October 7, 2009

Mr. Carl Malamud
President & CEO
Public.Resource.Org
1005 Gravenstein Highway North
Sebastopol, California 95472

Re: Freedom of Information Act Request CRAFT 09-233

Dear Mr. Malamute:

This is in final response to your Freedom of Information Act (FOIA) request dated May 20, 2009, requesting the following:

- Any memoranda or budgetary documents that detail the total amount actually spent or the amount budgeted to be spent by the Department of Commerce to access the PACER system by the Administrative Office of the Courts.

- Any agreements, contracts, or memoranda of understanding between the Department of Commerce and the Administrative Office of the Courts governing access to the PACER system by Department of Commerce staff.

- Any memoranda or other documents from Department of Commerce management to Department of Commerce lawyers asking them to curtail, limit, or otherwise ration their use of the PACER system due to cost considerations.

- Any contracts, memoranda, or budgetary materials detailing the specific agreements and amount of money spent by the Department of Commerce with commercial legal information providers such as Thomson WestLaw or the ReedElsieveir LexisNexis service.

We are enclosing responsive documents. Portions of five documents are being withheld pursuant to 5 U.S.C. § 552 high(b)(2), which protects information related solely to the internal personnel rules and practices of an agency, the disclosure would risk the circumvention of an agency regulation, or legal requirement. Portions of nine documents are being withheld pursuant to 5 U.S.C. § 552 (b)(4), which protects information that is business confidential. Portions of one document are being withheld pursuant to 5 U.S.C. § 552 high(b)(2) and (b)(4).
You have the right to appeal this partial denial of the FOIA request. An appeal must be received within 30 calendar days of the date of this letter by the Assistant General Counsel for Administration (Office), Room 5898-C, U.S. Department of Commerce, 14th and Constitution Avenue, N.W. Washington, D.C. 20230. Your appeal may also be sent by e-mail to FOIAAppeals@doc.gov or by facsimile (fax) to 202-482-2552. The appeal must include a copy of the original request, this response to the request and a statement of the reason why withheld records should be made available and why denial of the records was in error. The submission (including e-mail and fax submissions) is not complete without the required attachments. The appeal letter, the envelope, the e-mail subject line, and the fax cover sheet should be clearly marked “Freedom of Information Act Appeal.” The e-mail, fax machine, and Office are monitored only on working days during normal business hours (8:30 a.m. to 5:00 p.m., Eastern Time, Monday through Friday). FOIA appeals posted to the e-mail box, fax machine or Office after normal business hours will be deemed received on the next normal business day.

Sincerely,

Bobbie Parsons
FOIA Officer
Immediate Office of the Secretary

Enclosures
Department of Commerce
Brenda Dolan
FOIA/PA Officer, Room 5327
14th Street and Constitution Avenue, N.W.
Washington, D.C. 20230

Dear Mr. Dolan:

This is a request under the Freedom of Information Act, 5 U.S.C. § 552. I am trying to determine how much money the Department of Commerce is spending on access to federal court documents and other primary legal materials. Specifically, I am requesting copies of:

- Any memoranda or budgetary documents that detail the total amount actually spent or the amount budgeted to be spent by the Department of Commerce to access the PACER system run by the Administrative Office of the Courts. I am interested in how much was spent or was budgeted to be spent in the period from 2000 to the present, as well as budget items for future fiscal periods.
- Any agreements, contracts, or memoranda of understanding between the Department of Commerce and the Administrative Office of the Courts governing access to the PACER system by Department of Commerce staff.
- Any memoranda or other documents from Department of Commerce management to Department of Commerce lawyers asking them to curtail, limit, or otherwise ration their use of the PACER system due to cost considerations.
- Any contracts, memoranda, or budgetary materials detailing the specific agreements and amount of money spent by the Department of Commerce with commercial legal information providers such as Thomson WestLaw or the Reed Elsevier LexisNexis service. While I understand such commercial legal information providers have more than just federal data, documents pertaining to the amount spent or budgeted, contracts, and memoranda relating to curtailling use because of cost are all relevant to this inquiry.

Request for News Media Fee Status

Public.Resource.Org asks that we not be charged search or review fees for this request because we qualify as a "representative of the news media" pursuant to the FOIA and 28 C.F.R. § 16.11(b)(6).
Public.Resource.Org, Inc. is a 501(c)(3) public charity chartered to create public works projects on the Internet with a particular focus on making government information more broadly available without fee to any and all users. Public.Resource.Org has been certified as a “news media” requester for the purposes of obtaining and publishing high-resolution video from the United States Congress Recording Studio and we are engaged in a Joint Venture with the National Technical Information Service (“NTIS”) under Agreement No. NTIS-1832 to assist in more broadly disseminating materials from NTIS onto the Internet. Documents from this current FOIA request will be promptly published, joining over 32.4 million pages of U.S. government documents we have made available on the Internet.

Due to our extensive publication activities, Public.Resource.Org is a “representative of the news media” under the FOIA and agency regulations. As such, this request is subject only to duplication fees after the Department of Commercer 100 pages. However, all duplication fees should be waived, as discussed below, because disclosure of the information requested above is in the public interest.

**Request for a Public Interest Fee Waiver**

Public.Resource.Org is entitled to a waiver of duplication fees because disclosure of the requested information is in the public interest within the meaning of 5 U.S.C. § 552(a)(4)(a)(iii) and 28 C.F.R. § 16.11(k). To determine whether a request meets this standard, agencies determine whether “[d]isclosure of the requested information is likely to contribute significantly to public understanding of the operations or activities of the government,” and whether such disclosure “is not primarily in the commercial interest of the requester.” 28 C.F.R. §§ 16.11(k)(i), (ii). This request clearly satisfies these criteria.

FDearment of Commercer, this request concerns “the operations or activities of the government.” 28 C.F.R. § 16.11(k)(2)(i). The agency’s access to legal research materials produced by the government constitutes government operations or activities.

Second, disclosure of the requested information will “contribute to an understanding of government operations or activities.” 28 C.F.R. § 16.11(k)(2)(ii) (internal quotation marks omitted). Public.Resource.Org has requested information that will publicly reveal the nature and contents of the access to primary legal materials.

Third, the requested material will “contribute to public understanding” of limitations of access to legal materials. 28 C.F.R. § 16.11(k)(2)(iii) (internal quotation marks omitted). This information will contribute not only to Public.Resource.Org’s understanding of access to primary legal materials by government lawyers, but to understanding of a broad audience of persons interested in the subject, since Public.Resource.Org will make the records available to the public at no cost.

Fourth, the disclosure will “contribute significantly” to the public’s knowledge and understanding of how much government spends to access public domain materials. 28 C.F.R. § 16.11(k)(2)(iv) (internal quotation marks omitted). Disclosure of the requested information will permit the public to access the requested records for free.

Furthermore, a fee waiver is appropriate here because Public.Resource.Org has no commercial interest in the disclosure of the requested records. 28 C.F.R. § 16.11(k)(3). Public.Resource.Org is a 501(c)(3) nonprofit organizations and will derive no commercial benefit from the information at issue here.
Thank you for your consideration of this request. If you have any questions or concerns, please do not hesitate to contact me at (707) 827-7290. As the FOIA provides, I will anticipate a determination on this request from your office within 20 working days.

Respectfully yours,

Carl Malamud
President & CEO
Public.Resource.Org
Alicia S. Price  
Management and Program Analyst  
Office of the General Counsel - Admin  
202-482-3997 (tel)  
202-482-2998 (fax)

-----Original Message-----
From: pscmsg@psc.uscourts.gov [mailto:pscmsg@psc.uscourts.gov]  
Sent: Wednesday, November 05, 2008 8:26 AM  
To: Price, Alicia  
Subject: PACER Auto Payment Failure

Your PACER account is registered for automatic credit card billing by the PACER Service Center. However, an attempt to charge your account balance of $15.44 to the card on file failed with the following error: (Card declined).

Since multiple attempts to charge the card on file have failed, the automatic credit card billing feature has been deactivated. No further attempts to charge your account balance to your card will be made. Please make other payment arrangements. If we do not hear from you and your account becomes delinquent, your account may be disabled.

You may update your credit card information in the 'Account Information' section at the PACER Service Center web site, http://pacer.psc.uscourts.gov or by calling (800)676-6856.

Please do not reply to this message. If you have questions or comments, please email them to pacer@psc.uscourts.gov.
Price, Alicia

Mendes, Paulo; Grimes, Meghan

FW: PACER Auto Payment Failure

Alicia S. Price
Management and Program Analyst
Office of the General Counsel - Admin
202-482-3997 (tel)
202-482-2998 (fax)

-----Original Message-----
From: pscmsg@psc.uscourts.gov [mailto:pscmsg@psc.uscourts.gov]
Sent: Friday, October 31, 2008 8:05 AM
To: Price, Alicia
Subject: PACER Auto Payment Failure

Your PACER account, [redacted] is registered for automatic credit card billing by the PACER Service Center. However, an attempt to charge your account balance of $15.44 to the card on file failed with the following error: (Card declined).

One more attempt will be made on or around 11/05/2008. If the second attempt fails, you will need to make other payment arrangements or your account may be disabled.

You may update your credit card information in the 'Account Information' section at the PACER Service Center web site, http://pacer.psc.uscourts.gov or by calling (800)676-6856.

Please do not reply to this message. If you have questions or comments, please email them to pacer@psc.uscourts.gov.
Alicia S. Price  
Management and Program Analyst  
Office of the General Counsel - Admin  
202-482-3997 (tel)  
202-482-2998 (fax)

-----Original Message-----
From: DO_NOT_REPLY@psc.uscourts.gov [mailto:DO_NOT_REPLY@psc.uscourts.gov]
Sent: Tuesday, October 07, 2008 2:37 AM
To: Price, Alicia
Subject: FW: UD0526 October 2008 PACER Quarterly Statement

The attached pdf document is the October 2008 quarterly PACER statement for account [redacted]. To view this document, you must have Adobe's Acrobat Reader. This reader is available free of charge at the Adobe web site, http://www.adobe.com. If you have the Acrobat Reader and are still unable to view the attachment or the attachment appears as a large amount of unintelligible text in the body of this message, you should download your statement from the PACER Service Center web site, http://pacer.psc.uscourts.gov. Log on to the 'Account Information' section, then select the 'Review Quarterly Statements' option.

• You may download this statement as well as previous statements from the PACER Service Center web site, http://pacer.psc.uscourts.gov. Log in to the 'Account Information' section, then select the 'Review Quarterly Statements' option.

• Your may view the detailed transaction history from the 'Account Information' section by selecting the 'Review Transaction History' option.

• If the amount due is less than $10.00 no payment is required.

• Credit cards will be billed a few days prior to the due date for those accounts which have credit cards on file.

• You may sign up at any time for automatic credit card billing at the PACER Service Center web site http://pacer.psc.uscourts.gov. The credit card on file will be charged within a few days of the due date if the balance is $10 or more at that time.

• To make payment by credit card, change account information, or view transaction details for this statement, visit the 'Account Information' Section of the PACER Service Center web site at http://pacer.psc.uscourts.gov.

• The PACER Service Center quarterly announcement is available for viewing from the PACER Service Center web site under 'PACER Announcements', http://pacer.psc.uscourts.gov/announce.html.
Please do not reply to this message. If you have questions or comments, please email them to pacer@psc.uscourts.gov.
**PACER QUARTERLY STATEMENT/INVOICE**

**LOGIN ID:**

**BILLING DATE:** 10/03/2008

**BILLING CYCLE:** 07/01/08 to 09/30/08

**PAGE:** 2

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| PAGE: | 3 |

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BALANCE DUE: $15.44

NOTE: The transaction details listed on this statement are summed up by client code for each court by day. The TOTAL PAGES column is actually the total number of pages for all, NUM TRANS, transactions with the same CLIENT CODE for the given DATE. To get the individual transaction detail, select the Review Transaction History option under the Account Information section of the PACER Service Center web site, http://pacer.psc.uscourts.gov.
**ORDER FOR SUPPLIES OR SERVICES**

**1. DATE OF ORDER**
09 Apr 2007

**2. CONTRACT NO. (if any)**

**3. ORDER NO.**
SA130107SB0027

**4. REQUISITION/REFERENCE NO.**
AABB0178-7-00565

**5. ISSUING OFFICE**

**6. NAME OF CONSIGNEE**
Ult Dest: SE1894

**8. TYPE OF ORDER**

**9. PURCHASE REFERENCE NO.**
X

**10. REQUISITIONING OFFICE**
General Counsel

**11. BUSINESS CLASSIFICATION (Check appropriate box(es))**
- a. Small [X]
- b. Other than small
- c. Disadvantaged
- d. Women-owned
- e. HUBZone
- f. Emerging small business
- g. Service-disabled veteran-owned

**12. F.O.B. POINT**

**13. PLACE OF**

**14. GOVERNMENT B/L. NO.**

**15. DELIVER TO F.O.B. POINT OR BEFORE**
01 Feb 2007

**16. DISCOUNT TERMS**
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**17. SCHEDULE (See reverse for Rejections)**

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**19. GROSS SHIPPING WEIGHT**

**20. INVOICE NO.**

**21. MAIL INVOICE TO:**

**22. MAILING INSTRUCTIONS ON REVERSE**

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**17(l) GRAND TOTAL**

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**UNITED STATES OF AMERICA BY (Signature)**


Prescribed by GSA/FAR 48 CFR 53.213(i)
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1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
www.arnet.gov

2. 1352.201-71 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (MARCH 2000)

a. Jane Sessa is hereby designated as the Contracting Officer's Technical Representative (COTR). The COTR may be changed at any time by the Government without prior notice to the Contractor by a unilateral modification to the Contract. The COTR is located at:
U.S. Department of Commerce
14th & Constitution Ave N.W.
Washington D.C. 20230-0001
Phone Number: 202-482-1610

b. The responsibilities and limitations of the COTR are as follows:
   (1) The COTR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COTR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
   (2) The COTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting Officer directly or through the COTR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COTR may designate assistant COTR(s) to act for the COTR by naming such assistant(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

3. 42.708 (42.708) Quick-closeout procedure.

(a) The contracting officer responsible for contract closeout shall negotiate the settlement of indirect costs for a specific contract, in advance of the determination of final indirect cost rates, if--
   (1) The contract is physically complete;
   (2) The amount of unsettled indirect cost to be allocated to the contract is relatively insignificant. Indirect cost amounts will be considered insignificant when--
      (i) The total unsettled indirect cost to be allocated to any one contract does not exceed $1,000,000; and
      (ii) Unless otherwise provided in agency procedures, the cumulative unsettled indirect costs to be allocated to one or more contracts in a single fiscal year do not exceed 15 percent of the estimated, total unsettled indirect costs allocable to cost-type contracts for that fiscal year.
   The contracting officer may waive the 15 percent restriction based upon a risk assessment that considers the contractor's accounting, estimating, and purchasing systems; other concerns of the cognizant contract auditors; and any other pertinent information; and
   (3) Agreement can be reached on a reasonable estimate of allocable dollars.

(b) Determinations of final indirect costs under the quick-closeout procedure provided for by the Allowable Cost and Payment clause at 52.216-7 or 52.216-13 shall be final for the contract it covers and no adjustment shall be made to other contracts for over- or under-recoveries of costs allocated or allocable to the contract covered by the agreement.
(c) Indirect cost rates used in the quick closeout of a contract shall not be considered a binding precedent when establishing the final indirect cost rates for other contracts.

4. 1352.201-70 CONTRACTING OFFICER'S AUTHORITY (MARCH 2000)

The Contracting Officer is the only person authorized to make or approve any changes in any of the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the Contractor makes any changes at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

5. 1352.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MARCH 2000)

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) Remedies - The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert provisions which shall conform substantially to the language of this clause, including this paragraph (d), in any subcontract or consultant agreement hereunder.

6. 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 2006)

An offeror shall complete only paragraph (k) of this provision if the offeror has completed the annual representations and certifications electronically at http://orca.bpn.gov. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (j) of this provision.

(a) "Definitions." As used in this provision--
"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.
"Forced or indentured child labor" means all work or service--
(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.
"Manufactured end product; means any end product in Federal Supply Classes (FSC) 1000-9999, except;
(1) FSC 5510, Lumber and Related Basic Wood Materials;
(2) Federal Supply Group (FSG) 87, Agricultural Supplies;
(3) FSG 88, Live Animals;
(4) FSG 89, Food and Related Consumables;
(5) FSC 9410, Crude Grades of Plant Materials;
(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
(8) FSC 9610, Ores;
(9) FSC 9620, Minerals, Natural and Synthetic; and
(10) FSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means textlist1; textlist2; keywords)business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b) "Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701)." (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) "Taxpayer Identification Number (TIN)."

// TIN: ________________
// TIN has been applied for.
// TIN is not required because: // Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent.
in the United States;
/ / Offeror is an agency or instrumentality of a foreign
/ / government;
/ / Offeror is an agency or instrumentality of the Federal
Government.
(4) "Type of organization."
/ / Sole proprietorship;
/ / Partnership;
/ / Corporate entity (not tax-exempt);
/ / Corporate entity (tax-exempt);
/ / Government entity (Federal, State, or local);
/ / Foreign government;
/ / International organization per 26 CFR 1.6049-4;
/ / Other ____________________________.
(5) "Common parent."
/ / Offeror is not owned or controlled by a common parent;
/ / Name and TIN of common parent:
Name ____________________________.
TIN ____________________________.
(c) Offerors must complete the following representations when the resulting
contract will be performed in the United States or its outlying areas. Check all
that apply.
(1) "Small business concern." The offeror represents as part of its offer
that it is, / / is not a small business concern.
(2) "Veteran-owned small business concern." [Complete only if the offeror
represented itself as a small business concern in paragraph (c)(1) of this
provision.] The offeror represents as part of its offer that it / / is, / / is not a veteran-owned small business concern.
(3) "Service-disabled veteran-owned small business concern." [Complete only
if the offeror represented itself as a veteran-owned small business concern in
paragraph (c)(2) of this provision.] The offeror represents as part of its offer
that it / / is, / / is not a service-disabled veteran-owned small business
concern.
(4) "Small disadvantaged business concern." [Complete only if the offeror
represented itself as a small business concern in paragraph (c)(1) of this
provision.] The offeror represents, for general statistical purposes, that it
/ / is, / / is not concern)." [Complete only if the offeror is a women-owned
business concern and did not represent itself as a small business concern in
paragraph (c)(1) of this provision.] The offeror represents that it is a
women-owned business concern.
(7) "Tie bid priority for labor surplus area concerns." If this is an
invitation for bid, small business offerors may identify the labor surplus areas
in which costs to be incurred on account of manufacturing or production (by
offeror or first-tier subcontractors) amount to more than 50 percent of the
contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration
Program and for the Targeted Industry Categories under the Small Business
Competitiveness Demonstration Program. [Complete only if the offeror has
represented itself to be a small business concern under the size standards for
this solicitation.]
(i) [Complete only for solicitations indicated in an addendum as being
set-aside for emerging small businesses in one of the designated industry groups
(DIGs).] The offeror represents as part of its offer that it / / is, / / is not
an emerging small business.
(ii) [Complete only for solicitations indicated in an addendum as being
for one of the targeted industry categories (TICs) or designated industry groups
(DIGs).] Offeror represents as follows:
(A) Offeror's number of employees for the past 12 months (check the
Employees column if size standard stated in the solicitation is expressed in
terms of number of employees); or

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(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts). (Check one of the following):

<table>
<thead>
<tr>
<th>Number of Employees</th>
<th>Average Annual Gross Revenues</th>
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<tr>
<td>50 or fewer</td>
<td>$1 million or less</td>
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<td>51-100</td>
<td>$1,000,001-$2 million</td>
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<tr>
<td>101-250</td>
<td>$2,000,001-$3.5 million</td>
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<tr>
<td>251-500</td>
<td>$3,500,001-$5 million</td>
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<tr>
<td>501-750</td>
<td>$5,000,001-$10 million</td>
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<tr>
<td>751-1,000</td>
<td>$10,000,001-$17 million</td>
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<tr>
<td>Over 1,000</td>
<td>Over $17 million</td>
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(9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) "General." The offeror represents that either--

(A) It / / is, / / is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on its application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) / / "Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns." The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: -----------.

(10) "HUBZone small business concern." [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It / / is, / / is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It / / is, / / is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: -----------.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) "Representations required to implement provisions of Executive Order 11246"--

(1) Previous contracts and compliance. The offeror represents that--

(i) It / / has, / / has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It / / has, / / has not filed all required compliance reports.

(2) "Affirmative Action Compliance." The offeror represents that---
(i) It /\_/ has developed and has on file, /\_/ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or (ii) It /\_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

"Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352)." (Applies only if the contract is expected to exceed $100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employ

| Line Item No. | Country of Origin |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) "Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate." (Applies only if the clause at FAR 52.225-3, Buy American Act-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian end product," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement Country," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian or Moroccan end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

FREE TRADE AGREEMENT COUNTRY END PRODUCTS (OTHER THAN BAHRAINIAN OR MOROCCAN END PRODUCTS) OR ISRAELI END PRODUCTS:

| Line item No. | Country of origin |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

| Line Item No. | Country of Origin |

[List as necessary]
(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) "Buy American Act-Freeentitled "Buy American Act-Free Trade Agreements-Israeli Trade Act":

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<th>Line Item No.</th>
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[List as necessary]

(4) "Trade Agreements Certificate." (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products. Other End Products:

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[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) "Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12689)." (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) /./ Are, /./ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) /./ Have, /./ have not, within a three-year period preceding this offer, been convicted of or had a civil FILE0 subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) /./ Are, /./ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for "Listed End Products (Executive Order 13126)." [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) "Listed end products."
(2) "Certification." (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.) [ ] (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. [ ] (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

[ ] (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

[ ] (2) Outside the United States.

(k)

(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (k)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer. All representations and certifications posted on ORCA.)

(End of Provision)

7. 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (SEP 2005)

(a) "Inspection/Acceptance." The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) "Assignment." The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in

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accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) "Changes." Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) "Disputes." This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) "Definitions." The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) "Excusable delays." The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) "Invoice."

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;
(ii) Invoice date and number;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) "Patent indemnity." The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any
United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) "Payment."--

(1) "Items accepted." Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) "Prompt payment." The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) "Electronic Funds Transfer (EFT)." If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) "Discount." In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) "Overpayments." If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(j) "Risk of loss." Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) "Taxes." The contract price includes all applicable Federal, State, and local taxes and duties.

(l) "Termination for the Government's convenience." The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) "Termination for cause." The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) "Title." Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) "Warranty." The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
(p) "Limitation of liability." Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) "Other compliances." The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.


(s) "Order of precedence." Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Dispute, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) "Central Contractor Registration (CCR)."

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to

[A] change the name in the CCR database;

[B] comply with the requirements of Subpart 42.12; and

[C] agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be
8. 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 2007)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:


(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:

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).

(4) [Reserved]

(5)  


(ii) Alternate I (Oct 1995) of 52.219-6.

(iii) Alternate II (Mar 2004) of 52.219-6.

(6)  


(iii) Alternate II (Mar 2004) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

(8)  

(i) 52.219-9, Small Business Subcontracting Plan (Sept 2006) (15 U.S.C. 637(d)(4)).


(iii) Alternate II (Oct 2001) of 52.219-9.

(9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).


(11)  

(if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(12) 52.219-25, Small Disadvantaged Business Participation

Program-


(13) 52.219-26, Small Disadvantaged Business Participation

Program-


(14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (15) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2006) (E.O. 13126).

X (17) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).


(22) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(23) 52.222-3, Buy American Act-Free Trade Agreements-


(ii) Alternate I (Aug 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).


(25) 52.225-3, Buy American Act-Free Trade Agreements-

(i) 52.225-3, Buy American Act-Free Trade Agreements-


(iii) Alternate II (Jan 2004) of 52.225-3.


(27) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(28) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).

(29) 52.226-5, Restrictions on Subcontracting Outside Disaster Area (42 U.S.C. 5150).


(31) 52.232-30, Installment Payments for Commercial Items (Oct 1995)
(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).


X (33) 52.232-34, Payment by Electronic Funds Transfer—Other Central Contractor Registration (May 1999) (31 U.S.C. 3332).


(36) (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 1984) 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, as Amended (July 2005) (41 U.S.C. 351, et seq.).


(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 paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(1) 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

SA1301-07-SE-0027
the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).


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

(vi) 52.222-41, Service Contract Act of 1965, as Amended (July 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 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.

(End of Clause)

9. 1352.215-70 PERIOD OF PERFORMANCE (MARCH 2000)

a. The period of performance of this contract is from 10/01/2006 through 09/30/2007. If an option is exercised, the period of performance shall be extended through the end of that option period.

10. 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 30 days of the expiration date.

11. 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 provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 (1) one year.

12. 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.
13. 1352.237-72
   a. Contracts more than 180 days - National Agency Check and Inquiries (NACI)
   b. Contracts less than 180 days - Special Agency Check (SAC)
2. IT Service Contracts
   a. Contracts more than 180 days - National Agency Check and Inquiries (NACI)
   b. Contracts less than 180 days - National Agency Check and Inquiries (NACI)

3. In addition to the investigations noted above, non-U.S. citizens must have a background check that includes an Immigration and Customs Enforcement (ICE - formerly Immigration and Naturalization Service) agency check.

B. Additional Requirements for Foreign Nationals (Non-U.S. Citizens)
   Non-U.S. citizens (lawful permanent residents) to be employed under this contract within the United States must have:
   1. Official legal status in the United States;
   2. Continuously resided in the United States for the last two years; and
   3. Advance approval from the servicing Security Officer in consultation with the Office of Security headquarters.

C. Security Processing Requirements for Low Risk Non-IT Service Contracts
   Processing requirements for Low Risk non-IT Service Contracts are as follows.
   1. Contract employees employed in Low Risk non-IT service contracts for more than 180 days will require a National Agency Check and Inquiries (NACI) to be processed. The COR will forward a completed Standard Form SF 85, Questionnaire for Non-Sensitive Positions, Form FD 258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer within three working days from start of work, who will send the investigative packet to the Office of Personnel Management.
   2. Contract employees employed in Low Risk non-IT service contracts for less than 180 days require a Special Agreement Check (SAC), Form OFI-86C, to be processed. The Contracting Officer's Representative (COR) will forward a completed Form OFI-86C, FD 258, Fingerprint Chart, and Credit Release Authorization to the servicing Security Officer, who will send the investigative packet to the Office of Personnel Management for processing.
   3. Any contract employee with a favorable Special Agreement Check who remains on the contract over 180 days will be required to have a NACI conducted to continue working on the job site.

4. For Low Risk non-IT service contracts, the scope of the SAC will include checks of the Security/Suitability Investigations Index (SII), other agency files (INWA), Defense Clearance Investigations Index (DCII), FBI Fingerprint (FBIF), and the FBI Information Management Division (FBIN).

5. In addition, for those individuals who are not U.S. citizens (lawful permanent residents), the COR must request a CIS (Customs and Immigration Service) check on the SAC, Form OFI-86C, by checking Block #7, Item I.. In Block 13, the COR should enter the employee's Alien Registration Receipt Card number to aid in verification.

6. Copies of the appropriate forms can be obtained from the COR or the Office of Security. Upon receipt of the required forms, the COR will forward the forms to the servicing Security Officer. The Security Officer will process the forms and advise the COR whether work can commence or working days from start of work, who will send the investigative packet to the Office of Personnel Management.

2. For Low Risk IT service contracts, individuals who are not U.S. citizens (lawful permanent residents) must undergo a NACI that includes an agency check conducted by the Customs and Immigration Service (CIS). The COR must request the CIS check as a part of the NAC.

E. Notification of Disqualifying Information
   If the Office of Security receives disqualifying information on a contract employee, the COR will be notified. The COR, in coordination with the Contracting Officer, will immediately remove the employee from duty requiring access to Departmental facilities or IT systems. Contract employees may be
14. **52.243-1 CHANGES--FIXED-PRICE (AUG 1987)**

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement (signed and dated) is (or attached to) the order: "Payment is requested in the amount of $__________. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

### RECEIVING REPORT

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<th>PARTIAL</th>
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<th>SIGNATURE OF AUTHORIZED U.S. GOVT REP.</th>
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### REPORT OF REJECTIONS

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Optional Form 347 (REV. 4/2006) BACK
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code: 2. Amendment/Modification No. 001

3. Effective Date: Aug 29, 2007

4. Requisition/Purchase Req. No.: AABBB0178-7-01892

5. Project No. (If applicable): 

6. Issued By: Code SA1301

US DEPARTMENT OF COMMERCE
CAS OS BUSINESS SOLUTIONS TEAM
1401 CONSTITUTION AVENUE NW ROOM 6521
WASHINGTON, DC 20230
Charlene McMillan

8. Name and Address of Contractor (Inc. Street, City, and Zip Code)

WEST PUBLISHING CORPORATION
PO BOX 64833
SAINT PAUL, MN 55160-833

Vendor ID: 00000682
DUNS: [Redacted]
CAGE: [Redacted]

9A. Amendment of Solicitation No.

8B. Date (See Item 11)

9A. Modification of Contract/Order No.

8C. Date (See Item 13)

SA1301-04-SS-0006

9A. Date: Sep 2, 2003

10A. Date (See Item 13)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended.
☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is not extended.
☐ By completing items 8 and 15, and returning copies of the amendment to the issuing office; or (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or telegraph or telephone, provided each letter or telegraph or telephone makes reference to the solicitation and amendment numbers.

12. Accounting and Appropriation Data (If required)

US $5,335,77

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in Item 10A.

☐ B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in item 14, pursuant to the authority of FAR 43.103(b)

☐ C. This supplemental agreement is entered into pursuant to authority of:

☐ D. Other (Specify type of modification and authority)

FAR 42.302 (b)(4) and FAR (c)

IMPORTANT: Contractor is not, required to sign this document and return 4 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to deobligate excess FY04 funding in the amount of $5,335.77.

As a result, the total contract value has changed from $215,000.00 by $5,335.77 to $209,664.23.

All other terms and conditions remain unchanged and in full effect.

Except as provided herein, all terms and conditions of the document referenced in item 94 as heretofore amended, remain unchanged and in full force and effect.

15A. Name and Title of Signer: (Type or Print)

D堷 Loads Custome Service

15C. Date Signed: 8/30/07

16A. Name and Title of Contracting Officer: (Type or Print)

Mike Anastasio
Director of CAS

16C. Date Signed: Aug 30, 2007

NSN 7340-01-152-8070
STANDARD FORM 30 (REV. 10-83)
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Price Includes:
Passwords issued to new locations after October 1, 2003.

FEDLINK Fee of 1% Applies Total $2,150.00
# REQUISITION FOR SUPPLIES/SERVICE

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<th>DESCRIPTION (20)</th>
<th>QUANTITY (21)</th>
<th>UNIT (22)</th>
<th>UNIT PRICE (23)</th>
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1. **REQUISITION NO.**
   AASB0178-7-01882

2. **PRIORITY**

3. **AMOUNT**
   -5,335.77

4. **DELIVERY DATE**
   JUL 05, 2007

5. **FUNDS AVAILABLE**
   - Funds Available - SAF

6. **CONTACT (Name and Phone)**
   Meghan Grimes 202-422-0490

7. **AUTHORIZED BY**

8. **CONTRACT/IDC NO.**
   SA130104SE0006

9. **PURCHASE FOR**
   U.S. Department of Commerce
   Office of the General Counsel - Rm 5875
   14th & Constitution Ave., N.W.
   Washington DC 20230

10. **DEPT**

11. **FUND**

12. **PROJECT**

13. **FSC**

14. **ACCOUNTING AND APPROPRIATION DATA**
   See Schedule

15a. **DELIVER TO**
    GC5875
    U.S. Department of Commerce
    Office of the General Counsel - Rm 5875
    14th & Constitution Ave., N.W.
    Washington DC 20230

16. **FUND CERTIFYING OFFICIAL**

17. **VENDOR**
    WEST PUBLISHING CORPORATION
    610 OPPERMAN DRIVE
    SAINT PAUL MN 551231340
    00000682

18. **PURPOSE**
    Deobligate remaining funding from SA130104SE0006
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Accounting and Appropriation Data:
51.04.0032000.000.98.000000000.07000000000000000000.266800000.000000
$5335.77
Exhibit A – COR Closeout Checklist

COR Memorandum

MEMORANDUM FOR: Contracting Officer (CO)

FROM: Paulo Mendes
Contracting Officer’s Representative (COR)

SUBJECT: Closeout of Contract No. SA1361045E00000 (s)

The period of performance of the subject contract expired on 9/30/04.

1) ☑ YES ☐ NO All deliverable items have been received and are acceptable, in accordance with the contract. (If NO, please detail which items have not been delivered or do not meet the specification and proposed corrective action.)

2) ☐ YES ☑ NO The Contractor was provided with Government Furnished Property (GFP). (If YES, detail.)

3) ☑ YES ☐ NO All GFP has been returned to the Government. (If NO, detail which items the Contractor has retained, and your disposition instructions to the contractor).

4) ☐ YES ☑ NO Contractor holds data to which the Government has a right to possession and is required to hold such data for ___ years after completion of the contract.

5) ☐ YES ☑ NO Patentable devices or inventions were developed under this contract. (If YES, detail).

6) ☐ YES ☑ NO Recipient holds classified material.

7) ☑ YES ☐ NO If YES, to previous question, all classified material has been returned to the Government. (If NO, detail what material the contractor retained, and your instructions, in accordance with DOC policies and procedures for its return or destruction.

Contractor’s performance was of ☐ Excellent ☑ Good ☐ Poor nature.

I have provided responses to the questions listed above by checking YES or NO and included any narratives required to support my answers, so that the contract may be closed out. Should you have questions, please contact me at 202-482-0490.

[Signature]
COR Signature

Date 6/27/07
## INVOICE—RECEIPT CERTIFICATION

See reverse for completion and mailing instructions.

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<th>2. Type Shipment</th>
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<th>4. Date Invoice Received</th>
<th>5. Date Goods Accepted*</th>
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* Acceptance of more than 7 days from date received must be authorized on CD-404.

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<tr>
<td></td>
<td></td>
<td></td>
<td>17,476.14</td>
</tr>
</tbody>
</table>

Westlaw Online Charges = Nov 2, 2004

Milton Johnson
Audit. Supt. Officer

I certify that the goods and/or services listed above have been received, inspected and accepted as complying with the referenced order.

21. Signature: [Signature]

22. + Non-Merchandise Charge

23. + Freight

24. + Federal Excise Tax

25. + State or Local Tax

26. Subtotal

27. - Trade-In

28. - Discount

29. - Credit

30. Total: 17,476.14
INVOICE # 807456179
PO # 8A1301-04-SE-0006

WEST INFORMATION CHARGES INVOICE
SEP 01, 2004 - SEP 30, 2004

<table>
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<tr>
<th>DESCRIPTION</th>
<th>CHARGE</th>
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<td>WEST INFORMATION CHARGES</td>
<td>17,416.66</td>
<td>0.00</td>
<td>17,416.66</td>
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</tbody>
</table>


IMPORTANT NEWS
Thank you for your business.
To shop online or for more information on West and The Thomson Corporation, visit west.thomson.com.
West, a Thomson business, serving the bench and bar since 1872.

FOR BILLING INFORMATION CALL 1-800-328-2781
1000249903

RETURN BOTTOM PORTION WITH PAYMENT

INVOICE # 807456179
ACCOUNT # 1000249903
VENDOR # 41-1426973

TOTAL DUE 17,416.66
AMOUNT ENCLOSED $  

West Payment Center
P.O. Box 6292
Carol Stream, IL 60197-6292

COMMERC DEPT
LAW LIBRARY H1894
DIRECTOR
14TH & CONST AVE NW RM 1894
WASHINGTON DC 20230-0001
**ORDER FOR SUPPLIES OR SERVICES**

**1. DATE OF ORDER**
30 May 2007

**2. CONTRACT NO. (If any)**
03C8070105

**3. ORDER NO.:**
SA13018080001

**4. REQUISITION/REFERENCE NO.:**
ABBB0178-8-02725

**5. ISSUING OFFICE:**
Address correspondence to: SA1301
US DEPARTMENT OF COMMERCE
CAS, OS BUSINESS SOLUTIONS TEAM
1401 CONSTITUTION AVE. NW ROOM 6521
WASHINGTON, DC 20230
Shekia Nettese
(202) 482-3248

**6. SHIP TO:**
a. NAME OF CONSIGNEE
b. STREET ADDRESS

**7. TO:** 00000682
a. NAME OF CONTRACTOR
b. COMPANY NAME
c. STREET ADDRESS
PO BOX 64833
d. CITY ST. PAUL
e. STATE MN
f. ZIP 55164083

**8. TYPE OF ORDER**
a. PURCHASE
b. DELIVERY

**9. ACCOUNTING AND APPROPRIATION**
BOC: OBLIGATED AMT: $250,000.00

**10. REQUISITIONING OFFICE**
OGC

**11. BUSINESS CLASSIFICATION**
- [ ] a. Small
- [ ] b. Other than small
- [ ] c. Disadvantaged
- [ ] d. Woman-owned
- [ ] e. HubZone
- [ ] f. Emerging small business
- [x] g. Service-disabled veteran-owned

**12. F.O.B. POINT**
SEE SCHEDULE

**13. PLACE OF**

**14. GOVERNMENT B/L NO.**

**15. DELIVER TO F.O.B. POINT ON OR BEFORE**

**16. DISCOUNT TERMS**
0.00% 0 Days

**17. SCHEDULE (See reverse for Rejections)**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QTY ACCEPT,</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>This Delivery Order is to renew Westlaw Subscription Services. Subject to availability of FY2008 funds. Westlaw subscription renewal.</td>
<td>1</td>
<td>YR</td>
<td>250,000.00</td>
<td>250,000.00</td>
<td></td>
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**18. SHIPPING POINT**

**19. GROSS SHIPPING WEIGHT**

**20. INVOICE NO.**

**21. MAIL INVOICE TO:**

<table>
<thead>
<tr>
<th>SEE BILLING INSTRUCTIONS ON REVERSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. NAME: NIST ACCOUNTS PAYABLE OFFICE</td>
</tr>
<tr>
<td>b. STREET ADDRESS (or P.O. Box): BLDG 101, ROOM A-836 MS 1621 100 BURBAU DRIVE</td>
</tr>
<tr>
<td>c. CITY: GAITHERSBURG</td>
</tr>
<tr>
<td>d. STATE: MD</td>
</tr>
<tr>
<td>e. ZIP CODE: 20899-0001</td>
</tr>
</tbody>
</table>

**22. UNITED STATES OF AMERICA BY (Signature):**

**23. NAME (Typed):** Andre Adams
**TITLE CONTRACTING/ORDERING OFFICER:**

**OPTIONAL FORM 347 (REV. 4/2006)**

Prescribed by GSA/FAR 48 CFR 53.213(f)
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
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<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QTY ACCEPTED</th>
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<td>$250,000.00</td>
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<td>DELIVERY DATE: 10/01/2007</td>
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<td>SHIP TO:</td>
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<td>U.S. DEPARTMENT OF COMMERCE</td>
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<td></td>
<td>LAW LIBRARY, ROOM 1894</td>
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<td></td>
<td>14TH &amp; CONSTITUTION AVE., N.W.</td>
<td></td>
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<td></td>
<td>WASHINGTON, DC 20230</td>
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</tbody>
</table>

INTERNATIONAL: Mark all packages and papers with contract and/or order numbers.
SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor’s invoice, instead of a separate invoice, provided the following statement (signed and dated) is (or attached to) the order: “Payment is requested in the amount of $_________. No other invoice will be submitted.” However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are invoiced to an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

<table>
<thead>
<tr>
<th>SHIPMENT NUMBER</th>
<th>TOTAL CONTAINERS</th>
<th>PARTIAL</th>
<th>FINAL</th>
<th>DATE RECEIVED</th>
<th>SIGNATURE OF AUTHORIZED U.S. GOV'T REP.</th>
<th>DATE</th>
<th>GROSS WEIGHT</th>
<th>RECEIVED AT</th>
<th>TITLE</th>
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REPORT OF REJECTIONS

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<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
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<th>QUANTITY REJECTED</th>
<th>REASON FOR REJECTION</th>
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OPTIONAL FORM 347 (REV. 4/2006) BACK
Product Description

Westlaw® is an online legal research service providing quick, easy access to West's vast collection of statutes, case law materials, and public records and other legal resources, as well as current news articles and business information. Westlaw is West's computer-assisted legal, news and business information research service containing more than 31,350 databases. Westlaw provides editorially enhanced legal research materials; unparallel coverage of news, business, financial, and general information; and a comprehensive collection of public records. * Westlaw is comprehensive. The scope of Westlaw coverage includes legal information, news and business information and public records. * Legal information. Westlaw contains more than 16,650 legal databases that include federal and state case law, statutes, regulations, and administrative codes, as well as topical and practice area databases, law review articles and journals. * News and business information. Westlaw provides access to more than 12,300 news and business databases, which include newspapers, newswires, news magazines, networks, financial news, business publications and industry publications. * Public records. Westlaw's more than 2,350 public records databases provide access to 2.2 billion well-organized public records, courthouse documents, and private-vendor resources. Westlaw is current. Westlaw databases are updated frequently so that information is kept as current as possible. For example, full-text U.S. Supreme Court opinions, including the full-text of any concurrences or dissents, are generally available on Westlaw within 30 minutes of the time they are issued. In addition, Westlaw includes special highlights databases, which are updated daily with summaries of significant new federal and state court decisions. * Westlaw is accurate and reliable. West employs a rigorous editorial process to ensure that every opinion available on Westlaw is correct and properly classified. West's attorney-editors use consistent language when writing synopses and head notes. They also add synonyms, acronyms, terms of art, names of acts, generic names, and other research terms to ensure that Westlaw searches retrieve relevant cases that might otherwise be missed by searching just the text of court opinion. * Westlaw is powerful. More than five million links are added every year to documents on Westlaw, and nearly every word in the documents available on Westlaw is a possible search term or indexing term. State-of-the-art search methods enable users to retrieve results in seconds that could be difficult or even impossible to achieve using print resources. The Personnel Library on Westlaw is designed to provide federal government human resources professionals with the full spectrum of personnel law resource information. It provides the most complete, up-to-date, unified source of statues, regulations, decisions, and opinions (including historical and archived documents) that affect human resources compliance for federal employees.
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. Amendment/Modification No. 0001
3. Effective Date Oct 1, 2008
4. Requisition/Purchase Req. No. AA-OOG-WC-O-9-00493
5. Project No. (if applicable)

6. Issued By
   Code SA 1301
   WEST PUBLISHING CORPORATION
   PO BOX 64833
   SAINT PAUL, MN 551640833

8. Name and Address of Contractor (No., Street, County, and Zip Code)
   Vendor ID: 00000682
   DUNS: -
   CAGE: (b)(4)

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
   [ ] The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended for the amendment or as amended, by the following methods:
   (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment one copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Date (if required)
   See Schedule $ 114,220.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.
   IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
   (x) A. This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. in item 10A.
   (x) B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth in item 14, pursuant to the authority of FAR 43.103 (b)
   (x) C. This supplemental agreement is entered into pursuant to authority of:
   (x) D. Other (Specify type of modification and authority)

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is as follows:

1) Make an administrative change to the award document, OF 347, Box 9 Obligated Amount should be $0.00 not $274,127.88. No funding should have been obligated with the Task Order award;

2) To release 5 months of FY 09 funds covering POP of October 2008 - February 2009 under the contract in the amount of $114,220.00 due to continuing resolution. The remaining funds under the contract will be subject to availability of FY09 funding.

Except as provided herein, all terms and conditions of the document referenced in item 10A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or Print)
   Gina Lee
   Contracting Officer
   GLee@doc.gov

15B. Contractor/Offeror
   (Signature of person authorized to sign)

15C. Date Signed

16A. Name and title of Contracting Officer (Type or Print)
   Gina Lee
   202-482-1470

16B. United States of America
   16C. Date Signed
   Feb 20, 2009

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

STANDARD FORM 30 (REV. 10-03)
Prescribed by GSA FAR (48 CFR) 53.243
All other terms and conditions under the contract will remain unchanged.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Supplies/Services</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>0001</td>
<td>Westlaw on-line services for 5 months from Oct 2008 to Feb 2009</td>
<td>5</td>
<td>MO</td>
<td>22,844.00</td>
<td>114,220.00</td>
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Reference: Library of Congress (FEDLINK)  
Indefinite Delivery Indefinite Quantity (IDIQ)  
BOA No.: LC0907012

Accounting and Appropriation Data:  
51.09.0032000.000.0000.0000.0100000000.0700000000  
000000.26680000.00000  
US 114,220.00
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. Amendment/Modification No. 0002
3. Effective Date May 13, 2009
4. Requisition/Purchase Req. No. AA-OGC-WC-O-9-00952
5. Project No. (If applicable)

6. Issued By U.S. DEPARTMENT OF COMMERCIAL ACQUISITION SERVICES - ROOM 6514 14TH & CONSTITUTION AVE., N.W. WASHINGTON, DC 20230
   Gina Lee 202-482-1470

7. Administered By (If other than item 6)
   SBE BLOCK 6

8. Name and Address of Contractor (No., Street, County, and Zip Code)
   WEST PUBLISHING CORPORATION
   PO BOX 64833
   SAINT PAUL MN 55160833

   Vendor ID: 0000682
   DUNS (b)(4)
   CAGE:

   Code Facility Code

   9A. Amendment of Solicitation No.
   9B. Date [See item 11]
   10A. Modification of Contract/Order No.
   10B. Date [See item 13]
   Oct 1, 2008

   11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

   ☐ The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended is not extended.
   (e) By completing items 6 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

   12. Accounting and Appropriation Date (If required)
   See Schedule $ US 153,903.88

   13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

   (X) A. This change order is issued pursuant to: [Specify authority] The changes set forth in item 14 are made in the Contract Order No. in item 10A.
   X Funding Action

   B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.)
   Set fourth item 14, pursuant to the authority of FAR 49.109(b)

   C. This supplemental agreement is entered into pursuant to authority of:

   D. Other [Specify type of modification and authority]

   E. IMPORTANT: Contractor [X] is not, is required to sign this document and return copies to the issuing office.

   14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

   The purpose of this modification is to release FY 09 funding in incremental amount of $153,903.88 for the services provided from March 01, 2009 through September 30, 2009. The remaining funds of $6,004.05 will be funded via a separate mod at a later date.

   As result of this modification, the contract value has increased from $114,220.00 by $153,903.88 to a new total of $268,123.88. All other terms and conditions under the contract remain unchanged.

   Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A. as heretofore changed, remains unchanged and in full force and effect.

   15A. Name and Title of Signer (Type or Print)
   Gina Lee
   Contracting Officer
   G.lee@oc.gov

   15B. Contractor/Officer
   (Signature of person authorized to sign)

   15C. Date Signed
   May 13, 2009

   16A. Name and title of Contracting Officer (Type or Print)
   Gina Lee
   202-482-1470

   16B. United States of America

   16C. Date Signed
   May 13, 2009

   30-105

   STANDARD FORM 30 (REV. 10-85)
   Prescribed by GSA FAR (48 CFR) 53.243

   NSN 7540-01-152-8070
   PREVIOUS EDITIONS UNUSABLE
<table>
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<th>Supplies/Services</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Westlaw on-line services for 7 months from March 2009 to September 2009</td>
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<td>EA</td>
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<td>153,903.88</td>
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Accounting and Appropriation Data:
51.09.0032000.000.0098.0120002000.0700000000
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US 153,903.88
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>2. Amendment/Modification No.</th>
<th>3. Effective Date</th>
<th>4. Requisition/Purchase Req. No.</th>
<th>5. Project No. (if applicable)</th>
<th>6. Administered By Code</th>
<th>7. Administered By (other than Item 6) Code</th>
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<td>Feb 22, 2006</td>
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<td></td>
<td>Code SA1301</td>
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8. Name and Address of Contractor (Name, Street, City, and Zip Code)

<table>
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<th>Vendor ID: 0000023314</th>
<th>DUNS: 123456789</th>
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| CAGE: (D) (4) |  |

9. BA. Amendment of Solicitation No.

<table>
<thead>
<tr>
<th>10A. Modification of Contract/Order No.</th>
<th>10B. Date (See Item 13)</th>
</tr>
</thead>
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<tr>
<td>SA1301-06-NC-0031</td>
<td>Jan 3, 2006</td>
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10. Facility Code

<table>
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<tr>
<th>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</th>
</tr>
</thead>
</table>

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended ( ) is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

- By completing items 8 and 15, and returning copies of the amendment;
- By acknowledging receipt of this amendment on each copy of the offer submitted;
- By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Date (if required)

<table>
<thead>
<tr>
<th>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT ORDER NO. AS DESCRIBED IN ITEM 14.</th>
</tr>
</thead>
</table>

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

1. Correct the accounting and appropriation object class for all line items from 2688 to 2668.

2. Pursuant to Clause 52.232–18 Availability of Funds, this modification serves as notice of funds availability for all FY 2006 funds.

Except for the changes provided herein, all other terms and conditions remain unchanged and in full force and effect.

---

<table>
<thead>
<tr>
<th>16A. Name and Title of Signer (Type or Print)</th>
<th>16B. Name and Title of Contracting Officer (Type or Print)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brendan Johnson</td>
<td>202-482-7401</td>
</tr>
<tr>
<td>Contracting Officer</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:bjohnson@doc.gov">bjohnson@doc.gov</a></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>15B. Contractor/Offeror</th>
<th>15C. Date Signed</th>
</tr>
</thead>
<tbody>
<tr>
<td>16C. Name and Title of Contracting Officer</td>
<td>16B. United States of America</td>
</tr>
<tr>
<td>16D. Date Signed</td>
<td>16E. Date Signed</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Signature of person authorized to sign</th>
<th>(Signature of Contracting Officer)</th>
</tr>
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<tr>
<td></td>
<td>3/22/2006</td>
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PREVIOUS EDITIONS UNUSABLE
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<tr>
<th>Item No.</th>
<th>Supplies/Services</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>0001</td>
<td>The contractor shall provide information services in accordance with FEDLINK contract 03CSFC700403.</td>
<td>1</td>
<td>EA</td>
<td>1,225,424.00</td>
<td>1,225,424.00</td>
</tr>
<tr>
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<td>Government Point of Contact is Jane Sessa at (202) 482-1610.</td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>Per Modification 0002, all FY 2006 funds are available.</td>
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</tr>
<tr>
<td></td>
<td>Lexis-Nexis FY 2006 Online Subscription Services.</td>
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<tr>
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<td>Accounting and Appropriation Data:</td>
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<tr>
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<td></td>
<td>US 1,225,424.00</td>
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<tr>
<td>0002</td>
<td>Lexis-Nexis FY 2007 Online Subscription Services.</td>
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<td>EA</td>
<td>1,286,700.00</td>
<td>1,286,700.00</td>
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<td>Subject to the availability of FY 2007 funds.</td>
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<tr>
<td>0003</td>
<td>Lexis-Nexis FY 2008 Online Subscription Services.</td>
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<td>EA</td>
<td>1,351,032.00</td>
<td>1,351,032.00</td>
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<td>The contractor shall provide information services in accordance with FEDLINK contract 03CSFC700103.</td>
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<td>Subject to the availability of FY 2008 funds.</td>
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<td>xxx.2668000.xxxxxx</td>
<td>US 1,351,032.00</td>
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. Amendment/Modification No. 0002
3. Effective Date Feb 22, 2006
4. Requisition/Purchase Req. No. (if applicable)
5. Project No. (if applicable)
6. Issued By S Department of Commerce
   Code SA1301
   AS, OS Business Solutions Team
   1401 Constitution Ave. NW Room 6521
   Washington, DC 20230
   Brendan Johnson 202-482-7401
7. Administered By SEE BLOCK 6
8. Name and Address of Contractor (W., Street, County, and Zip Code)
   Reed Elsevier DBA Lexis Nexis
   1150 18TH ST NW
   Suite 600
   WASHINGTON DC 20036-4343
   Attn: James Rutherford
9. Amendment of Solicitation No. (X)
   Vendor ID: 00000574
   DUJNS: [redacted]
   CAGE: [redacted]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS
   [ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers is extended if not extended.
   Offers must: acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
   (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Date (if required) See Schedule $ US 0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
    IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.
   A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the Contract Order No. in Item 10.
   B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth in Item 14, pursuant to the authority of FAR 43.103 (b)
   C. This supplemental agreement is entered into pursuant to authority of:
   D. Other (Specify type of modification and authority)

14. Description of Amendment/Modification (Organized by UCF section headings. including solicitation/contract subject matter where feasible.)

The purpose of this modification is to:

(1) Correct the accounting and appropriation object class for all line items from 2688 to 2668.

(2) Pursuant to Clause 52.232-18 Availability of Funds, this modification serves as notice of funds availability for all FY 2006 funds.

Except for the changes provided herein, all other terms and conditions remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or Print)
16A. Name and title of Contracting Officer (Type or Print)
Brendon Johnson
Contracting Officer
bjohnson@doc.gov

15B. Date Signed 2/22/2006
16B. United States of America

15C. Date Signed
16C. Date Signed

(Signature of person authorized to sign) (Signature of Contracting Officer)

NSN 7540-01-152-8070
PREVIOUS EDITIONS UNUSABLE

STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243
<table>
<thead>
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<th>Item No.</th>
<th>Supplies/Services</th>
<th>Quantity</th>
<th>Unit</th>
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<th>Amount</th>
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<tr>
<td>0001</td>
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<td></td>
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<td></td>
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<tr>
<td></td>
<td>Per Modification 0002, all FY 2006 funds are available.</td>
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<td>0002</td>
<td>Lexis-Nexis FY 2006 Online Subscription Services.</td>
<td>1</td>
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<td>1,286,700.00</td>
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<tr>
<td></td>
<td>Subject to the availability of FY 2007 funds.</td>
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<td></td>
<td>Government Point of Contact is Jane Sessa at (202) 482-1610.</td>
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<tr>
<td>0003</td>
<td>Accounting and Appropriation Data: 51.98.06.xxxxxxxxxx.0032000.xxx.0700xxxxxxxxxxx.xxx.26680000.xxxxxx US 1,286,700.00</td>
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<td></td>
<td>Option Year 2</td>
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<td>Lexis-Nexis FY 2008 Online Subscription Services.</td>
<td>1</td>
<td>EA</td>
<td>1,351,032.00</td>
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<td>Government Point of Contact is Jane Sessa at (202) 482-1610.</td>
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<td></td>
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</tbody>
</table>
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>2. Amendment/Modification No.</th>
<th>3. Effective Date</th>
<th>4. Requisition/Purchase Req. No.</th>
<th>5. Project No. (If applicable)</th>
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<td>6. Issued By</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>US Department of Commerce</td>
<td>Code SA1301</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAS, OS Business Solutions,</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1401 Constitution Ave. NW</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Room 6521, Washington, DC 20230</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brendan Johnson 202-482-7401</td>
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<td></td>
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</table>

<table>
<thead>
<tr>
<th>8. Name and Address of Contractor (No., Street, County, and Zip Code)</th>
<th>Vendor ID: 00000574</th>
</tr>
</thead>
<tbody>
<tr>
<td>REED ELSEVIER, INC.</td>
<td>DUNS</td>
</tr>
<tr>
<td>1150 18TH ST NW STE 600</td>
<td>(D) (4)</td>
</tr>
<tr>
<td>WASHINGTON DC 200363843</td>
<td>CAGE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Amendment of Solicitation No.</th>
<th>Date (See Item 11)</th>
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<tbody>
<tr>
<td>8A. Amendment of Solicitation No.</td>
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</table>

<table>
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<tr>
<th>10. Modification of Contract/Order No.</th>
<th>Date (See Item 13)</th>
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</table>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ____ is extended ____ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
  - By completing Items 8 and 15, and resuming copies of the amendment;
  - By acknowledging receipt of this amendment on each copy of the offer submitted; or
  - By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

- storm 519806xxxxxxxxx003200xx0200xx00yx2688000 $ 0.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS.

IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to correct the awarded vendor to the appropriate Reed Elsevier corporate entity as follows:

LexisNexis
1150 Eighteenth Street, NW
Suite 600
Washington, DC 20036
Attention: James Rutherford

**Signature:**

Exhibit as provided herein, all terms and conditions of the document referenced in Item 8A or 10A, as hereinbefore changed, remains unchanged and is in full force and effect.

15A. Name and Title of Signer (Type or Print)

Brendon Johnson
Contracting Officer
bjohnson@doc.gov

15B. Contractor/Orderer

15C. Date Signed

15D. United States of America

<table>
<thead>
<tr>
<th>16A. Name and title of Contracting Officer (Type or Print)</th>
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</thead>
<tbody>
<tr>
<td>Brendon Johnson</td>
</tr>
<tr>
<td>Contracting Officer</td>
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</tr>
<tr>
<td>202-482-7401</td>
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</table>

16B. Date Signed

16C. Date Signed

**STANDARD FORM 30 (REV. 10-83)**

PREVIOUS EDITIONS UNUSABLE
Tax Identification Number: (b)(4)

DUNS:  
CAGE Code:

Except for the changes made herein, all other terms and conditions remain unchanged and in full force and effect.
ORDER FOR SUPPLIES OR SERVICES

1. DATE OF ORDER: 03 Jan 2006
2. CONTRACT NO. (If any): 03CSFC700103
3. ORDER NO.: SA1301GC0031
4. REQUISITION/REFERENCE NO.: AAB000326C700S2

5. ISSUING OFFICE: Address correspondence to SA1301
   US Department of Commerce
   CAS, OS Business Solutions Team
   1401 Constitution Ave. NW Room 6521
   Washington, DC 20230
   Brendan Johnson 202-482-7401

6. SHIP TO: SE1894
   a. NAME OF CONSIGNEE: U.S. Department of Commerce
   b. STREET ADDRESS: Law Library, Room 1894
   14th & Constitution Ave., N.W.
   c. CITY: Washington
   d. STATE: DC
   e. ZIP CODE: 20230
   f. SHIP VIA: 

7. TO: 00000557
   a. Name of Contractor: LEXISNEXIS SPECIAL SERVICES INC
   b. Company Name: DUNS:
   c. Street Address: 1150 18TH ST NW
   SUITE 250
   d. City: WASHINGTON
   e. State: DC
   f. Zip: 20033843

8. TYPE OF ORDER:
   a. PURCHASE
   b. DELIVERY
   c. PURCHASE REFERENCE YOUR:
      Please furnish the following on the reverse, this delivery order is subject
      to terms and conditions specified on both sides of this order and on the
      attached sheet, if any, including delivery as indicated.
      Except for billing instructions on the reverse, this delivery order is subject
      to instructions contained on this side only of this form and is issued subject
      to the terms and conditions of the above-numbered contract.

9. ACCOUNTING AND APPROPRIATION:
   See Attached Schedule
   BOC: OBLIGATED AMT: $1,225,424.00
   10. REQUISITIONING OFFICE: OCGCLL

11. BUSINESS CLASSIFICATION:
    a. SMALL
    b. OTHER THAN SMALL
    c. DISADVANTAGED
    d. WOMEN-OWNED

12. F.O.B. POINT:
    DESTINATION
    13. PLACE OF:
        a. INSPECTION
        b. ACCEPTANCE

14. GOVERNMENT B/L NO.
15. DELIVER TO:
    F.O.B. POINT
    ON OR BEFORE
    See Schedule
    00.00% 0 Days
    Net: 30

17. SCHEDULE (See reverse for Rejections):

<table>
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<tr>
<th>ITEM NO. (a)</th>
<th>SUPPLIES OR SERVICES (b)</th>
<th>QUANTITY ORDERED (c)</th>
<th>UNIT (d)</th>
<th>UNIT PRICE (e)</th>
<th>AMOUNT (f)</th>
<th>QTY ACCEPT. (g)</th>
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<tr>
<td></td>
<td>The contractor shall provide information services in accordance with the FEDLINK Basic Ordering Agreement Number: 03CSFC700103 and in accordance with the vendor's July 1, 2005 proposal attached hereto and fully incorporated by reference. This order confirms verbal authorization provided on October 1, 2005.</td>
<td>100690</td>
<td>XX518 - F1 2006</td>
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18. SHIPPING POINT
19. GROSS SHIPPING WEIGHT
20. INVOICE NO.

21. MAIL INVOICE TO:
    a. NAME: NIST Accounts Payable Office
    b. STREET ADDRESS (or P.O. Box): Bldg 101, Room A-856 MS 1621
    100 Bureau Drive
    c. CITY: Geithersburg
    d. STATE: MD
    e. ZIP CODE: 20899-0001

17(h) TOTAL (Cont. pages)
    US
    17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature): 

23. NAME (Typed): Brendon Johnson
    TITLE CONTRACTING/ORDERING OFFICER: 202-482-7401

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition not usable

Prepared by GSA/FAR 48 CFR 53.213(e)
ORDER FOR SUPPLIES OR SERVICES - Continuation

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<th>AMOUNT</th>
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<td>1</td>
<td>EA</td>
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<td>1,225,424.00</td>
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<td>0002</td>
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<td>1,286,700.00</td>
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<td>1,286,700.00</td>
<td>DELIVERY DATE: 09/30/2007</td>
<td></td>
</tr>
</tbody>
</table>

Period of performance for the base year is October 1, 2005 through September 30, 2006.

Government Point of Contact is Jane Sessa at 202-482-1610.


Commerce Business Solutions P.O.C. is Brendan Johnson at 202-482-7401.

The contractor shall provide information services in accordance with FEDLINK contract 03CSFC700103.


Government Point of Contact is Jane Sessa at (202) 482-1610.

This award is issued Subject to the Availability of FY 2006 Funds.
<table>
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<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
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<th>AMOUNT</th>
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<tbody>
<tr>
<td>0003</td>
<td>Option Year 2 Lexis-Nexis FY 2008 Online Subscription Services.</td>
<td>1</td>
<td>EA</td>
<td>1,351,032.00</td>
<td>1,351,032.00</td>
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The contractor shall provide information services in accordance with FEDLINK contract 03CSPC700103.


Government Point of Contact is Jane Sessa at (202) 482-1610.

Accounting and Appropriation Data:
51.98.08.xxxxxxxxxx.003200.xxxx.0700xxxxxxx.xxxxxx.2688000.xxxxxx
$ 1,351,032.00
DELIVERY DATE: 09/30/2008
SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, (signed and dated) is (or attached to) the order: "Payment is requested in the amount of $_________. No other invoice will be submitted." However, if the Contractor wishes to submit an invoice, the following information must be provided: contract number (if any), order number, item number(s), description of supplies or services, size, quantities, unit prices, and extended totals. Prepaid shipping costs will be indicated as a separate item on the invoice. Where shipping costs exceed $10 (except for parcel post), the billing must be supported by a bill of lading or receipt. When several orders are involved in an ordering activity during the same billing period, consolidated periodic billings are encouraged.

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: [ ] Inspected, [ ] accepted, [ ] received, by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

<table>
<thead>
<tr>
<th>SHIPMENT NUMBER</th>
<th>PARTIAL</th>
<th>DATE RECEIVED</th>
<th>SIGNATURE OF AUTHORIZED U.S. GOVT REP.</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL CONTAINERS</td>
<td>GROSS WEIGHT</td>
<td>RECEIVED AT</td>
<td>TITLE</td>
<td></td>
</tr>
</tbody>
</table>

REPORT OF REJECTIONS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>UNIT</th>
<th>QUANTITY REJECTED</th>
<th>REASON FOR REJECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>
Megan,

Per our discussion yesterday, I have attached the file which details the new content added to the Department of Commerce LexisNexis subscription since October 2005.

<<DOC New Content 1005-Present.doc>>

The price increase is due to both the new content added to this subscription in 2006 and the inflationary price increase.

Please do not hesitate to contact me if you have any questions.

Respectfully,

Michael Dwyer  
Government Account Manager  
LexisNexis®
(202) 857-4606 Office
(202) 263-1528 Facsimile
michael.dwyer@lexisnexis.com
(800) 543-6862 Customer Service

LexisNexis®
"For Results-Driven Government"
The purpose of this modification is to deobligate excess FY2002 funding in the amount of $39,264.99 from CLIN0001.

As a result of this deobligation, the total contract value has changed from $1,200,000.00 by $39,264.99 to $1,160,735.01.

All other terms and conditions remain unchanged and in full force and effect.
### SCHEDULE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Supplies/Services</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Renewal of Lexis-Nexis Service</td>
<td>NTE</td>
<td>EA</td>
<td>NTE</td>
<td>1,200,000.00</td>
</tr>
<tr>
<td></td>
<td>October 1, 2001 - September 30, 2002</td>
<td></td>
<td></td>
<td></td>
<td>1,200,000.00</td>
</tr>
</tbody>
</table>

Subscription will include the following:

* Access to Legal, News, Financial, Public Records information
* Up to 1,000 Lexis Nexis IDs Holders allowed
* Annual allowable usage of up to $11,607,210---10x the invoice amount
* A custom user interface
* Printing, downloading and e-mail delivery
* 24/7 customer service
* Training, software and technical support

Government POC: Jane Sessa 202-482-1154

Accounting and Appropriation Data:
51.98.02.00000000.0032000.000.0700000000000000000.26680000.0000000000
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

<table>
<thead>
<tr>
<th>2. Amendment/Modification No.</th>
<th>3. Effective Date</th>
<th>4. Requisition/Purchase Req. No.</th>
<th>5. Project No. (if applicable)</th>
</tr>
</thead>
</table>
| 04-03                         | Apr 6, 2007        | AABD017-8-00561                 | Code |}

6. Issued By
US DEPARTMENT OF COMMERCE
CAS, OS BUSINESS SOLUTIONS TEAM
1401 CONSTITUTION AVE, NW ROOM 6523
WASHINGTON, DC 20230
Lottie Plater 202-482-3552

8. Name and Address of Contractor (No., Street, County, and Zip Code)
REED ELSEVIER, INC.
1150 18TH ST NW STE 600
WASHINGTON DC 200063843

Vendor ID: 00000574
DUNS: 07-34-0574
CAGE: X

11. THE ABOVE NUMBERED SOLICITATION IS AMENDED AS SET FORTH IN ITEM 14. THE HOUR AND DATE SPECIFIED FOR RECEIPT OF OFFERS IS EXTENDED. THE DATE OF EXPIRATION OF THE OFFER IS NOT EXTENDED. OFFERS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT PRIOR TO THE HOUR AND DATE SPECIFIED IN THE SOLICITATION OR AS AMENDED, BY ONE OF THE FOLLOWING METHODS:
(a) By completion items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment in the letter of offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment number.

12. Accounting and Appropriation Data (if required)
See Schedule S US 1,154,000.00

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

A. This change order is issued pursuant to: (Specify authority)
B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.)
C. This supplemental agreement is entered into pursuant to authority of:
D. Other (Specify type of modification and authority)
   FAR 52.217-9 Option to Extend the Term of the Contract
E. IMPORTANT: Contractor (is not) [X] is required to sign this document and return 1 copies to the issuing office.

14. Description of Amendment/Modification (Organized by UCP section headings, including solicitation/contract subject matter where feasible.)
The purpose of this modification is to exercise option year one (1) under the contract. Period of performance is October 1, 2006 through September 30, 2007. All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. Name and Title of Signer (Type or Print)
JAMES RUTHERFORD
MANAGER - FEDERAL CONTRACTS

16B. Contractor/Order
(JSignature of person authorized to sign)

18A. Name and Title of Contracting Officer (Type or Print)
Lottie Plater
Contracting Officer
lplater@doc.gov

18B. United States of America

18C. Date Signed
Apr 7, 2006
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Supplies/Services</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>0002</td>
<td>Reed Elsevier Inc. Doing Business as: Lexis-Nexis FY 2007 Online Subscription Services.</td>
<td>1</td>
<td>EA</td>
<td>1,154,000.00</td>
<td>1,154,000.00</td>
</tr>
</tbody>
</table>

The contractor shall provide information services in accordance with FEDLINK contract 03CSPC700103.


Government Point of Contact is Jane Sessa at (202) 482-1610.

Accounting and Appropriation Data:
51.07.0032000.000.98.010000000.070000000000000.000.266800000.000000 US 1,154,000.00
**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

<table>
<thead>
<tr>
<th>1. Contract ID Code</th>
<th>Page of Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>1301</td>
<td>1</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Amendment/Modification No.</th>
<th>3. Effective Date</th>
<th>4. Requisition/Purchase Req. No.</th>
<th>5. Project No. (If applicable)</th>
<th>6. Issued By</th>
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<tbody>
<tr>
<td>0002</td>
<td>May 6, 2009</td>
<td>AA-OGC-WC-C-0-00951</td>
<td>N/A</td>
<td>U.S. DEPARTMENT OF COMMERCE</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Issued By</th>
<th>Code 0005A</th>
<th>7. Administered By</th>
<th>(If other than Item 6)</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. DEPARTMENT OF COMMERCE</td>
<td></td>
<td>SEE BLOCK 6</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Name and Address of Contractor (No., Street, County, and Zip Code)</th>
<th>Vendor ID: 00000574</th>
<th>DUNS</th>
</tr>
</thead>
<tbody>
<tr>
<td>REED ELSEVIER, INC</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1150 18TH ST NW STR 600</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ATTENTION: JAMES RUTHERFORD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>WASHINGTON DC 2000036843</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>9. Facility Code</th>
<th>10. Amendment of Solicitation No.</th>
<th>11. Date (See item 10)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Aug 27, 2008</td>
</tr>
</tbody>
</table>

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

- The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended.
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
  - By completing items 8 and 15, and returning copies of the amendment;
  - By acknowledging receipt of this amendment on each copy of the offer submitted; or
  - By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. Accounting and Appropriation Data (If required)**
See Schedule: $US 713,979.00

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

- **A.** This change order is issued pursuant to: (Specify authority) The changes set forth in item 14 are made in the Contract Order No. In item 10A.

- **B.** The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth item 14, pursuant to the authority of FAR 43.109(b).

- **C.** This supplemental agreement is entered into pursuant to authority of:

- **D.** Other (Specify type of modification and authority)

**E. IMPORTANT: Contractor [X] is not required to sign this document and return copies to the issuing office.**

**14. Description of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible).**

The purpose of this modification is to release the remaining funds for FY 09.

A. Release remaining funds in the amount of $713,979.00 for the period of performance 01 March 2009 through 30 September 2009.

B. Total amount of contract is being increased by $713,979.00 from $509,985.00 to a new total amount of $1,223,964.00.

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as hereafter changed, remain unchanged and in full force and effect.

**15A. Name and Title of Signer (Type or Print)**
Gina Lee
Contracting Officer
GLee@doc.gov

**15B. Contractor/Offeror**
(Signature of person authorized to sign)

**15C. Date Signed**
May 6, 2009

**16A. Name and title of Contracting Officer (Type or Print)**
Gina Lee
202-482-1470

**16B. United States of America**

**16C. Date Signed**
May 6, 2009

**STANDARD FORM 30 (REV. 10-83)**
Described by OMA FAR 49 CFR 52 202
C. As a result of this modification all other terms and conditions under the contract remain unchanged.
<table>
<thead>
<tr>
<th>Item No.</th>
<th>Supplies/Services</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1002</td>
<td>Release of remaining FY09 funds (March 1, 2009 - Sept 30, 2009)</td>
<td>7</td>
<td>MO</td>
<td>101,997.00</td>
<td>713,979.00</td>
</tr>
</tbody>
</table>

Accounting and Appropriation Data:
51.09.0032000.000.0998.010000000.07000000000
00000.26680000.00000
US 713,979.00
PACER QUARTERLY STATEMENT/INVOICE

LOGIN ID: Alicia Price
BILLING DATE: 10/03/2008
BILLING CYCLE: 07/01/08 to 09/30/08
PAGE: 1

U.S. Department of Commerce
202-482-3997

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login id on your check. For your information, the Pacer Service Center's Federal tax identification number is 2054882-3997. To make payment by credit card, change account information, or view transaction details for this statement, visit the 'Account Information' Section of the PACER Service Center web site at http://pacer.psc.uscourts.gov.

If you believe there is an error on your statement or if you have a question concerning a transaction, please write to PACER Service Center, P.O. Box 780549, San Antonio, TX 78278. All credit requests must be submitted in writing. You may fax your request to the Pacer Service Center at (210) 301-6441. In your correspondence provide us with your name, login id, and the dollar amount of the suspected error(s) together with a copy of the transactions in question. Please provide a reason for each credit being requested. When the Pacer Service Center receives your request, you will be contacted by a representative.

We must hear from you no later than 11/03/2008. If we do not hear from you and your account becomes delinquent, you are subject to having the account disabled. The address below is for payments only. All other correspondence including address changes should be directed to the PACER Service Center, P.O. Box 780549, San Antonio, TX 78278. If you have any questions regarding this statement, you may contact the PACER Service Center at (800) 676-6836 or (210) 301-6440.

ACCOUNT SUMMARY

Number of Dial-Up PACER Transactions: 0
Dial-Up PACER Billing Rate: $0.60 / Minute
Dial-Up PACER Total Time: 00:00:00
Dial-Up PACER Charges: $0.00

Number of PACER-Net Transactions: 74
PACER-Net Billing Rate: $0.08 / Page
PACER-Net Total Web Pages: 126
PACER-Net Charges: $10.08

Previous Balance: $5.36
Current Charges: $10.08
Total Amount Due: $15.44

Please detach this portion and return with your payment. Thank You!
Visit http://pacer.psc.uscourts.gov for address changes, online payments, and more.

PACER
Public Access to Court Electronic Records

This account is registered for automatic billing. The total amount due, $15.44, will be charged to the credit card on file for this account up to 7 days before the due date. Charges will appear on your credit card statement as: PACER 890-676-6856-1R.

Alicia Price
U.S. Department of Commerce
14th & Constitution Ave., Nw
Room 5875
Washington, DC 20230-

Mail Payment to:
PACER Service Center
P.O. Box 70951
Charlotte, NC 28272-0951