



UNITED STATES DEPARTMENT OF COMMERCE
Chief Financial Officer
Assistant Secretary for Administration
Washington, D.C. 20230

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 ReedElsiveir 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).

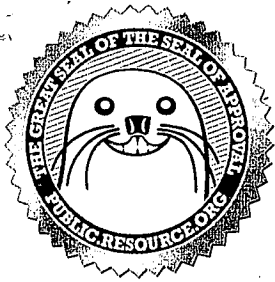
You have the right to appeal this partial denial of the FOIA request. An appeal must be received within 30 calendar days of the date of this letter by the Assistant General Counsel for Administration (Office), Room 5898-C, U.S. Department of Commerce, 14th and Constitution Avenue, N.W. Washington, D.C. 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,

A handwritten signature in black ink, appearing to read "Bobbie Parsons". The signature is fluid and cursive, with a large loop at the top.

Bobbie Parsons
FOIA Officer
Immediate Office of the Secretary

Enclosures



PUBLIC.RESOURCE.ORG ~ A Nonprofit Corporation

Open Source America's Operating System

"It's Not Just A Good Idea—It's The Law!"

CRRIF 09-233

May 20, 2009

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 ReedElsiveir 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 curtailing 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).

OS-lead; OAM & O/Budget Impact

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 fDepartment of Commercet 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.

fDepartment of Commercet, 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.

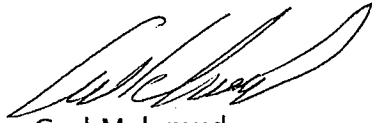
Third, the requested material will "contribute to public understanding" of limitations of access to legal materials. 28 C.F.R. § 16.11(k)(2)(iii) (internal quotation marks omitted). This information will contribute not only to Public.Resource.Org's understanding of access to primary legal materials by government lawyers, but to he 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,

A handwritten signature in black ink, appearing to read 'Carl Malamud', written in a cursive style.

Carl Malamud
President & CEO
Public.Resource.Org

Grimes, Meghan

From: Price, Alicia
Sent: Wednesday, November 05, 2008 10:52 AM
To: Grimes, Meghan
Subject: 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: Wednesday, November 05, 2008 8:26 AM
To: Price, Alicia
Subject: PACER Auto Payment Failure

Your PACER account, ^{nick(b)2} 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.

Grimes, Meghan

From: Price, Alicia
Sent: Friday, October 31, 2008 10:01 AM
To: Mendes, Paulo; Grimes, Meghan
Subject: 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.

Grimes, Meghan

From: Price, Alicia
Sent: Tuesday, October 07, 2008 11:07 AM
To: Mendes, Paulo
Cc: Grimes, Meghan; DiGiacomo, Brian; Wilder, Verna
Subject: FW: UD0526 October 2008 PACER Quarterly Statement

Attachments: UD0526.pdf



UD0526.pdf (23 KB)

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: [REDACTED] October 2008 PACER Quarterly Statement

The attached pdf document is the October 2008 quarterly PACER statement for account. 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: [REDACTED] <i>nyjl(b)(2)</i>	Alicia Price
BILLING DATE: 10/03/2008	U.S. Department of Commerce
BILLING CYCLE: 07/01/08 to 09/30/08	202-482-3997
PAGE: 2	

DATE	CLIENT	TIME IN/ NUM TRANS	TIME OUT	TOTAL TIME TOTAL PAGES
PACER-NET TRANSACTIONS				
UNITED STATES PARTY/CASE INDEX				
07/21/2008	HISTORY	3		3
08/25/2008	DIGIACOMO	12		12
UNITED STATES PARTY/CASE INDEX PACER-NET SUBTOTAL				15
CALIFORNIA CENTRAL DISTRICT COURT				
08/25/2008		2		2
09/18/2008		3		5
CALIFORNIA CENTRAL DISTRICT COURT PACER-NET SUBTOTAL				7
U.S. COURT OF APPEALS, FEDERAL CIRCUIT				
08/25/2008		6		6
U.S. COURT OF APPEALS, FEDERAL CIRCUIT PACER-NET SUBTOTAL				6
CALIFORNIA NORTHERN DISTRICT COURT				
08/25/2008	DIGIACOMO	1		1
CALIFORNIA NORTHERN DISTRICT COURT PACER-NET SUBTOTAL				1
DISTRICT OF COLUMBIA DISTRICT COURT				
08/26/2008		5		5
08/27/2008		2		3
09/03/2008		2		8
09/29/2008		1		9
DISTRICT OF COLUMBIA DISTRICT COURT PACER-NET SUBTOTAL				25
LOUISIANA WESTERN DISTRICT COURT				
08/25/2008		4		14
08/25/2008	DIGIACOMO	1		1
LOUISIANA WESTERN DISTRICT COURT PACER-NET SUBTOTAL				15
MARYLAND DISTRICT COURT				
08/25/2008		6		11
08/25/2008	DIGIACOMO	2		2
08/26/2008		3		4
MARYLAND DISTRICT COURT PACER-NET SUBTOTAL				17
NEW YORK EASTERN DISTRICT COURT				
08/25/2008		5		17
NEW YORK EASTERN DISTRICT COURT PACER-NET SUBTOTAL				17
OREGON DISTRICT COURT				
07/21/2008	HISTORY	2		2
OREGON DISTRICT COURT PACER-NET SUBTOTAL				2
VIRGINIA EASTERN DISTRICT COURT				
08/13/2008		5		8
08/25/2008	DIGIACOMO	1		1
08/26/2008		4		6
VIRGINIA EASTERN DISTRICT COURT PACER-NET SUBTOTAL				15
WASHINGTON WESTERN DISTRICT COURT				
08/20/2008		4		6
WASHINGTON WESTERN DISTRICT COURT PACER-NET SUBTOTAL				6

PACER QUARTERLY STATEMENT/INVOICE

LOGIN ID: [REDACTED] <i>hjt(b)(2)</i>	Alicia Price
BILLING DATE: 10/03/2008	U.S. Department of Commerce
BILLING CYCLE: 07/01/08 to 09/30/08	202-482-3997
PAGE: 3	

DATE	CLIENT	TIME IN/ NUM TRANS	TIME OUT	TOTAL TIME TOTAL PAGES
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DIAL-UP PACER TIME TOTAL:	00:00:00
PACER-NET WEB PAGE TOTAL:	126
CURRENT DIAL-UP PACER CHARGES:	\$0.00
CURRENT PACER-NET CHARGES:	\$10.08
PREVIOUS BALANCE:	\$5.36
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

PAGE 1 OF PAGES 21

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

1. DATE OF ORDER 09 Apr 2007	2. CONTRACT NO. (If any)	6. SHIP TO: SE1894	
3. ORDER NO. SA130107SE0027	4. REQUISITION/REFERENCE NO. AABB0178-7-00565	a. NAME OF CONSIGNEE U.S. DEPARTMENT OF COMMERCE Ult Dest: SE1894	
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 Lottie Plater 202-482-3552		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: 00000682 a. NAME OF CONTRACTOR WEST PUBLISHING CORPORATION DUNS: (b)(4)	8. TYPE OF ORDER <input checked="" type="checkbox"/> a. PURCHASE <input type="checkbox"/> b. DELIVERY
b. COMPANY NAME	REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.
c. STREET ADDRESS PO BOX 64833	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.
d. CITY SAINT PAUL	
e. STATE MN	
f. ZIP 551640833	

9. ACCOUNTING AND APPROPRIATION BOC: OBLIGATED AMT: \$200,000.00 See Attached Schedule	10. REQUISITIONING OFFICE General Counsel
---	--

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
 a. Small 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 DESTINATION	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE 01 Feb 2007	16. DISCOUNT TERMS 00.00% 0 Days Net 30
13. PLACE OF			
a. INSPECTION	b. ACCEPTANCE		

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	Government POC is Jane Sessa at 202-481-1610. Vendor POC is Mr. Scott M. Smith at 202-777-9980, or email: ScottMichael.Smith@Thomson.com. Fax: 202-777-0888. Renewal for Westlaw legal retrieval services Peorid of Performane 10/01/2006 through 09/30/2007					

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-836 MS 1621 100 BUREAU DRIVE			
c. CITY GAITHERSBURG	d. STATE MD	e. ZIP CODE 20899-0001	US 200,000.00

UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) Lottie Plater (TITLE CONTRACTING/ORDERING OFFICER) 202-482-3552
---	---

SEE BILLING INSTRUCTIONS ON REVERSE

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

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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, or 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 a small disadvantaged business 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

(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):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51-100	<input type="checkbox"/> \$1,000,001-\$2 million
<input type="checkbox"/> 101-250	<input type="checkbox"/> \$2,000,001-\$3.5 million
<input type="checkbox"/> 251-500	<input type="checkbox"/> \$3,500,001-\$5 million
<input type="checkbox"/> 501-750	<input type="checkbox"/> \$5,000,001-\$10 million
<input type="checkbox"/> 751-1,000	<input type="checkbox"/> \$10,000,001-\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(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 ~~tyyy~~ 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.

(e) "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 |

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

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":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[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:

Line Item No.	Country of Origin

[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 FILE0subcontract; 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."

Line End Product	Listed Countries of Origin

(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 aFILE000solicitation only, and do not result in an update to the 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

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.

(r) "Compliance with laws unique to Government contracts." The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(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, Disputes, 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

considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

(End of Clause)

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:

- (1) 52.233-3, Protest after Award (Aug 1996) (31 U.S.C. 3553).
- (2) 5.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
- (3) 52.219-4, Notice of Price Evaluation Preference for

HUBZone

Small Business Concerns (July 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) [Reserved]

(5)

(June

- (i) 52.219-6, Notice of Total Small Business Set-Aside 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-6.
- (iii) Alternate II (Mar 2004) of 52.219-6.

(6)

(June

- (i) 52.219-7, Notice of Partial Small Business Set-Aside 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.

2004) (15

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

(8)

2006)

- (i) 52.219-9, Small Business Subcontracting Plan (Sept 15 U.S.C. 637(d)(4).
- (ii) Alternate I (Oct 2001) of 52.219-9.
- (iii) Alternate II (Oct 2001) of 52.219-9.

U.S.C.

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

1999)

(10) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 15 U.S.C. 637(d)(4)(F)(i)).

(11)

Small

(i) 52.219-23, Notice of Price Evaluation Adjustment for Disadvantaged Business Concerns (Sept 2005) (10 U.S.C. 2323)

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

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

Program- (12) 52.219-25, Small Disadvantaged Business Participation

Disadvantaged Status and Reporting (Oct 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

Program- (13) 52.219-26, Small Disadvantaged Business Participation

Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

Small (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned 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).

X (18) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

X (19) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

X (20) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

X (21) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

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

(23)

(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Aug 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).

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

(24) 52.225-1, Buy American Act-Supplies (June 2003) (41 U.S.C. 10a-10d).

(25)

Israeli (i) 52.225-3, Buy American Act-Free Trade Agreements-Trade Act (Nov 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169.

(ii) Alternate I (Jan 2004) of 52.225-3.

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

seq., (26) 52.225-5, Trade Agreements (Nov 2006) (19 U.S.C. 2501, et 19 U.S.C. 3301 note).

2006) (27) 52.225-13, Restrictions on Certain Foreign Purchases (Feb (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).

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

Items (30) 52.232-29, Terms for Financing of Purchases of Commercial (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

1995) (31) 52.232-30, Installment Payments for Commercial Items (Oct

- (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (32) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).
- _____ (33) 52.232-34, Payment by Electronic Funds Transfer-Other than _____ Central Contractor Registration (May 1999) (31 U.S.C. 3332).
- 3332). _____ (34) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).
- X (35) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (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.).
- _____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- X (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- X (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Feb 2002) (29 U.S.C. 206 and 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 (vii) 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--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business

concerns, exceeds \$500,000 (or \$1,000,000 for construction of any public facility), 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).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(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 (INVA), 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 OF-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 p&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

barred from working on the premises of a facility for any of the following reasons:

1. Conviction of a felony of a crime of violence or of a misdemeanor involving moral turpitude.
2. Falsification of information entered on security screening forms or of other documents submitted to the Department.
3. Improper conduct once performing on the contract, including criminal, infamous, dishonest, immoral, or notoriously disgraceful conduct or other conduct prejudicial to the Government regardless of whether the conduct directly related to the contract.
4. Any behavior judged to pose a potential threat to Departmental information systems, personnel, property, or other assets.

NOTE: Failure to comply with the requirements may result in termination of the contract or removal of some contract employees from Department of Commerce facilities.

F. Access to National security Information

Compliance with these requirements shall not be construed as providing a contract employee clearance to have access to national security information.

G. The Contractor shall include the substance of this clause, including this paragraph, in all subcontracts.

(End of Clause)

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.

ABC 1000249903

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Page of Pages 1 2

2. Amendment/Modification No. 0001 3. Effective Date Aug 29, 2007 4. Requisition/Purchase Req. No. A.ABB0178-7-01892 5. Project No. (If applicable)

6. Issued By Code SA1301 7. Administered By (If other than Item 6) Code SEE BLOCK 6 US DEPARTMENT OF COMMERCE CAS, OS BUSINESS SOLUTIONS TEAM 1401 CONSTITUTION AVE. NW ROOM 6521 WASHINGTON, DC 20230 Charinel McMillan

8. Name and Address of Contractor (No., Street, County, and Zip Code) WEST PUBLISHING CORPORATION Vendor ID: 00000682 DUNS: [REDACTED] CAGE: [REDACTED] (b)(4) 9A. Amendment of Solicitation No. 9B. Date (See Item 11) 10A. Modification of Contract/Order No. SA1301-04-SE-0006 10B. Date (See Item 13) Sep 2, 2003

Code Facility Code 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: (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 Data (if required) S 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.

(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. B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) Set fourth 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, X is 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 this 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) West Mike Anastasio Director of CAS 202-482-2774 manastasio@doc.gov

15B. Contractor/Officer 15C. Date Signed 8-30-07 16B. United States of America 16C. Date Signed Aug 30, 2007 (Signature of person authorized to sign) (Signature of Contracting Officer)

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	Renewal of WESTLAW Service Price Includes: Passwords issued to new locations after October 1, 2003. FEDLINK Fee of 1% Applies Total \$2,150.00	1	EA	209,664.23	209,664.23

REQUISITION FOR SUPPLIES/SERVICE

REQ. DATE JUN 27, 2007	PAGE .1	OF 2
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1. REQUISITION NO. AABB0178-7-01892	2. PRIORITY	3. AMOUNT -5,335.77	4. DELIVERY DATE JUL 05, 2007	5. FUNDS AVAILABLE <input checked="" type="checkbox"/> Funds Available <input type="checkbox"/> SAF		
6. CONTACT (Name and Phone) Meghan Grimes 202-482-0490			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		GC5875	10. DEPT	11. FUND	12. PROJECT	13. FSC
			14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15a. DELIVER TO U.S. Department of Commerce Office of the General Counsel - Rm 5875 14th & Constitution Ave., N.W. Washington DC 20230			GC5875			
			16. FUND CERTIFYING OFFICIAL			
15b. SUPPLEMENTAL ADDRESS N/A			17. VENDOR WEST PUBLISHING CORPORATION 610 OPPERMAN DRIVE SAINT PAUL MN 551231340			
00000682						

18. PURPOSE
Deobligate remaining funding from SA130104SE0006

ITEM OR FORM NO. (19)	DESCRIPTION (20)	QUANTITY (21)	UNIT (22)	UNIT PRICE (23)	AMOUNT (24)
	Please See Continuation Page for Line Item Details				

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Deobligate remaining funds from SA130104SE0006 Accounting and Appropriation Data: 51,04,0032000.000.98.000000000.0700000000000000.26680000.000000 \$-5,335.77	1.00	EA	-5335.77	-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. SA1301045E0006

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.

Paulo Mendes
COR Signature

6/27/07
Date

INVOICE—RECEIPT CERTIFICATION

SEE REVERSE FOR COMPLETION AND MAILING INSTRUCTIONS.

1. PURCHASE ORDER NUMBER SA1301-04-SE-0006	2. TYPE SHIPMENT	3. DATE GOODS RECEIVED 9/30/04	4. DATE INVOICE RECEIVED 10/11/04	5. DATE GOODS ACCEPTED*
6. VENDOR INVOICE NUMBER	7. VENDOR NAME West Group			

* ACCEPTANCE OF MORE THAN 7 DAYS FROM DATE RECEIVED MUST BE AUTHORIZED ON CD-404

8. LINE ITEM NO.	9. DESCRIPTION	10. QUANTITY/UNIT ISSUE	11. DOLLAR AMOUNT
	Westlaw Online Charges		17 416 .55

PAID
NOV - 2 2004
MILTON JOHNSON
Asst. Cert. Officer
#140524

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

21. SIGNATURE <i>Dee B</i>	12. + Non-Merchandise Charge
ADDRESS	13. + Freight
DATE 10/21/04	PHONE (Area Code and Number) 202-482-1610
REMARKS	14. + Federal Excise Tax
	15. + State or Local Tax
	16. Subtotal
	17. - Trade-In
	18. - Discount
	19. - Credit
	20. TOTAL 17 416 .55



ACCT# 1000249903

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INVOICE # 807456179 PO # SA1301-04-SE-0006		WEST INFORMATION CHARGES INVOICE SEP 01,2004 - SEP 30,2004		PAGE 1
DESCRIPTION	CHARGE	TAX	TOTAL CHARGE	
WEST INFORMATION CHARGES	17,416.66	0.00	17,416.66	
Westlaw.		502366 OCT 25 '04		

IMPORTANT NEWS
 [REDACTED] (b)(4)
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1000249903

K

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INVOICE # 807456179
 ACCOUNT # 1000249903
 VENDOR # 41-1426973
 TOTAL DUE 17,416.66
 AMOUNT ENCLOSED \$ _____

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

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ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 3 PAGES

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

1. DATE OF ORDER 30 Nov 2007		2. CONTRACT NO. (if any) 03CSFC70105		6. SHIP TO:	
3. ORDER NO. SA130108CT0001		4. REQUISITION/REFERENCE NO. AABB0178-8-02725		a. NAME OF CONSIGNEE See Schedule Ult Dest: SE1894	
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 Sheketia Nettles (202) 482-3248				b. STREET ADDRESS	
7. TO: 00000682		TIN: [REDACTED]		c. CITY	
a. NAME OF CONTRACTOR WEST PUBLISHING CORPORATION		DUNS: (b)(4)		d. STATE	
b. COMPANY NAME		f. SHIP VIA		e. ZIP CODE	
c. STREET ADDRESS PO BOX 64833		8. TYPE OF ORDER <input type="checkbox"/> a. PURCHASE <input checked="" type="checkbox"/> b. DELIVERY			
d. CITY SAINT PAUL		e. STATE MN		f. ZIP 551640833	
9. ACCOUNTING AND APPROPRIATION See Attached Schedule		BOC:		OBLIGATED AMT: \$250,000.00	
				10. REQUISITIONING OFFICE OGC	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
 a. Small 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 SEE SCHEDULE		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE See Schedule		16. DISCOUNT TERMS 00.00% 0 Days Net 30	
13. PLACE OF							
a. INSPECTION See Schedule		b. ACCEPTANCE See Schedule					

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
0001	This Delivery Order is to renew Westlaw Subscription Services. Subject to availability of FY2008 funds. Westlaw subscription renewal Accounting and Appropriation Data: 51.08.0032000.000.98.010000000.0700000000 000000.26680000.000000	1	YR	250,000.00	250,000.00	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME NIST ACCOUNTS PAYABLE OFFICE						17(l) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box) BLDG 101, ROOM A-836 MS 1621 100 BUREAU DRIVE						
c. CITY GAITHERSBURG		d. STATE MD		e. ZIP CODE 20899-0001		

22. UNITED STATES OF AMERICA BY (Signature) *Andre Adams*

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

ORDER FOR SUPPLIES OR SERVICES - Continuation

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

DATE OF ORDER 30 Nov 2007	CONTRACT NO. (if any) 03CSFC70105	ORDER NO. SA130108CT0001
------------------------------	--------------------------------------	-----------------------------

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEP (g)
	\$ 250,000.00 BOC: 010000 DELIVERY DATE: 10/01/2007 SHIP TO: U.S. DEPARTMENT OF COMMERCE LAW LIBRARY, ROOM 1894 14TH & CONSTITUTION AVE., N.W. WASHINGTON, DC 20230					

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; unparalleled 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 statutes, regulations, decisions, and opinions (including historical and archived documents) that affect human resources compliance for federal employees.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract ID Code LC090701	Page of Pages 1 3
2. Amendment/Modification No. 0001	3. Effective Date Oct 1, 2008	4. Requisition/Purchase Req. No. AA-OGC-WC-O-9-00493	5. Project No. (If applicable)	
6. Issued By US DEPARTMENT OF COMMERCE CAS, OS BUSINESS SOLUTIONS TEAM 1401 CONSTITUTION AVE. NW ROOM 6521 WASHINGTON, DC 20230 Gina Lee 202-482-1470		Code SA 1301	7. Administered By (If other than Item 6) SEE BLOCK 6 Code	
8. Name and Address of Contractor (No., Street, County, and Zip Code) WEST PUBLISHING CORPORATION PO BOX 64833 SAINT PAUL MN 551640833			Vendor ID: 00000682 DUNS: [REDACTED] CAGE: [REDACTED] (b)(4)	(X) 9A. Amendment of Solicitation No. 9B. Date (See Item 11) 10A. Modification of Contract/Order No. SA1301-08-CT-0040 10B. Date (See Item 13) Oct 1, 2008
Code	Facility Code			

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: (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 Data (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.**

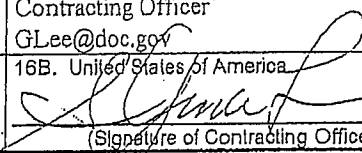
<input checked="" type="checkbox"/>	A. This change order is issued pursuant to: (Specify authority) The changes set forth in Item 14 are made in the Contract Order No. in Item 10A.
<input type="checkbox"/>	B. The above numbered Contract/Order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) Set forth Item 14, pursuant to the authority of FAR 43.103 (b)
<input type="checkbox"/>	C. This supplemental agreement is entered into pursuant to authority of:
<input checked="" type="checkbox"/>	D. Other (Specify type of modification and authority) Funding Action
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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 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 9A or 10A, as heretofore changed, remains 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) Gina Lee Contracting Officer GLee@doc.gov	202-482-1470
15B. Contractor/Offeror	15C. Date Signed	16B. United States of America  (Signature of Contracting Officer)
(Signature of person authorized to sign)		16C. Date Signed Feb 20, 2009

All other terms and conditions under the contract will remain unchanged.

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	Westlaw on-line services for 5 months from Oct 2008 to Feb 2009 Reference: Library of Congress (FEDLINK) Indefinite Delivery Indefinite Quantity (IDIQ) BOA No.: LC0907012 Accounting and Appropriation Data: 51.09.0032000.000.0098.010000000.07000000000 00000.26680000.000000 US 114,220.00	5	MO	22,844.00	114,220.00

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) Code
6. Issued By U.S. DEPARTMENT OF COMMERCE ACQUISITION SERVICES - ROOM 6514 14TH & CONSTITUTION AVE., N.W. WASHINGTON, DC 20230 Gina Lee 202-482-1470		7. Administered By (If other than Item 5) SEE BLOCK 6	

B. Name and Address of Contractor (No., Street, County, and Zip Code) WEST PUBLISHING CORPORATION PO BOX 64833 SAINT PAUL MN 551640833 Vendor ID: 00000682 DUNS: ██████████ CAGE: ██████████ (b)(4)	(X)	9A. Amendment of Solicitation No.
		9B. Date (See Item 11)
	X	10A. Modification of Contract/Order No. SA1301-08-CT-0040
		10B. Date (See Item 13) Oct 1, 2008

Code Facility Code

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:

(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 Data (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 forth 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)

E. IMPORTANT: Contractor 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 GLee@doc.gov	16A. Name and title of Contracting Officer (Type or Print) Gina Lee 202-482-1470 Contracting Officer GLee@doc.gov
15B. Contractor/Offeror (Signature of person authorized to sign)	15C. Date Signed (Signature of Contracting Officer)
15B. Contractor/Offeror	16B. United States of America May 13, 2009
	16C. Date Signed May 13, 2009

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	Westlaw on-line services for 7 months from March 2009 to September 2009	1	EA		153,903.88
	Accounting and Appropriation Data: 51.09.0032000.000.0098.010000000.07000000000 00000.26680000.000000 US 153,903.88				

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code _____ Page 1 of Pages 3

2. Amendment/Modification No. 0002
 3. Effective Date Feb 22, 2006
 4. Requisition/Purchase Req. No. _____
 5. Project No. (if applicable) _____

6. Issued By
 US Department of Commerce
 CAS, OS Business Solutions Team
 1401 Constitution Ave. NW Room 6521
 Washington, DC 20230
 Brendon Johnson 202-482-7401
 Code SA 1301
 7. Administered By (if other than Item 6) Code
 SEE BLOCK 6
 1006 90
 FL DIR XX518 - FY2006
 CLIN 0001

8. Name and Address of Contractor (No., Street, County, and Zip Code)
 Reed Elsevier DBA Lexis Nexis
 1150 18TH ST NW
 Suite 600
 WASHINGTON DC 200363843
 Attn: James Rülherford
 Vendor ID: 00000574
 DUNS: [REDACTED]
 CAGE: [REDACTED]
 (X) 9A. Amendment of Solicitation No. _____
 9B. Date (See Item 11) _____
 10A. Modification of Contract/Order No. SA1301-06-NC-003
 10B. Date (See Item 13) Jan 3, 2006

Code _____ Facility Code _____

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:
 (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 Data (if required)
 See Schedule \$ US 0.00

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 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)

E. IMPORTANT: Contractor 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:
 (1) Correct the accounting and appropriation object class for all line items from 2688 to 2688.
 (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.

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)	15B. Contractor/Offeror	15C. Date Signed	16A. Name and title of Contracting Officer (Type or Print) Brendon Johnson Contracting Officer bjohnson@doc.gov	16B. United States of America	16C. Date Signed 2/22/2006
	(Signature of person authorized to sign)		(Signature of Contracting Officer)		

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
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0001	<p>The contractor shall provide information services in accordance with FEDLINK contract 03CSFC700103.</p> <p>Period of Performance: October 1, 2005 through September 30, 2006.</p> <p>Government Point of Contact is Jane Sessa at (202) 482-1610.</p> <p>Per Modification 0002, all FY 2006 funds are available.</p> <p>Lexis-Nexis FY 2006 Online Subscription Services.</p>	1	EA	1,225,424.00	1,225,424.00
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Accounting and Appropriation Data:
 51.98.06.xxxxxxxxx.0032000.xxx.0700xxxxxxxxx
 xxx.26680000.xxxxxx
 US 1,225,424.00

0002	<p>Option Year 1</p> <p>Lexis-Nexis FY 2007 Online Subscription Services.</p>	1	EA	1,286,700.00	1,286,700.00
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The contractor shall provide information services in accordance with FEDLINK contract 03CSFC700103.

Period of Performance: October 1, 2006 through September 30, 2007.

Subject to the availability of FY 2007 funds.

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

Accounting and Appropriation Data:
 51.98.07.xxxxxxxxx.0032000.xxx.0700xxxxxxxxx
 xxx.26680000.xxxxxx
 US 1,286,700.00

0003	<p>Option Year 2</p> <p>Lexis-Nexis FY 2008 Online Subscription Services.</p>	1	EA	1,351,032.00	1,351,032.00
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The contractor shall provide information services in accordance with FEDLINK contract 03CSFC700103.

Period of Performance: October 1, 2007 through September 30, 2008.

Subject to the availability of FY 2008 funds.

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

Accounting and Appropriation Data:
 51.98.08.xxxxxxxxx.0032000.xxx.0700xxxxxxxxx

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
xxx.2668000	xxxxxx US 1,351,032.00				

Lexis Nexis

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code Page of Pages
1 3

2. Amendment/Modification No. 0002
3. Effective Date Feb 22, 2006
4. Requisition/Purchase Req. No.
5. Project No. (if applicable)

6. Issued By
S Department of Commerce
AS, OS Business Solutions Team
1401 Constitution Ave. NW Room 6521
Washington, DC 20230
Brendon Johnson 202-482-7401
Code SA1301
7. Administered By (If other than Item 6) Code
SEE BLOCK 6

8. Name and Address of Contractor (No., Street, County, and Zip Code)
Reed Elsevier DBA Lexis Nexis
1150 18TH ST NW
Suite 600
WASHINGTON DC 200363843
Attn: James Rutherford
Vendor ID: 00000574
DUNS: [REDACTED]
CAGE: [REDACTED]
(X) 9A. Amendment of Solicitation No.
9B. Date (See Item 11)
10A. Modification of Contract/Order No.
SA1301-06-NC-0031
10B. Date (See Item 13)
Jan 3, 2006
Code Facility Code

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: (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 Data (if required)
See Schedule \$ US 0.00

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 fourth 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)

E. IMPORTANT: Contractor 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:

- (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.

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)
15B. Contractor/Offeror
15C. Date Signed
16A. Name and title of Contracting Officer (Type or Print)
Brendon Johnson 202-482-7401
Contracting Officer
bjohnson@doc.gov
16B. United States of America
16C. Date Signed
2/22/2006
(Signature of person authorized to sign) (Signature of Contracting Officer)

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	<p>The contractor shall provide information services in accordance with FEDLINK contract 03CSFC700103.</p> <p>Period of Performance: October 1, 2005 through September 30, 2006.</p> <p>Government Point of Contact is Jane Sessa at (202) 482-1610.</p> <p>Per Modification 0002, all FY 2006 funds are available.</p> <p>Lexis-Nexis FY 2006 Online Subscription Services.</p>	1	EA	1,225,424.00	1,225,424.00
0002	<p>Accounting and Appropriation Data: 51.98.06.xxxxxxxxxx.0032000.xxx.0700xxxxxxxxxx xxx.26680000.xxxxxx US 1,225,424.00</p> <p>Option Year 1 Lexis-Nexis FY 2007 Online Subscription Services.</p>	1	EA	1,286,700.00	1,286,700.00
0003	<p>The contractor shall provide information services in accordance with FEDLINK contract 03CSFC700103.</p> <p>Period of Performance: October 1, 2006 through September 30, 2007.</p> <p>Subject to the availability of FY 2007 funds.</p> <p>Government Point of Contact is Jane Sessa at (202) 482-1610.</p> <p>Accounting and Appropriation Data: 51.98.07.xxxxxxxxxx.0032000.xxx.0700xxxxxxxxxx xxx.26680000.xxxxxx US 1,286,700.00</p> <p>Option Year 2 Lexis-Nexis FY 2008 Online Subscription Services.</p>	1	EA	1,351,032.00	1,351,032.00
	<p>The contractor shall provide information services in accordance with FEDLINK contract 03CSFC700103.</p> <p>Period of Performance: October 1, 2007 through September 30, 2008.</p> <p>Subject to the availability of FY 2008 funds.</p> <p>Government Point of Contact is Jane Sessa at (202) 482-1610.</p> <p>Accounting and Appropriation Data: 51.98.08.xxxxxxxxxx.0032000.xxx.0700xxxxxxxxxx</p>				

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	xxx.2668000 xxxxxx US 1,351,032.00				

2. Amendment/Modification No. 0001 3. Effective Date Jan 12, 2006 4. Requisition/Purchase Req. No. 5. Project No. (If applicable)

6. Issued By US Department of Commerce
 CAS, OS Business Solutions Team
 1401 Constitution Ave. NW Room 6521
 Washington, DC 20230
 Brendon Johnson 202-482-7401
 Code SA1301 7. Administered By (If other than Item 6) SEE BLOCK 6 Code

B. Name and Address of Contractor (No., Street, County, and Zip Code) REED ELSEVIER, INC.
 1150 18TH ST NW STE 600
 WASHINGTON DC 200363843
 Vendor ID: 00000574
 DUNS: [REDACTED]
 CAGE: [REDACTED] (D) (4)
 (X) 9A. Amendment of Solicitation No.
 9B. Date (See Item 11)
 X 10A. Modification of Contract/Order No. SA1301-06-NC-0031
 10B. Date (See Item 13) Jan 3, 2006

Code Facility Code

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:
 (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 Data (if required)
 519806xxxxxxxxx0032000xxx0700xxxxxxxxxxxxx2688000 xxxxxx \$ US 0.00

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 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)

E. IMPORTANT: Contractor 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 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

100690
 XY578-FY2006

Mod 0001

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) Brendon Johnson Contracting Officer bjohnson@doc.gov 202-482-7401
 15B. Contractor/Officer (Signature of person authorized to sign)
 15C. Date Signed
 16A. Name and title of Contracting Officer (Type or Print) Brendon Johnson Contracting Officer bjohnson@doc.gov 202-482-7401
 16B. United States of America (Signature of Contracting Officer)
 16C. Date Signed 1/12/2006

xy 1/12/06

Tax Identification Number:

DUNS:

CAGE Code:



(b)(4)

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

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF PAGES 4

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

1. DATE OF ORDER 03 Jan 2006		2. CONTRACT NO. (if any) 03CSFC700103		6. SHIP TO: SE1894	
3. ORDER NO. SA130106NC0031		4. REQUISITION/REFERENCE NO. AABB00326G70082		a. NAME OF CONSIGNEE U.S. Department of Commerce	
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 Brendon Johnson 202-482-7401				b. STREET ADDRESS Law Library, Room 1894 14th & Constitution Ave., N.W.	
				c. CITY Washington	d. STATE DC
7. TO: 00000557		TIN: [REDACTED]		8. TYPE OF ORDER	
a. Name of Contractor LEXISNEXIS SPECIAL SERVICES INC		DUNS: (b)(4)		a. PURCHASE <input type="checkbox"/> b. DELIVERY <input checked="" type="checkbox"/>	
b. Company Name		REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.		Except for billing instructions on the reverse, this delivery 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.	
c. Street Address 1150 18TH ST NW SUITE 250		d. City WASHINGTON		e. State DC	
		f. Zip 200363843			
9. ACCOUNTING AND APPROPRIATION BOG: See Attached Schedule				OBLIGATED AMT: \$1,225,424.00	
				10. REQUISITIONING OFFICE OGCLL	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))			
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED
12. F.O.B. POINT DESTINATION		14. GOVERNMENT B/L NO.	
13. PLACE OF		15. DELIVER TO F.O.B. POINT ON OR BEFORE	
a. INSPECTION	b. ACCEPTANCE	See Schedule	
		16. DISCOUNT TERMS 00.00% 0 Days Net 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
	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.				100690 XX518 - FY 2006	

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME NIST Accounts Payable Office						US
b. STREET ADDRESS (or P.O. Box) Bldg 101, Room A-836 MS 1621 100 Bureau Drive						
c. CITY Gaithersburg		d. STATE MD	e. ZIP CODE 20899-0001		1,225,424.00	
22. UNITED STATES OF AMERICA BY (Signature)						17(i) GRAND TOTAL

23. NAME (Typed) Brendon Johnson (TITLE CONTRACTING/ORDERING OFFICER)		202-482-7401	
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Previous edition not usable

OPTIONAL FORM 347 (REV. 6/95)
Prescribed by GSA/FAR 48 CFR 53.213(e)

EST 1/12/06

ORDER FOR SUPPLIES OR SERVICES - Continuation

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

DATE OF ORDER: 03 Jan 2006
 CONTRACT NO. (if any): 03CSFC700103
 ORDER NO.: SA130106NC0031

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
0001	<p>Period of performance for the base year is October 1, 2005 through September 30, 2006.</p> <p>Government Point of Contact is Jane Sessa at 202-482-1610.</p> <p>Vendor P.O.C. is James R. Rutherford at 202-857-4648, fax 202-857-8233, james.rutherford@lexisnexis.com.</p> <p>Commerce Business Solutions P.O.C. is Brendon Johnson at 202-482-7401.</p> <p>The contractor shall provide information services in accordance with FEDLINK contract 03CSFC700103.</p> <p>Period of Performance: October 1, 2005 through September 30, 2006.</p> <p>Government Point of Contact is Jane Sessa at (202) 482-1610.</p> <p>This award is issued Subject to the Availability of FY 2006 Funds.</p> <p>Lexis-Nexis FY 2006 Online Subscription Services.</p> <p>Accounting and Appropriation Data: 51.98.06.xxxxxxxxxx.0032000.xxx.0700xxxxxx xxxxxx.2688000 .xxxxxx \$ 1,225,424.00 DELIVERY DATE: 09/30/2006</p>	1	EA	1,225,424.00	1,225,424.00	
0002	<p>Option Year 1</p> <p>Lexis-Nexis FY 2007 Online Subscription Services.</p> <p>The contractor shall provide information services in accordance with FEDLINK contract 03CSFC700103.</p> <p>Period of Performance: October 1, 2006 through September 30, 2007.</p> <p>Government Point of Contact is Jane Sessa at (202) 482-1610.</p> <p>Accounting and Appropriation Data: 51.98.07.xxxxxxxxxx.0032000.xxx.0700xxxxxx xxxxxx.2688000 .xxxxxx \$ 1,286,700.00 DELIVERY DATE: 09/30/2007</p>	1	EA	1,286,700.00	1,286,700.00	

ORDER FOR SUPPLIES OR SERVICES - Continuation

PAGE 3 OF PAGES 4

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

DATE OF ORDER
03 Jan 2006

CONTRACT NO. (if any)
03CSFC700103

ORDER NO.
SA130106NC0031

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QTY ACCEPT. (g)
0003	<p>Option Year 2 Lexis-Nexis FY 2008 Online Subscription Services.</p> <p>The contractor shall provide information services in accordance with FEDLINK contract 03CSFC700103.</p> <p>Period of Performance: October 1, 2007 through September 30, 2008:</p> <p>Government Point of Contact is Jane Sessa at (202) 482-1610.</p> <p>Accounting and Appropriation Data: 51.98.08.xxxxxxxxx.0032000.xxx.0700xxxxxx xxxxxx.2688000 .xxxxxx \$ 1,351,032.00 DELIVERY DATE: 09/30/2008</p>	1	EA	1,351,032.00	1,351,032.00	



"Dwyer, Michael
\\(LNG-HBE)"
<michael.dwyer@lexisnexis.c
om>

09/27/2006 02:18 PM

To <mgrimes@doc.gov>

cc

bcc

Subject LexisNexis Content Additions in FY06

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"



DOC New Content 1005-Present.doc



LEXIS-NEXIS and Related Services

Name: Dwyer, Michael
Phone: 202-857-4606
Email: Michael.dwyer@lexisnexis.com
Fax:

- 2006 Current Tax Legislation
- 24 Hours (Toronto, Canada)
- A&D Watch
- AARDS Directory
- AARDS Media & Production Guide
- ABC News Now Transcripts
- ABC Premium News (Australia)
- ABC Regional News (Australia)
- ABC Transcripts (Australia)
- ABIX with Fairfax Links
- Accountancy Age
- Acteurs publics
- Actu Labo
- AD/Algemeen Dagblad
- AD/Amersfoortse Courant
- AD/De Dordenaar
- AD/Groene Hart
- AD/Haagsche Courant
- AD/Rivierland
- AD/Rotterdam Dagblad
- AD/Utrechts Nieuwsblad
- Advanced Imaging
- African American Law & Policy Report
- AIR ET COSMOS
- Aircraft Maintenance Technology
- Airdrie Echo (Alberta, Canada)
- Airport Business
- Alabama Administrative Code Archive
- Alabama State Insurance Survey
- Alaska State Insurance Survey
- ALI's Principles of Corp. Governance
- Allure
- American Arbitration Association Labor Awards
- American Banker
- American Editor
- Anderson's Ohio Forms
- APA-Economic News Srv (APA-ENS)
- Arizona Administrative Code Archive
- Arizona Capitol Times
- Arkansas State Insurance Survey
- Aromes Ingredients Additifs
- Aseguranza
- Asphalt Contractor
- Atlanta Business Chronicle
- Atlantic Journal Communications
- Austin Business Jnl (Texas)
- Australian Financial Review
- Ausitra Today
- Autoflotte
- Autoflotte online
- AUTOHAUS
- AUTOHAUS Online
- Automatic Merchandiser
- Autoservice praxis
- AUTOSERVICE PRAXIS online
- B2B Marketing Magazine
- Baltimore Business Journal
- Banff Crag & Canyon (Alberta, Canada)
- Bass Player
- Berkeley Business Law Journal
- Berliner Kurier
- Big Builder
- Bilan
- Biographies de Acteurs Publics
- Birmingham Bus Jnl (Alabama)
- Birmingham Evening Mail (UK)
- Birmingham Post (UK)
- Boston Business Journal
- Broadcast TV
- BRW (Australia)
- Buffalo Business First
- Builder
- Building Products
- Bus Jnl Minneapolis/St. Paul
- Business Wire Portugues
- Business Courier Cincinnati
- Business First of Louisville
- Business Jnl (Tampa Bay)
- Business Journal (Greensboro)
- Business Journal of Portland
- Business Law Journal U.C. Davis
- Business Review (Albany)
- Business Wire Deutsch
- Business Wire Espanol
- Business Wire Francais
- Business Wire Italiano
- Business Wire Nederlands
- California State Insurance Survey
- California State Personnel Board
- Campus Facility Maintenance
- Canadian Sailings
- Canmore Leader (Alberta, Canada)
- Central Asia News TOPNWS
- Channel Insider.com
- Channel Partner Spain
- Charlotte Business Journal
- Chatham This Week (Ontario, Canada)
- Christian Newswire
- CIO Central.com
- CityBusiness North Shore Rpt (New Orleans, LA)
- Clean Air Report
- Cleveland Scene
- CO Appellate Handbook
- CO Business Organizations
- CO Colorado Probate System
- CO Elder Law Handbook
- CO Public Trustee Foreclosure



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- CO Real Estate Practice
- CO Title Insurance Practice
- CO Wade/Parks Wills Trusts
- Cochrane Times (Alberta, Canada)
- Code of Federal Regulations, 2005
- Colorado Green Book
- Colorado Administrative Code Archive
- Colorado Construction Law
- Colorado Springs Business Journal
- Colorado State Insurance Survey
- Columbus Business First
- Comm Web
- Communications Briefings
- Communications Law & Policy
- Compliance Magazine
- Computer Idea
- Computer Idea Spain
- Computer Reseller News
- Computimes (Malaysia)
- Computing
- Computing Control Engineer
- Computing Espana Spain
- Comtex's Business Information Systems
- Comtex's DailyFX
- Comtex's SinoCast China Transportation Watch
- Comtex's Theyflyonthewall.com
- Comtex's Wall Street Horizon
- Concrete Concepts
- Conexion
- Connecticut State Insurance Survey
- Construction Distribution
- Contemporary Women's Issues
- Contemporary Women's Issues
- Cosmetique Magazine
- Courier Press (Wallaceburg, Ontario)
- Courtroom Handbook
- CPA Technology Advisor
- Custom Home
- Czech Republic Business Newswire
- TOPNWS
- Daily Business News (Australia)
- Daily Oil Bulletin
- Daily Record (Kansas City, MO)
- Daily Record of Rochester (Monroe County, NY)
- Daily Reporter (Milwaukee, WI)
- Dallas Business Journal
- Dallas Observer
- Dayton Business Journal
- DC Police Complaints
- ddp Basisdienst
- ddp Landesdienste
- ddp Sportdienst
- ddp Thementdienst
- ddp.vwd Wirtschaftsnachrichten
- De Groene Amsterdammer
- Defense Environment Alert
- Delaware Mortgage Information
- Deleware State Insurance Survey
- Denver Business Journal
- Denver Westword
- Dev Source.com
- Diesel Fuel News
- Digital Cinematography
- Digital Connect Magazine
- District of Columbia State Insurance Survey
- Dow Jones Austria
- Dow Jones East Europe
- Duquesne Business Law Journal
- East Bay Business Times
- East Bay Express
- Eastbusiness.org
- EBSA Field Assistnace Bulletins
- Edgar On-Line
- EENewsPM
- EIU Pyramid Subscription
- EI Norte (Mexico)
- Electrical Contracting Prods
- Electronica Oggi
- Emergency Medical Product
- Employee Group Plans
- Encore Directory
- Environmental Policy Alert
- EQ
- Equipment Today
- Esquire
- European Daily Electricity Markets
- European Gas Markets
- European Spot Gas Markets
- Extral Magazine
- Extreme Fuel Cells.com
- Extreme Nano.com
- Extreme Satellite Radio.com
- Extreme UWB.com
- Facility Care
- Fairbanks Daily News-Miner (AK)
- Farm Market (Timmings, Ontario)
- FDA Advisory Committee Hearings
- Feed & Grain
- Financial Director
- Firehouse
- First Amendment Law Review
- FIU Law Review
- Fleet Maintenance
- Florida Land Sales Condos Arbitration Decisions
- Florida Shipper
- Florida State Insurance Survey
- Food Logistics
- Frozen Food Age
- FT Online
- Gas Processors Report
- Gas-to-Liquids News
- Gefahr/gut Online
- Gefahr/gut



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Georgetown Journal of International Law	Idaho Business Review (Boise, ID)	Investmentgesellschaften
Georgia Property Records - Lowndes County	Idaho State Insurance Survey	Iowa Mortgage Information
Georgia State Insurance Survey	IEE Proceedings-Circuits, Devices & Systems	Iowa Property Records - Adair County
Gerichtliche und Sonstige Bekanntmachungen	IEE Proceedings-Communications	Iowa Property Records - Adams County
Gesellschaftsrechtliche	IEE Proceedings-Computers & Digital Techniques	Iowa Property Records - Allamakee County
Global Broadcast Database English	IEE Proceedings-Control Theory & Applications	Iowa Property Records - Appanoose County
Global Broadcast Database English Abstracts	IEE Proceedings-Electric Power Applications	Iowa Property Records - Benton County
Global Broadcast Database Espanol	IEE Proceedings-Generation, Transmission & Distribution	Iowa Property Records - Bremer County
Global Broadcast Database Francais	IEE Proceedings-Microwaves, Antennas & Propagation	Iowa Property Records - Buchanan County
Global Broadcast Database Nederlands	IEE Proceedings-Nanobiotechnology	Iowa Property Records - Butler County
Global Broadcast Database Portuguese	IEE Proceedings-Optoelectronics	Iowa Property Records - Calhoun County
Global Development Finance	IEE Proceedings-Radar, Sonar & Navigation	Iowa Property Records - Carroll County
Global English	IEE Proceedings-Science, Measurement & Technology	Iowa Property Records - Cass County
Global Finance	IEE Proceedings-Software Processing	Iowa Property Records - Cass County
Global Refining & Fuels Report	IEE Proceedings-Vision, Image & Signal Processing	Iowa Property Records - Chickasaw County
Government Contracting Opportunities	Illinois State Insurance Survey	Iowa Property Records - Clay County
Government Video	Index to OH Jury Instructions	Iowa Property Records - Clayton County
Ground Support Magazine	Indiana State Insurance Survey	Iowa Property Records - Hancock County
Guidestar Nonprofits	Info-Link The Book	Iowa Property Records - Harrison County
Guitar Player	Ink Maker	Iowa Property Records - Humboldt County
Gulf Shipper	Inside Bay Area (California)	Iowa Property Records - Ida County
Hawaii State Insurance Survey	Inside Cal/EPA	Iowa Property Records - Jackson County
Haworth Press Abstracts	Inside EPA Weekly Report	Iowa Property Records - Jackson County
Health Care Fraud	Inside Green Business	Iowa Property Records - Jones County
Hedgeweek	Inside U.S. Trade	Iowa Property Records - Marshall County
Heures	Inside US-China Trade	Iowa Property Records - Mills County
HI Standard Criminal Jury Instructions	International Cosmetic News Management	Iowa Property Records - Mitchell County
Hinterlegungsbekannt	Investir Magazine	Iowa Property Records - Monona County
Historical Quotes		Iowa Property Records - Osceola County
Home Health and Ancillary Provider Issues		Iowa Property Records - Page County
Hong Kong Company Profiles		Iowa Property Records - Palo Alto County
Houston Business Journal		Iowa Property Records - Ringgold County
Houston Press		Iowa Property Records - Sac County
Hungary Business Newswire TOPNWS		
Idaho Administrative Code Archive		

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<p> Iowa Property Records - Taylor County Iowa Property Records - Union County Iowa Property Records - Van Buren County Iowa Property Records - Wapello County Iowa Property Records - Webster County Iowa Property Records - Winnebago County Iowa Property Records - Wright County Iowa State Insurance Survey IPS Inter Press Service - Spanish IRS Exempt Organizations CPE Technical Inst. Prog. 2004 IRS Exempt Organizations CPE Technical Inst. Prog. 2000 IRS Exempt Organizations CPE Technical Inst. Prog. 2001 IRS Exempt Organizations CPE Technical Inst. Prog. 2002 IRS Exempt Organizations CPE Technical Inst. Prog. 2003 IT Week Jacksonville Business Journal Jahresabsch Japan Economic News Wire (Top News) Journal Behavioral Finance Journal of Ethics & Social Philosophy Journal of International and Comparative Law Journal of Jefferson Parish (Louisiana) Journal of Law, Economics & Policy Journal of Mass Media Ethics Journal of Media Economics Journal of Public Relations Research Journal Record (Oklahoma City, OK) Jrl Telecomm & High Tech L Kansas City Business Journal Kansas City Pitch Weekly Kansas Mortgage Information </p>	<p> Kansas State Insurance Survey Katrina Tax Relief - Tax Materials Kazakhstan General Newswire TOPNWS Kentucky Administrative Code Table of Contents Kentucky Administrative Regulations Kentucky State Insurance Survey Kitchen & Bath Design Knight-Ridder Diario La Estrella Knight-Ridder Fort Wayne Journal-Gazette Knight-Ridder Washington Bureau La Lettre Valloire La Tribune de Geneve Law Enforcement Tech Lawyers Weekly USA Le Bleu Le CXP - L'oeil expert Le Matin Le Monde Legal Ledger (St. Paul & Ramsey County, MN) LexisNexis Australia News-Media LexisNexis Interactive Doing Business Forms Locksmith Ledger Logistik inside LOGISTIK inside Online Long Island Business News (Long Island, NY) Los Angeles Business Journal Los Angeles Business.com Louisiana State Insurance Survey Loyola U. Chicago Intl L R MA Special Education Reporter Maine State Insurance Survey Maintenance Supplies Manual for Courts-Marital, 2005 Edition Market Research.com Marketing Y Medios </p>	<p> Martindale-Hubbell Legal Articles Maryland State Insurance Survey Mass Transit Massachusetts Civil Service Reporter Massachusetts Division of Administrative Law Appeals Massachusetts Labor Cases Massachusetts Lawyers Weekly Massachusetts State Insurance Survey McGraw-Hill Electric Power Daily McGraw-Hill Energy Trader McGraw-Hill NEFT Trader McGraw-Hill Platt's Coal Trader McGraw-Hill Platt's Coal Trader International Meadow Lake Progress (Saskatchewan, Canada) Mealey's Antitrust Report Mealey's Bankruptcy Report Mealey's Benzene Report Mealey's Catastrophic Loss Mealey's Real Estate Report Medialine MediaNet Press Release Wire (TOPNWS) MediaNet Press Release Wires Melfort Journal (Saskatchewan, Canada) Memphis Business Journal Mena English Merced Sun-Star (California) Mexico Diario Oficial de la Federacion Miami New Times Michigan Lawyers Weekly Michigan State Insurance Survey Microsoft Watch.com Mieux Vivre Votre Argent Miller's Standard Annotated Insurance Policies Subject Index Milwaukee Business Journal Minneapolis Finance & Commerce </p>
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- Minnesota Lawyer (Minneapolis, MN)
- Minnesota Mortgage Information
- Minnesota State Insurance Survey
- Mississippi State Insurance Survey
- Missouri Lawyers Weekly
- Missouri State Insurance Survey
- Montana Administrative Code Archive
- Montana Mortgage Information
- Montana State Insurance Survey
- Montana Water Court
- MSNBC.com
- Multifamily Executive
- Mural (Mexico)
- Nashville Business Journal
- National Accreditation Standard and HIPAA
- National Journal's American Health Line (SENATE)
- National Labor Relations Board Regional Director Decisions
- Nationwide Directory of Sanctioned Providers
- NBLJ National Black Law Journal
- Nebraska Administrative Code Archive
- Nebraska State Insurance Survey
- Netvention Company Profiles
- Nevada State Insurance Survey
- New Hampshire State Insurance Survey
- New Jersey Business Combined NJSOS and NJDBA
- New Jersey Chancery
- New Jersey Prerogative Court
- New Jersey Secretary of State Corporation & LP, LLC & LLP Information
- New Jersey State Insurance Survey
- New Jersey Supreme (Old)
- New Mexico State Insurance Survey
- New Orleans City/Business
- New Times Broward-Palm Beach
- New York Magazine
- New York State Insurance Survey
- New Zealand Company Profiles
- Newstex Publications
- Nipawin Journal (Saskatchewan, Canada)
- NL Management Team
- NLFRB Guide for Hearing Officers
- NLFRBBB NLRB Judges Bench Book
- NM Bus Wkly (Albuquerque)
- Nomination
- North Carolina Administrative Code Archive
- North Carolina Lawyers Weekly
- North Carolina State Insurance Survey
- North Dakota State Insurance Survey
- NOZA Charitable Donations
- NRC.NXT
- NRCBLD NRC Handelsblad
- NYC Human Rights Comm. Decs. from 1970
- NYSE Lised Co. Manual
- Octane Week
- OEM Off-Highway
- Ohio Elections Commission
- Ohio Jury Instructions Archive
- Ohio Property Records - Shelby County
- Ohio State Insurance Survey
- Oil & Gas Investor - This Week
- OKBUS Oklahoma Business News (Oklahoma City, OK)
- Oklahoma Administrative Code Archive
- Oklahoma Mortgage Information
- Oklahoma State Insurance Survey
- Ontario Farmer (Canada)
- Onvia Contacts Database
- Onvia RFP Opportunity Database
- Oregon Review of Int'l Law
- Oregon State Insurance Survey
- Orlando Business Journal
- OZEquities News Bites (Australia)
- Pacific Bus New (Honolulu)
- Pacific Shipper
- Pajinwok Afghan News
- Palabra (Mexico)
- Parfums Cosmetics Actualites
- Parfums Cosmetics Actualites (English)
- Patent Files - Full Text, 2006
- Pavement
- PC Actual Spain
- PC Magazine
- PC Pymes Spain
- PDFZone.com
- Pennsylvania State Insurance Survey
- Pheonix Business Journal
- Philadelphia Business Jnl
- Phoenix New Times
- Photo District News
- Photo Trade News
- Pittsburgh Business Times
- PlacementTracker Reports
- Poland Business Newswire TOPNWS
- Popular Mechanics
- Portland Journal of Commerce
- PR Newswire (Spanish)
- PR Newswire Asia
- PR Newswire em portugues
- PR Newswire en espanol
- PR Newswire Europe (French)
- PR Newswire Europe (German)
- PR Newswire Europe (Italian)
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- Profession Politique
- Professional Builder
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Prospectus Express	Selkirk Journal (Manitoba, Canada)	Southam's Lindsay Daily Post (Ontario)
Public Broadcast Report	Server IQ.com	Southam's Midland Free Press (Ontario)
Publish.com	SF Weekly	Southam's Nanaimo Daily News (British Columbia)
Puerto Rico State Insurance Survey	SGA Executive Tracker Companies	Southam's Nelson Daily News (British Columbia)
Puget Sound Bus Jnl Seattle	SGA Executive Tracker Executives	Southam's Niagara Falls Review (Ontario)
Qualified Remodeler	SHCREV Seton Hall Circuit Review	Southam's North Bay Nugget (Ontario)
Quest France	Shidler Jrl L, Com. & Tech	Southam's North Shore News (British Columbia)
Redes & Telecom Spain	Shipping Digest	Southam's Northern News (Kirkland Lake, Ontario)
Reforma (Mexico)	Shoreline Beacon (Canada)	Southam's Orillia Packet & Times (Ontario)
Reformatorsch	Silicon Valley Bus Jnl	Southam's Owen Sound Sun Times (Ontario)
Regent Journal of Intl L	Site Institute	Southam's Pembroke Observer (Ontario)
Remodeling	SmartMoney	Southam's Peterborough Examiner (Ontario)
Renewable Fuel News	Solid Surface	Southam's Port Hope Evening Guide (Ontario)
Rental and Staging Systems	South Carolina Insurance Survey	Southam's Prince George Citizen (British Columbia)
Replacement Contractor	South Carolina Lawyers Weekly	Southam's Prince Rupert Daily News (British Columbia)
Residential Architect	South Carolina Office of Administrative Hearings	Southam's Red Deer Express (Alberta)
Residential Architect Online	South Dakota Administrative Code Archive	Southam's Sarnia Observer (Ontario)
Residential Design/Build	South Dakota State Insurance Survey	Southam's Sault Star (Ontario)
Residential Systems	South Florida Business Jnl	Southam's Sherbrooke Record (Quebec)
Rhode Island Lawyers Weekly	Southam's Abbotstford Times (British Columbia)	Southam's Southwest Booster (Saskatchewan)
Rhode Island State Insurance Survey	Southam's Alberni Valley Times (British Columbia)	Southam's Sunbury Star (Ontario)
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Russia & CIS Energy Newswire TOPNWS	Southam's Brentford Expositor (Ontario)	Southam's Western Standard (Alberta)
Russia & CIS General Newswire (TOPNWS)	Southam's Chatham Daily News (Ontario)	Southam's Yukon News (Yukon)
Russia & CIS General Newswire (TOPNWS)	Southam's Cobourg Daily Star (Ontario)	
RV Trade Digest	Southam's Colborne (Ontario)	
Sacramento Business Journal	Southam's Collingwood Enterprise Bulletin (Ontario)	
San Antonio Business Jnl	Southam's Cornwall Standard Freehold (Ontario)	
San Fernando Valley Business Journal	Southam's Couier (Alberta)	
San Francisco Business Times	Southam's Dunnville Chronicle (Ontario)	
Sarnia This Week (Ontario, Canada)	Southam's Hanover Post (Ontario)	
Satellite Week		
Securities Litigation Alert		
Securities Litigation Commentator		



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- St. Louis Daily Record (St. Louis, MO)
- Stand. for Privacy of Indiv. Ident. Hlt. Info. Sec. Ed.
- State Telephone Regulation Report
- Sunday Mercury (UK)
- Superfund Report
- Sustainable Development Law & Policy
- Sydney Morning Herald
- Systems Contractor News
- Taiwan Econ Journal Co Profile
- Targeted News Service
- Taxindiaonline Industry Trade
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- Texas State Insurance Survey
- The Age (Melbourne)
- The Appalachian Journal of Law
- The Blue Book Directory
- The Bond Buyer
- The Book Standard
- The Express
- The Forward
- The Journal of International Business & Law
- The Londoner (Ontario, Canada)
- The Simcoe Reformer (Ontario, Canada) the sprout
- The Times of Central Asia
- The Woodstock Sentinel-Review (Ontario, Canada)
- Timmons Times (Ontario, Canada)
- Tools of the Trade
- TPV-Placement Board
- Traveltrade Year Book Directory
- Triangle Bus Jnl Raleigh/Durham
- TROUW Trouw
- Ukraine General Newswire TOPNWS
- United States News
- UPI Energy
- US News & World Report Special Issues
- US News.com
- USCS Popular Names & SALT
- USCS Titles 2005
- Utah Constitutional Convention Proceedings
- Utah Executive Orders
- Utah Private Letter Rulings
- Utah Property Records - Utah County
- Utah Property Records - Washington County
- Utah State Insurance Survey
- Utah Workers' Compensation Decisions from 1995
- UZReport.com
- VerkehrtRundschau
- VerkehrtRundschau Online
- Vermont State Insurance Survey
- Videography
- VideoHound Golden Movie Retriever
- Virginia Property Records - Charlottesville City County
- Virgin Islands State Insurance Survey
- Virginia Lawyers Weekly
- Virginia State Insurance Survey
- VNU Business Publications, Ltd.
- VNU Intermediar
- vnunet Belgium
- vnunet France
- vnunet Germany
- VNUnet Italy
- vnunet Spain
- vnunet UK
- Vogue
- VOLKRT de Volkskrant
- WA Business News (Australia)
- Washington Business Journal
- Washington Internet Daily
- Washington State Insurance Survey
- Washington Telecom Newswire
- Water Policy Report
- WENN Entertainment News Wire Service
- West Virginia State Insurance Survey
- Whittier Journal of Child & Family Advocacy
- Who's Who in France
- Wichita Business Journal
- Wide-Format Imaging
- Wisconsin Mortgage Information
- Wisconsin State Insurance Survey
- WISLJN Wisconsin Law Journal (Milwaukee, WI)
- World Compliance PEP List
- World Development Indicators
- World Fuels Today
- Wyoming Mortgage Information
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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code

Page 1 of Pages 2

2. Amendment/Modification No. 0001	3. Effective Date Sep 12, 2006	4. Requisition/Purchase Req. No. AABB00326G70091	5. Project No. (If applicable) Code
6. Issued By US Department of Commerce CAS, OS Business Solutions Team 1401 Constitution Ave. NW Room 6521 Washington, DC 20230 Lottie Plater 202-482-3552		7. Administered By (If other than Item 6) SEE BLOCK 6	

8. Name and Address of Contractor (No., Street, County, and Zip Code) REED ELSEVIER INC., DBA LEXISNEXIS GROUP 1150 18TH ST NW STE 600 WASHINGTON DC 200363843 Vendor ID: 00000646 DUNS: [REDACTED] CAGE: (b)(4)	(X)	9A. Amendment of Solicitation No.
		9B. Date (See Item 11)
	X	10A. Modification of Contract/Order No. SA1301-02-NC-0040
		10B. Date (See Item 13) Mar 26, 2002

Code _____ Facility Code _____

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:
 (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 Data (If required)
See Schedule \$ US -39,264.99

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.
	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 43.103 (b)
	C. This supplemental agreement is entered into pursuant to authority of:
X	D. Other (Specify type of modification and authority) FAR 42.302(b)(4) and 42.302(c)

E. IMPORTANT: Contractor 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 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.

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) JAMES RUTHERFORD MANAGER - FEDERAL CONTRACTS	16A. Name and title of Contracting Officer (Type or Print) Lottie Plater Contracting Officer lplater@doc.gov 202-482-3552
15B. Contractor/Offeror 	16B. United States of America
15C. Date Signed 12-SEP-06	16C. Date Signed 9-18-06

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	<p>Renewal of Lexis-Nexis Service October 1, 2001 - September 30, 2002</p> <p>Subscription will include the following:</p> <ul style="list-style-type: none"> *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 <p>Government POC: Jane Sessa 202-482-1154</p> <p>Accounting and Appropriation Data: 51.98.02.000000000.0032000.000.0700000000000 000.26680000.000000 US -39,264.99</p>	NTE 1	EA	NTE 1,200,000.00	1,200,000.00

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code

Page of Pages

1 2

2. Amendment/Modification No.

0003

3. Effective Date

Apr 6, 2007

4. Requisition/Purchase Req. No.

AABB0178-7-00561

5. Project No. (If applicable)

6. Issued By

US DEPARTMENT OF COMMERCE
 CAS, OS BUSINESS SOLUTIONS TEAM
 1401 CONSTITUTION AVE, NW ROOM 6521
 WASHINGTON, DC 20230
 Lottie Plater 202-482-3552

Code SA1301

7. Administered By (If other than Item 6)

SEE BLOCK 6.

Code:

8. Name and Address of Contractor (No., Street, County, and Zip Code)

REED ELSEVIER, INC.
 1150 18TH ST NW STE 600
 WASHINGTON DC 200363843

Vendor ID: 00000574

DUNS

CAGE

(X)

9A. Amendment of Solicitation No.

9B. Date (See Item 11)

X

10A. Modification of Contract/Order No.

SA1301-06-NC-0031

10B. Date (See Item 13)

Jan 3, 2006

Code

Facility Code

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: (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 Data (If required)

See Schedule S US 1,154,000.00

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.

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:

X D. Other (Specify type of modification and authority)
FAR 52.217-9 Option to Extend the Terms of the ContractE. IMPORTANT: Contractor is not, is required to sign this document and return 1 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 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, remains unchanged and in full force and effect.

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

JAMES RUTHERFORD
 MANAGER - FEDERAL CONTRACTS

18A. Name and title of Contracting Officer (Type or Print)

Lottie Plater
 Contracting Officer
 lplater@doc.gov
 202-482-3552

15B. Contractor/Officer

James Rutherford
 (Signature of person authorized to sign)

15C. Date Signed

06 APR 07

16B. United States of America

(Signature of Contracting Officer)

16C. Date Signed

Apr 7, 2006

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0002	<p>Option Year 1 Reed Elsevier Inc. Doing Business as: Lexis-Nexis FY 2007 Online Subscription Services.</p> <p>The contractor shall provide information services in accordance with FEDLINK contract 03CSFC700103.</p> <p>Period of Performance: October 1, 2006 through September 30, 2007.</p> <p>Government Point of Contact is Jane Sessa at (202) 482-1610.</p> <p>Accounting and Appropriation Data: 51.07.0032000.000.98.010000000.0700000000000 000.26680000.000000 US 1,154,000.00</p>	1	EA	1,154,000.00	1,154,000.00

OGC

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. Contract ID Code 1301 Page 1 of Pages 3
2. Amendment/Modification No. 0002 3. Effective Date May 6, 2009 4. Requisition/Purchase Req. No. AA-OGC-WC-O-9-00951 5. Project No. (If applicable) N/A

6. Issued By U.S. DEPARTMENT OF COMMERCE ACQUISITION SERVICES - ROOM 6514 14TH & CONSTITUTION AVE., N.W. WASHINGTON, DC 20230 Beverly Holloway 202-482-3248 Code 000SA 7. Administered By (If other than Item 6) SEE BLOCK 6 Code

8. Name and Address of Contractor (No., Street, County, and Zip Code) REED ELSEVIER, INC 1150 18TH ST NW STE 600 ATTENTION: JAMES RUTHERFORD WASHINGTON DC 200363843 Vendor ID: 00000574 DUNS: (b)(4) CAGE: (b)(4) 9A. Amendment of Solicitation No. 9B. Date (See Item 11) 10A. Modification of Contract/Order No. SA1301-08-CT-0038 10B. Date (See Item 13) Aug 27, 2008

Code Facility Code 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: (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 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.

(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. 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 43.103 (b) C. This supplemental agreement is entered into pursuant to authority of: D. Other (Specify type of modification and authority) Funding Action

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 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 heretofore changed, remains 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) Gina Lee 202-482-1470 Contracting Officer GLee@doc.gov

15B. Contractor/Offeror 15C. Date Signed 16B. United States of America 16C. Date Signed May 6, 2009 (Signature of person authorized to sign) (Signature of Contracting Officer)

C. As a result of this modification all other terms and conditions under the contract remain unchanged.

SCHEDULE

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
1002	Release of remaining FY09 funds (March 1, 2009 - Sept 30, 2009) Accounting and Appropriation Data: 51.09.0032000.000.0098.010000000.07000000000 00000.26680000.000000 US 713,979.00	7	MO	101,997.00	713,979.00

PACER QUARTERLY STATEMENT/INVOICE

LOGIN ID: [REDACTED] <i>High (b)(2)</i>	Alicia Price
BILLING DATE: 10/03/2008	U.S. Department of Commerce
BILLING CYCLE: 07/01/08 to 09/30/08	202-482-3997
PAGE: 1	

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 [REDACTED]. 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)676-6856 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
<u>Dial-Up PACER Charges:</u>	<u>\$0.00</u>
Number of PACER-Net Transactions :	74
PACER-Net Billing Rate:	\$ 0.08 / Page
PACER-Net Total Web Pages:	126
<u>PACER-Net Charges:</u>	<u>\$10.08</u>

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 800-676-6856 IR.

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

LOGIN ID
[REDACTED] <i>High (b)(2)</i>

DUE DATE
11/03/2008

AMOUNT DUE
DO NOT PAY