006).....	C-7
SECTION D - BILLING INSTRUCTIONS FOR FIXED PRICE CONTRACTS	D-1

SECTION B – PERIOD OF PERFORMANCE AND SCHEDULE

B.1 DURATION OF CONTRACT PERIOD (MAR 1987) ALTERNATE 2 (MAR 1987)

This contract shall commence on 12/13/2009 and will expire on 12/12/2010. The term of this contract may be extended at the option of the Government for an additional 4 years in the following order.

Period of Performance

Base Period: 12/13/2009 through 12/12/2010
Option Period 1: 12/13/2010 through 12/12/2011
Option Period 2: 12/13/2011 through 12/12/2012
Option Period 3: 12/13/2012 through 12/12/2013
Option Period 4: 12/13/2013 through 12/12/2014

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

The firm fixed price of this contract is **\$299,073.64**.

B.3 PRICE/COST SCHEDULE

POP	Duration	Annual Price
Base Year	12/13/2009 - 12/12/2010	299,073.64
Option Year 1	12/13/2010 - 12/12/2011	320,328.28
Option Year 2	12/13/2011 - 12/12/2012	341,592.79
Option Year 3	12/13/2012 - 12/12/2013	364,281.69
Option Year 4	12/13/2013 - 12/12/2014	388,515.42
Total Firm Fixed Price		1,713,791.82

B.4 STATEMENT OF WORK

Project Title: Electronic Codes and Standards

1. BACKGROUND

The Office of Information Services is responsible for the U.S. Nuclear Regulatory Commission's (NRC's) Technical Library which contains a collection of scientific and technical books, journals, reports, industrial codes and standards, and other materials. In addition, the Technical Library also provides access to electronic databases, industry electronic newsletters, online codes and standards, electronic journals, CD-ROMs, and other relevant web resources for use by NRC staff in obtaining technical knowledge in the nuclear field.

The NRC subscribes to electronic codes and standards relevant to the nuclear field and nuclear industry.

2. BRIEF DESCRIPTION OF WORK

The Contractor shall provide access to full text electronic codes and standards of the products listed below, for two simultaneous users per product, for the period of December 13, 2009 through December 12, 2010, with four (4) one-year option periods. Access will be granted enterprise wide to NRC authorized users at all locations, including the Regions and Resident Inspectors in the field. (Locations: Rockville, MD; King Of Prussia, PA; Atlanta, GA; Lisle, IL; Arlington, TX; Chattanooga, TN). Access is to be via a web page using https protocols for Internet Protocol (IP) authentication.

- ACI - American Concrete Institute - Active
- Air Conditioning, Heating and Refrigeration Institute – Standards and Guidelines
- ANS - American Nuclear Society - Active Current
- ANS - Historical 1986 - Forward
- ANSI Standards - American National Standards Institute - Nuclear Segment
- ANSI Standards - Historical 1986 - Forward
- ASCE - American Society Of Civil Engineers - Active Current
- ASME INTERNATIONAL – American Society of Mechanical Engineers - Active Current
- ASME Standards - Historical 1986 - Forward
- ASME/BPVC COMPLETE – American Society of Mechanical Engineers/Boiler Pressure Vessel Codes - with ASME REFERENCED STANDARDS - Active Current
- ASME/BPVC COMPLETE - WITH ASME REFERENCED STANDARDS - 1986 – Forward, including Boiler Pressure Vessel Codes, Code Cases, Interpretations and Addenda
- ASME/BPVC - Historical 1986- - Forward
- AWS - American Welding Society - Active Current
- AWS - Historical 1986 - Forward
- ICC - International Code Council - 2003 I Codes/2006 I Codes
- IEC - International Electrotechnical Commission - Applications / Machines & Motors / Turbines & Generators / Appliances - Active Current
- IEC - Historical
- ISA - Instrumentation, Systems & Automation Society - Standards & Recommended - Active Current
- ISO/IEC/JTC1 - International Organization for Standardization - Joint Technical Committee including JTC1 or TC184 drafts
- NACE International
- NEMA - National Electrical Manufacturer's Association - Active Current
- NEMA - Historical 1986 - Forward
- NFPA - National Fire Protection Association - Handbooks and Reports
- NFPA - Fire Codes - Active Current
- NFPA - Historical 1986 - Forward
- UL - Underwriters Laboratories - Active Current
- UL - Historical 1997 - Forward
- Custom Collection of selected documents including:

Source	Document Number	Date of Publication	Title
API	RP 575	5/1/2005	Guidelines and Methods for Inspection of Existing Atmospheric and Low-Pressure Storage Tanks-Second Edition
API	RP 575	11/1/1995	Inspection of Atmospheric and Low-Pressure Storage Tanks
API	STD 620	2/1/2008	Design and Construction of Large, Welded, Low-Pressure Storage Tanks-Eleventh Edition
API	STD 620	2/1/2002	Design and Construction of Large, Welded, Low-Pressure Storage Tanks-Tenth Edition; Addendum 1: June 2004
API	STD 620	2/1/2002	Design and Construction of Large, Welded, Low-Pressure Storage Tanks-Tenth Edition
API	STD 620	2/1/1996	Design and Construction of Large, Welded, Low-Pressure Storage Tanks-Ninth Edition; Addendum 1-December 1996; Additional Pages for Addendum 1-February 1997; Addendum 2-December 1997; Addendum 3-December 1998
API	STD 620	1/1/1996	Design and Construction of Large, Welded, Low-Pressure Storage Tanks-Ninth Edition
API	STD 650	6/1/2007	Welded Steel Tanks for Oil Storage-Eleventh Edition
API	STD 650 ERTA	4/1/2007	Welded Steel Tanks for Oil Storage-Tenth Edition
API	STD 650	11/1/1998	Welded Steel Tanks for Oil Storage-Tenth Edition; Addendum 1: January 2000; Addendum 2: November 2001; Addendum 3: September 2003; Addendum 4: December 2005
API	STD 650	11/1/1998	Welded Steel Tanks for Oil Storage-Tenth Edition; Addendum 1, January 2000; Addendum 2, November 2001; Addendum 3, September 2003
API	STD 650	11/1/1998	Welded Steel Tanks for Oil Storage-Tenth Edition; Addendum 1, January 2000; Addendum 2, November 2001
API	STD 650	11/1/1998	Welded Steel Tanks for Oil Storage-Tenth Edition; Addendum 1, January 2000; Addendum 2, November 2001
API	STD 650	7/1/1993	Welded Steel Tanks for Oil Storage-Ninth Edition; Addendum 1 - 1994; Addendum 2 - 1995; Addendum 3 - 1996; Addendum 4 - 12/1997
API	STD 650	1/1/1993	Welded Steel Tanks for Oil Storage Ninth Edition; Addendum 1 - 1994, Addendum 2 - 1995
API	STD 650	10/15/1979	Welded Steel Tanks for Oil Storage-SIXTH EDITION

Source	Document Number	Date of Publication	Title
API	STD 650	7/1/1973	Welded Steel Tanks for Oil Storage-Fifth Edition
API	RP 651	1/1/2007	Cathodic Protection of Aboveground Petroleum Storage Tanks-Third Edition
API	RP 651	11/1/1997	Cathodic Protection of Aboveground Petroleum Storage Tanks-Second Edition
API	RP 651	1/1/1991	Cathodic Protection of Aboveground Petroleum Storage Tanks
API	RP 652	10/1/2005	Linings of Aboveground Petroleum Storage Tank Bottoms-Third Edition
API	RP 652	12/1/1997	Lining of Aboveground Petroleum Storage Tank Bottoms-Second Edition
API	RP 652	4/1/1991	Lining of Aboveground Petroleum Storage Tank Bottoms-First Edition
API	STD 653	12/1/2001	Tank Inspection, Repair, Alteration, and Reconstruction-Third Edition; ADD 1: 9/2003; ADD 2: 11/2005; ADD 3: 2/2008; Errata: 4/2008
API	STD 653	12/1/2001	Tank Inspection, Repair, Alteration, and Reconstruction-Third Edition; ADD 1: 9/2003; ADD 2: 11/2005; ADD 3: February 2008
API	STD 653	12/1/2001	Tank Inspection, Repair, Alteration, and Reconstruction-Third Edition; Addendum 1: 9/2003
API	STD 653	12/1/2001	Tank Inspection, Repair, Alteration, and Reconstruction-Third Edition
API	STD 653	12/1/2001	Tank Inspection, Repair, Alteration, and Reconstruction-Third Edition; Addendum 1: 9/2003; Addendum 2: 11/2005
API	STD 653	12/1/1995	Tank Inspection, Repair, Alteration, and Reconstruction-Second Edition; Errata February 1996; Errata May 1996; Follow up to Errata May 1996; Addendum 1-December 1996; Addendum 2 December 1997; Addendum 3 December 1998; Addendum 4 December 1999
API	STD 653	12/1/1995	Tank Inspection, Repair, Alteration, and Reconstruction Second Edition; Errata - February 1996, Errata - May 1996-Second Edition; Errata February 1996; Errata May 1996; Follow Up to Errata May 1996; Addendum 1-December 1996
API	RP 1615	3/1/1996	Installation of Underground Petroleum Storage Systems-Fifth Edition
API	RP 1615	3/1/1996	Installation of Underground Petroleum Storage Systems
API	STD 1631	6/1/2001	Interior Lining and Periodic Inspection of Underground Storage Tanks-Fifth Edition; Supersedes RP 1631-1997
API	RP 1631	10/1/1997	Interior Lining of Underground Storage Tanks-Fourth Edition
API	RP 1631	1/1/1992	Interior Lining of Underground Storage Tanks-Third Edition; Addendum - 1995
API	PUBL 1631	1/1/1983	Recommended Practice for the Interior Lining of Existing Steel Underground

Source	Document Number	Date of Publication	Title
			Storage Tanks-First Edition
API	RP 1632	5/1/1996	Cathodic Protection of Underground Petroleum Storage Tanks and Piping Systems
API	STD 2015	8/1/2001	Requirements for Safe Entry and Cleaning of Petroleum Storage Tanks-Sixth Edition
API	STD 2015	1/1/1994	Safe Entry and Cleaning of Petroleum Storage Tanks
API	PUBL 2015A	1/1/1982	Guide for Controlling the Lead Hazard Associated with Tank Entry and Cleaning-*NOT CURRENT DOCUMENT
API	RP 2016	8/1/2001	Guidelines and Procedures for Entering and Cleaning Petroleum Storage Tanks-First Edition
AWWA	C207	1/21/2007	Steel Pipe Flanges for Waterworks Service - Sizes 4 In. Through 144 In. (100 mm Through 3,600 mm)
ICBO	UBC V1	4/1/1997	Uniform Building Code - Volume 1: Administrative, Fire- and Life-Safety, and Field Inspection Provisions
ICBO	UBC V2	4/1/1997	Uniform Building Code - Volume 2: Structural Engineering Design Provisions
MSS	SP-6	1/1/2007	Standard Finishes for Contact Faces of Pipe Flanges and Connecting-End Flanges of Valves and Fittings
MSS	SP-6	1/1/2001	Standard Finishes for Contact Faces of Pipe Flanges and Connecting-End Flanges of Valves and Fittings
MSS	SP-6	1/1/1996	Standard Finishes for Contact Faces of Pipe Flanges and Connecting-End Flanges of Valves and Fittings
MSS	SP-6	1/1/1980	Standard Finishes for Contact Faces of Pipe Flanges and Connecting-End Flanges of Valves and Fittings
MSS	SP-9	1/1/2001	Spot Facing for Bronze, Iron and Steel Flanges
MSS	SP-9	1/1/2001	Spot Facing for Bronze, Iron and Steel Flanges
MSS	SP-9	1/1/1997	Spot Facing for Bronze, Iron and Steel Flanges
MSS	SP-25	1/1/1998	Standard Marking System for Valves, Fittings, Flanges and Unions
MSS	SP-42	1/1/2004	Class 150 Corrosion Resistant Gate, Globe, Angle and Check Valves with Flanged and Butt Weld Ends
MSS	SP-42	1/1/1999	Class 150 (PN 20) Corrosion Resistant Gate, Globe, Angle and Check Valves with Flanged and Butt Weld Ends
MSS	SP-42	1/1/1990	Class 150 Corrosion Resistant Gate, Globe, Angle and Check Valves with Flanged and Butt Weld Ends

Source	Document Number	Date of Publication	Title
MSS	SP-43	1/1/1991	Wrought Stainless Steel Butt-Welding Fittings
MSS	SP-43	1/1/1991	Wrought Stainless Steel Butt-Welding Fittings Including Reference to Other Corrosion Resistant Materials
MSS	SP-44	1/1/2006	Steel Pipeline Flanges
MSS	SP-44	1/1/1996	Steel Pipeline Flanges
MSS	SP-44	1/1/1996	Steel Pipeline Flanges; Errata - 1996
MSS	SP-45	1/1/2003	Bypass and Drain Connections
MSS	SP-45	1/1/1998	Bypass and Drain Connections
MSS	SP-51	1/1/2007	Class 150LW Corrosion Resistant Flanges and Cast Flanged Fittings
MSS	SP-51	1/1/2003	Class 150LW Corrosion Resistant Flanges and Cast Flanged Fittings
MSS	SP-51	1/1/2000	Class 150LW Corrosion Resistant Flanges and Cast Flanged Fittings
MSS	SP-51	1/1/1991	Class 150LW Corrosion Resistant Cast Flanges and Flanged Fittings
MSS	SP-58	1/1/2002	Pipe Hangers and Supports - Materials, Design and Manufacture
MSS	SP-58	1/1/1993	Pipe Hangers and Supports - Materials, Design and Manufacture
MSS	SP-66	1/1/1964	Pressure-Temperature Ratings for Steel Butt-Welding End Valves
MSS	SP-66 SUPP 1	3/1/1965	A Discussion of Design and Ratings of Steel Butt-Welding End Values
MSS	SP-89	1/1/2003	Pipe Hangers and Supports - Fabrication and Installation Practices
MSS	SP-89	1/1/1998	Pipe Hangers and Supports - Fabrication and Installation Practices
MSS	SP-97	1/1/2006	Integrally Reinforced Forged Branch Outlet Fittings - Socket Welding, Threaded and Buttwelding Ends
MSS	SP-97	1/1/2001	Integrally Reinforced Forged Branch Outlet Fittings - Socket Welding, Threaded and Buttwelding Ends
MSS	SP-97	1/1/1995	Integrally Reinforced Forged Branch Outlet Fittings - Socket Welding, Threaded and Buttwelding Ends
SAE	J513	1/1/1999	Refrigeration Tube Fittings - General Specifications
SAE	J513	2/1/1997	Refrigeration Tube Fittings - General Specifications
SAE	J513	1/1/1996	Refrigeration Tube Fittings - General Specifications, Standard-June 1996

Contractor will provide:

1. Electronic codes and standards hosted at the contractor's facility with full text available through the Internet and viewable via the NRC's Intranet.
2. Minimum search capability for electronic codes and standards by title, standard/code/document number, originating organization, status, publication date, and keyword within the abstract and full text. Status refers to active, current, historical, revised, withdrawn, cancelled, etc.
3. Minimum ability to sort results by date, standard/code/document number, status and originating organization. Status refers to active, current, historical, revised, withdrawn, cancelled, etc.
4. Minimum ability to display, print, and download search results.
5. Minimum ability to save search strategies and provide online help.
6. Electronic codes and standards in full text, preferably Portable Document Format (PDF) with Optical Character Recognition (OCR) capability.
7. Full text access to the Boiler Pressure Vessel Code, a service that provides addenda to the historic look-back to view Code, prior to/after addenda updates. Free access to all versions that NRC has purchased for the life of the subscription.
8. Access to the codes and standards interface portion of the service with a historic look-back to view prior versions of standards. Free access to all versions that NRC has purchased for the life of the subscription.
9. Reference linking service from NRC internal documents to all versions of online codes and standards that NRC has purchased for the life of the subscription.
10. Custom collections of individual codes and standards that NRC has purchased.
11. Ability to provide new individual codes and standards, or collections of codes and standards from domestic, foreign and international organizations, in addition to the subscription that NRC has purchased.
12. Updates of codes and standards within 30 working days of the contractor's receipt from the originating organization.
13. Free monthly usage data reports for all subscriptions that NRC has purchased.

NRC reserves the right to cancel any of the products listed at anytime. Refund for unused portion would be refunded to NRC on a pro-rata basis. Contractor would be given 30 days notice prior to cancellation of any product.

3. COMPUTER SECURITY REQUIREMENTS

If new or unanticipated threats or hazards are discovered by either the Government or the contractor, or if existing protections have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

SECTION C - CONTRACT CLAUSES**C.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (SEP 2009)**

(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) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- (27) 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.)

(28)(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.)

(29) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

(30)(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.

(31) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

(32)(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, 109-53 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.

(33) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(34) 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).

(35) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(36) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(37) 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)).

(38) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(39) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

(40) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(41) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

(42) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(43)(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 (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.

(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) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(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.

C.2 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 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 5 years or 60 months.

C.3 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond **December 12, 2010**. The Government's obligation for performance of this contract beyond that date 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 for performance under this contract beyond **December 12, 2010**, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

C.4 PROJECT OFFICER AUTHORITY ALTERNATE 2 (FEBRUARY 2004)

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

Name:	Bebbie Rhodes
Address:	11545 Rockville Pike M/S: T2-C8 Rockville, MD 20852
Telephone Number:	(301)415-5616
Email:	Bebbie.Rhodes@nrc.gov

(b) The project officer shall:

- (1) Monitor contractor performance and recommend changes in requirements to the contracting officer.
- (2) Inspect and accept products/services provided under the contract.
- (3) Review all contractor invoices/vouchers requesting payment for products/services provided under the contract and make recommendations for approval, disapproval, or suspension.
- (4) 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.

(c) The project officer may not make changes to the express terms and conditions of this contract.

C.5 SEAT BELTS

Contractors, subcontractors, and grantees, are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

C.6 COMPLIANCE WITH U.S. IMMIGRATION LAWS AND REGULATIONS

NRC contractors are responsible to ensure that their alien personnel are not in violation of United States Immigration and Naturalization (INS) laws and regulations, including employment authorization documents and visa requirements. Each alien employee of the Contractor must be lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card Form 1-151 or must present other evidence from the Immigration and Naturalization Services that employment will not affect his/her immigration status. The INS Office of Business Liaison (OBL) provides information to contractors to help them understand the employment eligibility verification process for non-US citizens. This information can be found on the INS website, <http://www.ins.usdoj.gov/graphics/services/employerinfo/index.htm#obl>.

The NRC reserves the right to deny or withdraw Contractor use or access to NRC facilities or its equipment/services, and/or take any number of contract administrative actions (e.g., disallow costs, terminate for cause) should the Contractor violate the Contractor's responsibility under this clause.

C.7 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.

SECTION D – BILLING INSTRUCTIONS – FIXED PRICE CONTRACTS

General: During performance and through final payment of this contract, the contractor is responsible for the accuracy and completeness of data within the Central Contractor Registration (CCR) database and for any liability resulting from the Government's reliance on inaccurate or incomplete CCR data.

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

Form: Claims shall be submitted on the payee's letterhead, voucher/invoice, 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."

Number of Copies: A signed original shall be submitted. If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original is also required.

Designated Agency Billing Office: The preferred method of submitting vouchers/invoices is electronically to the Department of the Interior at NRCPayments@nbc.gov

If the voucher/invoice includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be electronically sent to: Property@nrc.gov

However, if you submit a hard-copy of the voucher/invoice, it shall be submitted to the following address:

Department of the Interior
National Business Center
Attn: Fiscal Services Branch - D2770
7301 West Mansfield Avenue
Denver, CO 80235-2230

If you submit a hard-copy of the voucher/invoice and it includes the purchase of any property with an initial acquisition cost of \$50,000 or more, a copy of the signed original shall be mailed to the following address:

U.S. Nuclear Regulatory Commission
NRC Property Management Officer
Mail Stop: O-4D15
Washington, DC 20555-0001

HAND-CARRIED SUBMISSIONS WILL NOT BE ACCEPTED

Agency Payment Office: Payment will continue to be made by the office designated in the contract in Block 12 of the Standard Form 26, Block 25 of the Standard Form 33, or Block 18a. of the Standard Form 1449, whichever is applicable.

Frequency: The contractor shall submit a voucher/invoice only after the NRC'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 erasures must be initialed. To be considered a proper voucher/invoice, all of the following elements must be included:

1. Contractor's Data Universal Number (DUNS) or DUNS+4 number that identifies the contractor's name and address. The DUNS+4 number is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the contractor to identify alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
2. Contract number.
3. Sequential voucher/invoice number.
4. Date of voucher/invoice.
5. Payee's name and address. Show the name of the Payee as it appears in the contract and its correct address. If the Payee assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Payee shall require as a condition of any such assignment, that the assignee shall register separately in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and shall be paid by EFT in accordance with the terms of this contract. See Federal Acquisition Regulation 52.232-33(g) Payment by Electronic Funds Transfer - Central Contractor Registration (October 2003).
6. A description of articles or services, quantity, unit price, and total amount.
7. For contractor acquired property, list each item with an initial acquisition cost of \$50,000 or more 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.
8. Weight and zone of shipment, if shipped by parcel post.
9. Charges for freight or express shipments. Attach prepaid bill if shipped by freight or express.
10. Instructions to consignee to notify the Contracting Officer of receipt of shipment.
11. 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.

INFORMATION HANDLING SERVICES

CONTRACT NO. GS-02F-0402D

CD-ROM AND ON-LINE DATABASES

(SIN # 760-2)

TERMS AND CONDITIONS OF USE: LICENSE AGREEMENT

1. License/Authorized Use: (a) For those Licensed Products for which a separate license from the third party provider is not required, IHS grants to Licensee a nonexclusive, nontransferable, revocable, access-limited and use-limited license for the term specified herein to use all data, databases, formats, software and applications, in all media provided, and all accompanying documentation ("Product(s)") identified hereunder only for Licensee's internal business use under the authorized access restrictions set forth herein. Licensee may view the Product or any portion thereof for use by one user or print one original (no copies) of the Product or any portion thereof for use by one user providing such print includes a copyright notice, and is dated and, unless the Fair Use Doctrine of the Copyright Act otherwise permits as it relates to Licensee's specific use, destroyed within 60 days of printing. The original print may not be filed to form part of any hard copy reference collection. Licensee must secure all forms of Product files to prevent access by unauthorized individuals or local area network users. Licensee is not authorized to transmit Products electronically or by any other means in any form to any other site. Licensee may make a reasonable number of copies of any user documentation, provided all such copies include all legends, copyright and other proprietary notices that appear on the original. (b) Licensee acknowledges that License Fees are based on the specific access restrictions applicable to the License granted to Licensee. IHS may impose whatever security measures it reasonably deems appropriate to ensure compliance with this License, including covert and overt copy-detection and license awareness technology and encoding of requestor/user information in printed and electronic formats. See Exhibit 1 explaining covert and overt measures. All of the security is behind the IHS firewall. However, if any Product with Digital Rights Management or similar technology is found to be a U.S. Nuclear Regulatory Commission (NRC) IT security risk, NRC reserves the right to cancel any of the Products at anytime. Refund for unused portion would be refunded to NRC on a pro-rata basis. IHS would be given 30 days notice prior to cancellation of any Product. Any attempt to circumvent such access restrictions or IHS security measures will be considered a material breach of this Agreement. In addition to any other remedies available to IHS hereunder, at law or in equity, if IHS determines that Licensee has allowed or committed access in violation of this Agreement, then IHS may halt, restrict or limit subscription access or duration to Products, require additional user registration or authentication information, or charge additional License Fees, for which Licensee will be solely responsible to pay. (c) Licensee may not copy, transfer, sell, license, lease, give, download, decompile, reverse engineer, disseminate, publish, assign (whether directly or indirectly, by operation of law or otherwise), transmit, scan, publish on a network, or otherwise reproduce, disclose or make available to others or create derivative works from, the Product or any portion thereof, except as specifically authorized herein. Licensee must not remove any proprietary legends or markings, including copyright notices, electronically encoded information, watermarks, or any IHS-specific markings. (d) IHS will provide Licensee access to the Product through IP authentication, which Licensee acknowledges is only for Licensee's use and may not be shared with anyone other than Licensee's authorized users at the authorized Licensee site. "Authorized User" means employees, whether on a permanent or temporary basis, independent onsite contractors, or consultants affiliated with Subscriber at the Subscriber's locations listed in this order and permitted access to the licensed products through the Subscriber's secure Intranet. Subscriber shall be responsible for any liability related to Subscriber Contractor's and Consultant's use/misuse of the services as if such Subscriber Contractor or Consultant is an employee of the Subscriber. Licensee is solely responsible for all use, authorized or unauthorized, of Product (including use by Licensee's authorized users). Licensee must notify IHS immediately of any unauthorized use of Product(s) and/or passwords. If Licensee's license hereunder allows, Licensee must comply with U.S. export regulations and restrictions relating to economically sanctioned countries. The U.S. Government's rights with respect to the Product and the database(s) contained therein are limited by the terms of this Agreement, pursuant to FAR § 12.212(a) and/or DFARS § 227.7202-1(a), as applicable. Any duplication authorized by Licensee's license must contain the appropriate legends relating thereto. (e) If Products under this Agreement include Haystack Subscription Services ("Haystack Data"); Licensee may download de minimus portions of Haystack Data for temporary use by Licensee for internal business purposes only and only at the authorized site set forth in this Agreement. Licensee may not sell, license, transfer, create derivative works or exploit commercially in any way Haystack Data. Except as expressly provided in this paragraph, all of the terms and conditions of this Agreement (including the limitations set forth in this section) govern Licensee's use of the Haystack Data. (f) Products combined at Licensee's request ("Custom Collections") generally update automatically. IHS will charge the full License Fee for any Product additions to a Custom Collection requested after the initial Term or any renewal term begins. Licensee receives no credit for cancelled, superseded, or "replaced" Products mid-term. No document substitutions are allowed after the initial Term or any renewal term begins.

2. Pricing and Payment: Licensee must pay all License Fees as set forth in this Agreement. License Fees are due and payable 30 days from date of invoice. The Purchase Order indicates Licensee invoice frequency options. License Fees do not include, and Licensee is solely responsible for, all applicable taxes, custom charges, insurance, and/or other fees associated with the delivery and installation of Product(s), as well as all collection costs, including reasonable attorneys fees, incurred as a result of nonpayment of fees. To protect from unintentional accrual of ONLINE charges, IHS' system automatically will log off after a set time period of inactivity. IHS may impose interest on past due sums at the lesser of the maximum legally chargeable interest rate or 18% per annum or in accordance with the Prompt Payment Act, whichever is applicable. Payments by Electronic Funds Transfer (MAR I-FSS-1998) (GSAR 552.232-70) and Payments By Purchase Card (DEC 1989)(VARIATION I-MAR 1998) (GSAR 552.232-80) are incorporated herein by reference. IHS

INFORMATION HANDLING SERVICES
CONTRACT NO. GS-02F-0402D
CD-ROM AND ON-LINE DATABASES
(SIN # 760-2)

will provide Licensee with applicable pricing for any renewal term in writing no less than 60 days prior to the end of the initial or any renewal term.

3. Limited Warranties/Disclaimer of Warranties: (a) Each party represents and warrants that it is fully authorized to enter into this Agreement. (b) IHS provides all Product(s) and Services "AS IS." Product(s) is compiled from materials furnished to IHS by outside sources and should be used as a reference source only. IHS does not warrant the completeness or accuracy of the information, that Licensee's use of Product(s), including without limitation, the databases and/or software and documentation, will be uninterrupted or error-free, or that the results obtained will be successful or will satisfy Licensee's requirements. IHS MAKES NO WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. Limitation of Liability: NEITHER IHS NOR ITS THIRD PARTY PROVIDERS ARE LIABLE IN CONTRACT, TORT OR OTHERWISE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST DATA, AND BUSINESS INTERRUPTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR INABILITY TO USE PRODUCT(S) OR ARISING OUT OF OR IN CONNECTION WITH THE SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE ASSUMES THE SOLE RESPONSIBILITY FOR ITS USE OF THE PRODUCT AND SERVICES. IN NO EVENT WILL IHS' LIABILITY OR THAT OF ITS THIRD PARTY PROVIDERS EXCEED THE LICENSE FEE OR THE SERVICE FEE PAID BY LICENSEE TO IHS FOR THE PRODUCT OR SERVICE THAT GAVE RISE TO THE CLAIM.

5. Intellectual Property Rights: The data, software, equipment, and documentation contained in IHS Product(s) are developed entirely at private expense, comprise valued proprietary and commercial information of IHS and its suppliers, and are copyrighted. Licensee acknowledges that this License does not confer any ownership rights whatsoever in Products. Licensee acknowledges that all material, whether delivered on data tape, hard copy, electronically or otherwise, that are provided pursuant to this Agreement and all rights therein are the property of and are copyrighted by IHS or some other person or entity that owns copyright in the information used. Licensee may not make or authorize, without the prior written consent of IHS, any reproduction of or copy from any part of the Products. Licensee will take any and all action that may reasonably be required by IHS to protect such rights and rights in the trademarks and service marks owned by IHS or other person or entity.

6. Restricted Rights Legend: Any data contained in the IHS Product and used by, for, or on behalf of the U.S. Government, its agencies and/or instrumentalities is provided with LIMITED RIGHTS set forth in this Agreement. Any software contained in the IHS Product(s) which is used by, or on behalf of the U.S. Government, is provided with RESTRICTED RIGHTS set forth in this Agreement. Use, duplication, or disclosure of data and/or software by the U.S. Government is subject to restrictions as set forth in the Rights in Technical Data and Computer Software clause at FARs 12.211 and 12.212(a) and/or Commercial Computer Software at DFARS 227.7202-1(a) or subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Information Handling Services, 15 Inverness Way East, Englewood, Colorado.

7. Term & Termination: (a) Unless sooner terminated in accordance with this section, the initial term of this Agreement is set forth on the front of this document. (b) So long as Licensee is not in breach of this Agreement, Licensee may choose to renew this Agreement for successive renewal terms equal in length to the initial term, but in no event less than 1 year, by informing IHS of its intent to renew no less than 60 days prior to the end of the initial or any renewal term, and payment of the applicable renewal License Fee prior to the end of the initial term. If Licensee attempts to renew after the end of the initial or any renewal term or fails to pay prior to the end of the initial or any renewal term, Licensee acknowledges that it may risk having its access to Product(s) interrupted, until such time as renewal and payment are received by IHS. (c) IHS may terminate this Agreement or suspend the License, with 15 days prior written notice and opportunity to cure and without further liability, upon: (i) Licensee's failure to pay any amounts as provided herein; (ii) Licensee's breach of any provision of this Agreement or any law, rule or regulation governing Products or Services; or (iii) any governmental prohibition or required alteration of Products or Services. (d) Licensee may terminate this Agreement, with 30 days prior written notice and opportunity to cure, upon: (i) IHS' breach of any provision of this Agreement or any law, rule or regulation governing Products or Services; (ii) any insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to IHS; or (iii) any governmental prohibition or required alteration of Products or Services. (e) IHS may terminate or suspend Services without notice if: (i) necessary to protect IHS' legal liability to its third party providers; (ii) IHS has reasonable evidence of Licensee's fraudulent or illegal use of Products or Services; or (iii) required by legal or regulatory authority. Any termination does not relieve Licensee of any liability incurred prior to such termination, or for payment of unaffected Products or Services. All terms and conditions of this Agreement will continue to apply to any Products or Services not so terminated, regardless of the termination of this Agreement. (f) IHS has the right, in its sole discretion, not to renew this Agreement at the end of the initial term or at the end of any renewal period, by giving Licensee at least 60 days written notice of its intent not to renew. IHS will not be liable to Licensee for any damages, indemnities, compensation, or any other payment of any kind by reason of the expiration or termination of this Agreement for any reason. (g) Upon expiration or termination of this Agreement for any reason, Licensee will (i) discontinue all use of Product(s); (ii) destroy any items relating to Product (including but not limited to data, software, and documentation) and purge any Product data from all electronic media; and (iii) provide written notice to IHS certifying that Licensee has complied with this paragraph.

INFORMATION HANDLING SERVICES
CONTRACT NO. GS-02F-0402D
CD-ROM AND ON-LINE DATABASES
(SIN # 760-2)

8. Nonrenewal: Licensee may notify IHS of its intent not to renew by providing IHS with written notice no less than 30 days prior to the end of the initial or any renewal term without incurring any cancellation charges. Such request will become effective at the end of the initial term or any renewal term.

9. Audit: Upon reasonable notice by IHS to Licensee, and not more than once annually (unless prior violations have been discovered), IHS may audit relevant records at Licensee's location during normal business hours to enable IHS to ensure Licensee's compliance with the License herein.

10. Assignment or Transfer: This Agreement and the benefit of the rights granted to and the obligations undertaken by Licensee under this Agreement may not be assigned, delegated or in any other manner transferred by Licensee, by operation of law or otherwise, without the express prior written consent of IHS and any necessary recalculation of License Fees, which may be withheld in IHS' sole discretion. Licensee may not grant affiliates, subsidiaries or successors-in-interest any right to use Product(s) hereunder without IHS' express prior written consent, which may be withheld in IHS' sole discretion, and an increase in License Fees. Any such attempted assignment, delegation or other transfer will be null and void. IHS may transfer its rights and obligations under this Agreement to any affiliate or any successor to all or substantially all of the assets of IHS to which this Agreement relates.

11. Miscellaneous: (a) Licensee acknowledges that under the laws of the U.S., it is unlawful for IHS, its divisions, subsidiaries and representatives, directly or indirectly, to make any payment or to give anything of value to any foreign official (other than a foreign official whose duties are essentially ministerial or clerical) or to any foreign political party, any official of a foreign political party or any candidate for foreign political office for the purposes of influencing any action or failure to take action on the part of such person in connection with the obtaining, retaining or directing of business to any person or company. Licensee will not, directly or indirectly, make any such payment while this Agreement is in effect. (b) [INTENTIONALLY OMITTED] (c) The headings herein are for convenience only and are not intended to have any substantive significance in interpreting this Agreement. (d) The parties are independent contractors, and nothing herein creates or implies an agency relationship or a joint venture or partnership between the parties. (e) If either party commences litigation under this Agreement, the prevailing party is entitled to reimbursement of its costs and attorneys' fees from the other party. (f) This Agreement is nonexclusive. Nothing herein prevents either party from entering into similar arrangements with other entities. (g) Written notices required to be provided by this Agreement will be sent to the addresses on the front of this document. A notice is deemed given when delivered. (h) Either party's failure to enforce any provision or term of this Agreement shall not be construed as a future or continuing waiver of such provision or term of this Agreement. (i) Neither party may issue a news release, public announcement, advertisement or other form of publicity concerning the existence of the Agreement or the Services provided hereunder without the prior written consent of the other party. Licensee may not use IHS' name, logo or service mark in marketing services to end-users. (j) If any provision hereunder is declared or held invalid, illegal or unenforceable, this Agreement will be revised only to the extent necessary to make such provision(s) legal and enforceable, or if impossible, the unaffected portions of this Agreement shall remain in full force and effect so long as the Agreement remains consistent with the parties' original intent. (k) The terms and conditions of this Agreement will survive the expiration or other termination of this Agreement to the fullest extent necessary for their enforcement and for the realization of the benefit thereof by the party in whose favor they operate. (l) This Agreement has been written and executed in the English language. All questions of construction arising hereunder will be resolved by reference to the executed instrument in English whether or not counterparts thereof are written and/or executed in any other language.

12. Dispute Resolution: Disputes between the parties relating to 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 Contracts Dispute Act. Expenses and attorney fees are recoverable only to the extent authorized by federal law. To the extent that federal law does not exist and state law could be applicable to this Agreement, the laws of the State of New York shall apply.

This Agreement consists of third party provider license(s), if any, this Purchase Order and License Agreement and any additional attachments or terms set forth in writing by the Parties. The order of precedence in the event of a conflict will be (i) any third party provider license(s), (ii) any additional attachments or terms set forth in writing by the authorized Parties and (iii) this Purchase Order/ License Agreement. By signing below, the parties agree to be bound by this Agreement and Licensee represents that the individual signing below is fully authorized to bind Licensee.

INFORMATION HANDLING SERVICES INC.

BY: Chh C. Wint DATE: 3/1/07

NAME & TITLE: Charles C. Wint 1VP

LICENSEE: U.S. Nuclear Regulatory Commission

BY: [Signature] DATE: 3/12/07

INFORMATION HANDLING SERVICES
CONTRACT NO. GS-02F-0402D
CD-ROM AND ON-LINE DATABASES
(SIN # 760-2)

NAME & TITLE: Robert B. Webber, Contracting Officer

ITEM LEVEL DISCOUNT QUALIFICATION
CRITERIA AND APPLICATIONS

ITEM LEVEL DISCOUNT QUALIFICATION CRITERIA:

- * All products for an Item Level Discount must be submitted on a single purchase order; however, shipments may be made to multiple locations.

- * All products for an Item Level Discount must have the same beginning and ending contract dates for the subscription period.

ITEM LEVEL DISCOUNT APPLICATIONS:

- * Only one Item Level Discount may be applied to a product or service.

- * Item Level Discounts are applied to, and deducted from, each product before applying any other available discount.

- * Item Level Discounts are not retroactive. Products added to an existing subscription contract (e.g., Mid-term) for an Item Level Discount will receive only the discount applicable to the number of products on the single add-on order. Add-on products will not be added to the quantity of products already leased for the Item Level Discount until the time of subscription renewal, at which time all products for the Item Level Discount will be aggregated and, if the Discount Qualification Criteria are met, all products for the Item Level Discount will be totaled and the Item Level Discount calculated accordingly.

EXHIBIT 1

Overt includes such measures as:

- a) Openly documenting and reporting suspected copyright/IP violations to the customer when they are detected.
- b) Visible indication (stamping) of user/account/date/time information on downloaded documents to discourage unauthorized sharing or to determine providence of copies of downloaded material.
- c) Providing on-line messaging pop ups, messages) in the applications asking the user to acknowledge copyright issues before downloading (copyright screen).

Covert includes:

- a) Usage log analysis to identify unreasonable download activity (mass scripting)
- b) Usage log analysis to identify unreasonable access from unlicensed locations or users
- c) Utilizing proprietary steganographic or marking techniques inside downloaded content to determine providence of the documents if shared by unauthorized users.
- d) Specialized encryption and locking technology transparent to the authorized and licensed user community.

None of these measures involve active code or software at the customer location. These will have no affect whatsoever on any anti-virus tools or customer environment. Our goal is to provide reasonable, transparent, non-intrusive access to our licensed and contract-compliant customers (fair use) while providing the appropriate protection and deterrents to address non-licensed users, abuse, and unreasonable access.