February 24, 2010

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

Re: Freedom of Information Act Request 2009-52

We have received your FOIA request to the Federal Election Commission ("FEC" or "Commission") dated May 20, 2009 and received by the Commission’s FOIA Office on May 26, 2009. Your request specifically asked for the following:

"Any contracts, memoranda, or budgetary materials detailing the specific agreements and amount of money spent by the Federal Election Commission with commercial legal information providers such as Thomson WestLaw or the ReedElsevier LexisNexis service."

In accordance with Executive Order 12600 Sec. 9, the vendors whose documents were in the FEC’s possession, and were responsive to this request, have been notified of the request, and have been given an opportunity to comment. The vendors will also be notified of the Commission’s decision to disclose the enclosed documents with redactions.

Enclosed please find certain records that constitute a response to your request. We have redacted information that sheds light upon, or is related to, the internal practices of the Commission and that is trivial in nature, or the release of which may significantly risk circumvention of regulation or statute, and therefore is exempt under FOIA Exemption 2. 5 U.S.C. § 552(b)(2). We have also redacted portions of records that would disclose taxpayer identification numbers and thus are prohibited from disclosure under the 26 U.S.C. § 6103, and consequently are exempt under FOIA Exemption 3(A). 5 U.S.C. § 552(b)(3)(A). We have also redacted confidential commercial records as they are exempt under FOIA Exemption 4. 5 U.S.C. § 552(b)(4). Finally, we have redacted information which, if disclosed, could potentially result in an invasion of an individual’s personal privacy, and therefore is exempt under FOIA Exemption 6. 5 U.S.C. § 552(b)(6).
You have the right to appeal any adverse FOIA determination to the Commission under 11 CFR § 4.8. If you have any questions, please contact the FOIA Service Center at FOIA@fec.gov, or (202) 694-1650. Thank you for contacting the FEC.

Sincerely,

[Signature]

Eyana J. Smith, Esq.
FOIA Service Center
**Solicitation/Contract/Order for Commercial Items**

<table>
<thead>
<tr>
<th>2. Contract No.</th>
<th>3. Award/Effective Date</th>
<th>4. Order Number</th>
<th>5. Solicitation Number</th>
<th>6. Solicitation Issue Date</th>
<th>7. For Solicitation Information Call</th>
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<tbody>
<tr>
<td>FE-09-C-002</td>
<td>OCT 01, 2008</td>
<td></td>
<td></td>
<td></td>
<td>Bret Zieman (b) (2)</td>
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<table>
<thead>
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<th>9. Issued By</th>
<th>Code</th>
<th>10. This Acquisition is</th>
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<tr>
<td>FEDERAL ELECTION COMMISSION</td>
<td>CFO4</td>
<td>☐ UNRESTRICTED OR ☐ SET ASIDE: ☐% FOR:</td>
</tr>
<tr>
<td>ATTN: PROCUREMENT AND CONTRACTING</td>
<td></td>
<td>☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS</td>
</tr>
<tr>
<td>999 &quot;E&quot; STREET NW</td>
<td></td>
<td>☐ HSZONE SMALL BUSINESS</td>
</tr>
<tr>
<td>WASHINGTON DC 20463</td>
<td></td>
<td>☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>☐ SEE SCHEDULE</td>
<td>12a.</td>
<td>13b. RATING</td>
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</tr>
</tbody>
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<table>
<thead>
<tr>
<th>15. Deliver To</th>
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<td>ATTN: LAW LIBRARY ROOM 801</td>
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<td>999 &quot;E&quot; STREET NW</td>
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<tr>
<td>WEST PUBLISHING CORPORATION</td>
<td></td>
<td>ATTN: FINANCE OFFICE RM 820A</td>
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<tr>
<td>610 OPPERMAN DR</td>
<td></td>
<td>WASHINGTON DC 20463</td>
</tr>
<tr>
<td>SAINT PAUL MN 551231340</td>
<td></td>
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<td>☐ SEE ADDENDUM</td>
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<table>
<thead>
<tr>
<th>17b. Check If Remittance Is Different and Put Such Address In Offer</th>
<th>18b. Submit Invoices to Address Shown in Block 19a Unless Block Below Is Checked</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐</td>
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</tbody>
</table>

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

**25. Accounting and Appropriation Data**

See Schedule

<table>
<thead>
<tr>
<th>26. Total Award Amount (For Govt. Use Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>$165,235.00</td>
</tr>
</tbody>
</table>

**27a. Solicitation Incorporates by Reference FAR 52.212-1, 52.212-4. FAR 52.212-3 and 52.212-5 Are Attached. Addenda**

**27b. Contract/Purchase Order Incorporates by Reference FAR 52.212-4. FAR 52.212-5 Is Attached. Addenda**

**28. Contractor Is Required to Sign This Document and Return Copies to Issuing Office. Contractor Agrees to Furnish and Deliver All Items Set Forth or Otherwise Identified Above and on Any Additional Sheets Subject to the Terms and Conditions Specified**

**29. Award of Contract: Ref. Offer DATED 9/11/08. Your Offer on Solicitation (Block 5), Including Any Additions or Changes Which Are Set Forth Herein, Is Accepted as to Items:**

**30a. Signature of Offeror/Contractor**

**30b. Name and Title of Signer (Type or print)**

**30c. Date Signed**

**31a. Name of Contracting Officer (Type or print)**

**31c. Date Signed**

**31d. United States of America (Signature of Contracting Officer)**

**31e. Signature of Contracting Officer**

**Date 10/7/08**

**Standard Form 1449 (Rev. 3/2005)**

Prepared by GSA - FAR (48 CFR) 52.212
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE $</th>
<th>AMOUNT $</th>
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<tbody>
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Note: (b) (4) indicates a range of values.

NTE: Not applicable; 0.00: Not applicable; 0.00 YR: Not applicable; 12.00 MO: Not applicable.
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE $</th>
<th>AMOUNT $</th>
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<tr>
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<tr>
<td>ITEM NO.</td>
<td>SUPPLIES/SERVICES</td>
<td>QUANTITY</td>
<td>UNIT</td>
<td>UNIT PRICE $</td>
<td>AMOUNT $</td>
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</tbody>
</table>
To:       Leta Holley

From:   Scott M. Smith

Date: September 11, 2008

Re: Westlaw Fixed-Rate Price for FY09 - Federal Election Commission (1000418160)

Once again, it is time to renew your Westlaw fixed-rate contract. It is our understanding that you intend to remain under this same Non-FEDLINK structure for FY09. The new fixed rate will be:

<table>
<thead>
<tr>
<th>Current FY08 Fixed-Rate:</th>
<th>(b) (4) per month</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average Included Charges at Fedlink Rates:</td>
<td>(b) (4) per month</td>
</tr>
<tr>
<td>Resulting Average FY08 discount:</td>
<td>(b) (4)</td>
</tr>
<tr>
<td>Average Agency Savings for FY08:</td>
<td>(b) (4) per month</td>
</tr>
<tr>
<td>Number of Times Value Exceeded Fixed-Rate:</td>
<td>2.8</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>FY09 Fixed-Rate Fee:</th>
<th>$(b) (4) per month**</th>
</tr>
</thead>
<tbody>
<tr>
<td>People Finder Reports:</td>
<td>$(b) (4) per month**</td>
</tr>
<tr>
<td>Graphical Statutes USCA:</td>
<td>$(b) (4) per month**</td>
</tr>
<tr>
<td>Total FY09 Fixed Rate:</td>
<td>$ 31,047.00 per month**</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Annual Fixed Rate Amount:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Ancillary Funding:</td>
<td>$ 10,000.00 annually</td>
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</tbody>
</table>

We would like to offer the following content for inclusion in your fixed rate:

- **People Finder Reports**
- **(b) (4) per month**

(including the following additional databases: (b) (4) )

- **Graphical Statutes USCA**
- **(b) (4) per month**

We would like to offer you four option years with increases not to exceed (**(b) (4)% for FY10 through FY13:**

<table>
<thead>
<tr>
<th>Option Year 2 (FY10)</th>
<th>$(b) (4) per month**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Option Year 3 (FY11)</td>
<td>$(b) (4) per month**</td>
</tr>
<tr>
<td>Option Year 4 (FY12)</td>
<td>$(b) (4) per month**</td>
</tr>
<tr>
<td>Option Year 5 (FY13)</td>
<td>$(b) (4) per month**</td>
</tr>
</tbody>
</table>

**NOTE:** these option year prices are subject to change again with the addition of new content at any time in the future.

**If you choose to contract through GSA or Fedlink a .75% industrial funding fee must be added to the price of the fixed-rate. This money will be remitted to GSA or Fedlink on a quarterly basis.**
Under the plan, there is no charge to add new users to any existing location. New locations may be added for (b) (4) per password, per month. Contractually each user is required to have an individual password.

Attached for your records is
- A list of "included" and "excluded" databases under your FY08 fixed rate plan
- West Electronic Information Accessibility see: http://west.thomson.com/accessibility/

**Print Discount - Terms and Conditions**
During the term of the contract, the agency will receive a 90% discount from the ongoing subscription update charges for the agency's West print product subscriptions previously selected by the agency, provided that the agency maintains the Westlaw pricing under the terms set forth herein. During the term of the contract, the agency agrees not to terminate its subscriptions to the selected West print products. In the event the agency cancels Westlaw or any of the selected West print products during the term of the contract, the agency will be billed thereafter for all the selected West print products at then-current rates during that fiscal year.

Please contact me with any questions. My phone number is (b) (6) or E-mail (b) (6)

Sincerely,

Scott M. Smith, Esq.
SECTION G
CONTRACT ADMINISTRATION DATA

0.1 FEC PROVISIONS

FEC CLAUSES & SPECIAL PROVISIONS "SERVICE RELATED AWARDS"
"OPEN MARKET" AWARDS

ORDER OF PRECEDENCE: The following clauses and provisions shall take precedence over any conflicting terms and conditions included within the Contractor's quotation or elsewhere.

1. Central Contractor Registration (CCR): As part of doing business with the Federal government, it is mandatory that vendors/contractors providing supplies or services to the Federal government register and maintain an active account for their business in the Central Contractor Registration (CCR) database - http://www.bpn.gov. CCR validates the registrant information and electronically shares the secure encrypted data with federal agencies' finance offices to facilitate payments through electronic funds transfer (EFT).

2. Release of Information: No FEC data shall be divulged to any unauthorized person for any purpose. The contractor shall clear with the Contracting Officer (CO) any public release of information on this contract/order, to include news stories, articles, sales literature, advertisements, radio-TV spots, etc. Any request for public release of information should be addressed to:
   
   Federal Election Commission
   Office of the CFO
   Director of Procurement #819-H
   999 E Street, NW
   Washington, D.C. 20463

3. Handling of third-party requests for access to records: In the event that the Contractor receives a subpoena or any other request for access to data first produced under this contract, the Contractor shall immediately notify the Contracting Officer Technical Representative (COTR) and the CO, so that the Government may intervene or take action it deems necessary to protect its interests.

4. NON-DISCLOSURE OF CONFIDENTIAL DATA STATEMENT: As Required in writing by either the Contracting Officer or COTR - Within two weeks of receipt of notice of award, the contractor shall provide a signed copy of the FEC Non-Disclosure Agreement (See Attachment) for all personnel involved in the engagement. Approved replacement personnel shall provide a completed agreement when assigned to this contract. No access will be given until the Non-Disclosure Agreements are provided to the Contracting Officer with a copy to the COTR.

5. COTR. The contractor may only accept technical direction during the period of performance from the COTR, providing such direction is within the scope of the contract/order.

A. The COTR is not authorized to change the scope of work as stated in the contract/order or obligate the Government (FEC) in any way. The CO is the only agent for the FEC who has the authority to obligate the FEC or change the contract/order terms and conditions. Any such revision or obligation shall be authorized in writing only by the CO. Any monies incurred beyond the dollar amount specified in this contract/order or its modifications may not be paid and does not warrant interest payments as stipulated under the Prompt Payment Act.

B. COTR Responsibilities: The COTR for this contract may NOT reassign task monitor duties to other FEC staff, without written approval from the Contracting Officer. In the event of reassignment of tasks, the primary COTR still remains the responsible individual for overall monitoring responsibilities. All changes to the contract will be requested and/or executed in writing and can only be issued by the Contracting Officer. The COTR is responsible for:

(1) Monitoring the contractor's technical progress, including the assessment of performance and recommending to the CO changes in scope of work, contract/order schedules and/or specifications to meet changes in requirement;
(2) Advising on technical matters within the scope of work;
(3) Performing technical evaluation as required;
(4) Performing technical inspections and acceptances required by this contract/order;
(5) Assisting the contractor in the resolution of technical problems encountered during performance.

*All technical direction shall be in writing (hardcopy or email). If at anytime the Contractor feels the direction is outside of the scope of agreed to services they shall immediately seek out the Contracting Officer with a written request for determination and final decision. Any work performed prior to a decision or in conflict of the decision is subject to non-payment and if needed will be
resolved through the "Disputes" clause of the FAR.

6. Payment: Original invoices are to be submitted to the billing office identified below. For purposes of this contract/order the designated payment office is:

   Federal Election Commission
   Finance Office - Room 820-A
   999 E Street NW,
   Washington, D.C. 20463

PREFERRED INVOICE METHOD: Contractor may also invoice via electronically sending the invoice to: fecinvoices@fec.gov - when sending via email please request return receipt verification.

7. Invoice Requirements: All invoices must include the following information:

   A. Name and address of contractor.
   B. Invoice Date.
   C. FBC Contract/Order Number
   D. Line item(s) being invoiced. [As shown on the actual FBC Order/Price Schedule and when applicable, Name, title, hourly rate and hours charged to each labor category for each contractor staff for the current month for the applicable sub-part.]
   E. Any corrections to previous month's charges for an applicable sub-part will be reported separately and clearly with a narrative.
   F. Any information or documentation required by provision of the contract/order.

NOTE: Contractor payment/financial information is obtained through the Central Contractor Registration (CCR) Database by our payment operations center. It is the contractor’s responsibility to ensure that the CCR contains accurate payment information and that the CCR account is in an active status. Invoices paid late because of inaccurate CCR information are not subject to interest payments under the Prompt Payment Act.

8. Inspection and Acceptance: Inspection and Acceptance will be accomplished by the COOT for services performed/delivered. The Government may accept, conditionally accept, or reject any deliverables within the review periods allotted by the statement of work. A notice of conditional acceptance shall state any corrective action required by the Contractor. If the deliverable is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the deliverable and bear all costs associated with the correcting. The Government shall take action on the corrected deliverable within the time frame specified. Contracting Officer's Technical Representative shall be responsible for receipt of all deliverables.

9. PLACE OF PERFORMANCE: Unless stated elsewhere within the agreement, the contractor shall be onsite at FEC, located at 999 E Street, NW, Washington, D.C. 20463.

10. ALTERNATE WORK LOCATION: Upon approval by the COOT, the contractor may perform part of the review at an alternate contractor location. Any request for this action must be approved by the Contracting Officer and noted in the agreement prior to award or via modification if changed after award.

11. TRAVEL: Unless otherwise stated elsewhere, travel is not required and will not be approved for this contract.

12. PERIOD OF PERFORMANCE: To be determined by the proposed and/or negotiated project schedule for the FEC Needs advertised for this procurement action. See final Project Schedule. If delivery of products, note the line items on the Schedule and Contractor quote/proposal.

13. GOVERNMENT FURNISHED PROPERTY/SERVICES: Unless otherwise stated temporary work space will not be provided under this agreement.

14. CONTRACTOR FURNISHED: The contractor shall provide ALL items/labor/services not furnished by FEC in paragraph #13 and as associated with full performance of the advertised FEC need.

ADDITIONAL SECURITY REQUIREMENTS
(On-Site and Off-Site [as required])

15. SECURITY REQUIREMENTS: All contractor personnel working on FEC premises shall adhere to FEC security requirements. Presently, contractor personnel are required to wear identification badges while on-site. The contractor is responsible for assuring that ID badges, access cards, and any other Government-owned property, are promptly returned to the FEC at the conclusion of the employee's work at the site, and shall be returned at any other time upon request of the FEC. All FEC furnished materials
must be stored securely at all times. Secure storage facilities will be provided at 999 E Street NW Washington, DC 20463.

A. Clearance Requirements for Contractor Personnel:

1) Authority: Because Contractor personnel may have access under this contract to sensitive agency data and computer equipment containing classified information, and/or have access to a Federal facility/building, the clearance procedures set forth in this section are necessary and shall be used to determine the suitability of such individuals for such purposes, under the following authorities: NIST Publication SP 800-4 (1992) (Computer Security Considerations in Federal Procurements); the Privacy Act, 5 U.S.C. 552a, which requires agencies to establish procedures and safeguards to protect agency records pertaining to individual; and Office of Personnel Management (OPM) regulations, relating to background investigations of contractor personnel, 5 C.F.R. Part 736. Contractor badges occurring every Wednesday. Contractor employees may begin work on any day of the week, as directed by the COTR, but will not have access to information technology (e.g., username and password) until processed through the Security Office and applicable FCE IT requirements have been met.

2) Applicability: The procedures in this section shall apply to all individuals fulfilling any of the requirements set forth in this contract.

B. Procedures: If the contract requires the contractor and/or any subcontractor to be onsite at the headquarters FCE location or one of its contingent locations for a period of thirty-days or more, the contractor will follow the procedures outlined within the following guidance unless as determined by the FCE Human Resources’ Office they can be exempted. The COTR shall provide each such individual with a copy of the procedures set in this section before or at the time that such individual applies for clearance.

1) Fingerprinting and Forms submission: Each individual employed or otherwise retained by the Contractor to perform work under this contract shall be fingerprinted at the FCE’s Human Resources Office, and shall also submit to the Contracting Officer’s Representative ("COTR") one completed Optional Form ("OF") 306 ("Declaration for Federal Employment," answer Questions 1-7, 12, 15, and 16a only). The Contractor shall be responsible for all costs associated with completing the forms required by the FCE’s Human Resources Office. Completed forms shall be submitted to the COTR, without alteration or changes to said forms, at least 10 working days before the individual may begin work or be given access to any agency records, data, or information in connection with this contract. Contractor processing occurs on Wednesdays only. Contractor employees may begin work on days other than Wednesdays but will not be issued contractor badges nor will be granted unlimited access to FCE facilities and systems.

2) Additional Forms: In addition to the above forms, individuals employed or retained by the Contractor to fulfill contract positions or duties for 180 days or more, and any individual designated to fulfill certain sensitive contract positions or duties as determined by the FCE’s Human Resources Office, shall be required to submit to the COTR, one SF85 or SF85P (and any additional investigative forms) based on a risk determination by the FCE Human Resources Office that shall take into account the sensitivity level of the contract position or duties assigned to the individual, the individual’s access, if any, to nonpublic or confidential information, and any other relevant considerations. The individual must submit these additional forms to the COTR at least 5 working days before such individual is scheduled to start work or to obtain access to agency records, data, or information under the contract.

3) Background investigations: The FCE Human Resources Office shall screen all forms for any adverse or derogatory information, as denoted, for example, by a "yes" to questions 8-12, by additional information in Block 15 on the OF306, or by information on any additional forms that may be required, as discussed above. If the individual has any adverse or derogatory information, the FCE shall conduct a background investigation before s/he is permitted to begin work or be given access to agency records, data, or information under this contract. The background investigation may be conducted in cooperation with or with the assistance of other relevant government agencies or entities, including, but not limited to, OPM, including referral to appropriate law enforcement authorities in the event of material falsification or other evidence of unlawful conduct, to the extent agency records pertaining to these background investigations subject to the Privacy Act, such records shall be maintained and used in accordance with the applicable Privacy Act system notice(s) pertaining to the agency’s personnel background investigations. (Note: Neither the maintenance of such records in the above-described system(s), nor the fact that this contract requires individuals to complete certain forms or submit to background investigations, that may also apply to FCE employees, shall be deemed to render such an individual a Government or FCE employee in any manner).

If, as a result of a background investigation, significant adverse or derogatory information is found that may result in a unsuitability determination, the FCE Human Resources Office shall notify the COTR and the relevant individual. The individual will be notified in writing (Statement of Reasons) of the derogatory information and shall have 30 days to respond or dispute the results of the investigation. If the FCE Human Resources Office, after receiving the individual’s response, still determines that the individual is unsuitable to fulfill the contract position or duties in question, the individual will be notified in writing of that final determination and disqualification.

4) Suitability Determinations: The Government shall have and exercise full and complete control over these suitability determinations. The Government may, as it deems appropriate, authorize and grant temporary access and/or interim clearance to employees of the Contractor. However, the granting of temporary access and/or interim clearance to any such individual shall not be
considered as assurance that a fully favorable suitability determination will follow as a result or condition thereof, and the granting of either temporary access and/or interim clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such access or clearance by the Government. Failure of an individual to follow the required procedures by this contract may result in suspension/termination of such individual’s FFC clearance/access.

C. RESERVED

D. Handling of third-party requests for access to records. In the event that the Contractor receives any subpoena or other voluntary or mandatory request for access to data first produced under this Contract, the Contractor shall immediately notify the COTR and the CO, so that the Government may intervene or take any other steps it deems necessary to protect its interests.

E. Data Breaches. The contractor shall comply with all contractual and Federal information security, privacy and confidentiality requirements applicable to the operation, maintenance or support of a Federal information system. This includes FFC internal IT security policies, the contractor shall be required to prevent and remedy data breaches and to provide the FFC with all necessary information and cooperation, and to take all other reasonable and necessary steps and precautions, to enable the FFC to satisfy its data breach reporting duties under applicable law, regulation, or policy in the event, if any, that a breach occurs. Special attention should be paid to OMB Memorandum 06-19 (July 12, 2006), particularly the extremely urgent reporting time frames included therein for certain breaches, as well as to any other subsequent laws, regulations, or policy governing data breaches that may arise during the performance of the contract.

16. ORGANIZATIONAL CONFLICTS OF INTEREST (OCI): If the contractor is aware, or becomes aware during the period of performance of this contract, of any facts that might create an actual or potential conflict of interest, the contractor shall immediately provide a detailed disclosure of such facts to the COTR and the Contracting Officer. As the request of the COTR or the Contracting Officer, the contractor shall provide a conflict of interest avoidance or mitigation plan to the COTR and the Contracting Officer. If such a plan is requested, continued performance under this contract may be conditional upon the Contracting Officer's approval of the plan. If approved by the Contracting Officer, the conflict of interest avoidance or mitigation plan shall be deemed incorporated into this contract, pursuant to this provision. This provision shall be included in any teaming or subcontract agreements with respect to work performed under this contract.

17. ACCESS TO DATA: The contractor shall have access to the information and individuals necessary to conduct the work outlined within the contract agreement. Should the contractor encounter excessive delays in getting access to data, the circumstances should be brought to the attention of the COTR for immediate resolution. As a minimum, delays of four business days or more past the promised delivery time or unreasonable promised delivery times may be considered excessive for purposes of notifying the COTR.

18. TECHNICAL DIRECTION AND SURVEILLANCE

A. Performance of work under this contract shall be subject to the surveillance and written technical direction of the COTR and Contracting Officer. The term "technical direction" is defined to include:

Technical direction must be within the scope of work. The COTR does not have authority to, and may not, issue any technical direction which:

1) Assigns additional work outside the Statement of Work for the order;
2) Constitutes a change as defined in the contract clause entitled "Changes";
3) In any manner causes an increase or decrease in the order price or the time required for performance;
4) Changes any of the expressed terms, conditions or specifications of the contract; or
5) Interferes with the contractor's right to perform the terms and conditions of the contract.

B. All technical direction (within the scope of the contract) shall be issued in writing by the COTR or the CO in the absence of the COTR. The contractor shall proceed promptly with the performance of technical direction duly issued by the COTR in the manner prescribed in this clause and within his/her authority under the provisions of this clause.

1) If, in the opinion of the contractor, any instruction or direction by the COTR would increase the cost of the contract or result in work outside the scope of this contract, the contractor shall not proceed but shall immediately notify the Contracting Officer in writing with a request for modification or equitable adjustment. It is anticipated that within 30 days of receiving the notification from the contractor, the Contracting Officer will either issue an appropriate contract modification or advise the contractor in writing of what actions need to occur.
2) A failure of the contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" clause of the contract.

19. KEY PERSONNEL (As required by the SOW and agreement)

A. Key Personnel: The key personnel for this contract are those individuals proposed and accepted by the Contracting Officer as part of the contract proposal process. The FCE reserves the right to review employees' resumes and qualifications prior to acceptance of individuals proposed for individual contract assignments or the request for new or replacement personnel.

1) The contractor shall provide written notification of any substitution of key personnel to the COTR and Contracting Officer for approval at least 15 calendar days prior to changes in key personnel assigned to this contract. The contractor shall supply written justification as part of this notice as to the circumstances necessitating the proposed replacement of these key personnel and shall provide the name(s) and resume(s) of the proposed replacements and their training profiles. Substituted personnel shall have at least equal or better qualifications as the initial personnel.

2) If, during performance of this contract, the contractor proposes to add additional personnel to the effort, a written request, with resumes, shall be submitted to the COTR and Contracting Officer for approval and acceptance of the proposed personnel. All approvals will be in writing from the Contracting Officer.

3) Upon receiving written or verbal notice from the Contracting Officer that the employee's performance is unsatisfactory, the contractor shall immediately remove any employee from performance of work under this contract, and shall expeditiously replace that employee via replacement procedures. At no time during the performance of this contract shall a substitution cause any increase in the firm-fixed price of the contract.

20. Task Order Limitations "Optional Services" (As required by the SOW and agreement)

A. Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

B. Maximum order. No Maximum Order limitation.

C. The Contractor shall honor any order unless that order (or orders) is returned to the ordering office within 5 working days after issuance, with written notice stating the Contractor's intent not to perform services as stated within the order and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. The Contractor file may be noted for "non-performance" and that data may be used when evaluating the issuance of future orders.

D. Only the Contracting Officer can issue a task order for "Optional Services" under the Schedule.

21. Compliance with Applicable Laws and Regulations

A. The contractor shall ensure that all systems and services provided to the FCE under this contract comply with all applicable laws, statutes, regulations, and guidelines that govern the operation of Information Technology and related systems by a Government Agency. The contractor shall be required to comply with all requirements applicable by law, regulation, policy, or as otherwise stated elsewhere in this document, to protect the privacy and security of information about individuals the contractor collects and maintains on the FCE's behalf. These requirements shall include, but are not limited to, providing appropriate written or verbal notice to individuals whenever collecting information (e.g., claims forms, Web forms, IVRs, etc.) based on text to be provided or approved by the FTC.

B. The contractor also shall ensure that all systems and services provided to the FCE under this contract comply with all FCE mandated procedures, standards, and requirements.

C. WEBSITE LISTINGS: The following are some known websites for applicable law/regulation data:

1) ACQUISITION CENTRAL an S-Gov Initiative (regulations, systems resources) http://acquisition.gov/
3) Online Reps and Certs: http://orca.bpa.gov/login.aspx
6) Office of Management and Budget: http://www.whitehouse.gov/omb

22. PARS PRIVACY ITEMS:

52.224-1 PRIVACY ACT NOTIFICATION. (AFR 1984) : THE CONTRACTOR WILL BE REQUIRED TO DESIGN, DEVELOP, OR OPERATE A SYSTEM OF RECORDS ON INDIVIDUALS, TO ACCOMPLISH AN AGENCY FUNCTION SUBJECT TO THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974 (5 U.S.C. 552A) AND APPLICABLE AGENCY REGULATIONS. VIOLATION OF THE ACT MAY INVOLVE THE IMPOSITION OF CRIMINAL PENALTIES.

52.224-2 PRIVACY ACT (AFR 1984)

(A) THE CONTRACTOR AGREES TO-

(1) COMPLY WITH THE PRIVACY ACT OF 1974 (THE ACT) AND THE AGENCY RULES AND REGULATIONS ISSUED UNDER THE ACT IN THE DESIGN, DEVELOPMENT, OR OPERATION OF ANY SYSTEM OF RECORDS ON INDIVIDUALS TO ACCOMPLISH AN
AGENCY FUNCTION WHEN THE CONTRACT SPECIFICALLY IDENTIFIES—
(1) THE SYSTEMS OF RECORDS; AND
(2) THE DESIGN, DEVELOPMENT, OR OPERATION WORK THAT THE CONTRACTOR IS TO PERFORM;
(2) INCLUDE THE PRIVACY ACT NOTIFICATION CONTAINED IN THIS CONTRACT IN EVERY SOLICITATION AND RESULTING
SUBCONTRACT AND IN EVERY SUBCONTRACT AWARDED WITHOUT A SOLICITATION, WHEN THE WORK STATEMENT IN THE
PROPOSED SUBCONTRACT requires the redesign, development, or operation of a system of records on
INDIVIDUALS THAT IS SUBJECT TO THE ACT; AND
(3) INCLUDE THIS CLAUSE, INCLUDING THIS PARAGRAPH (3), IN ALL SUBCONTRACTS AWARDED UNDER THIS CONTRACT
WHICH requires the design, development, or operation of such a system of records.
(B) IN THE EVENT OF VIOLATIONS OF THE ACT, A CIVIL ACTION MAY BE BROUGHT AGAINST THE AGENCY INVOLVED
WHEN THE VIOLATION CONCERNS THE DESIGN, DEVELOPMENT, OR OPERATION OF A SYSTEM OF RECORDS ON INDIVIDUALS
TO ACCOMPLISH An AGENCY FUNCTION, AND CRIMINAL PENALTIES MAY BE IMPOSED UPON THE OFFICERS OR EMPLOYEES
OF THE AGENCY WHEN THE VIOLATION CONCERNS THE OPERATION OF A SYSTEM OF RECORDS ON INDIVIDUALS TO
ACCOMPLISH An AGENCY FUNCTION. FOR PURPOSES OF THE ACT, WHEN THE CONTRACT IS FOR THE OPERATION OF A
SYSTEM OF RECORDS ON INDIVIDUALS TO ACCOMPLISH An AGENCY FUNCTION, THE CONTRACTOR IS CONSIDERED TO BE
AN EMPLOYEE OF THE AGENCY.
(C)(1) "OPERATION OF A SYSTEM OF RECORDS," AS USED IN THIS CLAUSE, MEANS PERFORMANCE OF ANY OF THE
ACTIVITIES ASSOCIATED WITH MAINTAINING THE SYSTEM OF RECORDS, INCLUDING THE COLLECTION, USE, AND
DISSEMINATION OF RECORDS.
(2) "RECORD," AS USED IN THIS CLAUSE, MEANS ANY ITEM, COLLECTION, OR GROUPING OF INFORMATION ABOUT AN
INDIVIDUAL THAT IS MAINTAINED BY AN AGENCY, INCLUDING, BUT NOT LIMITED TO, EDUCATION, FINANCIAL
TRANSACTIONS, MEDICAL HISTORY, AND CRIMINAL OR EMPLOYMENT HISTORY AND THAT CONTAINS THE PERSON'S NAME,
OR THE IDENTIFYING NUMBER, SYMBOL, OR OTHER IDENTIFYING PARTICULAR ASSIGNED TO THE INDIVIDUAL,
SUCH AS A FINGERPRINT OR VOICEPRINT OR A PHOTOGRAPH.
(3) "SYSTEM OF RECORDS ON INDIVIDUALS," AS USED IN THIS CLAUSE, MEANS A GROUP OF ANY RECORDS UNDER THE
CONTROL OF ANY AGENCY FROM WHICH INFORMATION IS RETRIEVED BY THE NAME OF THE INDIVIDUAL OR BY SOME
IDENTIFYING NUMBER, SYMBOL, OR OTHER IDENTIFYING PARTICULAR ASSIGNED TO THE INDIVIDUAL.

23. ASSIGNMENT OF CONTRACTING OFFICER

Mr. Bret A. Ziemer, Director of Procurement
Office of the CFO
Federal Election Commission
399 E Street NW, Washington, DC 20463
(b)(2)

Phone No. (b)(2)
Fax No. (b)(2)
E-mail: (b)(2)
G. 2 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 5-DAYS OF EXPIRATION provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30-DAYS days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5-YEARS AND 6-MONTHS

(End of Clause)
G. 3 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(Reference 52.217-5)
SECTION H
SPECIAL CONTRACT REQUIREMENTS

H. 1 FAR PROVISIONS

FAR CLAUSES BY REFERENCE:
52.212-3 Offeror Representations and Certifications—Commercial Items. (June 2008)
52.212-4 Contract Terms and Conditions—Commercial Items. (Feb 2007)

FAR CLAUSES IN FULL TEXT:
52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS. (JUNE 2008)

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

(1) 52.219-3, Post-Award Award (AUG 1986) (31 U.S.C. 3553).
(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with

— (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999) (15 U.S.C. 657a).
— (3) 52.219-9, 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).
— (4) [Reserved]
— (7) I. 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).
— (9) I. 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

(11) I. 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(15) I. 52.219-28, Post Award Small Business Program Representation (June 2007) (15 U.S.C. 632(a)(2)).


(18) I. 52.222-17, Prohibition of Segregated Facilities (Feb 1999).
(23) I. 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(24) I. 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).

(14) Alternate II (Jan 2004) of 52.225-3.
(30) 52.225-5, Trade Agreements (NOV 2007) (19 u.s.c. 2501, et seq., 19 u.s.c. 3301 note).
(31) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
(32) 52.226-4, Notice of Disaster of Emergency Area Set-Aside (Nov 2007) (42 u.s.c. 5150).
(33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 u.s.c. 5150).
(34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002)
(41 u.s.c. 255(f), 10 u.s.c. 2307(f)).
(35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 u.s.c. 255(f), 10 u.s.c. 2307(f)).
(36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 u.s.c. 3332).
(37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 u.s.c. 3332).
(38) 52.232-36, Payment by Third Party (May 1999) (31 u.s.c. 3332).
(39) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 u.s.c. 552a).
(40) (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).
(11) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]
(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 u.s.c. 351, et seq.).
(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 u.s.c. 206 and 41 u.s.c. 351, et seq.).
(3) 52.228-43, Fair Labor Standards Act and Service Contract Act Price Adjustment (Multiple Year and Option Contracts) (Nov 2006) (29 u.s.c. 206 and 41 u.s.c. 351, et seq.).
(29 u.s.c. 206 and 41 u.s.c. 351, et seq.).
(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment, Requirements (Nov 2007) (41 u.s.c. 351, et seq.).
(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services, Requirements (Nov 2007) (41 u.s.c. 351, et seq.).
(7) 52.237-11, Accepting and Dispensing of $1 Coin (Aug 2007) (31 u.s.c. 5112(p)(1)).
(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.
(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records, or as required by 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 settlement under 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 $50,000 ($1,000,000 for construction of any public facility), the subcontractor shall 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 (Nov 2007) (41 u.s.c. 351, et seq.).
(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 u.s.c. 7104(g)). Flow down required in paragraphs (f) of FAR clause 52.222-50.
(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment, Requirements (Nov 2007) (41 u.s.c. 351, et seq.).

(x) 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)

Alternate I (Feb 2000). As prescribed in 12.301(b)(4), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause.”
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SCHEDULE OF SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

32a. QUANTITY IN COLUMN 21 HAS BEEN
☐ RECEIVED  ☐ INSPECTED  ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE  
32c. DATE  
32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

33. SHIP NUMBER  
34. VOUCHER NUMBER  
35. AMOUNT VERIFIED CORRECT FOR  
36. PAYMENT  
37. CHECK NUMBER

PARTIAL  FINAL

38. S/R ACCOUNT NO.  39. S/R VOUCHER NUMBER  40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT  
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER  41c. DATE

42a. RECEIVED BY (Print)  
42b. RECEIVED AT (Location)  
42c. DATE REC'D (YY/MM/DD)  42e. TOTAL CONTAINERS

STANDARD FORM 1449 (REV. 3/2005) BACK
ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER  
OCT 03, 2008

2. CONTRACT NO. (If any)  
GS02F0048M

3. ORDER NO.  
FE-09-G-003

4. REQUISITION/REFERENCE NO.  
PR-09-0034

5. ISSUING OFFICE (Address correspondence to)  
CFO4

FEDERAL ELECTION COMMISSION, ATTN: PROCUREMENT AND CONTRACTING, 999 "E" STREET NW
WASHINGTON, DC, 20463, USA

7. TO:  
00000557 TIN: (b) (3) (A)

a. NAME OF CONTRACTOR  
REED ELSEVIER, INC - DUNS: 977672683

b. COMPANY NAME  
LEXUS DEXIS

c. STREET ADDRESS  
1150 18TH ST NW STE 600
ATTENTION: JAMES RU

d. CITY  
WASHINGTON

e. STATE  
DC

f. ZIP CODE  
200363843

9. ACCOUNTING AND APPROPRIATION DATA  
See Schedule

Obligated Amount: $36,870

10. REQUISITIONING OFFICE  
FEC

11. BUSINESS CLASSIFICATION (Check appropriate boxes):  

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

13. PLACE OF:  
a. INSPECTION  
b. ACCEPTANCE

14. GOVERNMENT B/L NO.  

15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)  
SEP 30, 2009

16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

See Continuation Page For Line Item Details

*PARTIAL FUNDING*

$36,870

DUE TO FY 09 CR

18. SHIPPING POINT

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

21. MAIL INVOICE TO:  
CFO1

<table>
<thead>
<tr>
<th>17th) TOT. (Cont. pages)</th>
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</thead>
<tbody>
<tr>
<td>$489716</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>17(ii) GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>$489716</td>
</tr>
</tbody>
</table>

22. UNITED STATES OF AMERICA BY (Signature)

23. NAME (Typed)  
Bret Ziemer (b) (2)

TITLE: CONTRACTING/ORDERING OFFICER

OPTIONAL FORM 347 (REV. 3/2006)
Prepared by GSA/FAR 48 CFR 53.213(a)
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE $</th>
<th>AMOUNT $</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>CONTRACTOR SHALL SUBMIT MONTHLY USAGE STATEMENTS - HOWEVER BILL/INVOICE QUARTERLY IN ARREARS. BASE PERIOD IS PARTIALLY FUNDED DUE TO FY2009 CR. PLEASE NOTE THAT ONLY $36,870 IS AVAILABLE AT THIS TIME. ALL OTHER ITEMS ARE SUBJECT TO THE AVAILABILITY OF FUNDS. BASE PERIOD: ACCESS TO LEXIS NEXIS DATABASES THROUGH FY 2009 IN ACCORDANCE WITH THE ATTACHED PROPOSAL. Accounting and Appropriation Data: (b)(4) &amp; (b)(2) $36,870.00</td>
<td>(b) (4)</td>
<td>YR</td>
<td>(b) (4)</td>
<td>88,487.00</td>
</tr>
<tr>
<td>0002</td>
<td>OPTION YEAR #1 - FY2010 SERVICES: ACCESS TO LEXIS NEXIS DATABASES THROUGH FY 2010 IN ACCORDANCE WITH THE ATTACHED PROPOSAL.</td>
<td>1.00</td>
<td>YR</td>
<td>(b) (4)</td>
<td></td>
</tr>
<tr>
<td>0003</td>
<td>OPTION YEAR #2 - FY2011 SERVICES: ACCESS TO LEXIS NEXIS DATABASES THROUGH FY 2011 IN ACCORDANCE WITH THE ATTACHED PROPOSAL.</td>
<td>1.00</td>
<td>YR</td>
<td>(b) (4)</td>
<td></td>
</tr>
<tr>
<td>0004</td>
<td>OPTION YEAR #3 - FY2012 SERVICES: ACCESS TO LEXIS NEXIS DATABASES THROUGH FY 2012 IN ACCORDANCE WITH THE ATTACHED PROPOSAL.</td>
<td>1.00</td>
<td>YR</td>
<td>(b) (4)</td>
<td></td>
</tr>
<tr>
<td>0005</td>
<td>OPTION YEAR #4 - FY2013 SERVICES: ACCESS TO LEXIS NEXIS DATABASES THROUGH FY 2013 IN ACCORDANCE WITH THE ATTACHED PROPOSAL.</td>
<td>1.00</td>
<td>YR</td>
<td>(b) (4)</td>
<td></td>
</tr>
</tbody>
</table>
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LexisNexis Content Offering for FEC

NEWS CONTENT OVERVIEW

LexisNexis data collections include more than 41,000 news and business sources and more are added every day. We provide full-text news sources from U.S. and overseas newspapers, magazines, journals, newsletters, wires, and broadcast transcripts with some coverage even before 1960. This collection also includes news and business abstracts from thousands of information sources.

Many of the major papers are online within the same day of publication and most others within 72 hours. Most wires are updated within minutes or hours of publication, with some wires updated on a continuous feed from the source of information.

Newspapers

With thousands of newspapers online, most major papers online the same day as publication, LexisNexis brings FEC users face-to-face with the world. LexisNexis will provide FEC access to top United States newspapers, an extensive collection of full-text regional and local newspapers plus many leading foreign papers. LexisNexis will provide the FEC culturally and geographically diverse newspaper coverage to help support critical decisions. Full text U.S. newspapers include:

2. The Washington Post from 1977
3. Los Angeles Times from 1985
4. USA Today from 1989
5. The Philadelphia Inquirer from 1994

Regional News

LexisNexis will provide FEC geographically diverse newspaper coverage (averaging 21 papers per state) to help support critical decisions. LexisNexis includes a regional collection that spans the country and includes such publications as The Evening Sun (Hanover, PA); The Morning Call (Allentown, PA); Patriot News (Harrisburg, PA); The Philadelphia Daily News (PA); The Virginian-Pilot (Norfolk, VA); Pittsburgh Post-Gazette (PA); and The York Dispatch (York, PA).

Magazines and Journals

LexisNexis will provide FEC users magazines and journals such as Newsweek, Business Week, Time, Foreign Affairs, Forbes, The Economist, Fortune, Harvard Business Review, and US News & World Report—online. To keep users in touch with the past, Business Week, The
Economist, and Forbes are archived from 1975, and Harvard Business Review and Fortune from 1977. Hundreds of leading trade publications, including The Chronicle of Higher Education (full text from September 1997 to current) and Information Today are also available.

**Wire Services**

LexisNexis will provide FEC users more than 275 U.S. and foreign wire services with update schedules that range from minutes to within a day. Additionally, approximately 70 wires are continuous feed news wires updated throughout the day. Leading newswires include AP, UPI, FDCH, Jiji Press Ticker, Xinhua, TASS, and Middle East.

**Broadcast Transcripts**

LexisNexis will provide FEC users today’s top transcripts of radio and television broadcasts. Listed below are just some of the transcripts available:

- ABC, NBC, CBS, and Fox News Transcripts
- Federal Document Clearing House Congressional Testimony
- CNBC/Dow Jones Business Video
- MSNBC
- CNN - a LexisNexis *exclusive*
- CNN Financial Network
- CNN International
- National Public Radio
- CTV Television
- The NewsHour with Jim Lehrer
- The Nightly Business Report
- Channel NewsAsia
- Official Kremlin International News Broadcasts
- Presidential Campaign Press Material

**LEGAL CONTENT OVERVIEW**

The LexisNexis collection includes federal and state case law, including unpublished opinions. Court synopses and head notes are provided when released as part of the “official” court documents as well as proprietary head notes from the Supreme Court Lawyers’ Edition and several states. All cases, published and unpublished, carry the unique Core Terms immediately upon publication.

We group and organize our content to be conducive to the research of both legal and non-legal users, so you can quickly and easily access the legal materials you need.

Highlights of our legal content include:

- Federal and state case law
- Administrative Releases and Decisions
- Federal and State Legislative Materials
• Shepard's™ Citations Service  
• Law reviews and journals  
• Area of Law libraries  
• Martindale-Hubbell directories  
• Premier secondary legal sources

**PUBLIC RECORDS CONTENT OVERVIEW**

With a level of reliability unmatched in the industry, LexisNexis provides access to one of the largest collections public records, publicly available proprietary data, and news information on individuals and businesses. Coverage includes over 3.5 billion individual and business records pooled from more than 2,500 sources and is updated within 24-48 hours of receipt from our licensors and source vendors.

Federal Election Commission will have immediate access to up-to-date information including:

• Assets, motor vehicles, watercraft, aircraft registrations  
• Multiple Person directories  
• Multiple Business locators  
• Multiple telephone sources  
• Bankruptcy, liens, judgments, jury verdicts and settlements  
• Professional licenses, medical professions licenses  
• Real property records – Deed transfers and personal property ownership data  
• Secretary of State corporation filings and nationwide franchise index  
• Death records, (only available thru RiskWise), UCCs, COA, Court dockets  
• Voter registrations, incorporations, marriage/divorce records, criminal history records
The Return on Investment for the FEC

The FEC can maximize its return on the time you invest in research by selecting a total research system that will drive productivity and ensure confident decision-making by providing faster, more reliable answers through innovative solutions and a vast collection of reputable sources.

- Proven track record of providing exceptional value.
- Customized consultation and training at no additional cost
- One-stop shopping for legal, news, legislative, financial and public records research needs.
- Domestic and international news from leading newspapers, magazines, wire services, transcripts and newsletters.
- LexisNexis® at www.lexis.com provides easy accessibility via the Internet using a standard Web browser. The LexisNexis® Total Research System provides easy, intuitive navigation and sources that include one of the largest public records collections on the Web.
- Effortless downloading, printing, faxing and e-mailing capabilities.
- Award-winning Support – Capitalize on the expertise of the highly qualified professionals within our dedicated LexisNexis Account Team. Onsite and Telephonic Consultants help you identify ways to streamline your workflow using LexisNexis solutions, and also tailor training to your particular needs. And, Customer Service experts offer you round-the-clock search or technical assistance.
- Account Team dedicated solely to the needs of LexisNexis for federal government professionals.
- In addition to the information provided within the LexisNexis Subscription, will receive customizable training (Consultant-run or Telephonic at 1-800-227-9597 x51667), targeted technical support, regular usage and management reports, and knowledgeable 24 hour x 7 days a week Customer Service.
- Superior Search Capabilities
- News and Business – Access 30,000+ sources for complementary news and business information
- Historical - We are the only information provider to offer archival (often up to three-years) real property records
- Coverage - Broader coverage in the area of personal property and people locators
- Person Locators - Locates an individual’s address, previous address, and phone number in the industry’s most current and comprehensive nationwide database
- Full-text searching/Complete Searching Flexibility – No mandatory search fields means
- Sounds Like Feature – finds phonetic matches/nicknames and ranks the results
- Connectors -- Boolean searching connectors make searching easier with the addition of terms to focus your results for best results.
Price Quote for Product And Services

LexisNexis will continue to provide online research services to the FEC at a flat rate under our Volume Bonus Plan (VSP). This pricing, coupled with our superior content and access, makes our proposal the best value for the FEC's research needs. We are committed to providing the best solutions, training, and support in our pricing model for the FEC so that the government can achieve a positive return on this investment.

**Base Year Description:**

Content: News, Legal, Company & Financial, Public Records, Shepards™ for all FEC users and Matthew Bender Federal materials for 15 users
Period of Performance: 09/01/2008 – 08/31/2009
Annual Commitment: $88,487
Invoices will be generated in the amount of (b) (4) per month.
Annual Zone of Allowable Use: 4x the invoice amount ($353,948)

**Base Year**

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Qty</th>
<th>Price per Month</th>
<th>Ext. Price</th>
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</thead>
<tbody>
<tr>
<td>001</td>
<td>LexisNexis monthly subscription covering 10/01/2008 – 09/30/2009 Access via lexis.com and Nexis.com to comprehensive legal, news, business and public records Information and related services including Matthew Bender Federal Practice for 15 users</td>
<td>(b) (4)</td>
<td></td>
<td>$88,487</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$88,487</strong></td>
</tr>
</tbody>
</table>

**Exercising the Option Years:**

To exercise the option years listed below, please contact your LexisNexis Account Manager within 30 days of the expiration of the base year period listed in table 1 below.

**Option Years**

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>LexisNexis monthly subscription covering 10/01/2010 – 09/30/2011 Access via lexis.com and Nexis.com to comprehensive legal, news, business and public records</td>
<td>(b) (4)</td>
<td>(b) (4)j</td>
<td>$93,796</td>
</tr>
<tr>
<td>Option</td>
<td>Subscription Details</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>---------------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>002</td>
<td>LexisNexis monthly subscription covering 10/01/2012 – 09/30/2013. Access via lexis.com and Nexis.com to comprehensive legal, news, business and public records information and related services including Matthew Bender Federal Practice for 15 users.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>003</td>
<td>LexisNexis monthly subscription covering 10/01/2014 – 09/30/2015. Access via lexis.com and Nexis.com to comprehensive legal, news, business and public records information and related services including Matthew Bender Federal Practice for 15 users.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>004</td>
<td>LexisNexis monthly subscription covering 10/01/2016 – 09/30/2017. Access via lexis.com and Nexis.com to comprehensive legal, news, business and public records information and related services including Matthew Bender Federal Practice for 15 users.</td>
<td></td>
<td></td>
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</tr>
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</table>

*Total if all options exercised: $410,299*

*Annual Zone of Allowable Use: 4x the invoice amount*

**Volume Bonus Plan (VBP)**

VBP offers significant reductions in per search costs with no restrictions on the number of simultaneous users and no variance in monthly invoice, provided that annual actual use remains within the purchased allowable usage zone. (Terms and Conditions attached)

For this commitment of renewal the FEC will receive a significant zone of total allowable usage above and beyond the monthly investment. All information charges, including connect, telecommunications, and printing, as well as subscription charges are included in the monthly commitment charge.
# Pricing for Key Content Add-On Options

## LEGISLATIVE & REGULATORY IMPACT® for all FEC Users

<table>
<thead>
<tr>
<th>Monthly Investment</th>
<th>Annual Investment</th>
<th>Actual Annual Allowable Use</th>
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<tbody>
<tr>
<td>(b) (4)</td>
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<td>unlimited</td>
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## STANDARD EXCLUSION PACKAGE for all FEC Users

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<thead>
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<th>Monthly Investment</th>
<th>Annual Investment</th>
<th>Actual Annual Allowable Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) (4)</td>
<td></td>
<td>$48,000</td>
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</table>

## SMARTLINX™ PUBLIC RECORDS for all FEC Users

<table>
<thead>
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<th>Monthly Investment</th>
<th>Annual Investment</th>
<th>Actual Annual Allowable Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) (4)</td>
<td></td>
<td>$72,000</td>
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</table>

(Note: escalation rates for Add-On content in option years are 9% per year)

## Additional Content Add On Options

The following optional content constitutes the LexisNexis Standard Subscription Exclusion Package for federal government professionals under the LexisNexis Volume Bonus Plan.

### COMPANY ANALYZER

A due diligence solution, where 36 in-depth legal, business, financial and public record sources are accessed with just one search.

### CONTINUING EDUCATION OF THE BAR LIBRARY (CEB)

The Regents of the University of California, Continuing Education of the Bar -- California offers an educational program for the benefit of practicing lawyers.
CONTINUING LEGAL EDUCATION LIBRARY (CLE)

The Continuing Legal Education library provides access to listings of Continuing Legal Education (CLE) seminars (current and archived), ALI-ABA and IRS course study materials, helpful, and how-to guides from the National Institute for Trial Advocacy a CLE materials from the Florida Bar and the Illinois Institute for CLE.

DUN & BRADSTREET LIBRARY (D&B)

The Dun & Bradstreet Library provides a vast, reliable base from which information can be obtained on more than 50 million domestic and international businesses. This library allows you to use custom file selection. Excludes the D&B gateway reports which are available transactionally only.

MARKETS AND INDUSTRY LIBRARY (MARKET)

The Market and Industry Library contains an extensive variety of publications covering advertising, marketing, market research, public relations, sales and selling, promotions, consumer attitudes and behavior, demographics, product announcements and reviews. Industry overviews, searchable by industry or source, are also provided. The library allows you to use custom file selection.

MARKETSPAN DOCKET SUMMARIES

MarketSpan, Inc. provides online docket summaries extracted from the accessible electronic civil dockets of the US District Courts (USCIVL) through the Public Access to Court Electronic Records (PACER) system.

MATTHEW BENDER SUITE

The Matthew Bender library contains wealth of valuable reference materials from the well-known and respected publisher, Matthew Bender. Titles included cover such diverse areas as bankruptcy, intellectual property, immigration, mergers & acquisitions, tax, estate planning, general practice and information for a number of states. * excluded Tax and Accounting Service and Tax and Accounting Service Plus

MERGERSTAT, M & A DATABASE

The Mergerstat database provides detailed information on mergers, acquisitions and divestitures that are publicly announced. It covers U.S. transactions and cross border transactions involving a U.S. parent company where the equity value is greater than $1 million and represents at least a 10 percent interest.
ONLINE LEGAL FORMS LIBRARY (FORMS)

The Online Legal Forms library provides the most comprehensive collection of legal practice forms available from an online service. The forms can be searched by a table of contents or free text and an image of the first page of the form is available without charge.

STATISTICAL UNIVERSE LIBRARY (UNIVRS)

The Statistical Universe library includes the American Statistics Index (ASI) and the Statistical Reference Index (SRI). ASI and SRI providebibliographic data, summaries and a listing of charts and tables for statistical publications.

LEGISLATIVE & REGULATORY IMPACT®

LexisNexis is the exclusive on-line provider for Legislative Impact® and Regulatory Impact® and all future product offerings available through Potomac Publishing Company®.

Legislative Impact® tracks how, where and when federal laws interact with one another. In today’s increasingly complex statutory environment, this can be a Herculean task for even the most capable attorney or paralegal. Legislative Impact® delivers this information while also assessing the potential impact of bills currently before Congress to give attorneys a heads-up of what will be next over the legislative horizon. Together with its counterpart, Regulatory Impact®, which performs the same authoritative cross-referencing of federal regulations, the two databases combine to form a powerful suite of legal intelligence products that effectively complement the complete range of LexisNexis services.

LEXISNEXIS SMARTLINX™

SmartLinx™ is a powerful investigative/research solution used by government agencies, law enforcement officials, Special Investigative Units (SIUs) and insurance risk managers to sift through billions of public records to establish links between related entities. The answer is delivered in one comprehensive summary report.

Entities such as a person, company, or organization’s name, a license or registration number, an address, zip code, or telephone numbers are linked to other public records where that entity appears. Sophisticated software applications analyze each record to determine that these linked entities, regardless of possible spelling, formatting, or other variations are actually the same.

The SmartLinx™ solution fully complies with the non-public information provisions of the Gramm Leach Bliley Act that went into effect July 1, 2001. It also complies with all other applicable laws, including the Federal Driver’s Privacy Protection Act, and principles respecting privacy and the responsible use of public records by which LexisNexis abides.

SmartLinx™ contains information from over 1,400 sources of public records information including:

1. County tax-assessor, real-property records and deed transfers;
2 Property finance information, including mortgage filings;
3 Secretary of State corporation and limited partnership records;
4 Limited liability corporation information;
5 DBA/fictitious business names;
6 UCC filings, judgments and liens;
7 Bankruptcy filings;
8 Business credit reports and company profiles;
9 Person- and business-locator information including driver’s license, motor vehicle registrations, white-pages and U.S. census information and voting registration indices.

Benefits of Optional Content Add-Ons to FEC

- Data currentness - new data will be updated daily, available within 24 hours.
- Assures accuracy by providing the latest data.
- Better layout for reports – cleaner, more “sectional” look. Easier to find the section of the report you are interested in.
- Clickable elements from the cite list – new ability to link to different reports form the cite list.
- Saves time – users can easily get detailed reports on address, etc. right from the cite list.
- Ability to search by proximity - Allows the customer to search for items within a radius of an address element (zip code, city/state)
- Improves speed and accuracy of finding the correct data.
- Currently users have to know the exact zip code or city (or hunt around in a long cite list to find the right individual or business.
- Ability to use a “sounds like” feature – Allows the customer to expand the search beyond the straight Boolean match to a fuzzy match on the last name.
- Improves speed an accuracy of finding the correct data.
- Users will be less likely to miss their target because they were unaware of the spelling of the name.
Your Lexisnexis Account Team

ACCOUNT MANAGEMENT

Kathy J. Condon

(b) (6)

I will conduct quarterly visits to provide the following:

- Conduct Usage Analysis
- Present Usage Trends
- Update you on New Solutions
- Implement ways to Promote Library Initiatives
- Provide New Product Demonstrations

TRAINING

Daniel Odenwald, Research Consultant

(b) (6)

Dan will be your main point of contact for your training needs and the following:

- Present 2008 Training Plan
- New Product Demonstrations & Enhancements
- Research Tips
- Library Staff Training Sessions
- Intern Training Session

INFORMATION PROFESSIONAL RESOURCE

Marie Kaddell, Information Professional Consultant

(b) (6)

Marie Kaddell is available to provide the following:

- Effective marketing solutions for your library
- Updates on how other government and corporate libraries are demonstrating value to their organizations
- Continued assistance in maintaining balance of online and offline sources for FEC’s library
# Implementation Schedule

<table>
<thead>
<tr>
<th>DATE</th>
<th>IMPLEMENTATION PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>25-Aug-08</td>
<td>Proposal Delivery</td>
</tr>
<tr>
<td>15-Sep-08</td>
<td>Confirmation of Commitment &amp; Intent. Confirmation of Payment</td>
</tr>
<tr>
<td></td>
<td>Method/Purchase Order.</td>
</tr>
<tr>
<td>1-Oct-08</td>
<td>Contract Start Date</td>
</tr>
</tbody>
</table>
LexisNexis Terms and Conditions

Volume Bonus Plan

(1) The Volume Bonus Plan offers a Government customer the opportunity to purchase significant access to the Online Services at a flat rate. The volume calculation is based upon the size of the customer, database content, and either their growth percentage commitment over the prior year’s usage for existing customers or their anticipated use of the Online Services for new customers.

(2) The Volume Bonus Plan offers a customer significant reductions in their per hour or per search costs with no restrictions on the number of simultaneous users. If a customer remains within their purchased usage zone, the price increase for the following fiscal year will not be greater than 6%. Any use above the purchased usage zone is used to calculate the price increase for the following year. No penalty will accrue in the current year for exceeding the purchased usage zone except as noted in section (12).

(3) A variety of databases and menu options will be offered for legal, news, financial and public records materials under the Volume Bonus Plan allowing customers to choose the materials that best meet their research needs. Prices vary based on the content selected.

(4) The yearly fee is calculated based on the size of the agency and the agency’s growth commitment and is customized by your account manager. The yearly fee can be paid in twelve (12) equal monthly installments or prorated for a partial year. For this commitment, the customer will receive a significant zone of total allowable usage. All information charges, including connect, telecommunications and printing as well as subscription charges are included in the monthly commitment charge. All use is recorded at undiscounted rates (hourly or per search).

(5) For any customer who does not reach their annual commitment amount and who chooses to continue use of the Online Services, LexisNexis will work with the customer to develop a mutually agreeable solution.

(6) A customer must identify all participating offices by name and location. A customer may add additional users to the identified offices during the year at no additional charge. Call your account manager for a customized price quote.

(7) LexisNexis reserves the right to exclude from this plan any features and materials added to the Online Services after the effective date or files which must be excluded from Volume Bonus pricing due to new restrictions within contracts with source providers. Files that are currently excluded from the Volume Bonus Plan are included in the “Exclusion Materials” lists.

(8) LexisNexis will review customer’s actual monthly use. In the event the average use exceeds ten (10) times the monthly commitment amount for three (3) consecutive months or if 12 months usage exceeds ten (10) times the annualized commitment amount, LexisNexis and the customer and/or FEDLINK will renegotiate in good faith the monthly commitment amount.

General Terms and Conditions and Supplemental Terms for Specific Materials, govern the use of the Online Services.
Contract information:

TAX ID: (b) (3) (A) Reed Elsevier Inc., dba LexisNexis
DUNS#: 87-767-2683 Reed Elsevier Inc., dba LexisNexis
CAGE CODE: 1VVN8 Reed Elsevier Inc., dba LexisNexis

LexisNexis Purchase Order Address: Reed Elsevier Inc., dba/LexisNexis
9393 Springboro Pike
Miamisburg, OH 45342-4424
Attention: James Rutherford

Mail to:
LexisNexis
1150 Eighteenth Street, NW
Suite 600
Washington, DC 20036-3843
Attention: James Rutherford

Contractor’s Central Registry (CCR): (https://www.bpn.gov/CCRSearch/Search.aspx)
To find the correct address information for LexisNexis in CCR, use either:

DUNS: 877672683
CAGE: 1VVN8

Contract Numbers:
GSA – SCHEDULE 76 – Publication Media GS-02F-0048M expires 06/30/2012
For catalog and price list access, see GSA Advantage! (http://www.gsaadvantage.gov)
Library of Congress (FEDLINK) Indefinite Delivery – Indefinite Quantity (IDIQ)
03CSFC70103 expires 10/2008 (Transfer, Direct, & Direct Express) (http://www.loc.gov/flicc)

Incorporation information:
REED ELSEVIER INC. - Taxpayer ID: (b) (3) (A)
275 Washington Street
Newton, MA 02158
(617) 964-3030
Incorporated: Massachusetts - 7/22/86
Remittance Information

ACH Vendor Payment Information

Payee/Company Information:
LexisNexis Taxpayer ID #: (b) (3) (A)
9393 Springboro Pike Duns #: 87-767-2683
Miamisburg, OH 45342
Contact: Linda Troutman Phone #: (b) (6)

Bank Information:
JPMorgan Chase Bank, NA Routing Transit Number: (b) (4)
40 North Main Street Account Title: Domestic
Dayton, OH 45402 Account Number: (b) (4)
Type Account: Checking

For Wires:
JPMorgan Chase Bank Routing Transit Number: (b) (4)
40 North Main Street Swift Code (b) (4)  (for International)
Dayton, OH 45402

Payee/Company Information,
Attention: Linda Troutman, B2 / F4. The form may also be faxed to Linda Troutman at:
(b) (6)

Remittance Addresses:
LexisNexis
LexisNexis CourtLink
P.O. Box 7247-7090
Philadelphia, PA 19170-7090
TIN: (b) (3) (A)
POC: Linda Troutman
(b) (6)

LexisNexis CourtLink
P.O. Box 7247-6882
Philadelphia, PA 19170-6882
TIN: (b) (3) (A)
POC: Laura Phillips
(b) (6)

For further information, call:
James Rutherford
Manager, Federal Government Contracts

LexisNexis
19
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
<th>Page</th>
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</thead>
<tbody>
<tr>
<td>G</td>
<td>CONTRACT ADMINISTRATION DATA</td>
<td>5</td>
</tr>
<tr>
<td>G. 1</td>
<td>FEC</td>
<td>5</td>
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</tbody>
</table>
SECTION G
CONTRACT ADMINISTRATION DATA

G. 1  FEC

FEC CLAUSES & SPECIAL PROVISIONS "SERVICE RELATED AWARDS"
GSA & SEWP ORDERS

ORDER OF PRECEDENCE: The following clauses and provisions shall take precedence over any conflicting terms and conditions included within the Contractor's quotation or elsewhere.

1. Central Contractor Registration (CCR): As part of doing business with the Federal government, it is mandatory that vendors/contractors providing supplies or services to the Federal government register and maintain an active account for their business in the Central Contractor Registration (CCR) database - http://www.hbn.gov. CCR validates the registrant information and electronically shares the secure encrypted data with federal agencies' finance offices to facilitate payments through electronic funds transfer (EFT).

2. Release of Information: No FEC data shall be divulged to any unauthorized person for any purpose. The contractor shall clear with the Contracting Officer (CO) any public release of information on this contract/order, to include news stories, articles, sales literature, advertisements, radio-TV spots, etc. Any request for public release of information should be addressed to:

   Federal Election Commission
   Office of the CFO
   Director of Procurement #819-H
   999 E Street, NW,
   Washington, D.C. 20463

3. Handling of third-party requests for access to records: In the event that the Contractor receives a subpoena or any other request for access to data first produced under this contract, the Contractor shall immediately notify the Contracting Officer Technical Representative (COTR) and the CO, so that the Government may intervene or take action it deems necessary to protect its interests.

4. NON-DISCLOSURE OF CONFIDENTIAL DATA STATEMENT: As Required in writing by either the Contracting Officer or COTR - - Within two weeks of receipt of notice of award, the contractor shall provide a signed copy of the FEC Non-Disclosure Agreement (See Attachment) for all personnel involved in the engagement. Approved replacement personnel shall provide a completed agreement when assigned to this contract. No access will be given until the Non-Disclosure Agreements are provided to the Contracting Officer with a copy to the COTR.

5. COTR. The contractor may only accept technical direction during the period of performance from the COTR, providing such direction is within the scope of the contract/order.

   A. The COTR is not authorized to change the scope of work as stated in the contract/order or obligate the Government (FEC) in any way. The CO is the only agent for the FEC who has the authority to obligate the FEC or change the contract/order terms and conditions. Any such revision or obligation shall be authorized in writing only by the CO. Any monies incurred beyond the dollar amount specified in this contract/order or its modifications may not be paid and does not warrant interest payments as stipulated under the Prompt Payment Act.

   B. COTR Responsibilities: The COTR for this contract may NOT reassign task monitor duties to other FEC staff, without written approval from the Contracting Officer. In the event of reassignment of tasks, the primary COTR still remains the responsible individual for overall monitoring responsibilities. All changes to the contract will be requested and/or executed in writing and can only be issued by the Contracting Officer. The COTR is responsible for:

   (1) Monitoring the contractor's technical progress, including the assessment of performance and recommending to the CO changes in scope of work, contract/order schedules and/or specifications to meet changes in requirement;
   (2) Advising on technical matters within the scope of work;
   (3) Performing technical evaluation as required;
   (4) Performing technical inspections and acceptances required by this contract/order;

   and

   (5) Assisting the contractor in the resolution of technical problems encountered during performance.

*All technical direction shall be in writing (hardcopy or email). If at anytime the Contractor feels the direction is outside of the scope of agreed to services they shall immediately seek out the Contracting Officer with a written request for determination and final decision. Any work performed prior to a decision or in conflict of the decision is subject to non-payment and if needed will be
resolved through the "Disputes" clause of the FAR.

6. PAYMENT: Original invoices are to be submitted to the billing office identified below. For purposes of this contract/order the designated payment office is:

   Federal Election Commission
   Finance Office - Room 820-A
   999 E Street NW,
   Washington, D.C. 20463

PREFERRED INVOICE METHOD: Contractor may also invoice via electronically sending the invoice to: fecinvoicing@fec.gov - when sending via email please request return receipt verification.

7. INVOICE REQUIREMENTS: All invoices must include the following information:

   A. Name and address of contractor.
   B. Invoice Date.
   C. FEC Contract/Order Number
   D. GSA SCHEDULE NUMBER
   E. Line Item(s) being invoiced. [As shown on the actual FEC Order/Price Schedule and when applicable, Name, title, hourly rate and hours charged to each labor category for each contractor staff for the current month for the applicable sub-part.]
   F. Any corrections to previous month's charges for an applicable sub-part will be reported separately and clearly with a narrative.
   G. Any information or documentation required by provision of the contract/order.

NOTE: Contractor payment/financial information is obtained through the Central Contractor Registration (CCR) Database by our payment operations center. It is the contractor's responsibility to ensure that the CCR contains accurate payment information and that the CCR account is in an active status. Invoices paid late because of inaccurate CCR information are not subject to interest payments under the Prompt Payment Act.

8. INSPECTION AND ACCEPTANCE: Inspection and Acceptance will be accomplished by the COTR for services performed/delivered. The Government may accept, conditionally accept, or reject any deliverables within the review periods allotted by the statement of work. A notice of conditional acceptance shall state any corrective action required by the Contractor. If the deliverable is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the deliverable and bear all costs associated with the correcting. The Government shall take action on the corrected deliverable within the time frame specified. Contracting Officer's Technical Representative shall be responsible for receipt of all deliverables.

9. PLACE OF PERFORMANCE: Unless stated elsewhere within the agreement, the contractor shall be onsite at FEC, located at 999 E Street, NW, Washington, D.C. 20463.

10. ALTERNATE WORK LOCATION: Upon approval by the COTR, the contractor may perform part of the review at an alternate contractor location. Any request for this action must be approved by the Contracting Officer and noted in the agreement prior to award or via modification if changed after award.

11. TRAVEL: Unless otherwise stated elsewhere, travel is not required and will not be approved for this contract.

12. PERIOD OF PERFORMANCE: To be determined by the proposed and/or negotiated project schedule for the FEC Needs advertised for this procurement action. See final Project Schedule. If delivery of products, note the line items on the Schedule and Contractor quote/proposal.

13. GOVERNMENT FURNISHED PROPERTY/SERVICES: Unless otherwise stated temporary work space will not be provided under this agreement.

14. CONTRACTOR FURNISHED: The contractor shall provide ALL items/labor/services not furnished by FEC in paragraph #13 and as associated with full performance of the advertised FEC need.

ADDITIONAL SECURITY REQUIREMENTS
(On-Site and Off-Site (as required))

15. SECURITY REQUIREMENTS: All contractor personnel working on FEC premises shall adhere to FEC security requirements. Presently, contractor personnel are required to wear identification badges while on-site. The contractor is responsible for ensuring that ID badges, access cards, and any other Government-owned property, are promptly returned to the FBC at the conclusion of the employee's work at
the site, and shall be returned at any other time upon request of the FPC. All FPC furnished materials must be stored securely at all times. Secure storage facilities will be provided at 999 E Street NW Washington, DC 20463.

A. Clearance Requirements for Contractor Personnel:

1) Authority: Because Contractor personnel may have access under this contract to sensitive agency data and computer equipment subject to strict security controls, and/or may have access to Federal facilities/or buildings, set forth in this section are necessary and shall be used to determine the suitability of such individuals for such purposes, under the following authorities: NIST Publication SP 800-4 (1992) (Computer Security Considerations in Federal Procurements); the Privacy Act, 5 U.S.C. 552a, which requires agencies to establish procedures and safeguards to protect agency systems of records pertaining to individual; and Office of Personnel Management (OPM) regulations, relating to background investigations of contractor personnel, 5 C.F.R. Part 736. Contractor badgeging occurs every Wednesday. Contractor employees may begin work on any day of the week, as directed by the COTR, but will not have access to information technology (e.g., username and password) until processed through the Security Office and applicable FPC IT requirements have been met.

2) Applicability: The procedures in this section shall apply to all individuals fulfilling any of the requirements set forth in this contract.

B. Procedures: If the contract requires the contractor and/or any subcontractor to be onsite at the headquarters FSC location or one of its contingent locations for a period of thirty-days or more the contractor will follow the procedures outlined within the following guidance unless as determined by the FPC Human Resource’s Office they can be exempted. The COTR shall provide each such individual with a copy of the procedures set in this section before or at the time that such individual applies for clearance.

1) Fingerprinting and Forms submission: Each individual employed or otherwise retained by the Contractor to perform work under this contract shall be fingerprinted at the FPC’s Human Resources Office, and shall also submit to the Contracting Officer’s Technical Representative (COTR) one completed Optional Form (“OPF”) 306 ("Declaration for Federal Employment," answer Questions 1, 7-12, 15, and 16a only). The Contractor shall be responsible for all costs associated with completing the forms required by the FPC’s Human Resources Office. Completed forms shall be submitted to the COTR, without alteration or changes to said forms, at least 10 working days before the individual may begin work or be given access to any agency records, data, or information in connection with this contract. Contractor processing occurs on Wednesdays only. Contractor employees may begin work on days other than Wednesdays but will not be issued contractor badges nor will be granted unlimited access to FPC facilities and systems.

2) Additional Forms: In addition to the above forms, individuals employed or retained by the Contractor to fulfill contract positions or duties for 180 days or more, and any individual designated to fulfill certain sensitive contract positions or duties as determined by the FPC’s Human Resources Office, shall be required to submit to the COTR, one SF85 or SF85P (and any additional investigative forms) based on a risk determination by the FPC Human Resources Office that shall take into account the sensitivity level of the contract position or duties assigned to the individual, the individual’s access, if any, to nonpublic or confidential information, and any other relevant considerations. The individual must submit these additional forms to the COTR at least 5 working days before such individual is scheduled to start work or to obtain access to agency records, data, or information under the contract.

3) Background investigations: The FPC Human Resources Office shall screen all forms for any adverse or derogatory information, as denoted, for example, by a "yes" to questions 8-12, by additional information in Block 15 on the OF106, or by information on any additional forms that may be required, as discussed above. If the individual has any adverse or derogatory information, the FSC shall conduct a background investigation before s/he is permitted to begin work or be given access to agency records, data, or information under this contract. The background investigation may be conducted in cooperation with or with the assistance of other relevant government agencies or entities, including, but not limited to, OPM, including referral to appropriate law enforcement authorities in the event of material falsification or other evidence of unlawful conduct. To the extent agency records pertaining to these background investigations are subject to the Privacy Act, such records shall be maintained and used in accordance with the applicable Privacy Act system notice(s) pertaining to the agency’s personnel background investigations. (Note: Neither the maintenance of such records in the above-described system(s), nor the fact that this contract requires individuals to complete certain forms or submit to background investigations that may also apply to FPC employees, shall be deemed to render such an individual a Government or FPC employee in any manner).

If, as a result of a background investigation, significant adverse or derogatory information is found that may result in a unsuitability determination, the FPC Human Resources Office shall notify the COTR and the relevant individual. The individual will be notified in writing (Statement of Reasons) of the derogatory information and shall have 10 days to respond or dispute the results of the investigation. If the FPC Human Resources Office, after receiving the individual’s response, still determines that the individual is unsuitable to fulfill the contract position or duties in question, the individual will be notified in writing of that final determination and disqualification.

4) Suitability Determinations: The Government shall have and exercise full and complete control over these suitability determinations. The Government may, as it deems appropriate, authorize and grant temporary access and/or interim clearance to employees of the Contractor. However,
the granting of temporary access and/or interim clearance to any such individual shall not be considered as assurance that a fully favorable suitability determination will follow as a result or condition thereof, and the granting of either temporary access and/or interim clearance shall in no way preclude or bar the withdrawal or termination of any such access or clearance by the Government. Failure of an individual to follow the required procedures by this contract may result in suspension/termination of such individual’s FSC clearance/access.

C. RESERVED

D. Handling of third-party requests for access to records. In the event that the Contractor receives any subpoena or other voluntary or mandatory request for access to data first produced under this Contract, the Contractor shall immediately notify the COTR and the CO, so that the Government may intervene or take any other steps it deems necessary to protect its interests.

E. Data Breaches. The contractor shall comply with all contractual and Federal information security, privacy and confidentiality requirements applicable to the operation, maintenance or support of a Federal Information System. This includes FDC internal IT security policies, the contractor shall be required to prevent and remedy data breaches and to provide the FDC with all necessary information and cooperation, and to take all other reasonable and necessary steps and precautions, to enable the FDC to satisfy its data breach reporting duties under applicable law, regulation, or policy in the event, if any, that a breach occurs. Special attention should be paid to OMB Memorandum 06-19 (July 12, 2006), particularly the extremely urgent reporting time frames included therein for certain breaches, as well as to any other subsequent laws, regulations, or policy governing data breaches that may arise during the performance of the contract.

16. ORGANIZATIONAL CONFLICTS OF INTEREST (OCI): If the contractor is aware, or becomes aware during the period of performance of this contract, of any facts that might create an actual or potential conflict of interest, the contractor shall immediately provide a detailed disclosure of such facts to the COTR and the Contracting Officer. At the request of the COTR or the Contracting Officer, the contractor shall provide a conflict of interest avoidance or mitigation plan to the COTR and the Contracting Officer. If such a plan is requested, continued performance under this contract may be conditional, upon the Contracting Officer’s approval of the plan. If approved by the Contracting Officer, the conflict of interest avoidance or mitigation plan shall be deemed incorporated into this contract, pursuant to this provision. This provision shall be included in any teaming or subcontract agreements with respect to work performed under this contract.

17. ACCESS TO DATA: The contractor shall have access to the information and individuals necessary to conduct the work outlined within the contract agreement. Should the contractor encounter excessive delays in getting access to data, the circumstances should be brought to the attention of the COTR for immediate resolution. As a minimum, delays of four business days or more past the promised delivery time or unreasonable promised delivery times may be considered excessive for purposes of notifying the COTR.

18. TECHNICAL DIRECTION AND SURVEILLANCE

A. Performance of work under this contract shall be subject to the surveillance and written technical direction of the COTR and Contracting Officer. The term “technical direction” is defined to include:

Technical direction must be within the scope of work. The COTR does not have authority to, and may not, issue any technical direction which:

1) Assigns additional work outside the Statement of Work for the order;

2) Constitutes a change as defined in the contract clause entitled “Changes”;

3) In any manner causes an increase or decrease in the order price or the time required for performance;

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

5) Interferes with the contractor’s right to perform the terms and conditions of the contract.

B. All technical direction (within the scope of the contract) shall be issued in writing by the COTR or the CO in the absence of the COTR. The contractor shall proceed promptly with the performance of technical instructions or directions by the COTR in the manner prescribed in this clause and within his/her authority under the provisions of this clause.

1) If, in the opinion of the contractor, any instruction or direction by the COTR would increase the cost of the contract or result in work outside the scope of this contract, the contractor shall not proceed but shall immediately notify the Contracting Officer in writing with a request for modification or equitable adjustment. It is anticipated that within 30 days of receiving the notification from the contractor, the Contracting Officer will either issue an appropriate contract modification or advise the contractor in writing of what actions need to occur.
2) A failure of the contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" clause of the contract.

19. KEY PERSONNEL (As required by the SOW and agreement)

A. Key Personnel: The key personnel for this contract are those individuals proposed and accepted by the Contracting Officer as part of the contract proposal process. The FEC reserves the right to review employees’ resumes and qualifications prior to acceptance of individuals proposed for individual contract assignments or the request for new or replacement personnel.

1) The contractor shall provide written notification of any substitution of key personnel to the COTR and Contracting Officer for approval at least 15 calendar days prior to changes in key personnel assigned to this contract. The contractor shall supply written justification as part of this notice as to the circumstances necessitating the proposed replacement of these key personnel and shall provide the names(s) and resume(s) of the proposed replacements and their training profiles. Substituted personnel shall have at least equal or better qualifications as the initial personnel.

2) If, during performance of this contract, the contractor proposes to add additional personnel to the effort, a written request, with resumes, shall be submitted to the COTR and Contracting Officer for approval and acceptance of the proposed personnel. All approvals will be in writing from the Contracting Officer.

3) Upon receiving written or verbal notice from the Contracting Officer that the employee’s performance is unsatisfactory, the contractor shall immediately remove any employee from performance of work under this contract, and shall expeditiously replace that employee via replacement procedures. At no time during the performance of this contract shall a substitution cause any increase in the firm-fixed price of the contract.

20. Task Order Limitations "Optional Services" (As required by the SOW and agreement)

A. Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

B. Maximum order. No Maximum Order limitation.

C. The Contractor shall honor any order unless that order (or orders) is returned to the ordering office within 5 work days after issuance, with written notice stating the Contractor's intent not to perform services as stated within the order and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. The Contractor file may be noted for "non-performance" and that data may be used when evaluating the issuance of future orders.

D. Only the Contracting Officer can issue a task order for "Optional Services" under the Schedule.

21. Compliance with Applicable Laws and Regulations

A. The contractor shall ensure that all systems and services provided to the FEC under this contract comply with all applicable laws, statutes, regulations, and guidelines that govern the operation of Information Technology and related systems by a Government Agency. The contractor shall be required to comply with all requirements applicable by law, regulation, policy, or as otherwise stated elsewhere in this document, to protect the privacy and security of information about individuals the contractor collects and maintains on the FEC's behalf. These requirements shall include, but are not limited to, providing appropriate written or other notice to individuals whenever collecting information (e.g., claims forms, Web forms, IVRs, etc.) based on text to be provided or approved by the FTC.

B. The contractor also shall ensure that all systems and services provided to the FEC under this contract comply with all FEC mandated procedures, standards, and requirements.

C. WEBSITE LISTINGS: The following are some known websites for applicable law/regulation data:

1) ACQUISITION CENTRAL an e-Gov Initiative (regulations, systems, resources) http://acquisition.gov/
3) Online Reps and Certs: https://orca.bpn.gov/login.aspx
6) Office of Management and Budget: http://www.whitehouse.gov/omb

22. ASSIGNMENT OF CONTRACTING OFFICER

Mr. Bret A. Ziemer, Director of Procurement
Office of the CFO
Federal Election Commission
999 E Street NW, Washington, DC 20463
RN: (b) (2)
(b) (2)
Information Solution Proposal for FY2009
Presented to the
Federal Election Commission

Prepared by:
Account Manager: Kathy J. Condon
1150 18th Street, NW, Suite 600
Washington, DC 20036

(b) (6)

This proposal includes data that shall not be disclosed outside the Federal Election Commission (FEC) or any other department necessary to process an order, and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, FEC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit FEC the right to use information contained in the proposal if it is obtained from another source without restriction. The entire proposal shall be subject to the restrictions contained herein. In addition, this data is exempt from disclosure pursuant to the Freedom of Information Act, 5 U.S.C. 522(b)(3) and (4).
August 27, 2008

Dear Ms. Holley:

On behalf of LexisNexis, I am pleased to submit this proposal for renewal with a base year and four option years that allows the Federal Election Commission (FEC) to continue direct access to the LexisNexis collection of more than 41,000 sources across premier Legal, News, Business & Financial, Public Records and Matthew Bender content. Also offered is optional premium add-on content such as the LexisNexis Standard Exclusion Package, SmartLinx™ and Legislative & Regulatory Impact® solutions.

In this proposal, LexisNexis offers a renewal of the existing Volume Bonus Plan subscription, which allows for significant reductions in per-search costs with no restrictions to the number of simultaneous users and no variance in monthly commitment charges. The services may be procured through Fedlink, GSA or via a direct contract with LexisNexis.

I look forward to working with you and to furthering our relationship with the FEC and want to make your use of the LexisNexis services a viable investment with a positive result. If you have any questions regarding this proposal, please feel free to contact me at (b) (6) or (b) (6)

Best Regards,

//signed//

Kathy J. Condon
LexisNexis National Account Manager
Advanced Government Solutions
SUPPLEMENTAL INVOICING INFORMATION

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

RECEIVING REPORT

Quantity in the “Quantity Accepted” column on the face of this order has been: □ inspected, □ accepted, □ received by me and conforms to contract. Items listed below have been rejected for the reasons indicated.

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<tr>
<th>SHIPMENT NUMBER</th>
<th>PARTIAL</th>
<th>DATE RECEIVED</th>
<th>SIGNATURE OF AUTHORIZED U.S. GOVT REP.</th>
<th>DATE</th>
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<td>TOTAL CONTAINERS</td>
<td>GROSS WEIGHT</td>
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REPORT OF REJECTIONS

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<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>UNIT</th>
<th>QUANTITY REJECTED</th>
<th>REASON FOR REJECTION</th>
</tr>
</thead>
</table>
# ORDER FOR SUPPLIES OR SERVICES

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

1. **DATE OF ORDER**
   - Oct 20, 2008

2. **CONTRACT NO. (If any)**
   - GS-23F-0387K

3. **ORDER NO.**
   - FE-09-G-010

5. **ISSUING OFFICE (Address correspondence to)**
   - CFO4

FEDERAL ELECTION COMMISSION, ATTN: PROCUREMENT AND CONTRACTING, 999 "E" STREET NW WASHINGTON, DC, 20463, USA

7. **TO:** 000000185 TIN: (b) (3) (A) CHOICEPOINT GOVERNMENT SERVICES INC.

b. **COMPANY NAME**
   - DUNS: 047866051

CHOICEPOINT GOVERNMENT SERVICES INC.

c. **STREET ADDRESS**
   - 1410 SPRING HILL RD SITE 450

d. **CITY**
   - MCLEAN

e. **STATE**
   - VA

f. **ZIP CODE**
   - 221023017

9. **ACCOUNTING AND APPROPRIATION DATA**
   - See Schedule

Obligated Amount: $2,500.00

10. **REQUISITIONING OFFICE**
   - FEC

11. **BUSINESS CLASSIFICATION (Check appropriate boxes(s))**
   - 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

13. **PLACE OF**
   - a. INSPECTION
   - b. ACCEPTANCE

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

15. **DELIVERY TO F.O.B. POINT ON OR BEFORE (Date)**
   - SEP 30, 2009

16. **DISCOUNT TERMS**

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
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18. **SHIPPING POINT**

19. **GROSS SHIPPING WEIGHT**

20. **INVOICE NO.**

21. **MAIL INVOICE TO:**
   - CFO1

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

23. **NAME (Typed)**
   - Bret Zieger (2)

**TITLE:** CONTRACTING/ORDERING OFFICER

**OPTIONAL FORM 347 (REV. 3/2006)**

Prescribed by GSA/FAR 48 CFR 53.213(e)

**AUTHORIZED FOR LOCAL REPRODUCTION**

**PREVIOUS EDITION NOT UsABLE**
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<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
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<th>UNIT PRICE $</th>
<th>AMOUNT $</th>
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<tr>
<td>0001</td>
<td>BASE PERIOD - FY2009: &quot;AS NEEDED&quot; DATABASE ACCESS FOR AutoTrack/CLEAR DATA SERVICES - SEE ATTACHED GSA SCHEDULE FOR PRICING. LINE ITEM IS SHOWN AS THE ANNUAL NOT TO EXCEED VALUE FOR MISCELLANEOUS SERVICES.</td>
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<td>NTE 2,500.00</td>
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<tr>
<td>0002</td>
<td>1st OPTION PERIOD - FY2010: &quot;AS NEEDED&quot; DATABASE ACCESS FOR AutoTrack/CLEAR DATA SERVICES - SEE ATTACHED GSA SCHEDULE FOR PRICING. LINE ITEM IS SHOWN AS THE ANNUAL NOT TO EXCEED VALUE FOR MISCELLANEOUS SERVICES.</td>
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<td>1.00</td>
<td>YR</td>
<td>(b) (4)</td>
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<tr>
<td>0003</td>
<td>2ND OPTION PERIOD - FY2011: &quot;AS NEEDED&quot; DATABASE ACCESS FOR AutoTrack/CLEAR DATA SERVICES - SEE ATTACHED GSA SCHEDULE FOR PRICING. LINE ITEM IS SHOWN AS THE ANNUAL NOT TO EXCEED VALUE FOR MISCELLANEOUS SERVICES.</td>
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<td>1.00</td>
<td>YR</td>
<td>(b) (4)</td>
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<tr>
<td>0004</td>
<td>3RD OPTION PERIOD - FY2012: &quot;AS NEEDED&quot; DATABASE ACCESS FOR AutoTrack/CLEAR DATA SERVICES - SEE ATTACHED GSA SCHEDULE FOR PRICING. LINE ITEM IS SHOWN AS THE ANNUAL NOT TO EXCEED VALUE FOR MISCELLANEOUS SERVICES.</td>
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<td>YR</td>
<td>(b) (4)</td>
</tr>
<tr>
<td>0005</td>
<td>4TH OPTION PERIOD - FY2013: &quot;AS NEEDED&quot; DATABASE ACCESS FOR AutoTrack/CLEAR DATA SERVICES - SEE ATTACHED GSA SCHEDULE FOR PRICING. LINE ITEM IS SHOWN AS THE ANNUAL NOT TO EXCEED VALUE FOR MISCELLANEOUS SERVICES.</td>
<td></td>
<td>1.00</td>
<td>YR</td>
<td>(b) (4)</td>
</tr>
</tbody>
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General Services Administration
Federal Supply Service Authority - Federal Supply Schedule Pricing

Financial and Business Solutions

PSC 2007B Business Information Services
K - 337
Expires: July 31, 2005 to August 31, 2010

Business size: Large
Prices shown herein are net (discount deducted)
Online access to contract ordering information, terms and conditions, up-to-date pricing and the option to create an electronic delivery order is available through GSA Advantage. A menu-driven database system. The Internet address for GSA Advantage is www.gsaadvantage.gov. For more information on ordering from federal supply schedules, click on the FSS schedules link at fss.gsa.gov.


ChoicePoint Business & Government Services, Inc.
1430 Spring Hill Road, Suite 600
McLean, VA 22102
703.219.2500
703.219.2538
www.choicepoint.com
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Customer Information

1a. Awarded SIN 520-16 Financial and Business Solutions
1b. The lowest priced item under schedule is $.55
1c. Not Applicable

2. Maximum Order Amount: $1,000,000.

4. Geographic Coverage: Worldwide
5. Point of Production: Boca Raton, FL
6. Discounts: All prices listed are net after discount
7. Quantity Discounts: See Flat Rate Price Schedule
8. Prompt Payment Term: None

9a. Government purchase cards are accepted at or below the micro-purchase threshold
9b. Government purchase cards are accepted above the micro-purchase threshold

10. Foreign Items: None

11a. Time of delivery: 30 Days ARO
11b. Expedited delivery: To be negotiated with the ordering agency
11c. Overnight and two-day delivery: Available for an additional fee
11d. Urgent requirements: To be negotiated with the ordering agency

12. FOB Point: Destination within the 48 contiguous states.

13a. Ordering Address: ChoicePoint Business & Government Services, Inc.
13a. 1410 Spring Hill Rd, Suite 400
13a. McLean, VA 22102

13b. Ordering Procedure: For supplies and services, the ordering procedure, information on blanket purchase agreements (BPAs) and a sample BPA can be found at the GSA/FSS schedule homepage (fss.gsa.gov.schedules).

14. Payment Addresses: ChoicePoint Business & Government Services Inc.
14. ChoicePoint Online
14. P.O. Box 945664
14. Atlanta, GA 30394-5664

14. AutoTrackX
14. P.O. Box 945664
14. Atlanta, GA 30394-5664

15. Warranty Provision: None

16. Export packing charges: Not applicable
17. Terms and conditions of government purchase card acceptance: Not applicable
18. Terms and conditions of rental, maintenance and repair: Not applicable
19. Terms and conditions of installation: Not applicable
20. Terms and conditions of repair parts: Not applicable
20a. Terms and conditions for any other services: Government customers will be required to execute additional documents to obtain ChoicePoint Information Services. These documents are included as attachments to this price list.
21. List of service and distribution points: Not applicable
22. List of participating dealers: Not applicable
23. Preventative maintenance: Not applicable
24a. Special attributes such as environmental attributes: Not applicable
24b. Section 508 compliance information: Electronic and Information Technology (EIT) supplies and services will be available soon at www.choicepoint.com. EIT standards can be found at www.Section508.gov.
25. Data Universal Number Systems (DUNS) Number: 047886051
26. CCR: Registered in the Central Contractor Registration (CCR) Database
General Services Administration Schedule—Business and Government

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<tr>
<th>ChoicePoint Products</th>
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<td>Subscriber fees</td>
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<td>Training</td>
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<tr>
<td>Monthly Service fees</td>
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</table>

Alert (ProMonitor) Services:

A time efficient and economical method of automatically performing research, you can track organized crime asset forfeitures, money laundering and fugitives. 
Price is per subject, per month. ................................. $10.00

ChoicePoint Authentication Services (CPAS):

CPAS products can be integrated into your Web-based solutions or used off-line to enhance the security of your business
ProCheck™ (per check) .............................................. $0.40
ProID (per quiz) ................................................... $1.15

Employee and Applicant Fingerprint Services (EAFS™):

Product, per each:
- On-Site Ink card fingerprint capture ................................ $18.50
- On-Site LiveScan fingerprint capture .............................. $15.00
- Off-Site Ink card capture at ChoicePoint partner locale .... $32.50
- Off-Site LiveScan fingerprint capture ........................... $26.00
- On-Site digital photograph capture .............................. $5.00
- Ink card scanning - mailed to ChoicePoint for digitization  $5.50
- Fingerprint Scheduling (at Designated CPS partner location) per applicant ... $10.00
- Off-Site Digital Photograph Capture (at designated CPS Partner location) per photograph ........................ $9.00

ChoicePoint system processing and submission On-Site .............................................. $12.00
or Off-Site (per submission)
- Detailed billing
- Secure storage of prints/print details
- Customized reporting capabilities

ChoicePoint Precinct Fingerprint Booking Solution ................................................. $5.00
- Criminal Identity verification
- NIST record creation
- Transmission of NIST record to state database via ChoicePoint servers

AutoTrack XP:

Have access to over 17 Billion current and historical records on individuals & businesses & allows users to access those records instantly.

Product:
- Basic Report ................................................... $5.00
- National Comprehensive Report ................................ $10.00
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<th>ChoicePoint Products</th>
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<tr>
<td>Basic plus Associates Report</td>
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<td>National Comprehensive plus Associates Report</td>
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<td>OR Licenses or Liquor Licenses</td>
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**AutoTrackXP Flat Rate Pricing:**
Determined by dividing the actual usage for a period of time for existing accounts, by the number of months, to arrive at a monthly volume estimate.
ChoicePoint Products | Description
--- | ---
**Additional Services:**

*Uniform Commercial Code (UCC) and Corporate Document Ordering:*
- UCC Document Retrieval fee - $5.00 plus - per page: $5.00
- Facsimile Handling fee - per page: $1.00
- Overnight, Priority, Regular Mail handling fee - per page: $5.00
- Corporate Document Retrieval fee - $10.00 plus: $10.00
- Facsimile Handling fee - per page: $1.00
- Overnight, Priority, Regular Mail handling fee - per order: $5.00
- D&B® Business Suits, Liens & Judgments: $7.00
- D&B® Reports: $72.00

*Info:PROBE Searches:*

*Individual Probes:*
- $100.00 Max
- All Immediate Access Databases for Region or State by Name: $8.00
- All Immediate Access Databases - by Name & SSN: $8.00
- Specific Type of Database by Region Nationwide: $8.00
- Uniform Commercial Code Indexes: $8.00
- Bankruptcies, Liens & Judgments: $8.00
- Civil Searches: $8.00
- Court Searches: All Immediate Access Civil/Criminal Courts: $8.00
- Criminal Searches: $8.00
- Fictitious Business Names (FBN): $8.00
- Professional Licensing Searches: $8.00
- Real Property Ownership Searches: $8.00
- Secretary of State Department of States Indexes: $8.00

*Nationwide Searches:*

*Searches on Individuals:*
- Address Update #1 or #2 (each): $5.10
- Address Update (combined): $10.00
- Chiropractor Reports: $9.95
- Dentist Reports: $9.95
- FAA Aircraft Ownership Search: $10.00
- FAA Airmen Directory: $7.00
- Infractions: $1.00

*Missing Links®:*
- Level 1 - in increments of 300: $15.00
- Level 2: $0.00
- Level 3 - per detail: $5.00
- No Records Found: $15.00
- No Records Found on Drivers License Num.: $0.00
- Inked SSN Search: $10.00
- National Death Locator: $7.80
- Neighborhood Search: $5.10

Please call 1-800-347-3512 for ordering assistance.
Nationwide Searches continued:

People Tracker™:
- Summary Listings ........................................ $5.00
- Detailed Reports ........................................ $9.00
- Physicians Reports .................................... $14.75
SSNPlus® - Track #1, #2, #3 (each) ..................... $5.00
SSNPlus® - Track All ...................................... $12.00
Telephone Reverse Directory ............................... $5.10
U.S. Coast Guard Watercraft ............................... $10.00

Searches on Business:
- Business Credit 2 - Trade History .................... $45.00
- D&B Business Information Report™
  - Summary Listings (Credited if full business report is ordered) $5.00
  - Full Business Information Report (each report) ........... $70.00
  - No Records Found ..................................... $5.00
- Federal Employer ID Number (FEIN) Search ............ $5.00
- OSHA Inspections, Violations & Accidents:
  - Summary and basic detail (up to 99 listings) ............ $5.00
  - Detailed Report ...................................... $10.00
  - Significant Shareholders ............................. $6.00
- Vehicle Identification Searches ......................... $2.00

Statewide Searches:

Corporations & Limited Partnerships:
- All available States ..................................... $5.00
- Single State ............................................ $5.00
- Delaware - Summary & One Detail ..................... $16.00
  - Each Additional Detail .............................. $8.00
  - Up to 99 Summary Items ......................... $16.00
  - State Surcharge ..................................... $3.00
- New Jersey
  - Summary .............................................. $5.00
  - Each Additional Detail .............................. $13.00

Uniform Commercial Code Searches
- Single State ............................................ $5.00
- All Available States ................................... $5.00
- Florida ................................................. $19.00
- State Board of Equalization - California .......... $5.00
- Sales Tax Information - Texas ....................... $5.10
- Franchise Tax Board - Texas ......................... $5.10

Real Property Ownership & Transfer Searches
- Single County .......................................... $5.00
- Multiple Counties .................................... $6.50
- Single State .......................................... $6.50
- Multiple States ...................................... $6.50
## Statewide Searches

**Workers Compensation Appeals Board Filings**
- California ........................................... $6.00

**Bankruptcies, Liens and Judgement**
(Prices are the same for single state or multi-state searches)
- Bankruptcies, Liens and Judgements .......................... $6.50
- Bankruptcies Only ........................................... $3.80
- Tax Liens Only ............................................... $3.80
- Judgments Only ............................................... $3.80
- Notices of Default Only .................................... $3.80

Note: Bankruptcies, Liens & Judgements are only $3.50 when run with any online civil search.

**Professional Licenses**
- Chiropractor Reports (single or multi state) ..................... $9.95
  Availability: All states plus DC, except WY
- Dentist Reports (single or multi state) ......................... $9.95
  Availability: All states plus DC, except MT, SD & WY

**California**
- Bureau of Consumer Affairs ................................ $12.00
- Contractor License Index .................................... $10.00
- Real Estate Brokers ......................................... $10.00

**Connecticut** (Select up to 36 professionals)
- $12.00

**Florida** (Select up to 48 professionals)
- $12.00

**Illinois** (Select up to 40 professionals)
- $12.00

**Michigan** (Select up to 38 professionals)
- $12.00

**New Jersey** (Select up to 35 professionals)
- $12.00

**Ohio** (Select up to 13 professionals)
- $12.00

**Pennsylvania** (Select up to 26 professionals)
- $12.00

**Wisconsin** (Select up to 43 professionals)
- $12.00

**Marriage Index**:
- California .................................................. $9.50
- Nevada ....................................................... $9.50
- Texas ......................................................... $9.50

**Divorce Index**:
- Nevada ....................................................... $9.50
- Texas ......................................................... $11.00

**Death Record Index**:
- California .................................................. $9.50
- Texas ......................................................... $9.50

## On-Line Court Searches:
- Federal Bankruptcy Filings (1 state or all) .................. $3.80
- New York Judgement Docket & Lien Book:
- Single Borough/County Search:
- Complete summary listing of matching cases ............... $5.00
### ChoicePoint Products

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<thead>
<tr>
<th>Description</th>
<th>Price</th>
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<tbody>
<tr>
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<td>All Borough/County Search:</td>
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<tr>
<td>Complete summary listing of matching cases</td>
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<tr>
<td>Complete detail listing of matching cases</td>
<td>$0.00</td>
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### Superior & Municipal Court Records

**Miscellaneous County Searches:**
- Federal Level Criminal Filings (Fed Level covers all counties): $8.00
- Federal Civil & Criminal Filings - Eastern District: $8.00
- Federal Criminal Filings - Southern District: $8.00

**Superior Court Records:**
- Arizona - Civil: Pima: $7.75

**Combined Searches:**
- Arizona - Maricopa: Civil, Criminal and Probate: $7.75
- California Counties - Criminal: $7.75
- Alameda County Level Criminal Filings:
  - Superior Court Criminal: $7.75
  - Municipal Criminal - All available Courts (#3-5): $18.00
  - Municipal Criminal - Alameda: $7.75
  - Municipal Criminal - Livermore-Pleasanton: $7.75
  - Municipal Criminal - San Leandro-Hayward: $7.75
- Contra Costa County - County Level:
  - Superior Court Criminal Filings (All Courts): $7.75
  - Municipal Court Criminal Filings (All Courts): $7.75
- Fresno County - County Level:
  - Superior Court Judicial Filings: $9.25
  - Municipal Court Judicial Filings: $9.25

**Fictitious Business Names:**
- Arizona: Maricopa: $10.00
- California (19 counties): $5.00
- Florida Statewide: $9.00

**Marriage Index**
- Arizona: Maricopa: $8.50
- California: Los Angeles, Riverside, San Bernardino: $8.50

**General Index**
- Arizona: Maricopa: $9.00
- California: Los Angeles, San Francisco: $10.00

**Assumed Name**
- Texas: Dallas, Harris: $5.00

**Uniform Commercial Code (UCC)**
- Texas: Dallas, Harris: $5.00
ChoicePoint Products  Description

Family Assistance Information Report:
An on-line information solution developed for authorities, and entitlement programs. (per report) ........................................ $6.00

Triple Merge Credit Report:
........................................................................................................ $25.00

ScreenNow On-Line Pre-Employment & Background Screening Tool:
ScreenNow provides a web portal designed to provide employers and hiring managers with instant, online background reports, drug testing products and other pre-assessment hiring tools.
National Criminal File Search* ....................................................... $22.50
State Sexual Offender Search ....................................................... $8.10
State Criminal Database Search* .................................................. $4.50
County Courthouse Search ......................................................... $14.40
Federal Courthouse Search ......................................................... $14.40
Credit File* ................................................................. $8.10
Motor Vehicle Check* ................................................................. $4.50
Social Security Number Verification* ............................................ $2.70
Identity Verification* ................................................................. $8.77
Education Verification ................................................................. $10.80
Employment Verification ........................................................... $11.70
DOT Compliant Employment Verification ...................................... $14.40
Credentialed Verification ........................................................... $14.40
Reference Check ................................................................. $9.90

*Volume discounts may be available based on agency commitment

Worker’s Compensation Records: .............................................. $16.20
Status Cup Plus™ Instant Drug Test ........................................... $25.00 a kit
Lab Based Drug Testing ........................................................... TBD
Oral screening™ Drug Testing Kits (Instant) ................................ $25.00 a kit

Notes:
1) All prices are for single reports in each category. Bundled profiles are priced on a case-by-case basis.
2) All prices exclude out-of-pocket expenses such as court, transcript and registry fees.
3) All prices are for one location.
4) Standard time service applies. Expedited time service is an additional cost & is negotiated on a case-by-case basis.
5) No unusual delivery methods are included in these prices.
ChoicePoint Products  Description

**WorkPlace Solutions Pre-Employment & Background:**

- Equipped to process high volume requests, ChoicePoint’s Pre Employment Services can quickly verify your applicants’ resume as well as search 17 billion public records.
  - Financial Report ........................................... $8.10
  - Education Verification .................................. $10.80
  - Employment Verification ............................... $11.70
  - Reference Verification ................................ $9.90
  - Felony Check ............................................. $14.40
  - Statewide Criminal Searches ......................... $14.40
  - Felony; Including Misdemeanor/Statewide Repository/National Criminal (A search for Felony or Misdemeanor records housed at the primary court within a single county) .................. $14.40
  - Felony & Misdemeanor Check (a Search for Felony or Misdemeanor records housed at both the primary and as needed secondary courts within a single county) ........... $22.50
  - Motor Vehicle Record ................................ $2.93
  - Workers’ Compensation History .................... $16.20
  - Military Record .......................................... $31.50
  - State or Civil Litigation .............................. $23.85
  - Dtc (SSN Verification) .................................. $2.70
  - Professional Credential Verification ............... $14.40
  - National Criminal File ................................ $14.40
  - HHS/OIG & GSA Excluded Party Check .............. $8.10
  - National Driver Register Record Checks ........... $14.40
  - FCRA Adverse Action Mailings ....................... $4.50

**Public Record Document Retrieval:**

- ChoicePoint provides On-Site, research capabilities In Courts, Legislatures, and Agencies throughout the country. Researchers locate documents, track cases daily, weekly or monthly, obtaining the documents you need as they are filed.
  - Bankruptcy .............................................. $22.00
  - UCC Search up to 2 years ............................ $22.00
  - UCC Search up to 5 years ............................ $35.00
  - UCC Filing .............................................. $22.00
  - State Litigation 7 years ............................. $43.00
  - Federal Litigation .................................... $22.00
  - State Felony/Misdemeanor Search 7 years ......... $25.00
  - Federal Felony/Misdemeanor Search 7 years ....... $16.00
  - Tax Liens state or federal .......................... $22.00
  - Motor Vehicle Record ................................ $5.00
  - National Credit File .................................. $5.00
  - Articles of Incorporation ............................ $22.00
  - Certificate of Good Standing ......................... $22.00
  - Residential and Commercial Property Checks .... Available
  - Due Diligence Report Individual .................... $280.00
  - Due Diligence Report business ....................... $233.00
ChoicePoint Products | Description
--- | ---

**Batch Processing:**

With Batch Services, users can submit their high-volume searches via one file & cost-effectively perform due diligence investigate fraud, verify credentials and discover tips and leads.

*XML Direct facilitates more effective transfers of data.* Price on a per-case basis.

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<tr>
<th>Price per # of Records</th>
<th>1-5k</th>
<th>5-10k</th>
<th>10-25k</th>
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<td>Locator: Up to 2 most recently reported addresses</td>
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<td>Locator with Phones:</td>
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<td>Deceased Indicator - (add/rev)</td>
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<td>$0.05</td>
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<tr>
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<td>Mini Address History:</td>
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<table>
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<th>Price per # of Records</th>
<th>75-250k</th>
<th>250-500k</th>
<th>500k-1M</th>
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<tr>
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<tr>
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<td>Locator with Phones:</td>
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<td>Deceased Indicator - (add/rev)</td>
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<td>Bankruptcy, Liens, &amp; Judgments (add/rev)</td>
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<td>Mini Address History:</td>
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** Per unit price is base on the total number of input records (hit, miss or rejected record) per input file.

** Live gateway search, additional $1.00 per input record. Does not return phones and is returned as part of the standard Locator. Does not generate a separate gateway file.

**Pre-Employment Screening:**

**Financial Report***:

- Financial Report 1-499 ........................................... $8.10
- Financial Report 500-2499 ................................... $5.00
- Financial Report 2500-4999 .................................. $4.50
- Financial Report 5000-9999 .................................. $4.00
- Financial Report 10,000-19,999 .............................. $3.50
- Financial Report 20,000-49,999 .............................. $3.00
- Financial Report 50,000+ ....................................... $2.50

*Must be ordered with one additional component below the Financial report pricing section
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<tr>
<td><strong>Education Verification:</strong></td>
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<tr>
<td>Education Verification 1-499</td>
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<tr>
<td>Education Verification 10,000-19,999</td>
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<td>Education Verification 20,000-49,999</td>
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<td>Education Verification 50,000+</td>
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<td>Reference Verification 1-499</td>
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<td>$8.75</td>
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<tr>
<td>Reference Verification 10,000-19,999</td>
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<td>Reference Verification 20,000-49,999</td>
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<tr>
<td>Reference Verification 50,000+</td>
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<tr>
<td>Felony Check 10,000-19,999</td>
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<tr>
<td>Felony Check 20,000-49,999</td>
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<tr>
<td>Felony Check 50,000+</td>
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<td><strong>Statewide Criminal Searches:</strong></td>
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<td>Statewide Criminal Searches 1-499</td>
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<td>Statewide Criminal Searches 50,000+</td>
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</table>
Pre-Employment Screening continued:

### Felony & Misdemeanor Check:
- Felony & Misdemeanor Check 1-499 ............................................. $22.50
- Felony & Misdemeanor Check 500-2499 .................................... $22.00
- Felony & Misdemeanor Check 2500-4999 ................................. $21.00
- Felony & Misdemeanor Check 5000-9999 ............................... $20.00
- Felony & Misdemeanor Check 10,000-19,999 .......................... $19.00
- Felony & Misdemeanor Check 20,000-49,999 ......................... $18.00
- Felony & Misdemeanor Check 50,000+ ................................... $17.00

### Motor Vehicle Record:
- Motor Vehicle Record 1-499 ................................................ $2.93
- Motor Vehicle Record 500-2499 ........................................... $2.80
- Motor Vehicle Record 2500-4999 .......................................... $2.75
- Motor Vehicle Record 5000-9999 .......................................... $2.50
- Motor Vehicle Record 10,000-19,999 ................................... $2.30
- Motor Vehicle Record 20,000-49,999 ................................... $2.25
- Motor Vehicle Record 50,000+ ............................................ $2.00

### Worker's Compensation History:
- Worker's Compensation History 1-499 ............................... $16.20
- Worker's Compensation History 500-2499 ............................ $16.00
- Worker's Compensation History 2500-4999 ........................... $15.00
- Worker's Compensation History 5000-9999 ........................... $14.00
- Worker's Compensation History 10,000-19,999 ...................... $13.00
- Worker's Compensation History 20,000-49,999 ...................... $12.50
- Worker's Compensation History 50,000+ .............................. $12.00

### Military Record:
- Military Record 1-499 ........................................... $31.50
- Military Record 500-2499 ........................................... $31.00
- Military Record 2500-4999 ........................................... $31.75
- Military Record 5000-9999 ........................................... $31.50
- Military record 10,000-19,999 ........................................ $31.25
- Military record 20,000-49,999 ........................................ $31.00
- Military record 50,000+ .............................................. $30.00

### State or Civil Litigation:
- State or Civil Litigation 1-499 ....................................... $23.85
- State or Civil Litigation 500-2499 ................................... $23.00
- State or Civil Litigation 2500-4999 ................................... $22.50
- State or Civil Litigation 5000-9999 ................................... $22.00
- State or Civil Litigation 10,000-19,999 ............................ $21.75
- State or Civil Litigation 20,000-49,999 ............................ $21.25
- State or Civil Litigation 50,000+ .................................... $21.00
### ChoicePoint Products

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<tr>
<td>iMapData delivers globally-based spatial intelligence via a web-based, geographic platform, enabling government agencies to create maps and reports by accessing and merging various database sets, including telecommunications, energy, infrastructure, government, political, businesses, taxes, regulations, jobs, demographics, and other specific industry data. Prices are per user.</td>
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### Enhanced CIMVAT

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<td>ChoicePoint Products</td>
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<tr>
<td><strong>Base CIMS Single US</strong></td>
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</tr>
<tr>
<td>Base CIMS - Single US State Discreet Users 5</td>
<td>$10,236.84</td>
</tr>
<tr>
<td>Base CIMS - Single US State Discreet Users 10</td>
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<td>Base CIMS - Single US State Discreet Users 100000</td>
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<tr>
<td><strong>Base CIMS City/County</strong></td>
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<tr>
<td>Base CIMS - Single City/County Discreet Users 5</td>
<td>$6,142.11</td>
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<td>Base CIMS - Single City/County Discreet Users 10</td>
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<td>Base CIMS - Single City/County Discreet Users 1,000</td>
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<td><strong>Product Additions:</strong></td>
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<tr>
<td>Geospatial Coordinate</td>
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<tr>
<td>Bundle of 10,000 Geospatial Coordinates of Records</td>
<td>$816.08</td>
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<tr>
<td>VPN Security (applies for 50 States, Single State &amp; Single City/County)</td>
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</tr>
<tr>
<td>Set-up Fee</td>
<td>$1,762.72</td>
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<tr>
<td>Per User Fee</td>
<td>$105.75</td>
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<tr>
<td>Arial Photos (Applies for 50 States, Single State &amp; Single City/County)</td>
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<tr>
<td>Bundle of 5,000 aerial photos</td>
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**Customized Business Units (each)**

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<tr>
<th>Description</th>
<th>Cost</th>
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<tr>
<td>Customized Business Information Unit (each)</td>
<td>$10,075.00</td>
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<tr>
<td>ChoicePoint Products</td>
<td>Description</td>
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<tr>
<td><strong>Pre-Employment Screening continued:</strong></td>
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<tr>
<td><strong>Dtec (SSN Verification):</strong></td>
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<tr>
<td>Dtec (SSN Verification) 1-499</td>
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<tr>
<td>Dtec (SSN Verification) 500-2499</td>
<td>$2.50</td>
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<tr>
<td>Dtec (SSN Verification) 2500-4999</td>
<td>$2.25</td>
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<tr>
<td>Dtec (SSN Verification) 5000-9999</td>
<td>$2.25</td>
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<tr>
<td>Dtec (SSN Verification) 10,000-19,999</td>
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<tr>
<td>Dtec (SSN Verification) 20,000-49,999</td>
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<tr>
<td>Dtec (SSN Verification) 50,000+</td>
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<tr>
<td><strong>Professional Credential Verification:</strong></td>
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<td>Professional Credential Verification 2500-4999</td>
<td>$13.50</td>
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<td>Professional Credential Verification 5000-9999</td>
<td>$13.00</td>
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<tr>
<td>Professional Credential Verification 10,000-19,999</td>
<td>$12.50</td>
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<td>Professional Credential Verification 20,000-49,999</td>
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<tr>
<td>Professional Credential Verification 50,000+</td>
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<tr>
<td><strong>Qualifier.Net:</strong></td>
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<tr>
<td>Provides immediate validation of medical professionals, clinics, durable medical equipment vendors, and makes Medicare/Medicaid enrollment faster and more efficient.</td>
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<tr>
<td>Individual or Business Search</td>
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<tr>
<td><strong>SearchPoint:</strong></td>
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<tr>
<td>Prescription Fraud &amp; Division Detection and Prevention</td>
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<td><strong>Wireless Technologies:</strong></td>
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<tr>
<td>Voyager Systems, Inc. Platform Independent* Wireless Data Access</td>
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<td>Voyager Systems Inc. Non-NCIC Wireless Data Access</td>
<td>$50.00</td>
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<tr>
<td>* Price is per device per month</td>
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<td><strong>Vital Check:</strong></td>
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<tr>
<td>Vital Check Certificate Processing Services Program Setup - Per Program</td>
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<tr>
<td>Processing, shipping &amp; Handling Fee per transaction</td>
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<td>Vital Record Agency Issued Certifications</td>
<td>$4.00 to $51.00</td>
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<td>* per certificate</td>
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</tr>
<tr>
<td>* prices vary based on location at the discrepancy of the government agency</td>
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### ChoicePoint Products

<table>
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<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>iMapData Base CIMS</strong></td>
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</tbody>
</table>

- **IMapData** delivers globally-based spatial intelligence via a web-based, geographic platform, enabling government agencies to create maps and reports by accessing and merging various database sets, including telecommunications, energy, infrastructure, government, political, businesses, taxes, regulations, jobs, demographics, and other specific industry data. Prices are per user.

- **Base CIMS** - 50 US States (Not CONUS) 5 Discreet users ................................ $17,061.41
- **Base CIMS** - 50 US States (Not CONUS) 10 Discreet users .............................. $10,805.56
- **Base CIMS** - 50 US States (Not CONUS) 20 Discreet users .............................. $7,393.28
- **Base CIMS** - 50 US States (Not CONUS) 50 Discreet users .............................. $5,118.42
- **Base CIMS** - 50 US States (Not CONUS) 100 Discreet users ............................. $3,981.00
- **Base CIMS** - 50 US States (Not CONUS) 200 Discreet users ............................ $2,843.57
- **Base CIMS** - 50 US States (Not CONUS) 300 Discreet users ............................ $2,608.60
- **Base CIMS** - 50 US States (Not CONUS) 400 Discreet users ............................ $2,369.64
- **Base CIMS** - 50 US States (Not CONUS) 500 Discreet users ............................. $2,161.11
- **Base CIMS** - 50 US States (Not CONUS) 600 Discreet users ............................. $1,974.70
- **Base CIMS** - 50 US States (Not CONUS) 700 Discreet users ............................. $1,816.72
- **Base CIMS** - 50 US States (Not CONUS) 800 Discreet users ............................. $1,658.75
- **Base CIMS** - 50 US States (Not CONUS) 900 Discreet users ............................. $1,599.51
- **Base CIMS** - 50 US States (Not CONUS) 1000 Discreet users ........................... $1,478.66

### Enhanced CIMVAT

- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 5 ............................ $40,300.00
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 10 ........................... $27,706.25
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 20 ........................... $21,661.25
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 50 ........................... $15,112.50
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 100 .......................... $13,832.98
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 200 .......................... $12,341.88
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 300 .......................... $9,860.69
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 400 .......................... $8,399.58
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 500 .......................... $7,509.31
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 600 .......................... $6,655.13
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 700 .......................... $6,045.00
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 800 .......................... $5,572.73
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 900 .......................... $5,205.42
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 1,000 ........................ $4,906.53
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 1,200 ........................ $4,273.48
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 1,400 ........................ $3,806.91
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 1,600 ........................ $3,456.98
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 1,800 ........................ $3,173.63
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 2,000 ........................ $2,946.94
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 3,000 ........................ $2,233.29
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 4,000 ........................ $1,863.88
- **Enhanced CIMVAT** 50 States (Not CONUS) Discreet users 5,000 ........................ $1,622.08

Please call 800.567.5512 for ordering assistance.
ChoicePoint Products | Description
---|---
**Base CIMS Single US**
Base CIMS - Single US State Discreet Users 5 | $10,236.84
Base CIMS - Single US State Discreet Users 10 | $6,483.34
Base CIMS - Single US State Discreet Users 20 | $4,435.97
Base CIMS - Single US State Discreet Users 50 | $3,071.05
Base CIMS - Single US State Discreet Users 100 | $2,388.60
Base CIMS - Single US State Discreet Users 200 | $1,706.14
Base CIMS - Single US State Discreet Users 300 | $1,500.77
Base CIMS - Single US State Discreet Users 400 | $1,382.29
Base CIMS - Single US State Discreet Users 500 | $1,266.67
Base CIMS - Single US State Discreet Users 600 | $1,184.82
Base CIMS - Single US State Discreet Users 700 | $1,105.83
Base CIMS - Single US State Discreet Users 800 | $1,026.84
Base CIMS - Single US State Discreet Users 900 | $947.86
Base CIMS - Single US State Discreet Users 1,000 | $887.19

**Base CIMS City/County**
Base CIMS - Single City/County Discreet Users 5 | $6,142.11
Base CIMS - Single City/County Discreet Users 10 | $3,890.00
Base CIMS - Single City/County Discreet Users 20 | $2,661.58
Base CIMS - Single City/County Discreet Users 50 | $1,842.63
Base CIMS - Single City/County Discreet Users 100 | $1,433.16
Base CIMS - Single City/County Discreet Users 200 | $1,023.68
Base CIMS - Single City/County Discreet Users 300 | $888.62
Base CIMS - Single City/County Discreet Users 400 | $829.37
Base CIMS - Single City/County Discreet Users 500 | $778.00
Base CIMS - Single City/County Discreet Users 600 | $710.89
Base CIMS - Single City/County Discreet Users 700 | $651.65
Base CIMS - Single City/County Discreet Users 800 | $592.41
Base CIMS - Single City/County Discreet Users 900 | $556.87
Base CIMS - Single City/County Discreet Users 1,000 | $532.32

**Product Additions:**
- Geospatial Coordinate | $0.01
- Bundle of 10,000 Geospatial Coordinates of Records | $816.08
- VPN Security (applies for 50 States, Single State & Single City/County)
  - Set-up Fee | $1,762.72
- VPN Security (applies for 50 States, Single State & Single City/County)
  - Per User Fee | $105.76
- Aerial Photos (Applies for 50 States, Single State & Single City/County)
  - Bundle of 5,000 aerial photos | $2,350.30

**Customized Business Units (each)**
- Customized Business Information Unit (each) | $10,075.00
General Services Administration

Federal Supply Service
Authorized Federal Supply Schedule Price List

FSC Group 1701
BP 2041K; Business in Transition Service
201-461-3000

August 16, 2000 to August 15, 2001

Business size: Large
Prices shown herein are net (discount deducted)

Online access to contract ordering information, terms and conditions, up-to-date pricing and the option to create an electronic delivery order is available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is www.gsaadvantage.gov. For more information on ordering from federal supply schedules, click on the FSS schedules link at fss.gsa.gov.
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AutoTrackXP® Flat Rate Pricing .................................................. 4
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Customer Information

1a. Awarded SIN 520-16 Financial and Business Solutions
1b. The lowest priced item under schedule is $.02
1c. Not Applicable
2. Maximum Order Amount: $1,000,000.
4. Geographic Coverage: Worldwide
5. Point of Production: Boca Raton, FL
6. Discounts: All prices listed are net after discount
7. Quantity Discounts: See Flat Rate Price Schedule
8. Prompt Payment Term: None
9a. Government purchase cards are accepted at or below the micro-purchase threshold
9b. Government purchase cards are accepted above the micro-purchase threshold
10. Foreign Items: None
11a. Time of delivery: 30 Days ARO
11b. Expedited delivery: To be negotiated with the ordering agency
11c. Overnight and two-day delivery: Available for an additional fee
11d. Urgent requirements: To be negotiated with the ordering agency
12. FOB Point: Destination within the 48 contiguous states.
13a. Ordering Address: ChoicePoint Government Services LLC
     1410 Spring Hill Rd, Suite 450
     McLean, VA 22102
13b. Ordering Procedure: For supplies and services, the ordering procedure, information on blanket purchase agreements (BPAs) and a sample BPA can be found at the GSA/FSS schedule homepage (fss.gsa.gov/schedules).
14. Payment Addresses: ChoicePoint Government Services LLC
     AutoTrackXP
     P.O. Box 945664
     Atlanta, GA 30394-5664
15. Warranty Provision: None
16. Export packing charges: Not applicable
17. Terms and conditions of government purchase card acceptance: Not applicable
18. Terms and conditions of rental, maintenance and repair: Not applicable
19. Terms and conditions of installation: Not applicable
20. Terms and conditions of repair parts: Not applicable
20a. Terms and conditions for any other services: Government customers will be required to execute additional documents to obtain ChoicePoint Information Services. These documents are included as attachments to this price list.
21. List of service and distribution points: Not applicable
22. List of participating dealers: Not applicable
23. Preventative maintenance: Not applicable
24a. Special attributes such as environmental attributes: Not applicable
24b. Section 508 compliance Information: Electronic and Information Technology (EIT) supplies and services will be available soon at www.choicepoint.com. EIT standards can be found at www.508.gov/
25. Data Universal Number Systems (DUNS) Number: 047886051
26. CCR: Registered in the Central Contractor Registration (CCR) Database
### General Services Administration
Federal Supply Service Authorized Federal Supply Schedule Price List

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Rate</th>
</tr>
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<tbody>
<tr>
<td>Subscriber fees</td>
<td>$0.00</td>
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<tr>
<td>Training</td>
<td>$0.00</td>
</tr>
<tr>
<td>Monthly Service fees</td>
<td>$0.00</td>
</tr>
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</table>

**ProMonitor (Alert Services):**
ProMonitor (Alert Services) is a data monitoring service that can provide e-mail, fax, XML, or server-to-server alerts to customers when there are indications of activity for wanted persons or persons of interest.

Price is per subject, per month **$10.00**

**ChoicePoint Authentication Services (CPAS):**
CPAS products can be integrated into your Web-based solutions or used off-line to enhance the security of your business.

- ProCheck™ (per check) **$0.40**
- ProID (per quiz) **$1.15**

**Employee and Applicant Fingerprint Services (EAFS™):**

Product, per each:
- On-Site ink card fingerprint capture **$18.50**
- On-Site LiveScan fingerprint capture **$15.00**
- Off-Site ink card capture at ChoicePoint partner locale **$32.50**
- Off-Site LiveScan fingerprint capture **$26.00**
- On-Site digital photograph capture **$5.00**
- Ink card scanning - mailed to ChoicePoint for digitization **$5.50**
- Fingerprint Scheduling (at Designated CPS partner location) per applicant **$10.00**
- Off-Site Digital Photograph Capture (at designated CPS Partner location) per photograph **$9.00**
- ChoicePoint system processing and submission On-Site or Off-Site (per submission) **$12.00**
  - Detailed billing
  - Secure storage of prints/print details
  - Customized reporting capabilities
- ChoicePoint Precinct Fingerprint Booking Solution **$5.00**
- Criminal Identity verification
- NIST record creation
- Transmission of NIST record to state database via ChoicePoint servers

**AutoTrackXP:**
Provides access to billions of current and historical records on individuals & businesses & allows users to access those records instantly.

Product:
- Basic Report **$5.00**
- National Comprehensive Report **$10.00**
<table>
<thead>
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<th>Product Name</th>
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<td>Basic plus Associates Report</td>
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<td>National Comprehensive plus Associates Report</td>
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<td>Drivers of the Nation®</td>
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<tr>
<td>Aircraft and Pilots</td>
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<td>Faces of the Nation®</td>
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<td>FCC Marine Radio Licenses</td>
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<td>Employer Identification Number (FEIN)</td>
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<td>Firearms &amp; Explosives Licenses</td>
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<td>Bankruptcies, Liens &amp; Judgements</td>
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<td>Accidents (FL)</td>
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<td>Attorney Bar Members (Where Available)</td>
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<td>Banking and Finance Licenses (Where Available)</td>
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<td>Beverage Licenses (Where Available)</td>
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<td>Boating Citations (Where Available)</td>
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<td>Professional Liability: Closed Claims, Medical and Legal (Where Available)</td>
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<td>Concealed Weapon Permits (Where Available)</td>
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<td>Divorces (Where Available)</td>
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<td>Handicapped Parking Permits (Where Available)</td>
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<td>Hotels and Restaurants (Where Available)</td>
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<td>Notary Licenses (Where Available)</td>
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<tr>
<td>Real Estate / Broker Licenses (Where Available)</td>
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<td>Salt Water Products (Where Available)</td>
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<td>Sexual Predators (Where Available)</td>
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<td>Tangible Property (Where Available)</td>
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<td>Tobacco Licenses (Where Available)</td>
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<td>Unclaimed Property (Where Available)</td>
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<td>Medical Licenses (Where Available)</td>
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<td>Miami-Dade County, FL, Warrants</td>
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<td>RT Telephone Listings</td>
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<td>TX Criminal Histories</td>
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<td>OR Licenses or Liquor Licenses</td>
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**AutoTrackXP Flat Rate Pricing:**

Determined by dividing the actual usage for a period of time for existing accounts, by the number of months, to arrive at a monthly volume estimate.
## Product Name

### Additional Services:

**Uniform Commercial Code (UCC) and Corporate Document Ordering:**
- UCC Document Retrieval fee - $5.00 plus - per page $5.00
- Facsimile Handling fee - per page $1.00
- Overnight, Priority, Regular Mail handling fee - per page $5.00
- Corporate Document Retrieval fee - $10.00 plus $10.00
- Facsimile Handling fee - per page $1.00
- Overnight, Priority, Regular Mail handling fee - per order $5.00
- D&B™ Business Suits, Liens & Judgments $7.00
- D&B™ Reports $72.00

### Info: PROBE Searches:

**Individual Probes:**
- All Immediate Access Databases for Region or State by Name $3.00
- All Immediate Access Databases - by Name & SSN $3.00
- Specific Type of Database by Region Nationwide $3.00
- Uniform Commercial Code Indexes $8.00
- Bankruptcies, Liens & Judgments $8.00
- Civil Searches $8.00
- Court Searches: All Immediate Access Civil/Criminal Courts $8.00
- Criminal Searches $8.00
- Fictitious Business Names (FBN) $8.00
- Professional Licensing Searches $8.00
- Real Property Ownership Searches $8.00
- Secretary of State Department of States Indexes $8.00

### Nationwide Searches:

**Searches on Individuals:**
- Address Update #1 or #2 (each) $5.10
- Address Update (combined) $10.00
- Chiropractor Reports $9.95
- Dentist Reports $9.95
- FAA Aircraft Ownership Search $10.00
- FAA Airmen Directory $7.80
- Infractions $1.00

**Missing Links®**
- Level 1 - in increments of 300 $15.00
- Level 2 $0.00
- Level 3 - per detail $5.00
- No Records Found $15.00
- No Records Found on Driver's License Number $0.00
- Linked SSN Search $10.00
<table>
<thead>
<tr>
<th>Product Name</th>
<th>Rate</th>
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<tbody>
<tr>
<td><strong>Nationwide Searches continued:</strong></td>
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<tr>
<td>National Death Locator</td>
<td>$7.80</td>
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<tr>
<td>Neighborhood Search</td>
<td>$5.10</td>
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<tr>
<td>People Tracker™:</td>
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<tr>
<td>• Summary Listings</td>
<td>$6.00</td>
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<tr>
<td>• Detailed Reports</td>
<td>$9.00</td>
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<tr>
<td>Physicians Reports</td>
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<tr>
<td>SSNPlus® - Track #1, #2, #3 (each)</td>
<td>$14.75</td>
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<tr>
<td>SSNPlus® - Track All</td>
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<tr>
<td>Telephone Reverse Directory</td>
<td>$5.10</td>
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<tr>
<td>U.S. Coast Guard Watercraft</td>
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<tr>
<td>Searches on Business:</td>
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<td>Business Credit 2 - Trade History</td>
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<tr>
<td>D&amp;B Business Information Report™</td>
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<tr>
<td>• Summary Listings (Credited if full business report is ordered)</td>
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<tr>
<td>• Full Business Information Report (each report)</td>
<td>$70.00</td>
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<tr>
<td>• No Records Found</td>
<td>$5.00</td>
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<tr>
<td>Federal Employer ID Number (FEIN) Search</td>
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<tr>
<td>OSHA Inspections, Violations &amp; Accidents:</td>
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<tr>
<td>• Summary and basic detail (up to 99 listings)</td>
<td>$5.00</td>
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<tr>
<td>• Detailed Report</td>
<td>$10.00</td>
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<tr>
<td>Significant Shareholders</td>
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<td>Vehicle Identification Searches</td>
<td>$6.00</td>
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<tr>
<td><strong>Statewide Searches:</strong></td>
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<tr>
<td>Corporations &amp; Limited Partnerships:</td>
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<tr>
<td>All available States</td>
<td>$5.00</td>
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<tr>
<td>Single State</td>
<td>$5.00</td>
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<tr>
<td>Delaware - Summary &amp; One Detail</td>
<td>$16.00</td>
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<tr>
<td>• Each Additional Detail</td>
<td>$8.00</td>
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<tr>
<td>• Up to 99 Summary Items</td>
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<td>• State Surcharges</td>
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<td>New Jersey</td>
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<td>• Summary</td>
<td>$5.00</td>
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<tr>
<td>• Each Additional Detail</td>
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<td>Uniform Commercial Code Searches</td>
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<td>• Single State</td>
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<tr>
<td>• All Available States</td>
<td>$5.00</td>
</tr>
<tr>
<td>• Florida</td>
<td>$19.00</td>
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<tr>
<td>State Board of Equalization - California</td>
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<tr>
<td>Sales Tax Information - Texas</td>
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<td>Franchise Tax Board - Texas</td>
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<td>Product Name</td>
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<tr>
<td><strong>Statewide Searches continued:</strong></td>
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<tr>
<td>Real Property Ownership &amp; Transfer Searches</td>
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<td>• Single County</td>
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<td>• Multiple Counties</td>
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<td>• Single State</td>
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<td>Workers Compensation Appeals Board Filings</td>
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<td>California</td>
<td>$6.00</td>
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<tr>
<td>Bankruptcies, Liens and Judgement (Prices are the same for single state or</td>
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</tr>
<tr>
<td>multi-state searches.)</td>
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<tr>
<td>• Bankruptcies, Liens and Judgements</td>
<td>$6.50</td>
</tr>
<tr>
<td>• Bankruptcies Only</td>
<td>$3.80</td>
</tr>
<tr>
<td>• Tax Liens Only</td>
<td>$3.80</td>
</tr>
<tr>
<td>• Judgments Only</td>
<td>$3.80</td>
</tr>
<tr>
<td>• Notices of Default Only</td>
<td>$3.80</td>
</tr>
<tr>
<td>Note: Bankruptcies, Liens &amp; Judgements are only $3.50 when run with any</td>
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<td>online civil search.</td>
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<td><strong>Professional Licenses</strong></td>
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<td>Chiropractor Reports (single or multi state)</td>
<td>$9.95</td>
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<td>Availability: All states plus DC, except WY</td>
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<tr>
<td>Dentist Reports (single or multi state)</td>
<td>$9.95</td>
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<tr>
<td>Availability: All states plus DC, except MT, SD &amp; WY</td>
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<tr>
<td>California</td>
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<tr>
<td>• Bureau of Consumer Affairs</td>
<td>$12.00</td>
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<tr>
<td>• Contractor License Index</td>
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<td>• Real Estate Brokers</td>
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<td>Connecticut (Select up to 36 professionals)</td>
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<tr>
<td>Florida (Select up 48 professionals)</td>
<td>$12.00</td>
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<tr>
<td>Illinois (Select up 40 professionals)</td>
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<tr>
<td>Michigan (Select up to 38 professionals)</td>
<td>$12.00</td>
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<tr>
<td>New Jersey (Select up to 35 professionals)</td>
<td>$12.00</td>
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<tr>
<td>Ohio (Select up to 13 professionals)</td>
<td>$12.00</td>
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<tr>
<td>Pennsylvania (Select up to 26 professionals)</td>
<td>$12.00</td>
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<tr>
<td>Wisconsin (Select up 43 professionals)</td>
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<td><strong>Marriage Index:</strong></td>
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<td>• California</td>
<td>$9.50</td>
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<tr>
<td>• Nevada</td>
<td>$9.50</td>
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<tr>
<td>• Texas</td>
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<td><strong>Divorce Index:</strong></td>
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<td>• Texas</td>
<td>$9.50</td>
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<tr>
<td><strong>Death Record Index:</strong></td>
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<td>• California</td>
<td>$9.50</td>
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<tr>
<td>• Texas</td>
<td>$9.50</td>
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<tr>
<td>Product Name</td>
<td>Rate</td>
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<td><strong>On-Line Court Searches:</strong></td>
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<td>Federal Bankruptcy Filings (1 state or all)</td>
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<td>New York Judgement Docket &amp; Lien Book</td>
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<td>Single Borough/County Search:</td>
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<tr>
<td>Complete summary listing of matching cases</td>
<td>$5.00</td>
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<tr>
<td>Complete detail listing of matching cases</td>
<td>$0.00</td>
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<tr>
<td>All Borough/County Search:</td>
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<tr>
<td>Complete summary listing of matching cases</td>
<td>$5.00</td>
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<tr>
<td>Complete detail listing of matching cases</td>
<td>$0.00</td>
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<td><strong>Superior &amp; Municipal Court Records (Civil, Criminal, Family, Probate, &amp; Small Claims):</strong></td>
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<tr>
<td>Miscellaneous County Searches:</td>
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<td>Federal Level Criminal Filings (Fed Level covers all counties):</td>
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<tr>
<td>Federal Civil &amp; Criminal Filings - Eastern District</td>
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<td>Federal Criminal Filings - Southern District</td>
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<tr>
<td>Superior Court Records:</td>
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<tr>
<td>Arizona - Civil: Pima</td>
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<td>Combined Searches:</td>
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<tr>
<td>Arizona - Maricopa: Civil, Criminal and Probate</td>
<td>$7.75</td>
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<tr>
<td>California Counties - Criminal:</td>
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<tr>
<td>Alameda County Level Criminal Filings:</td>
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<tr>
<td>Superior Court Criminal</td>
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<tr>
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<td>Municipal Criminal - Alameda</td>
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<td>Municipal Criminal - Livermore-Pleasanton</td>
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<td>Municipal Criminal - San Leandro-Hayward</td>
<td>$7.75</td>
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<tr>
<td>Contra Costa County - County Level:</td>
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<tr>
<td>Superior Court Criminal Filings (All Courts)</td>
<td>$7.75</td>
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<tr>
<td>Municipal Court Criminal Filings (All Courts)</td>
<td>$7.75</td>
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<tr>
<td>Fresno County - County Level:</td>
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<tr>
<td>Superior Court Judicial Filings</td>
<td>$9.25</td>
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<tr>
<td>Municipal Court Judicial Filings</td>
<td>$9.25</td>
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<tr>
<td><strong>Fictitious Business Names:</strong></td>
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</tr>
<tr>
<td>• Arizona: Maricopa</td>
<td>$10.00</td>
</tr>
<tr>
<td>• California (19 counties)</td>
<td>$5.00</td>
</tr>
<tr>
<td>• Florida Statewide</td>
<td>$9.00</td>
</tr>
<tr>
<td><strong>Marriage Index</strong></td>
<td></td>
</tr>
<tr>
<td>• Arizona: Maricopa</td>
<td>$8.50</td>
</tr>
<tr>
<td>• California: Los Angeles, Riverside, San Bernardino</td>
<td>$8.50</td>
</tr>
<tr>
<td><strong>General Index</strong></td>
<td></td>
</tr>
<tr>
<td>• Arizona: Maricopa</td>
<td>$9.00</td>
</tr>
<tr>
<td>• California: Los Angeles, San Francisco</td>
<td>$10.00</td>
</tr>
<tr>
<td>Product Name</td>
<td>Rate</td>
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<tr>
<td>-------------------------------------------------------------------------------</td>
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</tr>
<tr>
<td><strong>Superior &amp; Municipal Court Records continued:</strong></td>
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</tr>
<tr>
<td>Assumed Name</td>
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<td>• Texas: Dallas, Harris</td>
<td>$5.00</td>
</tr>
<tr>
<td>Uniform Commercial Code (UCC)</td>
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</tr>
<tr>
<td>• Texas: Dallas, Harris</td>
<td>$5.00</td>
</tr>
<tr>
<td><strong>Family Assistance Information Report:</strong></td>
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</tr>
<tr>
<td>An on-line information solution developed for authorities and entitlement programs. (per report)</td>
<td>$6.00</td>
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<tr>
<td><strong>Triple Merge Credit Report:</strong></td>
<td>$25.00</td>
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**ScreenNow On-Line Pre-Employment & Background Screening Tool:**

ScreenNow provides a web portal designed to provide employers and hiring managers with instant, online background reports, drug testing products and other pre-assessment hiring tools.

- National Criminal File Search*                                             $22.50
- State Sexual Offender Search                                              $8.10
- State Criminal Database Search*                                            $4.50
- County Courthouse Search                                                   $14.40
- Federal Courthouse Search                                                  $14.40
- Credit File*                                                               $8.10
- Motor Vehicle Check*                                                       $4.50
- Social Security Number Verification*                                       $2.70
- Identity Verification*                                                     $8.77
- Education Verification                                                     $10.80
- Employment Verification                                                    $11.70
- DOT Compliant Employment Verification                                      $14.40
- Credential Verification                                                    $14.40
- Reference Check                                                            $9.90

*Volume discounts may be available based on agency commitment*

**Worker's Compensation Records:** RTA                                      $16.20
**Status Cup Plus™ Instant Drug Test**                                      $25.00 a kit
**Lab-based Drug Testing**                                                   TBD
**Oral screening™ Drug Testing Kits (Instant)**                              $25.00 a kit

*Where available

**Notes:**
1) All prices are for single reports in each category. Bundled profiles are priced on a case-by-case basis.
2) All prices exclude out-of-pocket expenses such as court, transcript and registry fees.
3) All prices are for one location.
4) Standard time service applies. Expedited time service is an additional cost & is negotiated on a case-by-case basis.
5) No unusual delivery methods are included in these prices.
### WorkPlace Solutions Pre-Employment & Background:

Equipped to process high volume requests, ChoicePoint’s Pre Employment Services can quickly verify your applicant resume as well as search billions of public records.

<table>
<thead>
<tr>
<th>Product Name</th>
<th>Rate</th>
</tr>
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<tr>
<td>Education Verification</td>
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<td>Employment Verification</td>
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<td>Reference Verification</td>
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<tr>
<td>Felony Check</td>
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<tr>
<td>Statewide Criminal Searches</td>
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<td>Felony; Including Misdemeanor/Statewide Repository/National Criminal (A search for Felony or Misdemeanor records housed at the primary court within a single county)</td>
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<tr>
<td>National Criminal File</td>
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### Public Record Document Retrieval:

ChoicePoint provides on site, research capabilities in Courts, Legislatures, and Agencies throughout the country. Researchers locate documents, track cases daily, weekly or monthly, obtaining the documents you need as they are filed.

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<tr>
<td>UCC Search up to 5 years</td>
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<td>UCC Filing</td>
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<tr>
<td>Federal Litigation</td>
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<tr>
<td>State Felony/Misdemeanor Search 7 years</td>
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<tr>
<td>Federal Felony/Misdemeanor Search 7 years</td>
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<tr>
<td>Tax Liens state or federal</td>
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<tr>
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<td>National Credit File</td>
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<td>Residential and Commercial Property Checks</td>
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<td><strong>Batch Processing:</strong></td>
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<tr>
<td>With Batch Services, users can submit their high-volume searches via one file &amp; cost-effectively perform due diligence investigate fraud, verify credentials and discover tips and leads. XML Direct facilitates more effective transfers of data. <em>Price on a per-case basis.</em></td>
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<tr>
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<tr>
<td>Locator: Up to 2 most recently reported addresses</td>
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<tr>
<td>Locator with Phones:</td>
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<tr>
<td>Deceased Indicator - (add/rec)</td>
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<tr>
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** Per unit price is based on the total number of input records (hit, miss or rejected record) per input file.
** Live gateway search, additional $1.00 per input record. Does not return phones and is returned as part of the standard Locator. Does not generate a separate gateway file.

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<tr>
<td>Financial Report 10,000-19,999</td>
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<tr>
<td>Financial Report 20,000-49,999</td>
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<td>Financial Report 50,000+</td>
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* Must be ordered with one additional component below the Financial report pricing section

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<td>Provides immediate validation of medical professionals, clinics, durable medical equipment vendors, and makes Medicare/Medicaid enrollment faster and more efficient.</td>
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<td>Vital Check Certificate Processing Services Program Setup - Per Program</td>
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<td>* per certificate</td>
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<td>* prices vary based on location at the discretion of the government agency</td>
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<td><strong>IMapData Base CIMS</strong></td>
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<tr>
<td>IMapData delivers globally based spatial intelligence via a web-based, geographic platform, enabling government agencies to create maps and reports by accessing and merging various database sets, including telecommunications, energy, infrastructure, government, political, businesses, taxes, regulations, jobs, demographics, and other specific industry data. Prices are per user:</td>
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SECTION I
CONTRACT CLAUSES

I. 1 FEC PROVISIONS

ORDER OF PRECEDENCE: The following clauses and provisions shall take precedence over any conflicting terms and conditions included within the Contractor's quotation or elsewhere.

1. Central Contractor Registration (CCR): As part of doing business with the Federal government, it is mandatory that vendors/contractors providing supplies or services to the Federal government register and maintain an active account for their business in the Central Contractor Registration (CCR) database - http://www.bpn.gov. CCR validates the registrant information and electronically shares the secure encrypted data with federal agencies' finance offices to facilitate payments through electronic funds transfer (EFT).

2. Release of Information: No FEC data shall be divulged to any unauthorized person for any purpose. The contractor shall clear with the Contracting Officer (CO) any public release of information on this contract/order, to include news stories, articles, sales literature, advertisements, radio-TV spots, etc. Any request for public release of information should be addressed to:

   Federal Election Commission
   Office of the CFO
   Director of Procurement #819-H
   999 E Street, NW,
   Washington, D.C. 20463

3. Handling of third-party requests for access to records: In the event that the Contractor receives a subpoena or any other request for access to data first produced under this contract, the Contractor shall immediately notify the Contracting Officer Technical Representative (COTR) and the CO so that the Government may intervene or take action if deemed necessary to protect it's interests.

4. NON-DISCLOSURE OF CONFIDENTIAL DATA STATEMENT: As Required in writing by either the Contracting Officer or COTR -- Within two weeks of receipt of notice of award, the contractor shall provide a signed copy of the FEC Non-Disclosure Agreement (See Attachment) for all personnel involved in the engagement. Approved replacement personnel shall provide a completed agreement when assigned to this contract. No access will be given until the Non-Disclosure Agreements are provided to the Contracting Officer with a copy to the COTR.

5. COTR. The contractor may only accept technical direction during the period of performance from the COTR, providing such direction is within the scope of the contract/order.

A. The COTR is not authorized to change the scope of work as stated in the contract/order or obligate the Government (FEC) in any way. The CO is the only agent for the FEC who has the authority to obligate the FEC or change the contract/order terms and conditions. Any such revision or obligation shall be authorized in writing only by the CO. Any monies incurred beyond the dollar amount specified in this contract/order or its modifications may not be paid and does not warrant interest payments as stipulated under the Prompt Payment Act.

B. COTR Responsibilities: The COTR for this contract may NOT reassign task monitor duties to other FEC staff, without written approval from the Contracting Officer. In the event of reassignment of tasks, the primary COTR still remains the responsible individual for overall monitoring responsibilities. All changes to the contract will be requested and/or executed in writing and can only be issued by the Contracting Officer. The COTR is responsible for:

(1) Monitoring the contractor's technical progress, including the assessment of performance and recommending to the CO changes in scope of work, contract/order schedules and/or specifications to meet changes in requirement;
(2) Advising on technical matters within the scope of work;
(3) Performing technical evaluation as required;
(4) Performing technical inspections and acceptances required by this contract/order;
and
(5) Assisting the contractor in the resolution of technical problems encountered during performance.

*All technical direction shall be in writing (hardcopy or email). If at anytime the Contractor feels the direction is outside of the scope of agreed to services they shall immediately seek out the Contracting Officer with a written request for determination and final decision. Any work performed prior to a decision or in conflict of the decision is subject to non-payment and if needed will be
resolved through the "Disputes" clause of the FAR.

6. Payment: Original invoices are to be submitted to the billing office identified below. For purposes of this contract/order the designated payment office is:

Federal Election Commission
Finance Office - Room 820-A
999 E Street NW,
Washington, D.C. 20463

PREFERRED INVOICE METHOD: Contractor may also invoice via electronically sending the invoice to: fecinvoices@fec.gov - when sending via email please request return receipt verification.

7. Invoice Requirements: All Invoices must include the following information:

A. Name and address of contractor.
B. Invoice Date.
C. FEC Contract/Order Number
D. GSA SCHEDULE NUMBER
E. Line Item(s) being invoiced. [As shown on the actual FEC Order/Price Schedule and when applicable, Name, title, hourly rate and hours charged to each labor category for each contractor staff for the current month for the applicable sub-part.]
F. Any corrections to previous month's charges for an applicable sub-part will be reported separately and clearly with a narrative.
G. Any information or documentation required by provision of the contract/order.

NOTE: Contractor payment/financial information is obtained through the Central Contractor Registration (CCR) Database by our payment operations center. It is the contractor's responsibility to ensure that the CCR contains accurate payment information and that the CCR account is in an active status. Invoices paid late because of inaccurate CCR information are not subject to interest payments under the Prompt Payment Act.

8. Inspection and Acceptance: Inspection and Acceptance will be accomplished by the COTR for services performed/delivered. The Government may accept, conditionally accept, or reject any deliverables within the contract period allotted by the statement of work. A notice of conditional acceptance shall state any corrective action required by the Contractor. If the deliverable is rejected, the Contractor may be required, at the option of the Government, to correct any or all of the deliverable and bear all costs associated with the correcting. The Government shall take action on the corrected deliverable within the time frame specified. Contracting Officer's Technical Representative shall be responsible for receipt of all deliverables.

9. PLACE OF PERFORMANCE: Unless stated elsewhere within the agreement, the contractor shall be onsite at FEC, located at 999 E Street, NW, Washington, D.C. 20463.

10. ALTERNATE WORK LOCATION: Upon approval by the COTR, the contractor may perform part of the work at an alternate contractor location. Any request for this action must be approved by the Contracting Officer and noted in the agreement prior to award or via modification if changed after award.

11. TRAVEL: Unless otherwise stated elsewhere, travel is not required and will not be approved for this contract.

12. PERIOD OF PERFORMANCE: To be determined by the proposed and/or negotiated project schedule for the FEC Needs advertised for this procurement action. See final Project Schedule. If delivery of products, note the line items on the Schedule and Contractor quote/proposal.

13. GOVERNMENT FURNISHED PROPERTY/SERVICES: Unless otherwise stated temporary work space will not be provided under this agreement.

14. CONTRACTOR FURNISHED: The contractor shall provide ALL items/labor/services not furnished by FEC in paragraph #13 and as associated with full performance of the advertised FEC need.

ADDITIONAL SECURITY REQUIREMENTS
(On-Site and Off-Site (as required))

15. SECURITY REQUIREMENTS: All contractor personnel working on FEC premises shall adhere to FEC security requirements. Presently, contractor personnel are required to wear identification badges while on-site. The contractor is responsible for assuring that ID badges, access cards, and any other Government-owned property, are promptly returned to the FEC at the conclusion of the employee's work at
A. Clearance Requirements for Contractor Personnel:

1) Authority: Because Contractor personnel may have access under this contract to sensitive agency data and computer equipment subject to strict security controls, and/or may have access to a Federal facility/building, the clearance procedures set forth in this section are necessary and shall be used to determine the suitability of such individuals for such purposes, under the following authorities: NIST Publication SP 800-4 (1992) (Computer Security Considerations in Federal Procurements); the Privacy Act, 5 U.S.C. 552a, which requires agencies to establish procedures and safeguards to protect agency systems of records pertaining to individual; and Office of Personnel Management (OPM) regulations, relating to background investigations of contractor personnel, 5 C.F.R. Part 736. Contractor badge occurs every Wednesday. Contractor employees may begin work on any day of the week, as directed by the COTR, but will not have access to information technology (e.g., username and password) until processed through the Security Office and applicable FEC IT requirements have been met.

2) Applicability: The procedures in this section shall apply to all individuals fulfilling any of the requirements set forth in this contract.

B. Procedures: If the contract requires the contractor and/or any subcontractor to be on site at the headquarters or any of its field locations for a period of thirty-days or more, the contractor will follow the procedures outlined within the following guidance unless as determined by the FCE Human Resource Office they can be exempted. The COTR shall provide each such individual with a copy of the procedures set in this section before or at the time that such individual applies for clearance.

1) Fingerprinting and Forms submission: Each individual employed or otherwise retained by the Contractor to perform work under this contract shall be fingerprinted at the FCE's Human Resources Office, and shall also submit to the Contracting Officer's Technical Representative ("COTR") one completed Optional Form ("OF") 306 ("Declaration for Federal Employment," answer Questions 1, 2, 3, 7-12, 15, and 16a only). The Contractor shall be responsible for all costs associated with completing the forms required by the FCE's Human Resources Office. Completed forms shall be submitted to the COTR, without alteration or changes to said forms, at least 10 working days before the individual may begin work to be given access to any agency records, data, or information in connection with this contract. Contractor fingerprinting occurs on Wednesdays only. Contractor employees may begin work on days other than Wednesdays but will not be issued contractor badges nor will be granted unlimited access to FCE facilities and systems.

2) Additional Forms: In addition to the above forms, individuals employed or retained by the Contractor to fulfill contract positions or duties for 180 days or more, and any individual designated to fulfill certain sensitive contract positions or duties as determined by the FCE's Human Resources Office, shall be required to submit to the COTR, one SF85 or SF85P (and any additional investigative forms) based on a risk determination by the FCE Human Resources Office that shall take into account the sensitivity level of the contract position or duties assigned to the individual, the individual's access, if any, to nonpublic or confidential information, and any other relevant considerations. The individual must submit these additional forms to the COTR at least 5 working days before such individual is scheduled to start work or to obtain access to agency records, data, or information under the contract.

3) Background investigations: The FCE Human Resources Office shall screen all forms for any adverse or derogatory information, as denoted, for example, by a "yes" to questions 8-12, by additional information in any of the forms that may be required, as discussed above. If the individual has any adverse or derogatory information, the FCE shall conduct a background investigation before s/he is permitted to begin work or be given access to agency records, data, or information under this contract. The background investigation may be conducted in cooperation with or with the assistance of other relevant government agencies or entities, including, but not limited to, OPM, including referral to appropriate law enforcement authorities in the event of material falsification or other evidence of unlawful conduct. To the extent agency records pertaining to these background investigations are subject to the Privacy Act, such records shall be maintained and used in accordance with the applicable Privacy Act system notice(s) pertaining to the agency's personnel investigations. (Note: Neither the maintenance of such records in the above-described system(s), nor the fact that this contract requires individuals to complete certain forms or submit to background investigations that may also apply to FCE employees, shall be deemed to render such an individual a Government or FCE employee in any manner).

If, as a result of a background investigation, significant adverse or derogatory information is found that may result in a unsuitability determination, the FCE Human Resources Office shall notify the COTR and the relevant individual. The individual will be notified in writing (Statement of Reasons) of the derogatory information and shall have 30 days to respond or dispute the results of the investigation. If the FCE Human Resources Office, after receiving the individual's response, still determines that the individual is unsuitable to fulfill the contract position or duties in question, the individual will be notified in writing of that final determination and disqualification.

4) Suitability Determinations: The Government shall have and exercise full and complete control over these suitability determinations. The Government may, as it deems appropriate, authorize and grant temporary access and/or interim clearance to employees of the Contractor. However,
the granting of temporary access and/or interim clearance to any such individual shall not be considered as assurance that a fully favorable suitability determination will follow as a result or condition thereof, and the granting of either temporary access and/or interim clearance shall in no way prevent, preclude or bar the withdrawal or termination of any such access or clearance by the Government. Failure of an individual to follow the required procedures by this contract may result in suspension/termination of such individual’s FEC clearance/access.

C. RESERVED

D. Handling of third-party requests for access to records. In the event that the Contractor receives any subpoena or other voluntary or mandatory request for access to data first produced under this Contract, the Contractor shall immediately notify the COTR and the CO, so that the Government may intervene or take any other steps it deems necessary to protect its interests.

E. Data Breaches. The contractor shall comply with all contractual and Federal information security, privacy and confidentiality requirements applicable to the operation, maintenance or support of a Federal information system this includes FEC internal IT security policies, the contractor shall be required to prevent and remedy data breaches and to provide the FEC with all necessary information and cooperation, and to take all other reasonable and necessary steps and precautions, to enable the FEC to satisfy its data breach reporting duties under applicable law, regulation, or policy in the event, if any, that a breach occurs. Special attention should be paid to OMB Memorandum 06-19 (July 12, 2006), particularly the extremely urgent reporting time frames included therein for certain breaches, as well as to any other subsequent laws, regulations, or policy governing data breaches that may arise during the performance of the contract.

16. ORGANIZATIONAL CONFLICTS OF INTEREST (OCI): If the contractor is aware, or becomes aware during the period of performance of this contract, of any facts that might create an actual or potential conflict of interest, the contractor shall immediately provide a detailed disclosure of such facts to the COTR and the Contracting Officer. At the request of the COTR or the Contracting Officer, the contractor shall provide a conflict of interest avoidance or mitigation plan to the COTR and the Contracting Officer. If such a plan is requested, continued performance under this contract may be conditional upon the Contracting Officer’s approval of the plan. If approved by the Contracting Officer, the conflict of interest avoidance or mitigation plan shall be deemed incorporated into this contract, pursuant to this provision. This provision shall be included in any teaming or subcontract agreements with respect to work performed under this contract.

17. ACCESS TO DATA: The contractor shall have access to the information and individuals necessary to conduct the work outlined within the contract agreement. Should the contractor encounter excessive delays in getting access to data, the circumstances should be brought to the attention of the COTR for immediate resolution. As a minimum, delays of four business days or more past the promised delivery time or unreasonable promised delivery times may be considered excessive for purposes of notifying the COTR.

18. TECHNICAL DIRECTION AND SURVEILLANCE

A. Performance of work under this contract shall be subject to the surveillance and written technical direction of the COTR and Contracting Officer. The term “technical direction” is defined to include:

Technical direction must be within the scope of work. The COTR does not have authority to, and may not, issue any technical direction which:

1) Assigns additional work outside the Statement of Work for the order;
2) Constitutes a change as defined in the contract clause entitled “Changes”;
3) In any manner causes an increase or decrease in the order price or the time required for performance;
4) Changes any of the expressed terms, conditions or specifications of the contract; or
5) Interferes with the contractor’s right to perform the terms and conditions of the contract.

B. All technical direction (within the scope of the contract) shall be issued in writing by the COTR or the CO in the absence of the COTR. The contractor shall proceed promptly with the performance of technical directions duly issued by the COTR in the manner prescribed in this clause and within his/her authority under the provisions of this clause.

1) If, in the opinion of the contractor, any instruction or direction by the COTR would increase the cost of the contract or result in work outside the scope of this contract, the contractor shall not proceed but shall immediately notify the Contracting Officer in writing with a request for modification or equitable adjustment. It is anticipated that within 30 days of receiving the notification from the contractor, the Contracting Officer will either issue an appropriate contract modification or advise the contractor in writing of what actions need to occur.
2) A failure of the contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the "Disputes" clause of the contract.

19. KEY PERSONNEL (As required by the SOW and agreement)

A. Key Personnel: The key personnel for this contract are those individuals proposed and accepted by the Contracting Officer as part of the contract proposal process. The FFC reserves the right to review employees' resumes and qualifications prior to acceptance of individuals proposed for individual contract assignments or the request for new or replacement personnel.

1) The contractor shall provide written notification of any substitution of key personnel to the COTR and Contracting Officer for approval at least 30 calendar days prior to changes in key personnel assigned to this contract. The contractor shall supply written justification as part of this notice as to the circumstances necessitating the proposed replacement of these key personnel and shall provide the names(s) and resume(s) of the proposed replacements and their training profiles. Substituted personnel shall have at least equal or better qualifications as the initial personnel.

2) If, during performance of this contract, the contractor proposes to add additional personnel to the effort, a written request, with resumes, shall be submitted to the COTR and Contracting Officer for approval and acceptance of the proposed personnel. All approvals will be in writing from the Contracting Officer.

3) Upon receiving written or verbal notice from the Contracting Officer that the employee's performance is unsatisfactory, the contractor shall immediately remove any employee from performance of work under this contract, and shall expeditiously replace that employee via replacement procedures. At no time during the performance of this contract shall a substitution cause any increase in the firm-fixed price of the contract.

20. Task Order Limitations "Optional Services" (As required by the SOW and agreement)

A. Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

B. Maximum order. No Maximum Order limitation.

C. The Contractor shall honor any order unless that order (or orders) is returned to the ordering office within 5 work days after issuance, with written notice stating the Contractor's intent not to perform services as stated within the order and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source. The Contractor file may be noted for "non-performance" and that data may be used when evaluating the issuance of future orders.

D. Only the Contracting Officer can issue a task order for "Optional Services" under the Schedule.

21. Compliance with Applicable Laws and Regulations

A. The contractor shall ensure that all systems and services provided to the FFC under this contract comply with all applicable laws, statutes, regulations, and guidelines that govern the operation of Information Technology and related systems by a Government Agency. The contractor shall be required to comply with all requirements applicable by law, regulation, policy, or as otherwise stated elsewhere in this document, to protect the privacy and security of information about individuals the contractor collects and maintains on the FFC's behalf. These requirements shall include, but are not limited to, providing appropriate written or other notice to individuals whenever collecting information (e.g., claims forms, Web forms, IVAs, etc.) based on text to be provided or approved by the FFC.

B. The contractor also shall ensure that all systems and services provided to the FFC under this contract comply with all FFC mandated procedures, standards, and requirements.

C. WEBSITE LISTINGS: The following are some known websites for applicable law/regulation data:
1) ACQUISITION CENTRAL an E-Gov Initiative (regulations, systems, resources) http://acquisition.gov/
3) Online Reps and Certs: https://orca.bpn.gov/login.aspx
6) Office of Management and Budget: http://www.whitehouse.gov/omb

22. ASSIGNMENT OF CONTRACTING OFFICER

Mr. Bret A. Ziemer, Director of Procurement
Office of the CFO
Federal Election Commission
999 E Street NW, Washington, DC 20463
(b) (2)
COMPANY REFERENCE GUIDE

1. Office name of corporate entity: ChoicePoint Government Services

2. ChoicePoint contact: Sharon Szostak
   Tel: (b) (6)
   Fax: (b) (6)


4. DUNS Number: 047886051

5. Federal Tax ID Number: (b) (3) (A)

6. GSA number: GS-23F-0387K
   Through August 2010

7. FEDLINK ID: LOC04C7058

8. Cage Code: 1KVD3

9. Employees as of June 2005: 5000+

10. NAIC Code: 518111
    541512
    SIC Code: 7375
              8999

CCR Registered: YES
ORCA Registered: YES
11. DOJ Blanket Purchase Agreement
DJJ-06-F-1310

The contact at DOJ is:
Bernard Guerrero Telephone: (b)(2)
U.S. Department of Justice E-mail: (b)(2)
Enterprise Solutions Staff
Patrick Henry Building, Suite (b)(2)
601 D Street, NW
Washington, DC 20530
SUPPLEMENTAL INVOICING INFORMATION

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

RECEIVING REPORT

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

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

REPORT OF REJECTIONS

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

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

1. **DATE OF ORDER**
   - OCT 07, 2008

2. **CONTRACT NO. (if any)**
   - FE-09-1-008

3. **ORDER NO.**
   - PR-09-0047

4. **REQUISITION/REFERENCE NO.**
   - LIBRARY

5. **ISSUING OFFICE (Address correspondence to)**
   - CFO1
   - FEDERAL ELECTION COMMISSION, 999 "E" STREET NW, ATTN: LAW LIBRARY ROOM 801
   - 999 "E" STREET NW
   - WASHINGTON, DC 20463, USA

6. **SHIP TO:**
   - LIBRARY

7. **NAME OF CONSIGNEE**
   - DUNS: 052390049

8. **COMPANY NAME**
   - ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS
   - ONE COLUMBUS CIRCLE

9. **STREET ADDRESS**
   - WASHINGTON
   - DC 205440001

10. **CITY**
    - WASHINGTON
    - DC 20463

11. **TYPE OF ORDER**
    - PURCHASE

12. **TYPE OF DELIVERY**
    - 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.

13. **ACCOUNTING AND APPROPRIATION DATA**
    - Obligated Amount: $3,500.00

14. **ACCOUNTING AND APPROPRIATION DATA**
    - Obligated Amount: $3,500.00

15. **REQUISITION NUMBER**
    - FEC

16. **BILLS OF LADING**
    - FEDERAL ELECTION COMMISSION
    - 999 "E" STREET NW, ATTN: FINANCE OFFICE RM 820A
    - WASHINGTON, DC 20463

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>See Continuation Page For Line Item Details</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

18. **SHIPPING POINT**

19. **GROSS SHIPPING WEIGHT**

20. **INVOICE NO.**

21. **MAIL INVOICE TO:**
    - CFO1

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

**OPTIONAL FORM 347**

**Prescribed by GSA FAR 48 CFR 53.212(e)**
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Accounting and Appropriation Data: (b)(4) &amp; (b)(2) Cost Applied: $3,500.00</td>
<td>(b) (4)</td>
<td>EA</td>
<td></td>
<td>3,500.00</td>
</tr>
</tbody>
</table>

FEC POC: LETA HOLLEY (b) (2)  
ACCESS TO PACER DATABASE FOR FY 2009 electronic access to U.S. District, Bankruptcy, and Appellate court records 
FEC LOGIN ID: (b) (2) 
PACER SERVICE CENTER 
pacer@psc.uscourts.gov
SUPPLEMENTAL INVOICING INFORMATION

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|                  |                      |      |                   |                      |
|                  |                      |      |                   |                      |
|                  |                      |      |                   |                      |
**ORDER FOR SUPPLIES OR SERVICES**

1. **DATE OF ORDER**
   04 Nov 2005

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

3. **ORDER NO.**
   FESAD0060

4. **REQUISITION/REFERENCE NO.**
   FEC10-06-2091

5. **ISSUING OFFICE**
   Address correspondence to:
   FEDERAL ELECTION COMMISSION
   ADMIN 3
   999 5th St., NW
   ATTN: SAM STEWART
   WASHINGTON, DC 20463
   SAM STEWART
   (2) (2)

6. **SHIP TO**
   Library
   U.S. Postal Service
   999 5th St., NW
   ATTN: LAX LIBRARY
   WASHINGTON, DC 20463
   (2) (2)

7. **TO**
   00000000
   TIN: (3) (3) (A)

8. **NAME OF CONTRACTOR**
   PACER SERVICE CENTER
   DUNS: 942273863

9. **STREET ADDRESS**
   U.S. Courthouse
   PO Box 740026
   ATLANTA, GA 30324-0026

10. **CITY**
    ATLANTA
    STATE
    GA
    ZIP CODE
    30324-0026

11. **ACCOUNTING AND APPROPRIATION**
    00-00
    OBLIGATED AMOUNT: $700.00

12. **BUDGET CLASSIFICATION**
    a. SMALL
    b. OTHER THAN SMALL
    c. DISADVANTAGED
    d. WOMEN-OWNED

13. **F.O.S. POINT**
    DESTINATION
    LIBRARY

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

15. **DELIVER TO F.O.S. POINT**
    ON OR BEFORE
    30 Sep 2006

16. **DISCOUNT TERMS**
    0.00% 0 Days Net 30

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Pacer Service from Oct 1, 2005 through Sep 30, 2006</td>
<td>(4) EA</td>
<td>(4) 700.00</td>
<td></td>
</tr>
</tbody>
</table>

18. **SHIPPING POINT**

19. **GROSS SHIPPING WEIGHT**

20. **INVOICE NO.**
    00000

21. **MAIL INVOICE TO**
    FEDERAL ELECTION COMMISSION
    999 5th St., NW
    ATTN: FINANCE OFFICE RM 820A
    WASHINGTON, DC 20463
    (2) (2)

22. **UNITED STATES OF AMERICA**
    BY (Signature)
    SYLVIA BUTLER
    TITLE: CONTRACTING/ORDERING OFFICER

**OPTIONAL FORM 347 (REV 6/05)**

Prepared by GSA/FAR 48 CFR 13.217(g)
**ORDER FOR SUPPLIES OR SERVICES**

**DATE OF ORDER:** 17 Oct 2006  
**CONTRACT NO. (If any):** FETAD0028  
**REQUISITION/REFERENCE NO.:** FEC10-07-4060

**ISSUING OFFICE ADDRESS correspondence to:**
Federal Election Commission  
309 E Street NW  
Washington, DC 20463

**NAME OF CONSIGNEE:**

** Fioral Election Commission**  
**STREET ADDRESS:** Room 601 Attn: LAN Library  
999 E St., NW  
Washington, DC 20463

**CITY:** Washington  
**STATE:** DC  
**ZIP CODE:** 20463

**SHIP TO:** Library  
**ULT DEST:** Library

**TYPE OF ORDER**

- **PURCHASE**

**DELIVERY**

- **Except for items**

*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.*

**AGENCY ORDERS**

1. **NAME OF CONTRACTOR**
   - **DUNS:** 942273863  
   - **PACER SERVICE CENTER**

2. **STREET ADDRESS**
   - **U.S. COURT-CVB (S.A.)**  
   - **P.O. BOX 70024**

3. **CITY:** Atlanta  
**STATE:** GA  
**ZIP CODE:** 30373-0026

**ACCOUNTING AND APPROPRIATION**

- **BCG, 2603**  
- **OBLIGATED AMOUNT:** $1,200.00

**BUSINESS CLASSIFICATION**

- **SIGNED BY: SHERIDAN G. SMITH**  
- **signature**

**F.O.S. POINT:**

**DESTINATION:**

**PLACE OF ORIGIN:**

** PLACE OF ACCEPTANCE:**

**SCHEDULE (See reverse for Rejections)**

<table>
<thead>
<tr>
<th>ITEM NO.</th>
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<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Use of Pacer Database for FY 2007</td>
<td>(b) (4)</td>
<td>YR</td>
<td>(b) (4)</td>
<td>1,200.00</td>
</tr>
</tbody>
</table>

**SHIPPING POINT**

**GROSS SHIPPING WEIGHT:**

**INVOICE NO.:**

**MAIL INVOICE TO:**

**FEDERAL ELECTION COMMISSION**

**STREET ADDRESS:** Room 601 Attn: LAN Library  
999 E Street NW  
Washington, DC 20463

**CITY:** Washington  
**STATE:** DC  
**ZIP CODE:** 20463

**TOTAL:**

- **US TOTAL:** 0.00  
- **TOTAL (Cont. rear):**

**UNITED STATES OF AMERICA**

- **AUTHORIZED FOR LOCAL REPRODUCTION**  
- **PREVIOUS EDITION NOT USABLE**

**OPTIONAL FORM 347 (REV. 9/95)**

Prescribed by GSA/FAR 48 CFR 32.130(e)
Schedule A to Westlaw® Subscriber Agreement

Plan 17 for Non-FEDLINK Federal Government Subscribers

Available only to government personnel accessing Westlaw for government purposes.

Upon accessing Westlaw, a user may select either per minute or transactional billing in the Options Directory. Such billing election will be effective for all subsequent sessions unless the election is changed. The SUBSCRIBER Database lists the per minute billing classifications, transactional charges and per document charges for each database.

1. Installation and Maintenance Charges (Dedicated Subscribers Only). Subscribers shall pay an initial installation charge of $1,200 and a monthly maintenance charge of $500 for each telecommunications line and modem. Westlaw will provide all telecommunications lines and modems. Subscribers shall provide all other necessary equipment and modem cables.

2. Per Minute Charges

A. Per Minute Database Charges

<table>
<thead>
<tr>
<th>Time Class</th>
<th>Per Minute Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class 1 (Combination)</td>
<td>$3.93</td>
</tr>
<tr>
<td>Class 2 (Highlights)</td>
<td>$2.11</td>
</tr>
<tr>
<td>Class 3 (Basic)</td>
<td>$3.38</td>
</tr>
<tr>
<td>Class 4</td>
<td>$3.89</td>
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<tr>
<td>Class 5 (Standard)</td>
<td>$4.58</td>
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<tr>
<td>Class 6</td>
<td>$4.86</td>
</tr>
<tr>
<td>Class 7 (Standard-Combo)</td>
<td>$5.33</td>
</tr>
<tr>
<td>Class 8 (Results+Plus Standard)</td>
<td>$5.51</td>
</tr>
<tr>
<td>Class 9 (Deluxe)</td>
<td>$6.00</td>
</tr>
<tr>
<td>Class 10 (Specialty)</td>
<td>$6.36</td>
</tr>
<tr>
<td>Class 11 (Premium)</td>
<td>$6.56</td>
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<tr>
<td>Class 12</td>
<td>$6.97</td>
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<tr>
<td>Class 13</td>
<td>$7.39</td>
</tr>
<tr>
<td>Class 14 (Results+Plus Premium)</td>
<td>$8.21</td>
</tr>
<tr>
<td>Class 15 (Allfiles)</td>
<td>$7.08</td>
</tr>
<tr>
<td>Class 16 (Hourly Multi-Search)</td>
<td>$7.47</td>
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<tr>
<td>Class 17 (Super Allfiles)</td>
<td>$7.98</td>
</tr>
<tr>
<td>Class 18 (Results+Allfiles)</td>
<td>$8.84</td>
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<tr>
<td>Class 19 (Select)</td>
<td>$10.56</td>
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<tr>
<td>Class 20 (Results+Super Allfiles)</td>
<td>$9.97</td>
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<tr>
<td>Class 21 (Super Premium)</td>
<td>$10.38</td>
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<tr>
<td>Class 22 (Super Select)</td>
<td>$13.83</td>
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<tr>
<td>Class 23 (Results+Super Select)</td>
<td>$13.58</td>
</tr>
<tr>
<td>Class 24 (Results+Super Premium)</td>
<td>$21.43</td>
</tr>
<tr>
<td>Westlaw Tax Time Class 1-33</td>
<td>$8.25-23.38</td>
</tr>
</tbody>
</table>

Usage charges begin when Subscriber's password is transmitted and end when Subscriber's telecommunications link is disconnected.

B. Communications Charges. $.15 per minute.

Communications charges begin when a password is transmitted and end when the telecommunications link is disconnected -- they apply to the entire Westlaw session, excluding offline transmission, offline automated citation checking, Dockets and the SUBSCRIBER Database when accessing Westlaw via transactional billing.

3. Transactional Charges

A. Search Charges

1. Each search query will incur a search charge. Search charges range from $0 to $167 per search. The search charge applicable to each database is available in the SUBSCRIBER Database. For sales tax purposes only, a percent of each search charge is allocated to communications.

Search charges for multiple database searches are discounted as follows:

<table>
<thead>
<tr>
<th>Database</th>
<th>Discount</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>No discount</td>
</tr>
<tr>
<td>2-3</td>
<td>10% discount</td>
</tr>
<tr>
<td>4-10</td>
<td>20% discount</td>
</tr>
<tr>
<td>11+</td>
<td>N/A</td>
</tr>
</tbody>
</table>

2. Online Find Charges

B. Online Find Charges

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge Per Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>Find (Includes Primary Law)</td>
<td>$8</td>
</tr>
<tr>
<td>Find (Includes Secondary Law, Regulation Find &amp; Display)</td>
<td>$12</td>
</tr>
<tr>
<td>Find (DNA, RIA)</td>
<td>$15</td>
</tr>
<tr>
<td>Find (Patent, Trademark &amp; State Law)</td>
<td>$25</td>
</tr>
<tr>
<td>Find (Results&amp;Plus Briefs/Trial Documents)</td>
<td>$65</td>
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<tr>
<td>Find (Briefs &amp; Trial Documents)</td>
<td>$70</td>
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<tr>
<td>Find (State Survey)</td>
<td>$120</td>
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<tr>
<td>Find (Expert Witness)</td>
<td>$50-125</td>
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<tr>
<td>Find (Dockets)</td>
<td>$15</td>
</tr>
<tr>
<td>Find (Courthouse Transcripts)</td>
<td>$125</td>
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<tr>
<td>Westlaw Tax</td>
<td>12-22</td>
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**Find by Title**

* Includes Find Charges for Previous Search/Next Section

QuickCite creates a search query which will result in a search charge. No separate Find transactional charge will apply. See SUBSCRIBER Database for detailed pricing.

C. Online Citation Checking Charges

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge Per Citation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citation Service</td>
<td>$0.25</td>
</tr>
<tr>
<td>KeyCite®</td>
<td>$2.25</td>
</tr>
<tr>
<td>RIA-Cite</td>
<td>6.25</td>
</tr>
</tbody>
</table>

D. QUOTE Charges

.15 per entity

E. Document Display

CaseEvaluator Reports

Combined Report | $180.00 per report viewed
Individual Report | $75.00 per report view
Graphical Statutes | $15.00 per document
Profiiler Litigation History Reports | $75.00 per document
People Finder Reports | Summary & Sources | $50.00 per report viewed
Summary | $25.00 per report viewed
Expert Investigation Reports

Expert Challenge Report | $300.00 per report viewed
Expert Compare Report | $150.00 per report viewed
Expert Evaluation Report | $75.00 per report viewed

4. Subscription Charge. $125 per month per agency

5. Offline Transmission Charges

A user may select either per line or per document offline transmission billing in the Options Directory. Such selection will be effective for all subsequent sessions unless the election is changed. Offline transmission charges apply to all printing and downloading to storage devices and facsimile machines, unless otherwise indicated.

<table>
<thead>
<tr>
<th>Rate Per Line</th>
<th>Rate Per Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>Westlaw Public Records Database</td>
<td>$.035</td>
</tr>
<tr>
<td>Selected databases</td>
<td>up to .85</td>
</tr>
<tr>
<td>All other databases</td>
<td>$0.35</td>
</tr>
<tr>
<td>Briefs</td>
<td>$0.35</td>
</tr>
</tbody>
</table>

6. WestCheck and find&print.com Charges

Citation Service

| KeyCite | $6.25 |
| QuoteRight® | 7.00 |
| Find | 9.00 - 21.00 |
| Find (Selected databases) | 27.00 - 62.00 |
| Content Verification | 10.00 |

No offline transmission charges apply.
7. Training Charges
On-site training and training at West Information Centers will be provided at no charge.

8. Alert Services Charges
WESTclip
Non-continuous Clipping $0
Continuous Clipping $4.50 per day per search
BNA Clipping $14.00 per transaction
KeyCite Alert
Non-continuous Clipping $7.00 per transaction
Continuous Clipping $9.00 per day per transaction
Agency Tracking
Non-continuous Clipping $7.00 per transaction
Continuous Clipping $9.00 per transaction
KeyRules Alert $6.00 per transaction

Database charges apply to the online display of WESTclip and Dockets Alert results. Find charges and charges associated with documents viewed from KeyCite Alert and Dockets Alert results shall apply. Connect time and communications charges do not apply during transactional billing sessions. Offline transmission charges do not apply to WESTclip cite lists (excluding BNA) or KeyCite Alert.

9. Westlaw Public Records Charges
The Scope screen for each Westlaw Public Records Database lists its database classification for per minute billing. The search charge applicable to each Westlaw Public Records Database is available in the SUBSCRIBER Database. Additional charges for third party services may apply. The following transactional charges apply in addition to the per minute and transactional charges:

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge Per Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Delaware Corporate Records</td>
<td>$9.00</td>
</tr>
<tr>
<td>D&amp;B Alert</td>
<td>$6.00</td>
</tr>
</tbody>
</table>

The following charges apply in lieu of per minute and transactional charges:

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge Per Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dune Business Records Plus*</td>
<td>$129.90</td>
</tr>
<tr>
<td>Business Record &amp; Full Financial</td>
<td>110.00</td>
</tr>
<tr>
<td>Business Information Report (domestic)</td>
<td>110.00</td>
</tr>
<tr>
<td>Business Information Report (international)</td>
<td>110.00</td>
</tr>
<tr>
<td>Africa</td>
<td>443.00</td>
</tr>
<tr>
<td>Middle East</td>
<td>443.00</td>
</tr>
<tr>
<td>Asia Pacific</td>
<td>443.00</td>
</tr>
<tr>
<td>Latin America</td>
<td>340.00</td>
</tr>
<tr>
<td>Europe</td>
<td>268.00</td>
</tr>
<tr>
<td>Canada</td>
<td>144.00</td>
</tr>
<tr>
<td>Comprehensive Report</td>
<td>128.50</td>
</tr>
<tr>
<td>Family Tree Report</td>
<td>80.10</td>
</tr>
<tr>
<td>Business Record &amp; Financial Abstract</td>
<td>80.10</td>
</tr>
<tr>
<td>Business Record</td>
<td>35.70</td>
</tr>
<tr>
<td>Business Abstract</td>
<td>23.35</td>
</tr>
<tr>
<td>Family Member Profile</td>
<td>9.80</td>
</tr>
<tr>
<td>Company Relations</td>
<td>2.35</td>
</tr>
<tr>
<td>Per company-250 companies max</td>
<td></td>
</tr>
<tr>
<td>(250 companies or more - no additional charge)</td>
<td></td>
</tr>
<tr>
<td>Branch locations</td>
<td>2.35</td>
</tr>
<tr>
<td>Per location-250 locations max</td>
<td></td>
</tr>
<tr>
<td>(250 locations or more - no additional charge)</td>
<td></td>
</tr>
</tbody>
</table>

*Minimum fee of $15.75 per search.

10. Company Profiles Database Charges
Index Search $0
Company Profile 35 per report
ResultsPlus 40 per report
Offline transmission charges apply to citations list but do not apply to Company Profiles reports themselves.

11. Dockets Charges
The following charges apply in lieu of per minute and transactional charges:

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge Per Detail</th>
</tr>
</thead>
<tbody>
<tr>
<td>Search</td>
<td>$7 - 14 per transaction</td>
</tr>
<tr>
<td>View document</td>
<td>5 per document</td>
</tr>
<tr>
<td>Update document</td>
<td>2 - 8 per document</td>
</tr>
<tr>
<td>Dockets Alert</td>
<td>5 per transaction</td>
</tr>
<tr>
<td>Multi-Base Searches</td>
<td>20 - 125 per transaction</td>
</tr>
<tr>
<td>Docket Tracking</td>
<td>2 - 10 per transaction</td>
</tr>
<tr>
<td>Case Calendaring</td>
<td></td>
</tr>
<tr>
<td>Information Update</td>
<td>2 per transaction</td>
</tr>
<tr>
<td>Tracking Service</td>
<td>1 per transaction</td>
</tr>
<tr>
<td>Integration Service</td>
<td>1 per transaction</td>
</tr>
<tr>
<td>Document retrieval services</td>
<td>At then-current rates</td>
</tr>
</tbody>
</table>

12. PDF Charges
Attorney Medical Advantage $225.00 per image
Blauwesn Medical Illustration Standard Collection 250.00 per image
Premier Collection 275.00 per image
Expert Reports 8.00-44.99 per report
Briefs/Trial Docs/State Surveys 60.00 per image
DE Chancellor Docket 50.00 per image
Deed Image 25.00 per image
Dockets PDF 4.00 per image
Expert Reports 8.00-44.99 per report
Expert Witness (Courtroom transcripts) 50.00 per image
Investext 9.95 per page
Legal Due Diligence Reports 150.00 per image
Patent Image 3.00 per image
Real Property Parcel Maps 15.00 per image
ResultsPlus Due Diligence Reports 155.00 per image
ResultsPlus Investext 14.95 per 1st page
(Each additional page) 9.95 per page
No offline transmission charges apply.

13. West Reporter Images
West Reporter Images $12.00 per image
No offline transmission charges apply.
To: Leta Holley
From: Scott Garten, Esq.
Date: June 2009
Re: Westlaw Fixed-Rate Price for FY09 - Federal Election Commission (1000418160)

Once again, it is time to renew your Westlaw fixed-rate contract. It is our understanding that you intend to remain under this same Non-FEDLINK structure for FY10. The new fixed rate will be:

Current FY09 Fixed-Rate: 
Average Included Charges at Fedlink Rates: 
Resulting 9 Month Average Discount: 
9 Month Average Agency Savings: 
Number of Times Value Exceeded Fixed-Rate: 

FY10 Fixed-Rate Fee: 
Annual Fixed Rate Amount: 
Ancillary Funding: 

Option years, at 90.00% year over year, have been established for the Federal Election Commission for FY11, FY12 and FY13.

West recommends the following add-ons to your contract for the listed additional charge:

PeopleMap

Under the plan, there is no charge to add new users to any existing location. New locations may be added for $115 per password, per month. Contractually each user is required to have an individual password.

Attached for your records is
- At list of “included” and “excluded” databases under your FY09 fixed rate plan
- Westlaw Usage & Payments for the period October 2008 – April 2009
- West Electronic Information Accessibility see http://west.thomson.com/accessibility/

Print Discount - Terms and Conditions
During the term of the contract, the agency will receive a (b) (4) discount from the ongoing subscription update charges for the agency's West print product subscriptions previously selected by the agency, provided that the agency maintains the Westlaw pricing under the terms set forth herein. During the term of the contract, the agency agrees not to terminate its subscriptions to the selected West print products. In the event the agency cancels Westlaw or any of the selected West print products during the term of the contract, the agency will be billed thereafter for all the selected West print products at then-current rates during that fiscal year.

Please contact me with any questions. I can be reached by telephone, at (b) (6) or by e-mail at (b) (6)

Sincerely,

Scott Garten, Esq.

*If you choose to contract through GSA or Fedlink a .75% industrial funding fee must be added to the price of the fixed-rate. This money will be remitted to GSA or Fedlink on a quarterly basis.
SUMMARY OF DATABASES, FEATURES, AND SERVICES

The following table provides a summary of the core databases, features, and services that are included in West’s price proposal. All transactional and communication charges associated with these included databases, features, and services are covered by West’s proposed fixed monthly charge.

<table>
<thead>
<tr>
<th>LEGAL INFORMATION</th>
<th>NEWS &amp; BUSINESS INFO</th>
<th>PUBLIC RECORDS</th>
<th>FEATURES &amp; SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>[more than 18,600 databases]</td>
<td>[more than 11,700 databases]</td>
<td>[more than 2.2 billion records]</td>
<td>Citation Services¹</td>
</tr>
<tr>
<td>Federal &amp; State Materials</td>
<td>National Newspapers</td>
<td>Westlaw Public Records</td>
<td>- KeyCite ¹</td>
</tr>
<tr>
<td>- Cases &amp; Judicial Materials</td>
<td>Local and Regional Newspapers</td>
<td>Locating People</td>
<td>- Westcheck (with QuotaRight)</td>
</tr>
<tr>
<td>- Statutes &amp; Legislative Materials</td>
<td>International Newspapers</td>
<td>- People Finder</td>
<td>- Table of Authorities</td>
</tr>
<tr>
<td>- Court Rules &amp; Orders</td>
<td>Newswires</td>
<td>- Death Records</td>
<td>- Graphical KeyCite</td>
</tr>
<tr>
<td>- Administrative Law &amp; Regulations</td>
<td>News Magazines</td>
<td>- Criminal Records</td>
<td></td>
</tr>
<tr>
<td>- Selected Briefs (U.S. Supreme Court, California Supreme &amp; Appellate Courts)</td>
<td>Television and Radio Transcripts</td>
<td>- Voter Registration Records</td>
<td>Current Awareness Services²</td>
</tr>
<tr>
<td>- Attorney General Opinions</td>
<td>Financial News</td>
<td>- West Legal Directory</td>
<td>- WestClip³</td>
</tr>
<tr>
<td>Analytical Materials</td>
<td>Business News</td>
<td>Assets</td>
<td>- KeyCite Alert ³</td>
</tr>
<tr>
<td>- American Law Reports (ALR)</td>
<td></td>
<td>- Real Property Records</td>
<td>- Dockets Alert ³</td>
</tr>
<tr>
<td>- American Jurisprudence 2d (AMJUR)</td>
<td></td>
<td>- Motor Vehicle, Aircraft, Boat Records</td>
<td></td>
</tr>
<tr>
<td>- All Other AMJUR Databases (e.g., Trials, Legal Forms, Proof of Facts, Pleadings &amp; Practice)</td>
<td></td>
<td>- Stock Ownership Records</td>
<td></td>
</tr>
<tr>
<td>- Legal Texts</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Legal Newspapers &amp; Newletters (e.g., Andrew's Litigation Reporters, Legal Times, ALM Newspapers &amp; Magazines)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Restatements of the Law</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Corpus Juris Secundum (CJS)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Text &amp; Periodical Libraries</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Litigation Materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Jury Verdicts and Summaries</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Jury Instructions</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Federal Practice and Procedure</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Federal Dockets without Tracking</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Miscellaneous Materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Black's Law Dictionary</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Uniform Laws Annotated</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Practising Law Institute Materials</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- West Legal Directory</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Personnel</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

¹ These features are included for usage associated with included databases only. Usage of these features for excluded databases will be charged at the then-current applicable rates.
² Excludes continuous frequency clipping. ³ Up to 25 Westlaw Watch clips are included in West’s offer. Pricing is available for clips beyond the 25 clip limit.

THOMSON REUTERS

Submitted: June 2009
**Excluded Databases, Features, and Services**

The following table provides a summary of the databases, features, and services that are not included in West’s price proposal; these databases, features, and services are available to the agency at an additional cost.

<table>
<thead>
<tr>
<th>LEGAL INFORMATION</th>
<th>NEWS &amp; BUSINESS INFO</th>
<th>PUBLIC RECORDS</th>
<th>FEATURES &amp; SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUL VerdictSearch</td>
<td>Company Profiles Database</td>
<td>Credit Bureau Header Database</td>
<td>Passport Locator</td>
</tr>
<tr>
<td>BNA Database</td>
<td>Dialog Database</td>
<td>Deadpool</td>
<td>BNA Clr</td>
</tr>
<tr>
<td>All Case Brief on Westlaw</td>
<td>Company Profiles Database</td>
<td>Death Record &amp; Biograph</td>
<td>DNA and Trademark Alert</td>
</tr>
<tr>
<td>Eastern Database</td>
<td></td>
<td>Documents</td>
<td>PDF Changes</td>
</tr>
<tr>
<td>LRIP Non-Party Verdict Database</td>
<td></td>
<td>Drivers License</td>
<td>Epict SRS</td>
</tr>
<tr>
<td>Premer Database (Thomson Reuters)</td>
<td></td>
<td>ESI &amp; Developed Database</td>
<td>Patent Inquest</td>
</tr>
<tr>
<td>Reserve Advocate (Thomson Reuters)</td>
<td></td>
<td>ESI 401(E)</td>
<td>Exprian Smart Business Reports</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ESI 601(E)</td>
<td>Business Reports</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ESI 701(E)</td>
<td>Attorney/Medical Advisory</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ESI 701(S)</td>
<td>Advantage</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ESI 801(S)</td>
<td>Document Service</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ESI 801(E)</td>
<td>Westlaw Document</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ESI 801(S)</td>
<td>Westlaw Document</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ESI 801(E)</td>
<td>Westlaw Document</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ESI 801(S)</td>
<td>Westlaw Document</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ESI 801(S)</td>
<td>Westlaw Document</td>
</tr>
</tbody>
</table>
ORDER FOR SUPPLIES OR SERVICES

1. DATE OF ORDER: OCT 17, 2007
2. CONTRACT NO. (If any): FE-06-D-058
3. ORDER NO.: FE-06-7058
4. REQUISITION/REFERENCE NO.: 
5. ISSUING OFFICE (Address correspondence to): CFO1
   FEDERAL ELECTION COMMISSION, ATTN: FINANCE OFFICE
   RM 820A, 999 "E" STREET NW
   WASHINGTON, DC, 20463, USA
6. NAME OF CONSIGNEE:
   REED ELSEVIER, INC
7. TO: 00000080 TIN (b) (3) (A)
   CITY: WASHINGTON
   STATE: DC
   ZIP CODE: 20463
8. TYPE OF ORDER:
   a. PURCHASE
   b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this form only of this form and is issued subject to the terms and conditions of the above-numbered contract.
9. ACCOUNTING AND APPROPRIATION DATA:
   See Schedule
   Obligated Amount: $13,912.00
10. REQUISITIONING OFFICE:
    LAW LIBRARY
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
13. PLACE OF:
    a. INSPECTION:
    b. ACCEPTANCE:
    LIBRARY
    LIBRARY
14. GOVERNMENT BIL. NO.:
15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date):
    SEP 30, 2008
16. DISCOUNT TERMS:
17. SCHEDULE (See reverse for Rejections):

   ITEM NO. (a)
   SUPPLIES OR SERVICES (b)
   QUANTITY ORDERED (c)
   UNIT (d)
   UNIT PRICE (e)
   AMOUNT (f)
   QUANTITY ACCEPTED (g)

   See Continuation Page For Line Item Details

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:
21. MAIL INVOICE TO: CFO1
   a. NAME:
   b. STREET ADDRESS (or P.O. Box):
   ATTN: FINANCE OFFICE RM 820A
   999 "E" STREET NW
   c. CITY:
   WASHINGTON
   d. STATE:
   DC
   e. ZIP CODE:
   20463

22. UNITED STATES OF AMERICA (b) (2)
23. NAME (Typed):
    Jacquelyn Connell

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

REQUISITION OFFICE
SUPPLEMENTAL INVOICING INFORMATION

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

RECEIVING REPORT

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

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

REPORT OF REJECTIONS

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

OPTIONAL FORM 347 (REV. 3/2005) BACK
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE $</th>
<th>AMOUNT $</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Accounting and Appropriation Data:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b)(4) &amp; (b)(2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Cost Applied: $13,912.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Access to Lexis-Nexis Database for Fiscal Year 2008 and Mathew Bender for 15 Users</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>1 YR: $35,472.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong><strong>NOTE DUE TO CR No:1 PO FOR 2 MONTHS ONLY</strong></strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0001</td>
<td>Database Access</td>
<td>(b)(4)</td>
<td>MO</td>
<td>(b)(4)</td>
<td>13,912.00</td>
</tr>
</tbody>
</table>
**FEDERAL ELECTION COMMISSION**
**PROCUREMENT REQUEST**

<table>
<thead>
<tr>
<th>DATE OF REQUEST</th>
<th>DATE NEEDED</th>
<th>NAME, ADDRESS, AND PHONE NUMBER OF SUGGESTED VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>9/25/07</td>
<td>ASAP</td>
<td>LEXIS NEXIS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1150 Eighteenth Street, NW</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SUITE 600</td>
</tr>
<tr>
<td></td>
<td></td>
<td>WASHINGTON, DC 20036</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ATTENTION: James R. Rutherford</td>
</tr>
</tbody>
</table>

**LETIA HOLLEY**
**OFFICE**
**LAW LIBRARY RM 801**
**PHONE**
**202-694-1600**
**SIGNATURE OF OFFICE HEAD**

**Brief Description of Supplies/Services**

LEXIS-NEXIS DATABASE USE FOR FISCAL YEAR 2008
and Matthew Bender for 15 users

<table>
<thead>
<tr>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Final Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b)</td>
<td>(4)</td>
<td></td>
<td>83,472.00</td>
</tr>
</tbody>
</table>

**TOTAL**

83,472.00

**DATE RECEIVED IN ADMIN**

**SEARCHER'S NAME/DATE**

**BUSINESS CLASSIFICATION DATA**

- TYPE OF BUSINESS [ ] SMALL [ ] LARGE [ ] OTHER ENTITY
- TYPE OF CONTRACTOR [ ] WOMAN OWNED [ ] SHELTERED WORKSHOP

**SOURCES SEARCHED**

- [X] FFC STOCK [ ] GSA STOCK
- [X] OPEN MARKET (VENDORS)
- [ ] FEDERAL SUPPLY SCHEDULE

**RESULT OF SEARCH/REASON**

**ORDER TO BE PLACED WITH**

**ACCOUNTING DATA**

**APPROVALS**

<table>
<thead>
<tr>
<th>ADMINISTRATIVE OFFICER SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>PLANNING/BUDGET OFFICER SIGNATURE</th>
<th>DATE</th>
</tr>
</thead>
</table>

**FEC FORM 10**
INVESTMENT OFFER SUMMARY

The following Proposal for
Renewal of the Volume Bonus Plan Subscription
was created exclusively for
Federal Election Commission

<table>
<thead>
<tr>
<th>Monthly Investment</th>
<th>Annual Investment</th>
<th>Actual Annual Allowable Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) (4)</td>
<td>(b) (4)</td>
<td>$236,232 x the annual investment</td>
</tr>
</tbody>
</table>

The Volume Bonus Plan offers significant reductions in per search costs with no restrictions on the number of simultaneous users and no variance in monthly invoice, provided that annual actual use remains within the purchased allowable usage zone. For this commitment of renewal, Federal Election Commission will receive a significant zone of total allowable usage above & beyond the monthly investment. All information charges, including connect, telecommunications, and printing, as well as subscription charges are included in the monthly commitment charge.

**Subscription Menu Includes:** News, Legal, Company & Financial, Public Records and Matthew Bender Federal materials.

In addition to the information provided within the LexisNexis Subscription, Federal Election Commission will receive customizable training (Consultant-run or Telephonic at 1-800-227-9597 x51667), targeted technical support, regular usage and management reports, and knowledgeable 24 hour x 7 days a week Customer Service.

**Implementation Schedule:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Implementation Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 27, 2006</td>
<td>Proposal Delivery</td>
</tr>
<tr>
<td>August 20, 2006</td>
<td>Confirmation of Commitment &amp; Intent via Signed Letter of Intent</td>
</tr>
<tr>
<td>October 1, 2006</td>
<td>Contract Start Date</td>
</tr>
<tr>
<td></td>
<td><strong>Federal Election Commission</strong> delivers payment information and invoicing begins</td>
</tr>
</tbody>
</table>
LEXISNEXIS PRICING SCHEDULES

CONTRACT INFORMATION

TAX ID: (b) (3) (A) Reed Elsevier dba LexisNexis

DUNS#: 87-767-2683 Reed Elsevier dba LexisNexis

CAGE CODE: IVVN8 Reed Elsevier Inc., dba LexisNexis

LexisNexis Purchase Order Address:
LexisNexis
1150 Eighteenth Street, NW
Suite 600
Washington, DC 20036
Attention: James R. Rutherford

LexisNexis Remit To Address:
LexisNexis
P.O. Box 7247-7090
Philadelphia, PA 19170-7090
REMITTANCE INFORMATION

ACH Vendor Payment Information

Our payment preference is ACH. For your use, our ACH payment information is:

Payee/Company Information:
LexisNexis Taxpayer ID #: 58-1012003
9393 Springboro Pike Duns #: 87-767-2683
Miamisburg, OH 45342
Contact: Linda Troutman Phone #: (b) (6)

Bank Information:
Bank One – Dayton
P.O. Box 1103
Dayton, OH 45401-1103
Routing Transit Number: (b) (4)
Account Title: Domestic
Account Number: (b) (4)
Type Account: Checking

You may also mail your Standard Form SF-3881 to the address listed for the Payee/Company Information. Attention: Linda Troutman, B2F4. The form may also be faxed to Linda Troutman at: (b) (6)

Payments Made By Check
Should you prefer to pay by check, our remittance address is:

LexisNexis

James R. Rutherford
Manager, Federal Government Contracts

(b) (6)
ORDER FOR SUPPLIES OR SERVICES

1. DATE OF ORDER: OCT 03, 2008
2. CONTRACT NO. (If any): GS02F0046M
3. ORDER NO.: FE-09-G-003
4. REQUISITION/REFERENCE NO.: PR-09-0034
5. ISSUING OFFICE (Address correspondence to): CFO4 FEDERAL ELECTION COMMISSION, ATTN: PROCUREMENT AND CONTRACTING, 999 "E" STREET NW WASHINGTON, DC, 20463, USA
6. NAME OF CONTRACTOR: REED ELSEVIER, INC. - d.o.b. Lewis, Denis
7. STREET ADDRESS: 1150 18TH ST NW STE 800 ATTENTION: JAMES RU
8. CITY: WASHINGTON
9. STATE: DC
10. ZIP CODE: 20036
11. ACCOUNTING AND APPROPRIATION DATA: Obligated Amount: $36,870

12. F.O.B. POINT: FEC
13. PLACE OF DELIVERY: OCTOBER, 2008
14. GOVERNMENT BILL NO.: 97-09-870
15. DELIVER TO F.O.B. POINT OR BEFORE (Date): SEP 30, 2009

16. DISCOUNT TERMS: 

17. SCHEDULE (See reverse for Rejections)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>QUANTITY ACCEPTED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>See Continuation</td>
<td>Page For Line Item Details</td>
<td>$36,870</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

18. SHIPPING POINT:
19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.:

21. MAIL INVOICE TO: CFO1

<table>
<thead>
<tr>
<th>SEE BILLING INSTRUCTION ON REVERSE</th>
</tr>
</thead>
<tbody>
<tr>
<td>a. NAME: BRETT ZEILEN</td>
</tr>
<tr>
<td>b. STREET ADDRESS (or P.O. Box): FEDERAL ELECTION COMMISSION 999 &quot;E&quot; STREET NW, ATTN: FINANCE OFFICE RM 820A</td>
</tr>
<tr>
<td>c. CITY: WASHINGTON</td>
</tr>
<tr>
<td>d. STATE: DC</td>
</tr>
<tr>
<td>e. ZIP CODE: 20036</td>
</tr>
</tbody>
</table>

22. UNITED STATES OF AMERICA BY (Signature): Bret Zeilen (b) (2)

23. NAME (Typed): Bret Zeilen (b) (2)

TITLE: CONTRACTING/OFFICER

OPTIONAL FORM 347 (REV. 3/2008)
Prepared by GSA/FR 48 CFR 92 213ed

AUTHORIZED FOR LOCAL REPRODUCTION PREVIOUS EDITION NOT USABLE

DATE: 10/26/08
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES/SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE S</th>
<th>AMOUNT S</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>CONTRACTOR SHALL SUBMIT MONTHLY USAGE STATEMENTS - HOWEVER BILL/INVOICE</td>
<td>(b) (4)</td>
<td>YR</td>
<td>(b) (4)</td>
<td>86,467.00</td>
</tr>
<tr>
<td></td>
<td>BASE PERIOD IS PARTIALLY FUNDED DUE TO FY2009 CR. PLEASE NOTE THAT ONLY $36,870</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>IS AVAILABLE AT THIS TIME. ALL OTHER ITEMS ARE SUBJECT TO THE AVAILABILITY OF FUNDS.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>BASE PERIOD: ACCESS TO LEXIS NEXIS DATABASES THROUGH FY 2009 IN ACCORDANCE</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>WITH THE ATTACHED PROPOSAL.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Accounting and Appropriation Data:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b)(4) &amp; (b)(2) $36,870.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0002</td>
<td>OPTION YEAR #1 - FY2010 SERVICES: ACCESS TO LEXIS NEXIS DATABASES THROUGH FY 2009</td>
<td>1.00</td>
<td>YR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>IN ACCORDANCE WITH THE ATTACHED PROPOSAL.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0003</td>
<td>OPTION YEAR #2 - FY2011 SERVICES: ACCESS TO LEXIS NEXIS DATABASES THROUGH FY 2011</td>
<td>1.00</td>
<td>YR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>IN ACCORDANCE WITH THE ATTACHED PROPOSAL.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0004</td>
<td>OPTION YEAR #3 - FY2012 SERVICES: ACCESS TO LEXIS NEXIS DATABASES THROUGH FY 2012</td>
<td>1.00</td>
<td>YR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>IN ACCORDANCE WITH THE ATTACHED PROPOSAL.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0005</td>
<td>OPTION YEAR #4 - FY2013 SERVICES: ACCESS TO LEXIS NEXIS DATABASES THROUGH FY 2013</td>
<td>1.00</td>
<td>YR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>IN ACCORDANCE WITH THE ATTACHED PROPOSAL.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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LexisNexis Content Offering for FEC

NEWS CONTENT OVERVIEW

LexisNexis data collections include more than 41,000 news and business sources and more are added every day. We provide full-text news sources from U.S. and overseas newspapers, magazines, journals, newsletters, wires, and broadcast transcripts with some coverage even before 1960. This collection also includes news and business abstracts from thousands of information sources.

Many of the major papers are online within the same day of publication and most others within 72 hours. Most wires are updated within minutes or hours of publication, with some wires updated on a continuous feed from the source of information.

Newspapers

With thousands of newspapers online, most major papers online the same day as publication, LexisNexis brings FEC users face-to-face with the world. LexisNexis will provide FEC access to top United States newspapers, an extensive collection of full-text regional and local newspapers plus many leading foreign papers. LexisNexis will provide the FEC culturally and geographically diverse newspaper coverage to help support critical decisions. Full text U.S. newspapers include:

2. The Washington Post from 1977
3. Los Angeles Times from 1985
4. USA Today from 1989
5. The Philadelphia Inquirer from 1994

Regional News

LexisNexis will provide FEC geographically diverse newspaper coverage (averaging 21 papers per state) to help support critical decisions. LexisNexis includes a regional collection that spans the country and includes such publications as The Evening Sun (Hanover, PA); The Morning Call (Allentown, PA); Patriot News (Harrisburg, PA); The Philadelphia Daily News (PA); The Virginian-Pilot (Norfolk, VA); Pittsburgh Post-Gazette (PA); and The York Dispatch (York, PA)

Magazines and Journals

LexisNexis will provide FEC users magazines and journals such as Newsweek, Business Week, Time, Foreign Affairs, Forbes, The Economist, Fortune, Harvard Business Review, and US News & World Report—online. To keep users in touch with the past, Business Week, The
Economist, and Forbes are archived from 1975, and Harvard Business Review and Fortune from 1977. Hundreds of leading trade publications, including The Chronicle of Higher Education (full text from September 1997 to current) and Information Today are also available.

**Wire Services**

LexisNexis will provide FEC users more than 275 U.S. and foreign wire services with update schedules that range from minutes to within a day. Additionally, approximately 70 wires are continuous feed news wires updated throughout the day. Leading newswires include AP, UPI, FDCH, Jiji Press Ticker, Xinhua, TASS, and Middle East.

**Broadcast Transcripts**

LexisNexis will provide FEC users today's top transcripts of radio and television broadcasts. Listed below are just some of the transcripts available:

- ABC, NBC, CBS, and Fox News Transcripts
- Federal Document Clearing House Congressional Testimony
- CNBC/Dow Jones Business Video
- MSNBC
- CNN - a LexisNexis exclusive
- CNN Financial Network
- CNN International
- National Public Radio
- CTV Television
- The NewHour with Jim Lehrer
- The Nightly Business Report
- Channel NewsAsia
- Official Kremlin International News Broadcasts
- Presidential Campaign Press Material

**LEGAL CONTENT OVERVIEW**

The LexisNexis collection includes federal and state case law, including unpublished opinions. Court synopses and head notes are provided when released as part of the “official” court documents as well as proprietary head notes from the Supreme Court Lawyers' Edition and several states. All cases, published and unpublished, carry the unique Core Terms immediately upon publication.

We group and organize our content to be conducive to the research of both legal and non-legal users, so you can quickly and easily access the legal materials you need.

Highlights of our legal content include:

- Federal and state case law
- Administrative Releases and Decisions
- Federal and State Legislative Materials
PUBLIC RECORDS CONTENT OVERVIEW

With a level of reliability unmatched in the industry, LexisNexis provides access to one of the largest collections public records, publicly available proprietary data, and news information on individuals and businesses. Coverage includes over 3.5 billion individual and business records pooled from more than 2,500 sources and is updated within 24-48 hours of receipt from our licensors and source vendors.

Federal Election Commission will have immediate access to up-to-date information including:

- Assets, motor vehicles, watercraft, aircraft registrations
- Multiple Person directories
- Multiple Business locators
- Multiple telephone sources
- Bankruptcy, liens, judgments, jury verdicts and settlements
- Professional licenses, medical professions licenses
- Real property records - Deed transfers and personal property ownership data
- Secretary of State corporation filings and nationwide franchise index
- Death records, (only available thru RiskWise), UCCs, COA, Court dockets
- Voter registrations, incorporations, marriage/divorce records, criminal history records
The Return on Investment for the FEC

The FEC can maximize its return on the time you invest in research by selecting a total research system that will drive productivity and ensure confident decision-making by providing faster, more reliable answers through innovative solutions and a vast collection of reputable sources.

- Proven track record of providing exceptional value.
- Customized consultation and training at no additional cost
- One-stop shopping for legal, news, legislative, financial and public records research needs.
- Domestic and international news from leading newspapers, magazines, wire services, transcripts and newsletters.
- LexisNexis® at www.lexis.com provides easy accessibility via the Internet using a standard Web browser. The LexisNexis® Total Research System provides easy, intuitive navigation and sources that include one of the largest public records collections on the Web
- Effortless downloading, printing, faxing and e-mailing capabilities.
- Award-winning Support -- Capitalize on the expertise of the highly qualified professionals within our dedicated LexisNexis Account Team. Onsite and Telephonic Consultants help you identify ways to streamline your workflow using LexisNexis solutions, and also tailor training to your particular needs. And, Customer Service experts offer you round-the-clock search or technical assistance.
- Account Team dedicated solely to the needs of LexisNexis for federal government professionals
- In addition to the information provided within the LexisNexis Subscription, will receive customizable training (Consultant-run or Telephonic at 1-800-227-9597 x51667), targeted technical support, regular usage and management reports, and knowledgeable 24 hour x 7 days a week Customer Service.
- Superior Search Capabilities
- News and Business – Access 30,000+ sources for complementary news and business information
- Historical - We are the only information provider to offer archival (often up to three-years) real property records
- Coverage - Broader coverage in the area of personal property and people locators
- Person Locators - Locates an individual’s address, previous address, and phone number in the industry’s most current and comprehensive nationwide database
- Full-text searching /Complete Searching Flexibility – No mandatory search fields means
- Sounds Like Feature – finds phonetic matches/nicknames and ranks the results
- Connectors -- Boolean searching connectors make searching easier with the addition of terms to focus your results for best results.
Price Quote for Product And Services

LexisNexis will continue to provide online research services to the FEC at a flat rate under our Volume Bonus Plan (VSP). This pricing, coupled with our superior content and access, makes our proposal the best value for the FEC’s research needs. We are committed to providing the best solutions, training, and support in our pricing model for the FEC so that the government can achieve a positive return on this investment.

Base Year Description:

Content: News, Legal, Company & Financial, Public Records, Shepards™ for all FEC users and Matthew Bender Federal materials for 15 users
Period of Performance: 09/01/2008 – 08/31/2009
Annual Commitment: $88,487
Invoices will be generated in the amount of(b) (4) per month.
Annual Zone of Allowable Use: (b) (4) the invoice amount ($353,948)

Base Year

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Qty</th>
<th>Price per Month</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>001</td>
<td>LexisNexis monthly subscription covering 10/01/2008 – 09/30/2009 Access via lexis.com and Nexis.com to comprehensive legal, news, business and public records information and related services including Matthew Bender Federal Practice for 15 users</td>
<td>(b) (4)</td>
<td></td>
<td>$88,487</td>
</tr>
</tbody>
</table>

TOTAL $88,487

Exercising the Option Years:

To exercise the option years listed below, please contact your LexisNexis Account Manager within 30 days of the expiration of the base year period listed in table 1 below.

Option Years

<table>
<thead>
<tr>
<th>Year</th>
<th>Description</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Ext. Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>001 option</td>
<td>LexisNexis monthly subscription covering 10/01/2010 – 09/30/2011 Access via lexis.com and Nexis.com to comprehensive legal, news, business and public records</td>
<td>12 Months</td>
<td>(b) (4)</td>
<td></td>
</tr>
<tr>
<td>Option</td>
<td>Description</td>
<td>Duration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>-----------------------------------------------------------------------------</td>
<td>------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>002</td>
<td>LexisNexis monthly subscription covering 10/01/2012 - 09/30/2013 Access via lexis.com and Nexis.com to comprehensive legal, news, business and public records information and related services including Matthew Bender Federal Practice for 15 users</td>
<td>12 Months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>003</td>
<td>LexisNexis monthly subscription covering 10/01/2014 - 09/30/2015 Access via lexis.com and Nexis.com to comprehensive legal, news, business and public records information and related services including Matthew Bender Federal Practice for 15 users</td>
<td>12 Months</td>
<td></td>
<td></td>
</tr>
<tr>
<td>004</td>
<td>LexisNexis monthly subscription covering 10/01/2016 - 09/30/2017 Access via lexis.com and Nexis.com to comprehensive legal, news, business and public records information and related services including Matthew Bender Federal Practice for 15 users</td>
<td>12 Months</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL IF ALL OPTIONS EXERCISED** $410,299*

*Annual Zone of Allowable Use: 4x the invoice amount

**Volume Bonus Plan (VBP)**

VBP offers significant reductions in per search costs with no restrictions on the number of simultaneous users and no variance in monthly invoice, provided that annual actual use remains within the purchased allowable usage zone. (Terms and Conditions attached)

For this commitment of renewal the FEC will receive a significant zone of total allowable usage above and beyond the monthly investment. All information charges, including connect, telecommunications, and printing, as well as subscription charges are included in the monthly commitment charge.
Pricing for Key Content Add-On Options

**LEGISLATIVE & REGULATORY IMPACT® FOR ALL FEC USERS**

<table>
<thead>
<tr>
<th>Monthly Investment</th>
<th>Annual Investment</th>
<th>Actual Annual Allowable Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) (4)</td>
<td></td>
<td>unlimited</td>
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</tbody>
</table>

**STANDARD EXCLUSION PACKAGE FOR ALL FEC USERS**

<table>
<thead>
<tr>
<th>Monthly Investment</th>
<th>Annual Investment</th>
<th>Actual Annual Allowable Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) (4)</td>
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<td>$48,000</td>
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**SMARTLINX™ PUBLIC RECORDS FOR ALL FEC USERS**

<table>
<thead>
<tr>
<th>Monthly Investment</th>
<th>Annual Investment</th>
<th>Actual Annual Allowable Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>(b) (4)</td>
<td></td>
<td>$72,000</td>
</tr>
</tbody>
</table>

(Note: escalation rates for Add-On content in option years are 5% per year)

**Additional Content Add On Options**

The following optional content constitutes the LexisNexis Standard Subscription Exclusion Package for federal government professionals under the LexisNexis Volume Bonus Plan.

**COMPANY ANALYZER**

A due diligence solution, where 36 in-depth legal, business, financial and public record sources are accessed with just one search.

**CONTINUING EDUCATION OF THE BAR LIBRARY (CEB)**

The Regents of the University of California, Continuing Education of the Bar -- California offers an educational program for the benefit of practicing lawyers.
CONTINUING LEGAL EDUCATION LIBRARY (CLE)

The Continuing Legal Education library provides access to listings of Continuing Legal Education (CLE) seminars (current and archived), ALI-ABA and IRS course study materials, helpful, and how-to guides from the National Institute for Trial Advocacy a CLE materials from the Florida Bar and the Illinois Institute for CLE.

DUN & BRADSTREET LIBRARY (D&B)

The Dun & Bradstreet Library provides a vast, reliable base from which information can be obtained on more than 50 million domestic and international businesses. This library allows you to use custom file selection. Excludes the D&B gateway reports which are available transactionally only.

MARKETS AND INDUSTRY LIBRARY (MARKET)

The Market and Industry Library contains an extensive variety of publications covering advertising, marketing, market research, public relations, sales and selling, promotions, consumer attitudes and behavior, demographics, product announcements and reviews. Industry overviews, searchable by industry or source, are also provided. The library allows you to use custom file selection.

MARKETSPAN DOCKET SUMMARIES

MarketSpan, Inc. provides online docket summaries extracted from the accessible electronic civil dockets of the US District Courts (USCIVL) through the Public Access to Court Electronic Records (PACER) system.

MATTHEW BENDER SUITE

The Matthew Bender library contains wealth of valuable reference materials from the well-known and respected publisher, Matthew Bender. Titles included cover such diverse areas as bankruptcy, intellectual property, immigration, mergers & acquisitions, tax, estate planning, general practice and information for a number of states. * excluded Tax and Accounting Service and Tax and Accounting Service Plus

MERGERSTAT, M & A DATABASE

The Mergerstat database provides detailed information on mergers, acquisitions and divestitures that are publicly announced. It covers U.S. transactions and cross border transactions involving a U.S. parent company where the equity value is greater than $1 million and represents at least a 10 percent interest.
ONLINE LEGAL FORMS LIBRARY (FORMS)

The Online Legal Forms library provides the most comprehensive collection of legal practice forms available from an online service. The forms can be searched by a table of contents or free text and an image of the first page of the form is available without charge.

STATISTICAL UNIVERSE LIBRARY (UNIVRS)

The Statistical Universe library includes the American Statistics Index (ASI) and the Statistical Reference Index (SRI). ASI and SRI provide bibliographic data, summaries and a listing of charts and tables for statistical publications.

LEGISLATIVE & REGULATORY IMPACT®

LexisNexis is the exclusive on-line provider for Legislative Impact® and Regulatory Impact® and all future product offerings available through Potomac Publishing Company®.

Legislative Impact® tracks how, where and when federal laws interact with one another. In today’s increasingly complex statutory environment, this can be a Herculean task for even the most capable attorney or paralegal. Legislative Impact® delivers this information while also assessing the potential impact of bills currently before Congress to give attorneys a heads-up of what will be next over the legislative horizon. Together with its counterpart, Regulatory Impact®, which performs the same authoritative cross-referencing of federal regulations, the two databases combine to form a powerful suite of legal intelligence products that effectively complement the complete range of LexisNexis services.

LEXISNEXIS SMARTLINX™

SmartLinx™ is a powerful investigative/research solution used by government agencies, law enforcement officials, Special Investigative Units (SIUs) and insurance risk managers to sift through billions of public records to establish links between related entities. The answer is delivered in one comprehensive summary report.

Entities such as a person, company, or organization’s name, a license or registration number, an address, zip code, or telephone numbers are linked to other public records where that entity appears. Sophisticated software applications analyze each record to determine that these linked entities, regardless of possible spelling, formatting, or other variations are actually the same.

The SmartLinx™ solution fully complies with the non-public information provisions of the Gramm Leach Bliley Act that went into effect July 1, 2001. It also complies with all other applicable laws, including the Federal Driver’s Privacy Protection Act, and principles respecting privacy and the responsible use of public records by which LexisNexis abides.

SmartLinx™ contains information from over 1,400 sources of public records information including:

1 County tax-assessor, real-property records and deed transfers;
2 Property finance information, including mortgage filings;
3 Secretary of State corporation and limited partnership records;
4 Limited liability corporation information;
5 DBA/fictitious business names;
6 UCC filings, judgments and liens;
7 Bankruptcy filings;
8 Business credit reports and company profiles;
9 Person- and business-locator information including driver’s license, motor vehicle
registrations, white-pages and U.S. census information and voting registration indices.

Benefits of Optional Content Add-Ons to FEC

- Data currentness - new data will be updated daily, available within 24 hours.
- Assures accuracy by providing the latest data.
- Better layout for reports – cleaner, more “sectional” look. Easier to find the section of the
  report you are interested in.
- Clickable elements from the cite list – new ability to link to different reports form the cite
  list.
- Saves time – users can easily get detailed reports on address, etc. right from the cite list.
- Ability to search by proximity - Allows the customer to search for items within a radius
  of an address element (zip code, city/state)
- Improves speed and accuracy of finding the correct data.
- Currently users have to know the exact zip code or city (or hunt around in a long cite list
  to find the right individual or business.
- Ability to use a “sounds like” feature – Allows the customer to expand the search beyond
  the straight Boolean match to a fuzzy match on the last name.
- Improves speed an accuracy of finding the correct data.
- Users will be less likely to miss their target because they were unaware of the spelling of
  the name.
Your Lexisnexis Account Team

ACCOUNT MANAGEMENT

Kathy J. Condon

(b) (6)

I will conduct quarterly visits to provide the following:

- Conduct Usage Analysis
- Present Usage Trends
- Update you on New Solutions
- Implement ways to Promote Library Initiatives
- Provide New Product Demonstrations

TRAINING

Daniel Odenwald, Research Consultant

(b) (6)

Dan will be your main point of contact for your training needs and the following:

- Present 2008 Training Plan
- New Product Demonstrations & Enhancements
- Research Tips
- Library Staff Training Sessions
- Intern Training Session

INFORMATION PROFESSIONAL RESOURCE

(b) (6)

Marie Kaddell is available to provide the following:

- Effective marketing solutions for your library
- Updates on how other government and corporate libraries are demonstrating value to their organizations
- Continued assistance in maintaining balance of online and offline sources for FEC's library
# Implementation Schedule

<table>
<thead>
<tr>
<th>DATE</th>
<th>IMPLEMENTATION PLAN</th>
</tr>
</thead>
<tbody>
<tr>
<td>26-Aug-08</td>
<td>Proposal Delivery</td>
</tr>
<tr>
<td>15-Sep-08</td>
<td>Confirmation of Commitment &amp; Intent. Confirmation of Payment Method/Purchase Order.</td>
</tr>
<tr>
<td>1-Oct-08</td>
<td>Contract Start Date</td>
</tr>
</tbody>
</table>
LexisNexis Terms and Conditions

Volume Bonus Plan

1. The Volume Bonus Plan offers a Government customer the opportunity to purchase significant access to the Online Services at a flat rate. The volume calculation is based upon the size of the customer, database content, and either their growth percentage commitment over the prior year’s usage for existing customers or their anticipated use of the Online Services for new customers.

2. The Volume Bonus Plan offers a customer significant reductions in their per hour or per search costs with no restrictions on the number of simultaneous users. If a customer remains within their purchased usage zone, the price increase for the following fiscal year will not be greater than 6%. Any use above the purchased usage zone is used to calculate the price increase for the following year. No penalty will accrue in the current year for exceeding the purchased usage zone except as noted in section (12).

3. A variety of databases and menu options will be offered for legal, news, financial and public records materials under the Volume Bonus Plan allowing customers to choose the materials that best meet their research needs. Prices vary based on the content selected.

4. The yearly fee is calculated based on the size of the agency and the agency’s growth commitment and is customized by your account manager. The yearly fee can be paid in twelve (12) equal monthly installments or prorated for a partial year. For this commitment, the customer will receive a significant zone of total allowable usage. All information charges, including connect, telecommunications and printing as well as subscription charges are included in the monthly commitment charge. All use is recorded at undiscounted rates (hourly or per search).

5. For any customer who does not reach their annual commitment amount and who chooses to continue use of the Online Services, LexisNexis will work with the customer to develop a mutually agreeable solution.

6. A customer must identify all participating offices by name and location. A customer may add additional users to the identified offices during the year at no additional charge. Call your account manager for a customized price quote.

7. LexisNexis reserves the right to exclude from this plan any features and materials added to the Online Services after the effective date or files which must be excluded from Volume Bonus pricing due to new restrictions within contracts with source providers. Files that are currently excluded from the Volume Bonus Plan are included in the “Exclusion Materials” lists.

8. LexisNexis will review customer’s actual monthly use. In the event the average use exceeds ten (10) times the monthly commitment amount for three (3) consecutive months or if 12 months usage exceeds ten (10) times the annualized commitment amount, LexisNexis and the customer and/or FEDLINK will renegotiate in good faith the monthly commitment amount.

General Terms and Conditions and Supplemental Terms for Specific Materials, govern the use of the Online Services.

LexisNexis

17
Contract information:

TAX ID: (b) (3) (A) Reed Elsevier Inc., dba LexisNexis
DUNS#: 87-767-2683 Reed Elsevier Inc., dba LexisNexis
CAGE CODE: 1VVN8 Reed Elsevier Inc., dba LexisNexis
LexisNexis Purchase Order Address: Mail to:
Reed Elsevier Inc., dba/LexisNexis LexisNexis
9393 Springboro Pike 1150 Eighteenth Street, NW
Miamisburg, OH 45342-4424 Suite 600
Attention: James Rutherford Washington, DC 20036-3843
Attention: James Rutherford

Contractor's Central Registry (CCR): [https://www.bpn.gov/CCRS/search/search.aspx](https://www.bpn.gov/CCRS/search/search.aspx)
To find the correct address information for LexisNexis in CCR, use either:

DUNS: 877672683
CAGE: 1VVN8

Contract Numbers:
GSA – SCHEDULE 76 – Publication Media GS-02F-0048M expires 06/30/2012
For catalog and price list access, see GSA Advantage! [http://www.gsaadvantage.gov](http://www.gsaadvantage.gov)
Library of Congress (FEDLINK) Indefinite Delivery – Indefinite Quantity (IDIQ)
03CSFC70103 expires 10/2008 (Transfer, Direct, & Direct Express) [http://www.loc.gov/flicc](http://www.loc.gov/flicc)

Incorporation information:

REED ELSEVIER INC. - Taxpayer ID: (b) (3) (A)
275 Washington Street
Newton, MA 02158
(617) 964-3030
Incorporated: Massachusetts - 7/22/86
Remittance Information

AC/CI Vendor Payment Information

**Payee/Company Information:**
LexisNexis Taxpayer ID #: (b) (3) (A)
9393 Springboro Pike Duns #: 87-767-2683
Miamisburg, OH 45342
Contact: Linda Troutman Phone #: (b) (6)

**Bank Information:**
JPMorgan Chase Bank, NA Routing Transit Number: (b) (4)
40 North Main Street Account Title: Domestic
Dayton, OH 45402 Account Number: (b) (4)
Type Account: Checking

**For Wires:**
JPMorgan Chase Bank Routing Transit Number: (b) (4)
40 North Main Street Swift Code: (b) (4) (for International)
Dayton, OH 45402

**Payee/Company Information,**
Attention: Linda Troutman, B2 / F4. The form may also be faxed to Linda Troutman at:
(b) (6)

**Remittance Addresses:**
LexisNexis LexisNexis CourtLink
P.O. Box 7247-7090 P.O. Box 7247-6882
Philadelphia, PA 19170-7090 Philadelphia, PA 19170-6882
TIN: (b) (3) (A) TIN: (b) (3) (A)
POC: Linda Troutman POC: Laura Phillips
(b) (6) (b) (6)

**For further information, call:**
James Rutherford
Manager, Federal Government Contracts

(b) (6)
LexisNexis®...For Results Driven Government

Information Solution Proposal for FY2009
Presented to the
Federal Election Commission

Prepared by:
Account Manager: Kathy J. Condon
1150 18th Street, NW, Suite 600
Washington, DC 20036

(b) (6)

This proposal includes data that shall not be disclosed outside the Federal Election Commission (FEC) or any other department necessary to process an order, and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, FEC shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit FEC the right to use information contained in the proposal if it is obtained from another source without restriction. The entire proposal shall be subject to the restrictions contained herein. In addition, this data is exempt from disclosure pursuant to the Freedom of Information Act, 5 U.S.C. §522(b)(3) and (4)
August 27, 2008

Dear Ms. Holley:

On behalf of LexisNexis, I am pleased to submit this proposal for renewal with a base year and four option years that allows the Federal Election Commission (FEC) to continue direct access to the LexisNexis collection of more than 41,000 sources across premier Legal, News, Business & Financial, Public Records and Matthew Bender content. Also offered is optional premium add-on content such as the LexisNexis Standard Exclusion Package, SmartLinx™ and Legislative & Regulatory Impact® solutions.

In this proposal, LexisNexis offers a renewal of the existing Volume Bonus Plan subscription, which allows for significant reductions in per-search costs with no restrictions to the number of simultaneous users and no variance in monthly commitment charges. The services may be procured through Fedlink, OSA or via a direct contract with LexisNexis.

I look forward to working with you and to furthering our relationship with the FEC and want to make your use of the LexisNexis services a viable investment with a positive result. If you have any questions regarding this proposal, please feel free to contact me at (b) (6) or (b) (6)

Best Regards,

//signed//

Kathy J. Condon
LexisNexis National Account Manager
Advanced Government Solutions
SUPPLEMENTAL INVOICING INFORMATION

If desired, this order (or a copy thereof) may be used by the Contractor as the Contractor's invoice, instead of a separate invoice, provided the following statement, signed and dated, is included:

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

RECEIVING REPORT

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

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

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

OPTIONAL FORM 347 (REV 3/2005) BACK
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. B0006A
3. EFFECTIVE DATE Jan 12, 2007
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (If applicable)

6. ISSUED BY FEDERAL ELECTION COMMISSION
   (b) (2)
   999 "B" ST., NW ATTN: DONNA SHORT
   WASHINGTON, DC 20463
   SAM STEWART
   (b) (2)

7. ADMINISTERED BY (If other than Item 5) FEDERAL ELECTION COMMISSION
   (b) (2)
   ATTN: SAM STEWART
   WASHINGTON, DC 20463

8. NAME AND ADDRESS OF CONTRACTOR Vendor ID: 00000758
   (No., Street, County, State and Zip Code)
   LexisNexis
   1150 Eighteenth Street, NW
   Suite 600 Attn: James R. Rutherford
   Washington DC 20036

   DUNS: 877672683
   CAGE:

   (X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

10B. DATED (SEE ITEM 13)
       Jan 12, 2007

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 9 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 within 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)
   (b)(4) & (b)(2) ☐ 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 PERSUANT 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 SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (g).

   (such as changes in paying office, appropriation date, etc.)

   C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

   D. OTHER (Specify type of modification and authority)

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 UDM section headings, Including solicitation/contract subject matter where feasible.)

   Purchase Order number FB7AB0006 is hereby modified to change name and address of Contractor to the
   above and to change the Duns number to 877672683 and to change the TIN to (b)(3)(A) , also to include
   the GSA Contract number; GS02P0048M and reference the Remit address: LexisNexis, P.O. Box
   7247-7090, Philadelphia, PA 19170-7090 All other terms and conditions remain the same.

Except as provided herein, all terms and conditions of the document referenced in Item 8A 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)

SYLVIA BUTLER
Admin Officer
(b) (2)

15B. CONTRACTOR/OFFEROR

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

16D. SIGNATURE OF SIGNER

16E. SIGNATURE OF CONTRACTING OFFICER

NSN 7540-01-152-0070
PREVIOUS EDITIONS UNUSABLE

30-105
STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA FAR (48 CFR) 52.243

ADMINISTRATIVE
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY</th>
<th>UI</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0002</td>
<td>Purchase Order number FE7AB00006 is hereby modified to change name and address of Contractor to the above and to change the Duns number to 877672683 and to change the TIN to (b)(3)(A) . also to include the GSA Contract number: GS02F0048M and reference the Remit address: LexisNexis, P.O. Box 7247-7090, Philadelphia, PA 19170-7090</td>
<td>1 EA</td>
<td>0.00</td>
<td></td>
<td>0.00</td>
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</table>

PR #: FEC10-07-4418
FEDERAL ELECTION COMMISSION PROCUREMENT REQUEST

<table>
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<tr>
<th>REQUEST DATE</th>
<th>DATE NEEDED</th>
<th>NAME, ADDRESS &amp; PHONE OF SUGGESTED VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/9/2007</td>
<td>1/16/2007</td>
<td>LexisNexis</td>
</tr>
<tr>
<td>REQUERETER'S NAME</td>
<td></td>
<td>1150 Eighteenth Street, NW</td>
</tr>
<tr>
<td>Sam Stewart</td>
<td></td>
<td>Suite 600</td>
</tr>
<tr>
<td>OFFICE</td>
<td>PHONE</td>
<td>Washington, DC 20036</td>
</tr>
<tr>
<td>Admin.</td>
<td></td>
<td>Attention: James R. Rutherford</td>
</tr>
<tr>
<td>OFFICE HEAD SIGNATURE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dylan F. Buttel</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BRIEF DESCRIPTION OF SUPPLIES / SERVICES</th>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>FINAL COST</th>
<th>ADMIN</th>
</tr>
</thead>
<tbody>
<tr>
<td>Modify Purchase Order number FE7AB0006 to change name and address of Contractor to the above and to change the Duns number to 877672683 and to change the TIN to (b) (3) (A) also to include the GSA Contract number: GS02F0048M and reference the Remit address: LexisNexis, P.O. Box 7247-7090, Philadelphia, PA 19170-7090</td>
<td>4418</td>
<td></td>
<td></td>
<td></td>
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</table>

Name Of Vendor: LexisNexis

<table>
<thead>
<tr>
<th>Call#</th>
<th>Grand Total</th>
<th>Time Order Placed</th>
<th>Date Order Placed</th>
<th>APPROVAL SIGNATURES:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Contact Name: James R. Rutherford

<table>
<thead>
<tr>
<th>Contract Number</th>
<th>Purchase Order Number</th>
<th>Accounting Data</th>
</tr>
</thead>
<tbody>
<tr>
<td>GS02F0048M</td>
<td>FE7AB0006A</td>
<td>(b)(4) &amp; (b)(2)</td>
</tr>
</tbody>
</table>

PEC FORM 10
ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER: 18 Oct 2006
2. CONTRACT NO. (if any): FETAB0506
3. ORDER NO.: PRC10-07-4068
4. REQUISITION/REFERENCE NO.: (b) (2)
5. ISSUING OFFICE: FEDERAL ELECTION COMMISSION
   Address correspondence to: ADMIN 3
   599 "E" ST., NW
   WASHINGTON, DC 20463
   Donna Short (b) (2)
5. ORDER NO.: PRC10-07-4068
6. NAME OF CONTRACTOR: LEWIS Nexis material vendor
7. TEL.: 6082075
8. TYPE OF ORDER: (b) (3) (A)
   a. PURCHASE
   b. REFERENCE
   c. PURCHASE REFERENCE YOUR

NOTE: This order is subject to the terms and conditions specified on the attached sheet, if any, including delivery as indicated.

10. REQUISITIONING OFFICE: LIBRARY
11. BUSINESS CLASSIFICATION: (Check appropriate box(es))
   a. SMALL
   b. OTHER THAN SMALL
   c. DISADVANTAGED
   d. WOMEN-OWNED

12. FOB POINT: DESTINATION:
   a. INSPECTION
   b. ACCEPTANCE
   c. LOCATION

13. PLACE OF

17. SCHEDULE (See reverse for Rejections)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>LEWIS Nexis database use for Fiscal Year 2007.</td>
<td>(b) (4)</td>
<td>KD</td>
<td>(b) (4)</td>
<td>78,744.00</td>
</tr>
</tbody>
</table>

18. SHIP TO: 19. GROSS SHIPPING WEIGHT:
20. INVOICE NO.: 21. MAIL INVOICE TO:
   a. NAME: FEDERAL ELECTION COMMISSION
   b. STREET ADDRESS: 599 "E" ST., NW
   c. CITY: WASHINGTON
   d. STATE: DC
   e. ZIP CODE: 20463

22. UNITED STATES OF AMERICA
   By (Signature): Sylvia Butler
   TITLE: CONTRACTING OFFICER
   VENDOR

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

OPTIONAL FORM 347 (REV. 9/96)
Prescribed by USDA/FAR 40 CFR 52.2010
Sam:

I am attaching the original PO. I am also attaching the contract information for LexisNexis for FY2007. Please see the Name of Contractor and Address - these are incorrect. Please also check Duns #s, etc.

If you have any questions, please do not hesitate to call me at (b) (6).

Thanks,
Hallie

Hallie Iseman
Federal Account Manager

DC Direct: (b) (6)
Fax: (b) (2)
Toll Free: 800.253.4183 ext. (b) (6)

LexisNexis(r)
"For Results-Driven Government"

-----Original Message-----
From: Rutherford, Kelly W. (LNG-WAS)
Sent: Thursday, January 04, 2007 11:46 AM
To: Iseman, Hallie H. (LNG-HBE)
Subject: FW: Fax From: (b) (2)

Kelly W. Rutherford
Sales Assistant
Government Sales
Lexis Nexis
"It's how you know"

(b) (6)

(b) (6) fax
800-253-4183 ext (b) (6)
-----Original Message-----
From: support@easylink.com [mailto:support@easylink.com]
Sent: Thursday, January 04, 2007 10:50 AM
To: Rutherford, Kelly W. (LNG-WAS)
Subject: Fax From: (b)(2)

Thank you for using EasyLink's Fax to E-mail service.
Attached is a 1 page fax that you received on Thu Jan 04 2007 15:49 GMT.

M0990416070045669600.pdf Contract Information-2.doc
CONTRACT INFORMATION

TAX ID: (b) (3) (A) Reed Elsevier dba LexisNexis

DUNS#: 87-767-2683 Reed Elsevier dba LexisNexis

CAGE CODE: 1V VN8 Reed Elsevier Inc., dba LexisNexis

LexisNexis Purchase Order Address:
LexisNexis
1150 Eighteenth Street, NW
Suite 600
Washington, DC 20036
Attention: James R. Rutherford

LexisNexis Remit To Address:
LexisNexis
P.O. Box 7247-7090
Philadelphia, PA 19170-7090

Contract Numbers:
GSA – SCHEDULE 76 – Publication Media GS-02F-0048M expires 07/01/2007
(LexisNexis and Accurint)

Library of Congress (FEDLINK) Indefinite Delivery – Indefinite Quantity (IDIQ)
03CSFC70103 expires 9/30/2008
(Transfer, Direct, & Direct Express) www.loc.gov/filicc
REMITTANCE INFORMATION
ACH Vendor Payment Information

Our payment preference is ACH. For your use, our ACH payment information is:

Payee/Company Information:
LexisNexis Taxpayer ID #: (b) (3) (A)
9393 Springboro Pike Duns #: 87-767-2683
Miamisburg, OH 45342
Contact: Linda Troutman Phone #: (b) (6)

Bank Information:
Bank One – Dayton
P.O. Box 1103
Dayton, OH 45401-1103
Routing Transit Number: (b) (4)
Account Title: Domestic
Account Number: (b) (4)
Type Account: Checking

You may also mail your Standard Form SF-3881 to the address listed for the Payee/Company
Information, Attention: Linda Troutman, B2F4. The form may also be faxed to Linda Troutman
at: (b) (6)

Payments Made By Check
Should you prefer to pay by check, our remittance address is:

LexisNexis
P.O. Pox 7247-7090
Philadelphia, PA 19170-7090

Incorporation information:

REED ELSEVIER INC.
275 Washington Street
Newton, MA 02158
(617) 964-3030
Incorporated: Massachusetts - 7/22/86
Taxpayer ID: (b) (3) (A)

For further information, call:

James R. Rutherford
Manager, Federal Government Contracts

(b) (6)
## ORDER FOR SUPPLIES OR SERVICES

**1. DATE ORDERED:** 18 Oct 2006  
**2. CONTRACT NO. (if any):**  
**3. ORDER NO.:** FBTA00006  
**4. REQUISITION/REFERENCE NO.:** FEC10-07-4068  
**5. ISSUING OFFICE/Address correspondence to:** ADMIN 3  
**FEDERAL ELECTION COMMISSION**  
**ROOM 901 ATTN: DONNA SHORT**  
**999 E ST., NW WASHINGTON, DC 20463**  
**Donna Short (b) (2)**  

**7. TO:** 00000758  
**TIN:** 002073597  
**a. NAME OF CONTRACTOR:** LExis-NEXiS  
**b. COMPANY NAME:** MATHew BENDER  

**c. STREET ADDRESS:** 1275 BROADWAY FED. GOV. SALES  
**Attn:** Rob Raskin  

**d. CITY:** ALBANY  
**SOC:** 2402  
**b. STATE:** NY  
**I. ZIP CODE:** 12204  

**8. TYPE OF ORDER:**  
**X** a. PURCHASE  
**b. DELIVERY - 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.**  

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.  

**10. REQUISITIONING OFFICE:**  
**LIBRARY**  

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

**12. F.O.B. POINT:** DESTINATION  

**13. PLACE OF INSPECTION:** LIBRARY  
**b. ACCEPTANCE:** LIBRARY  

**14. GOVERNMENT BILL NO.:**  
**15. DELIVER TO F.O.B. POINT ON OR BEFORE:**  
**00.00% 0 Days Net 30**  

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>0001</td>
<td>LEXIS-NEXiS DATABASE USE FOR FISCAL YEAR 2007.</td>
<td>(b)</td>
<td>(g)</td>
<td>(d) (4)</td>
<td>78,744.00</td>
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**18. SHIPPING POINT:**  
**16. GROSS SHIPPING WEIGHT:**  
**20. INVOICE NO.:**  

**21. MAIL INVOICE TO:**  

**a. NAME:**  
**b. STREET ADDRESS:**  
**Attn:** FINANCE OFFICE RM 820A  
**c. CITY:** WASHINGTON  
**d. STATE:** DC  
**i. ZIP CODE:** 20463  

**22. UNITED STATES OF AMERICA BY:**  
**AUTHORIZED FOR LOCAL REPRODUCTION:**  
**PREVIOUS EDITION NOT USEABLE**  

**23. NAME (Typed):** SYLVIA BUTLER  
**TITLE CONTRACTING/ORDERING OFFICER:**  
**OPTIONAL FORM 347 (REV. 6/95) PRESCRIBED BY GSAAFAR 49 CFR 53.213(e)**
**FEDERAL ELECTION COMMISSION**

**PROCUREMENT REQUEST**

**DATE OF REQUEST**
10/11/06

**DATE NEEDED**
ASAP

**NAME, ADDRESS, AND PHONE NUMBER OF SUGGESTED VENDOR**
LEXIS NEXIS MATHEW BENDER
1275 BROADWAY
ALBANY, NY 12204
ATT: ROBERT RASKIN

**OFFICE**
LAW LIBRARY RM (o) (2)

**PHONE**
(b) (2)

**SIGNATURE OF OFFICE HEAD**

---

**Brief Description of Supplies /Services**

LEXIS-NEXIS DATABASE USE FOR FISCAL YEAR 2007

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<tr>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Final Cost</th>
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<td>(b) (4) per month</td>
<td>$54,664.80</td>
<td>$54,664.80</td>
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**Total**

$54,664.80

---

**ADMIN USE**

**ADMIN RECEIVED**

20th Oct 12 A 10:24

---

**TO BE COMPLETED BY THE ADMINISTRATIVE DIVISION**

**DATE RECEIVED IN ADMIN.**

**SEARCHER'S NAME/DATE**

**BUSINESS CLASSIFICATION DATA**

TYPE OF BUSINESS

- SMALL
- LARGE
- OTHER ENTITY

**TYPE OF CONTRACTOR**

- WOMAN OWNED
- SHELTERED WORKSHOP

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<th>SOURCES SEARCHED</th>
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<th>ORDER TO BE PLACED WITH</th>
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<td>• GSA STOCK</td>
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<tr>
<td>• OPEN MARKET (VENDORS)</td>
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<tr>
<td>• FEDERAL SUPPLY SCHEDULE</td>
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</table>

**CONTRACT NUMBER**

FE7AB006

**ACCOUNTING DATA**

40.2605

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**APPROVALS**

**ADMINISTRATIVE OFFICER SIGNATURE**

Dylarz & Butler 10/13/06

**PLANNING/BUDGET OFFICER SIGNATURE**

Tom Price 10/13/06

**FEC FORM 10**
July 27, 2006

Ms. Leta Holley  
999 E Street, NW  
Washington, DC  20463

Dear Ms. Holley:

The purpose of this letter is to provide LexisNexis with an indication of your commitment & intent to continue with your current Volume Bonus Plan subscription for Federal Election Commission.

If you are in agreement, effective October 1, 2006, the annual commitment for your subscription plan will be $78,744 ((b) (4) per month). This commitment allows for an actual annual allowable use of $236,232 (60th use zone). This entitles Federal Election Commission access to LexisNexis & Related materials, including legal, news, financial and public records. There is no additional charge for printing, downloading, connect time, Eclipses, training, or software.

Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect.

If you are in agreement with the foregoing, please so indicate by signing this letter and faxing it to me at the number below by August 20, 2006. This letter will serve as your intent to go forward with this program while your purchase order request is being processed. This letter is not contractually binding and remains subject to the availability of funds.

Sincerely,

Hallie Iseman  
Federal Account Manager

(b) (6)

AGREED TO AND ACCEPTED BY: Federal Election Commission
Plan Commitment: $78,744 annual; (b) (4) monthly
By: [Signature]
Name: Leta L. Holley
Title: Law Librarian, Div. Federal Election Commission
Date: 9-22-2006
CONTRACT INFORMATION

TAX ID: (b) (3) (A) Reed Elsevier dba LexisNexis

DUNS#: 87-767-2683 Reed Elsevier dba LexisNexis

CAGE CODE: 1VVN8 Reed Elsevier Inc., dba LexisNexis

LexisNexis Purchase Order Address:
LexisNexis
1150 Eighteenth Street, NW
Suite 600
Washington, DC 20036
Attention: James R. Rutherford

LexisNexis Remit To Address:
LexisNexis
P.O. Box 7247-7090
Philadelphia, PA 19170-7090

Contract Numbers:
GSA – SCHEDULE 76 – Publication Media GS-02F-0048M expires 07/01/2007
(LexisNexis and Acurint)

Library of Congress (FEDLINK) Indefinite Delivery – Indefinite Quantity (IDIQ)
03CSFC70103 expires 9/30/2008
(Transfer, Direct, & Direct Express) www.loc.gov/flicc
REMITTANCE INFORMATION
ACH Vendor Payment Information
Our payment preference is ACH. For your use, our ACH payment information is:

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LexisNexis Taxpayer ID #: (b) (3) (A)
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Bank One – Dayton
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Routing Transit Number: (b) (4)
Account Title: Domestic
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Type Account: Checking

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*Payments Made By Check*
Should you prefer to pay by check, our remittance address is:

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REED ELSEVIER INC.
275 Washington Street
Newton, MA 02158
(617) 964-3030
Incorporated: Massachusetts - 7/22/86
Taxpayer ID: (b) (3) (A)

For further information, call:

James R. Rutherford
Manager, Federal Government Contracts

(b) (6)
Dear Ms. Iseman—

Here is the letter.

Thanks!

Date: 9-22-2006

From: letter Hoyle

Telephone Number: (b) (2)

To: Ms. Leslie Iseman


FAX Number: (b) (6)

Page Count (Including cover page): 3
Beyond Research: 
Transforming Information Into Advantage

The LexisNexis® Information Solution
Proposal FY2007
FEDERAL ELECTION COMMISSION

July 27, 2006

Account Manager: Hallie Iseman

(b) (6)
July 27, 2006

Dear Ms. Holley:

On behalf of LexisNexis, I am pleased to submit the following Proposal for Renewal that allows Federal Election Commission direct access to our collection of more than 33,000 sources across premier Legal, News, Business & Financial, Public Records and Matthew Bender content.

In this proposal, LexisNexis is offering Federal Election Commission a renewal of the existing Volume Bonus Plan subscription, which allows for significant reductions in per search costs with no restrictions to the number of simultaneous users and no variance in monthly commitment charges. The services may be procured through Fedlink, GSA or direct contract with LexisNexis.

I look forward to working with you and to furthering our relationship with Federal Election Commission and want to make your use of the LexisNexis services a viable investment with a positive return. If you have any questions regarding this proposal, please feel free to contact me at (b) (6)

Best Regards,

Hallie Iseman

Federal Sales Account Manager
## Table of Contents

- Introduction Letter ................................................................. 2
- Investment Offer Summary ....................................................... 4
- Letter of Intent ................................................................. 5
- Pricing Schedules/Contract Information .................................... 6
- Executive Summary: Why Choose LexisNexis? ............................... 8
- LexisNexis Account Team .................................................... 12

The following proposal provides the best overall value to *FEDERAL ELECTION COMMISSION* and offers a competitive flat rate for the proposed services and materials via Internet access.
The following Proposal for

Renewal of the Volume Bonus Plan Subscription

was created exclusively for

Federal Election Commission

Monthly Investment | Annual Investment | Actual Annual Allowable Use
--- | --- | ---
(b) (4) | | $236,232

The Volume Bonus Plan offers significant reductions in per search costs with no restrictions on the number of simultaneous users and no variance in monthly invoice, provided that annual actual use remains within the purchased allowable usage zone.

For this commitment of renewal, Federal Election Commission will receive a significant zone of total allowable usage above & beyond the monthly investment. All information charges, including connect, telecommunications, and printing, as well as subscription charges are included in the monthly commitment charge.

**Subscription Menu Includes:** News, Legal, Company & Financial, Public Records and Matthew Bender Federal materials.

In addition to the information provided within the LexisNexis Subscription, Federal Election Commission will receive customizable training (Consultant-run or Telephonic at 1-800-227-9597 x51667), targeted technical support, regular usage and management reports, and knowledgeable 24 hour x 7 days a week Customer Service.

**Implementation Schedule:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Implementation Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 27, 2006</td>
<td>Proposal Delivery</td>
</tr>
<tr>
<td>August 20, 2006</td>
<td>Confirmation of Commitment &amp; Intent via Signed Letter of Intent</td>
</tr>
<tr>
<td>October 1, 2006</td>
<td>Confirmation of Payment Method/Purchase Order</td>
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<tr>
<td></td>
<td><strong>Federal Election Commission</strong> delivers payment information and invoicing begins</td>
</tr>
</tbody>
</table>
Executive summary

The LexisNexis Group ("LexisNexis®"), a division of Reed Elsevier Inc., is a world leader in providing enhanced information services and management tools.

LexisNexis is a premier source of legal, news, business, financial, and public records information and our collection includes more than 5 billion online documents and 33,000 sources including:

- **News Sources** - Domestic and international newspapers, newsletters, magazines, trade journals, wire services, and broadcast transcripts
- **Business and Financial Information** - Company profiles, SEC documents, market research reports, financial analyst reports, demographic/geo-demographic statistics, M&A information
- **Legal Information** - Federal and state case law, regulations, administrative agency opinions, rulings, Shepard's citation services, and secondary legal sources
- **Public Records** - Nationwide people locators, real and personal property assets, motor vehicle registrations, bankruptcy filings, etc.

Why Should **FEDERAL ELECTION COMMISSION**

Subscribe to LexisNexis?

Maximize your return on the time you invest in research by selecting a total research system that will drive productivity and ensure confident decision-making by providing faster, more reliable answers through innovative solutions and a vast collection of reputable sources.

- Proven track record of providing exceptional value.
- Customized consultation and training at no additional cost
- One-stop shopping for legal, news, legislative, financial and public records research needs.
- Domestic and international news from leading newspapers, magazines, wire services, transcripts and newsletters.
- LexisNexis® at www.lexis.com provides easy accessibility via the Internet using a standard Web browser. The LexisNexis® Total Research System provides easy, intuitive navigation and sources that include one of the largest public records collections on the Web
- Effortless downloading, printing, faxing and e-mailing capabilities.
- **Award-winning Support** – Capitalize on the expertise of the highly qualified professionals within our dedicated LexisNexis Account Team. Onsite and Telephonic Consultants help you identify ways to streamline your workflow using LexisNexis solutions, and also tailor training to your particular needs. And, Customer Service experts offer you round-the-clock search or technical assistance.
- Account Team dedicated solely to the needs of **FEDERAL ELECTION COMMISSION** lexisnexis for federal Government professionals

LexisNexis Confidential and Proprietary
News Content Overview

More than 30,000 news and business sources are on the service, and more are added every day. We provide full-text information sources from U.S. and overseas newspapers, magazines, journals, newsletters, wires, and broadcast transcripts with some coverage even before 1960.

Many of the major papers are online within the same day of publication and most others within 72 hours. Most wires are updated within minutes or hours of publication, with some wires updated on a continuous feed from the source of information.

Leading news, business and financial sources include:

- 100 of the top 100 newspapers in full text
- 39 of the top 100 newspapers online within one day of publication
- Same day news from major newspaper and newswires
- More than 395 magazines and trade journals
- An additional 17 of the top 100 online within one to three days of issue
- Transcript sources
- National and international wire services
- Leading industry tracking publications
Legal Content Overview

Legal Content Highlights
Our collection includes federal and state case law, including unpublished opinions. Court
synopses and head notes are provided when released as part of the “official” court documents as
well as proprietary head notes from the Supreme Court Lawyers’ Edition and several states. All
cases, published and unpublished, carry the unique Core Terms immediately upon publication.

We group and organize our content to be conducive to the research of both legal and non-legal
users, so you can quickly and easily access the legal materials you need.

Highlights of our legal content include:

- Federal and state case law
- Administrative Releases and Decisions
- Federal and State Legislative Materials
- Shepard’s Citations Service
- Law reviews and journals
- Area of Law libraries
- Martindale-Hubbell directories
- Premier secondary legal sources
Public Records

With a level of reliability unmatched in the industry, LexisNexis provides access to one of the largest collections public records, publicly available proprietary data, and news information on individuals and businesses. Coverage includes over 3.5 billion individual and business records pooled from more than 2,500 sources and is updated within 24-48 hours of receipt from our licensors and source vendors.

*Federal Election Commission* will have immediate access to up-to-date information including:

- Assets, motor vehicles, watercraft, aircraft registrations
- Multiple Person directories
- Multiple Business locators
- Multiple telephone sources
- Bankruptcy, liens, judgments, jury verdicts and settlements
- Professional licenses, medical professions licenses
- Real property records – Deed transfers and personal property ownership data
- Secretary of State corporation filings and nationwide franchise index
- Death records, (only available thru RiskWise), UCCs, COA, Court dockets
- Voter registrations, incorporations, marriage/divorce records, criminal history records

*Superior Search Capabilities*

- **News and Business** – Access 30,000+ sources for complementary news and business information
- **Historical** - We are the only information provider to offer archival (often up to three-years) real property records
- **Coverage** - Broader coverage in the area of personal property and people locators
- **Person Locators** - Locates an individual’s address, previous address, and phone number in the industry’s most current and comprehensive nationwide database
- **Full-text searching /Complete Searching Flexibility** – No mandatory search fields means
- **Sounds Like Feature** – finds phonetic matches/nicknames and ranks the results
- **Connectors** – Boolean searching connectors make searching easier with the addition of terms to focus your results for best results.
PIIN:   FE7AB0006
Agency ID:  9506
Mod Number: 0

Successfully approved
ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER: 26 Jul 2007
2. CONTRACT NO. (if any): FED-7AD0363
3. ORDER NO.: FEC10-07-5018
4. RECEIPT/REFERENCE NO.: ADMIN7
5. ISSUING OFFICE: FEDERAL ELECTION COMMISSION
   Address correspondence to: SAM STEWART
   999 E STREET NW
   WASHINGTON, DC 20463
   Attn: FEDERAL ELECTION COMMISSION
   Room 501
   Attn: LAW LIBRARY
   999 E STREET NW
   WASHINGTON, DC 20463
   SAM STEWART (b) (2)
6. SHIP TO: LIBRARY
   Dept: U8 Dest: LIBRARY
7. TO: 00001016 (b) (3) (A)
   a. NAME OF CONTRACTOR: LEISX NEXIS
   b. COMPANY NAME: DUNS: 836750224
   c. STREET ADDRESS: 1275 BROADWAY
   ATTN: ROBERT RASKIN
   d. CITY: ALBANY
   e. STATE: NY
   f. ZIP CODE: 12204-0957
9. ACCOUNTING AND APPROPRIATION
   BOC: 2602 OBLIGATED AMOUNT: $3,994.00
10. REQUISITIONING OFFICE: LIBRARY
11. BUSINESS CLASSIFICATION
   a. SMALL
   b. OTHER THAN SMALL
   c. DISADVANTAGED
   d. WOMEN-OWNED
12. DESTINATION:
   a. INSPECTION
   b. ACCEPTANCE
13. PLACE OF
14. GOVERNMENT BL NO.
15. DELIVER TO F.O.B. POINT ON OR BEFORE:
16. DISCOUNT TERMS: 00.00% 0 Days Net 30

17. SCHEDULE (See reverse for Rejections)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
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18. SHIPPING POINT: US
19. GROSS SHIPPING WEIGHT: (b) (4)
20. INVOICE NO.
21. MAIL INVOICE TO: FEDERAL ELECTION COMMISSION
   Attn: FEDERAL ELECTION COMMISSION
   Room 501
   Attn: LAW LIBRARY
   999 E STREET NW
   WASHINGTON, DC 20463
22. UNITED STATES OF AMERICA BY (Signature) Jacquelyn Connell
    TITLE CONTRACTING/ORDERING OFFICER

OPTIONAL FORM 347 (REV. 09/05)
Prepared by GSAR FAR 48 CFR 3.213(a)
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Total 3,994.00

(TO BE COMPLETED BY THE ADMINISTRATIVE DIVISION)

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SOURCES SEARCHED | RESULT OF SEARCH/REASON | ORDER TO BE PLACED WITH |
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NOTIFICATION SUMMARY REPORT

LEXIS DC CODE 2001 FULL SET
ISBN #: 0327018186

Check to receive Notice # Supp ISBN # Supplement Description Notifying Date Qty Total Supplement Price
☐ 35512512 663400190X Lexis Dc Code 9/06 Supp Package 9/25/2006 1 $184.00
SubTotal Outstanding Supplements $184.00

US SUP COURT REPORTS LEX 2D 168 VOL SET
ISBN #: 0327102160

Check to receive Notice # Supp ISBN # Supplement Description Notification Date Qty Total Supplement Price
☐ 36204595 6704871004 Us Supreme Court Reports Led 2d Vol 160 10/9/2006 1 $57.00
SubTotal Outstanding Supplements $57.00

USCS 249 VOLUME FULL SET W/SERVICE
ISBN #: 0327102772

Check to receive Notice # Supp ISBN # Supplement Description Notification Date Qty Total Supplement Price
☐ 35361824 6468891604 Uscs 06 T15 661-1050 & 06 T15 1114-1150 2 Repl Tit 9/22/2006 1 $117.00
☐ 36204609 6468902002 Uscs 06 T21 1-600/06 T29 801-1200/Clss 10/06 Iss #2 10/9/2006 1 $118.00
SubTotal Outstanding Supplements $235.00

Complete this form by marking all the appropriate boxes, sign and FAX to (800)828-8337 in order to receive the supplements/releases you have missed.

CALL your Account Executives listed above with any questions.

Check appropriate billing method: [ ] Credit Card # ________________ Type: _______ Expire Date: _____
Cardholder Name: ______________________ Phone #: ______________________

[ ] Purchase Order; PO Number: ______________________

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Federal Id: 140499170

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Account #: (b)(4) & (b)(2)
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SubTotal Outstanding Supplements: $559.00

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Complete this form by marking all the appropriate boxes, sign and FAX to (800)828-8337 in order to receive the supplements/releases you have missed.

CALL your Account Executives listed above with any questions.

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Check appropriate billing method: [ ] Credit Card # __________________________ Type: _______ Expire Date: _______
Cardholder Name: ___________________________________________ Phone #: ______________________

[ ] Purchase Order; PO Number: _______________________________

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FEDERAL ELECTION COMMISSION
FINANCE DEPT
999 E ST NW RM 820A
WASHINGTON DC 20463-0001

BILL TO ACCOUNT (b)(4) & (b)(2)

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US SUP CT REPTS 06 SUPPS/06 LATER CASE SERV/06 CIT SVC/06 TABLES

TOTAL 360.00 360.00 360.00

CALL YOUR ACCT MGR, ROBERT RASKIN, AT 1-800-424-4200(b)(6) FOR INFO ABOUT OUR PUBLICATIONS

TO PROCESS THIS NOTIFICATION ONLINE, PLEASE VISIT US AT www.lexisnexis.com/printcdsc

Please Return Complete Form To:
LexisNexis Matthew Bender
1275 Broadway
Albany, NY 12204
Or Fax: 518-487-3584

Please check appropriate box in reference to the product(s) listed above.

☐ Yes, please ship.
☐ Yes, please ship and send future releases automatically.
☐ Attached is my purchase order.

Signature

(b)(4) & (b)(2) 3910902X
FEDERAL ELECTION COMMISSION
FINANCE DEPT
999 E ST NW RM 820A
WASHINGTON DC 20463-0001

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USCS 06 T19 2101-3200 & 06 T19 3201-END/INDEX 2 VOLS

TOTAL: 118.00

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☐ Yes, please ship and send future releases automatically.
☐ Attached is my purchase order.

Signature

(b)(4) & (b)(2)
**THIS IS NOT A BILL**

FEDERAL ELECTION COMMISSION
FINANCE DEPT
999 E ST NW RM 820A
WASHINGTON DC 20463-0001

BILL TO ACCOUNT  (b)(4) & (b)(2)

SHIP TO ACCOUNT  (b)(4) & (b)(2)

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CALL YOUR ACCT MGR, ROBERT RASKIN, AT 1-800-424-4200 (b)(6) FOR INFO ABOUT OUR PUBLICATIONS

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Please check appropriate box in reference to the product(s) listed above.

- [ ] Yes, please ship.
- [ ] Yes, please ship and send future releases automatically.
- [ ] Attached is my purchase order.

Signature

(b)(4) & (b)(2) 39995496
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USCS 07 T26 6 VOLS & CLCSS 1/07 ISS #3 4 VOLS

TOTAL $327.00

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☐ Yes, please ship.
☐ Yes, please ship and send future releases automatically.
☐ Attached is my purchase order.

Signature_____________________

(b)(4) & (b)(2) 43612504
THIS IS NOT A BILL
FEDERAL ELECTION COMMISSION
LETA HOLLEY
ROOM 216
999 E ST NW
WASHINGTON DC 20463-0001

BILL TO ACCOUNT: (b)(4) & (b)(2)

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US SUPREME COURT DIGEST LED 2D 06 SUPPS & 06 RVOL 21 W/TABLES PAMP

TOTAL 374.00 374.00 374.00

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Or Fax: 518-487-3584

Please check appropriate box in reference to the product(s) listed above.

☐ Yes, please ship.
☐ Yes, please ship and send future releases automatically.
☐ Attached is my purchase order.

Signature ________________________________

(b)(4) & (b)(2) 44227299
PIIN: FE7AD0363
Agency ID: 9506
Mod Number: 0

Successfully approved
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO.
   B0030A

3. EFFECTIVE DATE
   Feb 23, 2007

6. ISSUED BY (Type or Print)
   FEDERAL ELECTION COMMISSION
   ROOM (b) (2)
   959 "E" ST., NW
   ATTN: DONNA SHORT
   WASHINGTON, DC 20463
   PATRICIA DUNN
   (b) (2)

8. NAME AND ADDRESS OF CONTRACTOR (Name, Street, County, State and ZIP Code)
   Thomson-West
   610 Opperman Drive
   Segal MN 55123
   Vendor ID: 00000576
   DUNS: 14850286
   CAGE:

6A. AMENDMENT OF SOLICITATION NO.
   (X)
6B. DATED (SEE ITEM 11)
   (X)
10A. MODIFICATION OF CONTRACT/OFFER NO.
   (X) FE-7-AB-0030
10B. DATED (SEE ITEM 12)
   Oct 18, 2006

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)
   (b)(4) & (b)(2) 3 US 696.25

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/OFFERS.
   IT MODIFIES THE CONTRACT/OFFER 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/OFFER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES 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.)

Modification of FE7A80030 to increase the current total of $6,000.00 by $696.25 for new grand total of $6,696.25. All other terms and conditions remain the same.

15A. NAME AND TITLE OF SIGNER (Type or Print)
   SYLVIA BUTLER
   Admin Officer
   (b) (2)

15B. CONTRACTOR/OFFEROR
   (Signature of person authorized to sign)

15C. DATE SIGNED
   2/1/2007

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or Print)
   SYLVIA BUTLER
   Admin Officer
   (b) (2)

16B. UNITED STATES OF AMERICA
   (Signature of Contracting Officer)

16C. DATE SIGNED
   2/1/2007

STANDARD FORM 30 (REV. 10-85)
PREVIOUS EDITIONS UNSUBSTANTIVE

(Revised by GSA FAR [50 CFR] 32.243)
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PR #: FRC10-07-4558
PIIN: FE7AB0030
Agency ID: 9506
Mod Number: 0

Successfully approved
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. B00300B

3. EFFECTIVE DATE Dec 12, 2007

4. REQUISITION/PURCHASE REQ. NO. 

5. PROJECT NO. (If applicable) 

8. ISSUED BY FEDERAL ELECTION COMMISSION
   (b)(2)
   999 12th St., NW
   ATTN: DONNA SHORT
   WASHINGTON, DC 20463

Samantha Stewart
(b)(2)

8. NAME AND ADDRESS OF CONTRACTOR (No, Street, City, State and ZIP Code)

Thomson-West
610 Opperman Drive
Bogus MN 55123

Vendor ID: 00000576
DUNS: 148508286

CAGE: 

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 16, 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)
   (a)(4) & (b)(2)
   US 84.35

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

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority). THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).
   (Such as changes in paying office, appropriation date, etc.)

☐ C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

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

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 solicitations/contract subject matter where feasible.)

Purchase Order number FE7AB0030 is hereby modified to increase the amount by $84.35 to provide for an increase in funding.

Except as provided herein, all terms and conditions of the document referenced in item 9a or 10a, as hereafter 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)

15B. CONTRACTOR/OFFEROR

16B. UNITED STATES OF AMERICA

15C. DATE SIGNED

16C. DATE SIGNED

(Signature of person authorized to sign)

FINANCE OFFICE

STANDARD FORM 30 (REV. 10-03) Prescribed by GSA FAR (48 CFR) 53.203
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0003</td>
<td>Purchase Order number FE7AB0030 is hereby modified to increase the amount by $84.35 to provide for an increase in funding.</td>
<td>(b) (4)</td>
<td></td>
<td>84.35</td>
</tr>
</tbody>
</table>

PR #: FBC10-07-5401
**FEDERAL ELECTION COMMISSION PROCUREMENT REQUEST**

<table>
<thead>
<tr>
<th>REQUEST DATE</th>
<th>DATE NEEDED</th>
<th>NAME, ADDRESS &amp; TELEPHONE # OF SUGGESTED VENDOR</th>
</tr>
</thead>
<tbody>
<tr>
<td>11/29/2007</td>
<td>ASAP</td>
<td>THOMPSON-WEST</td>
</tr>
<tr>
<td></td>
<td></td>
<td>610 OPPERMAN DRIVE</td>
</tr>
<tr>
<td></td>
<td></td>
<td>EAGAN, MN 55123</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REQUESTER'S NAME &amp; SIGNATURE</th>
<th>OFFICE</th>
<th>PHONE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lucia Martinez</td>
<td>Law Library</td>
<td>(b) (2)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>AUTHORIZING OFFICIAL'S NAME (PRINTED &amp; SIGNATURE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leta Holley</td>
</tr>
</tbody>
</table>

**BRIEF DESCRIPTION OF SUPPLIES / SERVICES**

<table>
<thead>
<tr>
<th>QTY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>FINAL COST</th>
<th>ADMIN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>EA.</td>
<td>(b) (4)</td>
<td>$84.35</td>
<td></td>
</tr>
</tbody>
</table>

| PLEASE MODIFY PO FE7AB0030 TO COVER SERVICES DURING FY 2007 |

**TO BE COMPLETED BY THE OFFICE OF THE CHIEF FINANCIAL OFFICER**

Name Of Vendor: ____________________________

TIN: ____________________________ Contact Name: ____________________________

DUNS #: ____________________________ Contract Number: ____________________________

Date Order Placed: ____________________________ Purchase Order Number: ____________________________

Grand Total: ____________________________ Accounting Data: ____________________________

APPROVAL SIGNATURES:

Procurement Representative: ____________________________ Date: ____________________________

Budget Officer: ____________________________ Date: ____________________________
ORDER FOR SUPPLIES OR SERVICES

1. DATE OF ORDER: 18 Oct 2006
2. CONTRACT NO. (if any): FB747030

3. ORDER NO.: FECE10-07-4066
4. REQUISITION REFERENCE NO.: ADMIN 3

5. ISSUING OFFICE: FEDERAL ELECTION COMMISSION
   Address correspondence to: 999 E ST., NW
   ATTN: DONNA SHORT
   WASHINGTON, DC 20463

6. NAME OF CONSIGNEE: FEDERAL ELECTION COMMISSION
   UTL Dest: LIBRARY

7. TO: 00000576
   TIN: (b) (3) (A)
   a. NAME OF CONTRACTOR: DUNS: 146508285
      Thomson-West
   b. COMPANY NAME: Thomson-West
   c. STREET ADDRESS: 610 Opperman Drive
   d. CITY: Eagan
   e. STATE: MN
   f. ZIP CODE: 55123

8. TYPE OF ORDER: OBLIGATED AMOUNT: $6,000.00
   a. PURCHASE
      REFERENCE YOUR:
   b. DELIVERY - Except for billing
      instructions on the reverse, this delivery
      order is subject to instructions contained on
      this side only of this form and is subject to
      the terms and conditions of the above-numbered
      contract.

9. ACCOUNTING AND APPROPRIATION: 10. REQUISITIONING OFFICE
   ROC: 2603
   (b)(4) & (b)(2)
   LIBRARY

11. BUSINESS CLASSIFICATION: (Check appropriate boxes)
   a. SMALL  x b. OTHER THAN SMALL  c. DISADVANTAGED  d. WOMEN-OWNED

12. F.O.B. POINT: DESTINATION
   a. INSPECTION LIBRARY
   b. ACCEPTANCE LIBRARY
   14. GOVERNMENT B/L NO.: 15. DELIVER TO F.O.B. POINT
   ON OR BEFORE: 00.00% 0 Days Net 30

13. PLACE OF:

16. DISCOUNT TERMS

17. SCHEDULE (See reverse for Rejections)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>CITY ACCEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>TO COVER OVER RUN IN WESTLAW DATABASE USE (PRINTING)</td>
<td>(b) (4)</td>
<td>6,000.00</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

18. SHIP TO: FEDERAL ELECTION COMMISSION
   999 E STREET NW
   ATTN: FINANCIAL OFFICE RM 820A
   WASHINGTON, DC 20463

19. GROSS SHIPPING WEIGHT

20. INVOICE NO.

21. MAIL INVOICE TO:
   a. NAME: FEDERAL ELECTION COMMISSION
   b. STREET ADDRESS (of P.O. Box):
      999 E STREET NW
      ATTN: FINANCIAL OFFICE RM 820A
   c. CITY: WASHINGTON
   d. STATE: DC
   e. ZIP CODE: 20463

22. UNITED STATES OF AMERICA BY (Signature) SylviA ButliER

23. NAME (Typed): SYLVIA BUTLER
    TITLE CONTRACTING/ORDERING OFFICER

OPTIONAL FORM 347 (REV. 9/98)
Prescribed by GSA/FAR 48 CFR 83.213(e)

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Previous edition not usable

ADMINISTRATIVE
<table>
<thead>
<tr>
<th>ITEM OR FORM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>Modification of FE7AB0030 to increase the current total of $6,000.00 by $696.25 for new grand total of $6,696.25. All other terms and conditions remain the same.</td>
<td>(b) (4)</td>
<td>EA</td>
<td>(b) (4)</td>
<td>696.25</td>
</tr>
</tbody>
</table>
Sylvia,

Please increase $696.25 for PO7AB0030 to process January invoice.

Thanks
Anh

<table>
<thead>
<tr>
<th>VENDOR NUMBER</th>
<th>ITEM</th>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>WEST GROUP</td>
<td>7AB0030</td>
<td>40-2603</td>
<td>812406578-OCT-1-31-06 11/22/2006</td>
</tr>
<tr>
<td>WEST GROUP</td>
<td>7AB0030</td>
<td>40-2603</td>
<td>812602828-NOV-130-06 12/18/2006</td>
</tr>
<tr>
<td>WEST GROUP</td>
<td>7AB0030</td>
<td>40-2603</td>
<td>812818730-DEC-1-31-06 1/17/2007</td>
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<tr>
<td>WEST GROUP</td>
<td>7AB0030</td>
<td>40-2603</td>
<td>8178621</td>
</tr>
<tr>
<td>WEST GROUP</td>
<td>7AB0030</td>
<td>40-2603</td>
<td>813016015-JAN-1-31-2007 2/16/2007</td>
</tr>
<tr>
<td>WEST GROUP</td>
<td>7AB0030</td>
<td>40-2603</td>
<td>813016015-JAN-1-31-2007</td>
</tr>
</tbody>
</table>

696.25 needed to pay invoice

053.75 available exp

$412.50 to be allocated

45.00 available in obj 8055
# ORDER FOR SUPPLIES OR SERVICES

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

1. **DATE OF ORDER**
   - 18 Oct 2006

2. **CONTRACT NO.**
   - (If any)

3. **ORDER NO.**
   - FE7A80030

4. **REQUISITION/REFERENCE NO.**
   - FEC10-07-4066

5. **ISSUING OFFICE**
   - ADMIN 3
   - FEDERAL ELECTION COMMISSION
   - ROOM 501, ATTN: LAN LIBRARY
   - 999 "E" ST., NW

6. **SHOPL TO:**
   - LIBRARY

7. **TO:**
   - 00000576
   - TN: (b) (3) (A)

8. **NAME OF CONTRACTOR**
   - Thomson-West

9. **STREET ADDRESS**
   - 610 Opperman Drive

10. **CITY**
    - Eagan
    - 55123

11. **STATE**
    - MN

12. **ZIP CODE**
    - 55123

13. **ACOUNTING AND APPROPRIATION**
    - (b)(4) & (b)(2)
    - 800, 2603
    - OBLIGATED AMOUNT: $6,000.00

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

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

16. **DISCOUNT TERMS**
    - 00.00% 0 Days Net 30

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>SUPPLIES OR SERVICES</th>
<th>QUANTITY ORDERED</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>0001</td>
<td>TO COVER OVER RUN IN WESTLAW DATABASE USE (PRINTING)</td>
<td>(b) (4)</td>
<td>(b) (4)</td>
<td>6,000.00</td>
</tr>
</tbody>
</table>

18. **SHIPPING POINT**

19. **GROSS SHIPPING WEIGHT**

20. **INVOICE NO.**

21. **MAIL INVOICE TO:**

   a. **NAME**
     - FEDERAL ELECTION COMMISSION
   
   b. **STREET ADDRESS** (or P.O. Box)
   - 999 "E" ST., NW
   - ATTN: FINANCE OFFICE BM 820A

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

23. **NAME (Typewritten)**
    - SYLVIA BUTLER
    - 10/5/06

24. **TITLE CONTRACTING/ORDERING OFFICER**

25. **OPTIONAL FORM 347 (REV. 9/95)**

Prepared by GSA/FAR 48 CFR 53.213(a)

**ADMINISTRATIVE**

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FEDERAL ELECTION COMMISSION
PROCUREMENT REQUEST

DATE OF REQUEST: 10/11/06
DATE NEEDED: ASAP

REQUESTOR'S NAME: Leta Holley
PHONE: (b) (2)

OFFICE: LAW LIBRARY Rm. (b) (2)

SIGNATURE OF OFFICE HEAD:

THOMPSON-WEST
610 OPPERMANN DRIVE
EAGAN, MN 55123

Brief Description of Supplies / Services

<table>
<thead>
<tr>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Final Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>0010</td>
<td>(b) (4)</td>
<td>6,000.00</td>
<td></td>
</tr>
</tbody>
</table>

TO COVER OVER RUN IN WESTLAW DATABASE USE
(Pricing)

10/1/06 - 9/30/07

(Estimated cost based on FY 06 usage)

Do not type on PO -

(TO BE COMPLETED BY THE ADMINISTRATIVE DIVISION)

DATE RECEIVED IN ADMIN.: 
SEARCHER'S NAME/DATE: 

BUSINESS CLASSIFICATION DATA
TYPE OF BUSINESS: [ ] SMALL [ ] LARGE [ ] OTHER ENTITY
TYPE OF CONTRACTOR: [ ] WOMAN OWNED [ ] SHELTERED WORKSHOP

SOURCES SEARCHED
[ ] FEC STOCK [ ] GSA STOCK
[ ] OPEN MARKET (VENDORS)
[ ] FEDERAL SUPPLY SCHEDULE

RESULT OF SEARCH/REASON:

ORDER TO BE PLACED WITH:

CONTRACT NUMBER:

ACCOUNTING DATA

ACCOUNTING:

40.2603

APPROVALS
ADMINISTRATIVE OFFICER SIGNATURE: 40
DATE: 10/13/06
PLANNING/BUDGET OFFICER SIGNATURE: Sam Prince
DATE: 10/13/04

FEC FORM 19
Comprizon
FPDS-NG

PIIN: FE7AB0030
Agency ID: 9506
Mod Number: 0

Successfully approved