

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WASHINGTON, DC 20410-3000

OFFICE OF THE CHIEF HUMAN CAPITAL OFFICER

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

FEB 1 1 2011

RE: Freedom of Information Act Request

FOIA Control Nos.: 09-FI-HQ-01586 and FI-478396

Dear Mr. Malamud:

This letter is a partial response to your Freedom of Information Act (FOIA) request dated May 20, 2009. In your letter, you asked for copies of the following:

- 1. Any memoranda or budgetary documents that detail the total amount actually spent or budgeted to be spent by the Department of Housing and Urban Development to access the PACER system run by the Administrative Office of the Courts from 2000 to the present, as well as budget items for future fiscal periods;
- 2. Any agreements, contracts, or memoranda of understanding between HUD and the Administrative Office of the Courts governing access to the PACER system by HUD staff;
- 3. Any memoranda or other documents from HUD's management to HUD lawyers asking them to curtail, limit, or otherwise ration their use of the PACER system due to cost considerations; and
- 4. Any contracts, memoranda, or budgetary materials detailing the specific agreements, and amount of money spent by HUD to commercial legal information providers, such as Thomson Westlaw or the ReedElsiveir LexisNexis service.

When responding to a FOIA request, HUD searches for responsive documents existing up to the date the request is received in the Department's FOIA Branch. Your request was received on May 26, 2009.

In an email to you dated July 2, 2009, Ms. Nicole Hunt, Program Analyst, Office of the Chief Procurement Officer, asked you to clarify your request for documentation concerning PACER, Thomson Westlaw and LexisNexis. As a result, HUD ran a preliminary report of contracts concerning your FOIA request and retrieved 55 contracts with only 21 of them active. The other 34 have been closed.

www.hud.gov

espanol.hud.gov

- In response to items 1, 2, and 4 of your request, enclosed is a two-page spreadsheet captioned "Contracts with Thomson Westlaw or Reed Elsevier LexisNexis and PACER System References," including the contract number, award date, expiration date, completion date, a description of the contract, the contract amount, the obligated amount, the vendor, the contract specialist, the contract officer, the documents code, and the status whether active, inactive, closed, or expired. Also enclosed to this spreadsheet is a spreadsheet captioned "The Top Five Active Contracts—FOIA 478396," including the contract number (C-OPC-23071 with Reed Elsevier; C-OPC-23312 with Reed Elsevier; I-OPC-21054 with the Library of Congress; S7P3AAC0092 with LexisNexis and S9QACC5023 with Reed Elsevier); order number, award date, expiration date, completion date, a description of the contract; the contract amount, the obligated amount, the vendor, the contract specialist, the contract officer, and the status, which is active for all five contracts.
- Order for Supplies or Services Number S7P3AAC0092 (Optional Form 347) with vendor LexisNexis Enterprise & Library Solutions.
- Order for Supplies or Services Number S9QACC50023 (Optional Form 347) with vendor Reed Elsevier, Inc.
- Order for Commercial Items Number GS-02F-0048M/C-OPC-23071 (Standard Form 1449) with vendor Reed Elsevier, Inc., dba LexisNexis, and modification numbers 1 through 13 (Standard Form 30). Please be advised that there is no page 2 billing pages to this contract because no funds were obligated.
- Order for Commercial Items Number 03CSFC70103/C-OPC-23312 (Standard Form 1449) with vendor Reed Elsevier, Inc., dba LexisNexis with modification number 1 (Standard Form 30).
- Award/Modification of Intragency Agreement number I-OPC-21054 (form HUD-730) with the Library of Congress.
- A two-page document captioned "Pacer.psc.uscourts.gov" listing amounts of payments by HUD to the Library of Congress for use of the Pacer system.
- Orders for Supplies or Services S7N2AAC0001; S8N2AAC004; S9N2AAC0008; S6NAAC005 (Form 347) to Pacer Service Center from January 1, 2005, to March 31, 2009.

I have determined that you fall under the category of "commercial use requesters," as described in 24 CFR 15.110(b) of the Department's FOIA regulations. Therefore, as you may know, each FOIA request must contain an agreement to pay certain costs for processing the records. From a preliminary search for records responsive to your request, the Department's Office of General Counsel has confirmed that the estimated cost to continue processing your FOIA request

will be approximately \$210.31. This assessment of fees is based upon \$48.31 for a grade 13, step 1 employee's hourly salary, at \$41.65 per hour, plus 16 percent, for 1 hour of search time; and \$162.00 for 900 pages of duplication, at \$.18 per page.

In the event that the estimated fees are higher than you anticipated, please feel free to confer with Ms. Joan Gill of my staff to determine if it will be possible to redefine your request to meet your needs at a reduced cost. She can be reached at (202) 402-5082. If you wish the Department to proceed with processing your request as originally stated, please sign and return the enclosed agreement to pay the fees outlined above. Please do not remit payment at this time. The signed agreement should be returned to:

U.S. Department of Housing
and Urban Development
Office of the Executive Secretariat
FOIA Branch
451 Seventh Street, SW, Room 10139
Washington, DC 20410-3000

Attention: Joan Gill

Facsimile: (202) 619-8365

Please be advised that further processing of this portion of your request will be held in abeyance for 10 business days from the date of this letter. If the Department does not receive your agreement to pay within the 10-day period, or you have not contacted HUD staff to redefine your request, I will conclude that you do not desire further processing and this portion of your request will be withdrawn. Please note that a withdrawal does not preclude you from filing further FOIA requests.

I am the official responsible for this determination based on information provided by the Department's Office of the Chief Procurement Officer and Office of Chief Information Officer. If you determine to withdraw that portion of your request pertaining to a search of the Office of General Counsel for responsive documents, you may appeal this determination within 30 days from the date of this letter. If you decide to do so, your appeal should include copies of your original request and this response, as well as a discussion of the reasons supporting your appeal. The envelope should be plainly marked to indicate that it contains a FOIA appeal and should be addressed to:

U.S. Department of Housing and Urban Development Freedom of Information Act Appeal Senior Counsel, Office of General Counsel Portals Building, Suite 200 1250 Maryland Avenue, SW Washington, DC 20024

Telephone: (202) 708-2568

Please do not file your appeal at this time if you wish the FOIA Branch to continue to process that portion of your request pertaining to a search of the Office of General Counsel. You will have an opportunity to appeal the final response.

For your information, your FOIA request, including your identity and any information made available, is releasable to the public under subsequent FOIA requests. In responding to these requests, the Department does not release personal information, such as home address, telephone, or social security number, all of which are protected from disclosure under FOIA Exemption 6.

Thank you for your interest in the Department's programs and policies.

Sinc¢rely,,

Dolores W. Cole

Director for FOIA and

Executive Correspondence

Office of the Executive Secretariat

Enclosures

U.S. Department of Housing and Urban Development
Office of the Executive Secretariat
FOIA Office
451 Seventh Street, SW, Room 10139
Washington, DC 20410-3000

RE: Freedom of Information Act Request FOIA Control Nos.: 09-FI-HQ-01586 and FI-478396

Dear FOIA Officer:

I understand that each Freedom of Information Act request must contain an agreement to pay processing fees as appropriate. Please consider this letter, as dated and signed below, as my agreement to pay \$210.31, the estimated fee for processing my above-referenced Freedom of Information Act request.

Signature of Requester	·	Date

Contract	Order	T	T	· 		Contract	Obligated			1	DOCS	· _ ·
Number	Number	Award Date	Expire Date	Completion Date	Description	Amount	Amount	Vendor	Contract Specialist	Contract Officer	Code	Status
					Subscription Services for Lexis/Nexis to include: Accurint,		,					
C-OPC-23071	0	09/11/2006	09/30/2011	09/30/2011	Treatis, and Pacer.\$384,435.00 SAF	\$1,199,949.00	\$1,199,949.00	REED ELSEVIER, INC.	PAINSON-MCLEOD, TABITHA	GIULIANI, JOSEPH M.	C .	Active/Awarded
C-OPC-23155	0	05/18/2007	05/17/2008	05/17/2008	System generated Federal Schedule Place Holder Contract.	\$0.00	\$0.00	REED ELSEVIER, INC	ACTY, LAVONNE D.	LONG, DANA Y.	W	Active/Expired
							·		·			
					LexisNexis services: online database researchable newspaper	4	4					
C-OPC-23312	10	06/19/2008	06/20/2009	06/20/2009	and periodical services under FEDLINK's Direct Express Option.	\$216,074.00	\$216,074.00	REED ELSEVIER, INC	WASHINGTON, KATHARINA	LONG, DANA Y.	W	Active/Expired
C DI II 04 04 E		04/27/2000	00 /20 /2040	00 (20 (2011	Sole Source for Lexis-Nexis for access to on-line legal database	424 750 00	424 250 00	DEED STORMED WAS				
C-PHI-01045 I-OPC-21054	0		09/20/2010	09/20/2011	system. FEDLINK IAA-Library Databsae Services	\$31,759.00		REED ELSEVIER, INC	MCGIVERN, JENNIFER L.	MUSILLI, MAUREEN	L	Active/Awarded
1-070-21034		11/20/1998	09/30/2009	09/30/2009	PEDLINK IAA-UDI al y Databsae Sel vices	\$433,375.00	\$417,013.00	U.S. LIBRARY OF CONGRESS	ANDERSON, BRIDGETTE M.	MUSILLI, MAUREEN	AJA	Active/Awarded
					Subscription to Lexis-Nexis and Associated Press services			·.				
I-OPC-22164	l	03/25/2002	09/30/2002		through FEDLINK (Library of Congress) Interagency Agreement	\$138,388.00	¢120 200 nn	LIBRARY OF CONGRESS	HARRISON, JUDY S.	HANCOCK, ANNETTE E.	w	la a stirra (Classad
1-01-0-22104	 	03/23/2002	03/30/2002	03/30/2002	Subscription to Lexis-Nexis and Associated Press services	\$138,388.00	\$130,300.00	LIBRART OF CONGRESS	HARRISON, JODI S.	HANCOCK, ANNETTE E.	- VV	Inactive/Closed
					through FEDLINK (Library of Congress) Interagency Agreement				. [
I-OPC-22427	lo .	06/02/2003	09/30/2003	1	for FY '03	\$144,626.00	\$144 626 00	LIBRARY OF CONGRESS	WILKINS, TIMIKO D.	HANCOCK, ANNETTE E.	w	Inactive/Closed
. 0. 0 22 . 2.		30,02,200	3,50,2003	00,02,2005	Group subscription to LexisNexis and Associated Press (AP)	V211,020.00	7111,020.00	CONTRACT CONCRESS	WILKING, THAIRCOL.	TIANCOCK, ANNETTE L.	+	illactive/closed
					services through FEDLINK (Library of Congress) Interagency						İ	
I-OPC-22653	0	05/07/2004	.05/06/2005_	05/06/2005	Agreement.	\$148,141.00	\$148.141.00	LIBRARY OF CONGRESS	PAINSON-MCLEOD, TABITHA	MORTON, ROBERT B.	W	Inactive/Closed
A			1		Group subscription to LexisNexis and Associated Press (AP)	, , , , , , , , , , , , , , , , , , , ,			,	The state of the s	 	indearc, crosed
					services through FEDLINK (Library of Congress) Interagency							
I-OPC-22872	lo	05/25/2005	09/30/2005	09/30/2005	Agreement.	\$148,630.00	\$148,630.00	LIBRARY OF CONGRESS	LATSON, TANYA J.	SCRUGGS, LUCILLE F.	w	Inactive/Closed
-										1		
•		-	1	i	To participate in a group membership contract to obtain				·	·		
	*-	7			services in support of the Office of Public Affairs. FEDLINK will							
_	l				provide administrative service to facilitate procurement of		-		·			
I-OPC-23015	0 ~	05/16/2006	09/30/2007	09/30/2007	LexisNexis services under an Interagency Agreement.	\$129,644.00	\$129,644.00	LIBRARY OF CONGRESS	PAINSON-MCLEOD, TABITHA	GIULIANI, JOSEPH M.	w	Inactive/Closed
•					To participate in a group membership contract to obtain				•			•
	. .				services in support of the Office of Public Affairs. FEDLINK will	ĺ						
					provide admin. services to facilitate procurement of LexisNexis				•			Inactive/Pre
C-OPC-23155	OPC-D0001	05/23/2007	05/22/2008		Services. Fedlink Contract # 03CSFC70103	\$129,644.00	\$129,644.00	REED ELSEVIER, INC	PAINSON-MCLEOD, TABITHA	GIULIANI, JOSEPH M.	w	Award
	1				GOVERNMENT TECHNICAL REPRESENTATIVED							
					MARCELLA BELT (202) 708-06142			-				•
					IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE				•			
1QNCAA0038		12/07/2000	' ' '		ADDRESS IN BOX 21, FOR PAYMENT.	\$7,500.00	\$7,500.00		Pinkney, Catherine	McCormick, Amelia	S	Inactive/Closed
S2QNCAA0070		10/21/2001		6/23/2008	· · · · · · · · · · · · · · · · · · ·	\$204,204.00		Lexis-Nexis (Philadelphia)	Pinkney, Catherine	McCormick, Amelia	С	Closed
2QNCAA0080		02/02/2002		6/24/2009		\$19,669.61		Lexis-Nexis (Philadelphia)	PINKNEY, CATHERINE	McCormick, Amelia	E	Closed
S2QNCAA0081	0	02/24/2002	09/30/2005			\$31,180.00	\$26,400.00	Lexis/Nexis (DC)	PINKNEY, CATHERINE	McCormick, Amelia	S	Active
				1	WESTLAW AGREES THAT ANY USAGE ABOVE \$7,200, WILL BE							1
S2QNCAA0086		02/24/2002			AT NO COST TO THE GOVERNMENT.	\$7,200.00	\$7,200.00		Pinkney, Catherine	McCormick, Amelia	SH	Closed
S2QNCAA0087	0	02/24/2002	09/30/2008	10/11/2007		\$7,500.00	\$7,500.00	Westlaw	Pinkney, Catherine	McCormick, Amelia	SH	Closed
	_	05 42 222	00/20/2025	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	GOVERNMENT TECHNICAL REPRESENTATIVE:	427.54	dam a	= # # # # # # # # # # # # # # # # # #			1	L
S2QNCAA0119	0	05/13/2005	09/30/2009	4/23/2008	DONNA BANKS (202) 708-3856 EXT.3580	\$37,815.00	\$37,815.00	LEXISNEXIS GROUP	PINKNEY, CATHERINE	McCormick, Amelia	VA	Closed
C20NCA 40202		00/20/2002	00/20/2000	40/44/2007	*Destination for the second distribution and distribution and the second distribution	64.004.50	44.004.00			L		
2QNCAA0303		09/30/2002		10/11/2007	*Ratification for services provided without authorization.	\$4,881.00	\$4,881.00		WALLIS, CHRISTOPHER	McCormick, Amelia	5	Closed
S3QACCA0004 S3QACCA0005				10/11/2007		\$19,608.00 \$7,920.00		Lexis-Nexis (Philadelphia)	WALLIS, CHRISTOPHER	McCormick, Amelia	lt.	Active
3QACCA0003		12/20/2002	09/30/2008	10/11/2007			\$7,920.00		WALLIS, CHRISTOPHER	McCormick, Amelia	AC	Closed
3CACCAUUZO	Ι	12/20/2002	JU3/3U/2UU0	1/10/2008		\$297,243.96	\$237,243.96	Lexis-Nexis (Philadelphia)	BOLLINGER, LISA	McCormick, Amelia	С	Closed

S3QACCA0093		04/08/2003	09/30/2008	6/27/2008		\$1,293.28	\$1,293.28	Westlaw	SCOTT, ELISA	McCormick, Amelia	T _C	Classed
S3QACCA0138		12/17/2007		1/8/2008		71,233.20		Lexis-Nexis (Philadelphia)	BOLLINGER, LISA	McCormick, Amelia	- 5	Closed
S4A4AAC0026		10/01/2003		6/21/2005		\$19,608.00		Lexis-Nexis (Philadelphia)	GILL, DEBRA		EGP	Closed
S4QACCA0013		10/13/2003		6/16/2009		\$308,306.92		Lexis-Nexis (Philadelphia)	WILKINS, TIMIKO	CANNON, NORMA	AC	Closed
S4QACCA0015		10/31/2003		6/27/2008		\$2,133.87	\$2,133.87	<u> </u>	BOLLINGER, LISA	McCormick, Amelia	AC	Closed
\$4QACCA0015		10/31/2003		6/27/2008		\$6,079.44	\$6,079.44		BOLLINGER, LISA	McCormick, Amelia	5	Closed
\$4QACCA0017		10/31/2003		8/15/2008		\$14,331.96	. ,		BOLLINGER, LISA	McCormick, Amelia	3	Closed
340ACCA0017	- 0	10/31/2003	09/30/2008		FAR clause 52.213-4, Contract Terms and Conditions -	\$14,331.96	\$14,331.96	Lexis-Nexis (Philadelphia)	BOLLINGER, LISA	McCormick, Amelia	5	Closed
		İ		!	Simplified Acquisition, July 2004, is hereby incorporated by	·		Mark Thomas Business		·		
S5A4AAC0051		01/01/2005	00/20/2008	8/11/2008	1	\$19,800.00	ć10 000 00	West, Thomson Business	GILL, DEBRA		-	
33A4AAC0031		01/01/2003	09/30/2008		FAR clause 52.213-4, Contract Terms and Conditions -	\$15,600.00	\$19,800.00	(WESILAW)	GILL, DEBRA	CANNON, NORMA	<u> </u>	Closed
					Simplified Acquisitions, July 2004, is hereby incorporated by			-				
S5A4AAC0052		10/01/2004	00/20/2000	8/11/2008		\$548.80	ĆE 40.00	Lavia Navia (Obiladalabia)	GILL, DEBRA		ĺ_	
35A4AAC0032	U	10/01/2004	09/30/2008	8/11/2008	reference.	\$548.80	\$548.80	Lexis-Nexis (Philadelphia)	GILL, DEBRA	CANNON, NORMA	- E	Closed
S5A4AAC0144		05 (24 (2005	00 /20 /2000			£100 000 00	£400 000 00	REED ELSEVIER INC., DBA	CILL DEDD.		1	l
		05/24/2005				\$100,000.00	, ,	LEXISNEXIS GROUP	GILL, DEBRA	CANNON, NORMA	HROP	Active/Expired
S5P3AAC0061	U	07/19/2005	09/30/2008		V. 1 . 0 . D. 1 . 1 . 1	\$88,176.00	\$88,176.00	REED ELSEVIER, INC.	CROWLEY, DONNA	MUSILLI, MAUREEN	<u> </u>	Active/Expired
	1				Volume Bonus Plan Includes:						1 .	
					Access to legal,news, and financial information, ECLIPSES,							
					Web access, Training, Technical Support, 24-Hour Customer						. }	
					Service, 7 days a week. 2			•		· .		
					User List as of February 2005®							
		1			Includes: 7 HUD Employees(See Attachment) Includes: 7 HUD Employees(See Attachment)					*		
S5QACCA0033	0	02/11/2005	09/30/2008			\$14,331.96	\$14,331.96	Lexis-Nexis (Philadelphia)	ACTY, LAVONNE	VANHOUTEN, ANN	S	Active
1					Subscription includes unlimited access to the following:			•			ł	
			•		federal case law, annotates federal statutes, case law for all 50				-			
· .					states, unlimited printing & KeyCite, Customer/Technical						•	,
					Support,24/7,🛮	1						
					Research assistance by reference attorneys, 24/7,12	. 1		· .				
1					24/7, 🛽							1
S5QACCA0040	0	02/17/2005	09/30/2008	10/11/2007		\$6,670.80	\$6,670.80	Westlaw	ACTY, LAVONNE	VANHOUTEN, ANN	S	Closed
					See Attachment for Services included under (Plan 17 Non-					-		
					Fedlink) ²				· ·			
				· ·	All usage over \$2,500.00, will be at no cost to the						ļ	
S5QACCA0042	0	02/25/2005	09/30/2008		Government.	\$973.42	\$973.42	Westlaw	ACTY, LAVONNE	VANHOUTEN, ANN	s	Closed
		-			This P.O. is to pay for online Lexis/Nexis research services			REED ELSEVIER INC., DBA				
S5QACCA0061	0	06/03/2005	09/30/2008	12/17/2007	provided Oct 01 2004 thru Sept 30, 2004.	\$718,936.08	\$718,936.08	LEXISNEXIS GROUP	PAINSON-MCLEOD, TABITHA	FREEMAN, GLORIA	c .	Closed
					•							
					Renewal of subscription services for the office of Admin. Law		i			·		
i l		1			Judges. Funds in the amount of \$14,331.96 for the period of			•				
		İ			performance Oct 01, 2005 through September 30, 2006 are	·	. 1	REED ELSEVIER INC., DBA				
S5QACCA0115	0	09/30/2005	09/30/2008	12/17/2007	subject to the availability of funds.	\$14,331.96	\$14,331.96	LEXISNEXIS GROUP	PAINSON-MCLEOD, TABITHA	FREEMAN, GLORIA	S	Closed
S6QACCA0040	0	04/10/2006	09/30/2009	6/24/2009		\$16,620.00	\$16,620.00	REED ELSEVIER, INC.	SMITH, MASHONDA	LLOYD, ANNA	S	Closed
								LEXISNEXIS ENTERPRISE & LIBRARY				
S6QACCA0062	0	06/08/2006	09/30/2008	4/3/2009		\$0.00	\$0.00	SOLUTIONS	PAINSON-MCLEOD, TABITHA	LLOYD, ANNA	С	Closed
								REED ELSEVIER INC., DBA				
S6QACCA0093	. 0	08/08/2006	09/30/2008		1 Year Subscription	\$24,994.92	\$24,994.92	LEXISNEXIS GROUP	JOHNSON, ELEANOR	MORTON, ROBERT	U .	Active
							-	LEXISNEXIS ENTERPRISE & LIBRARY	(

	 	·	Marianne Deconti is assigned as the GTR under this purchase		100	I	1	- 		
			order in accordance with the referenced HUDAR Clause				· ·			'
			I							1
	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	_	2452.237-73 Conduct of Work and Technical Guidance (OCT	4- :			*			
S7QACCA0051	0 05/11/200		1999)	\$7,166.00		REED ELSEVIER, INC.	WALKER, ELAINA	WALKER, ELAINA	S:	Active
S7QACCA0053	0 05/14/200	7 09/30/2010		\$16,620.00	\$16,620.00	REED ELSEVIER, INC.	WALKER, ELAINA	WALKER, ELAINA	S	Active
•	- ,		LexisNexis - 1 year subscription - Lexis nexis Option II - Volume							+
			Bonus Plan -13							."
			Lexis Nexis expiration date is actually Aug 31 for their	1 1						
			subscriptions, which explains HUD dates for Period of	1 .			·			
S7QACCA0069	0 07/18/200	7 09/30/2010	Performance.	\$24,994.92	\$24,994.92	REED ELSEVIER, INC	BURTON, SANDRA	GIULIANI, JOSEPH	U	Active
			Books that pertain to legal matters to assist employees in							
S7QACCA0094	0 09/28/200	7 09/30/2010	processing their daily work activities.	\$50,000.00	\$50,000.00	LEXISNEXIS GROUP	BURTON, SANDRA	BOSTON-KNOWLES, LAS	HA C	Active
1			Legal Books to assist and keep current on legal activities that	1 , 1						
			pertain to legal matters to assist employees in processing their	r						
S8QACCA0026	0 03/13/200	3 09/30/2011	daily work load. wrong type of action	_ <u> </u>		LEXISNEXIS GROUP	BURTON, SANDRA	SMITH, TIMOTHY	C ·	CANCELED
			West- Books and/or subscriptions, books to assist and keep			-				
			current on legal activities and pertain to legal matters to assist			·	-			
S8QACCA0029	0 04/04/2008	3 09/30/2011	employees in processing their daily work activities.	\$60,000.00	\$60,000.00	LEXISNEXIS GROUP	BURTON, SANDRA	LONG, DANA	c	CANCELED
			Package returned to program area 7/25/08 BOOKS AND							
			PAMPHLETS®							l .
			Books to assist and keep current on legal activities. 2							
1 ' 1	• *		****Note*****							
			Books that pertain to legal matters to assist employees in				•			
			processing their daily work activities.					· ·		
1			ומ			LEXISNEXIS ENTERPRISE & LIBRARY	,	i		İ
S8QACCA0037	0 05/08/2008	3 09/30/2011	Period of Perform			SOLUTIONS	BURTON, SANDRA	LONG, DANA	c	CANCELED
			Period of performance for this subscription is from April 1,						 	
S8QACCA0049	0 06/26/2008	3 09/30/2011	2008 through March 31, 2009.	\$16,620.00	\$16,620.00	REED ELSEVIER, INC	NON, JEFFREY	NON, JEFFREY	s	Active
			Lexis Nexis Subscription Services	1	7,				- 	1.00.70
			n	.		-				
S8QACCS0017	0 05/30/2009	3 09/30/2011		\$53,000.00	\$53 000 00	LEXISNEXIS GROUP	ATKINSON, WENDELL	DUNN, MONA-LISA	HROP	Active
S8QACCS0025		3 09/30/2011		\$24,995.00	, ,	REED ELSEVIER, INC	FAIRBANKS, GERALD	AWKARD, JENNIFER	II.	Active
00000000	0,07,00/2000	5 55,50,2022	One (1) year Online Access To Information Services. From	72,7555.00	Ψ 2-1,000.00	The control in	i inortino, delireo	, arronto, sciani ch	- -	ACCIVE .
			June 12, 2009 thru June 11, 2010. 🛽							,
			n		-		1			
S9QACCS0023	0.06/10/2009	9 09/30/2012	Lexis Nexis FEDLINK #LC09D7027	\$53,000,00	\$53,000,00	REED ELSEVIER, INC	JOHNSON, SANDRA	WOMBLE, CLAUDIA	HROP	Active
100 CACC30023	0 000/10/2003	00/30/2012	LECAS NEAS LEDERNA RECOSDIOZI	755,000.00	223,000.00	INCLU CENTAILIN, HAC	אוטוואסווי, אווטווא	WOIVIBLE, CLAUDIA	IUVOL	JACUVE

Top Five Active Contracts--FOIA 478396

Contract Number	Order Number	Award Date	Expire Date	Completion Date	Description	Contract Amount	Obligated Amount	Vendor	Contract Specialist	Contract Officer	Status
<u> </u>					Subscription Services for Lexis/Nexis to include: Accurint,						
C-OPC-23071	0	09/11/2006	09/30/2011	09/30/2011	Treatis, and Pacer.\$384,435.00 SAF	\$1,199,949.00	\$1,199,949.00	REED ELSEVIER, INC.	PAINSON-MCLEOD, TABITHA	GIULIANI, JOSEPH M.	Active
					LexisNexis services: online database researchable newspaper and periodical services under FEDLINK's Direct						
C-OPC-23312	Ó	06/19/2008	06/20/2009	06/20/2009	Express Option.	\$216,074.00	\$216,074.00	REED ELSEVIER, INC	WASHINGTON, KATHARINA	LONG, DANA Y.	Active
I-OPC-21054	0	11/20/1998	09/30/2009	09/30/2009	FEDLINK IAA-Library Databsae Services	\$433,375.00	\$417,013.00	U.S. LIBRARY OF CONGRESS	ANDERSON, BRIDGETTE M.	MUSILLI, MAUREEN	Active
								LEXISNEXIS ENTERPRISE &			1
S7P3AAC0092	0	09/14/2007	09/30/2010			\$61,666.56	\$61,666.56	LIBRARY SOLUTIONS	CROWLEY, DONNA	MUSILLI, MAUREEN	Active
					One (1) year Online Access To Information Services. From June 12, 2009 thru June 11, 2010. Lexis Nexis FEDLINK						
S9QACCS0023	0	06/10/2009	09/30/2012		#LC09D7027	\$53,000.00	\$53,000.00	REED ELSEVIER, INC	JOHNSON, SANDRA	WOMBLE, CLAUDIA	Active

Contracts with Thomson Westlaw or Road et.

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Contract Officer		MUSILL, MAUREEN MUSILL, MAUREEN HANCOCK			GIULLANI, JOSEPH M. W.	GIULANI, JOSEPH M. W.	\prod	McCormick, Amelia SH McCormick, Amelia SH	McCornick, Amelia VA McCornick, Amelia S McCornick, Amelia E McCornick, Amelia ar
Contract Specialist	PAINSON-MCLEOD, TABITHA ACT, LAVONNE D. MASHINGTON, KATHARINA		WILKINS, TIMIKO D. PAINSON-MCLEOD, TABITHA	LATSON, TANYA I.	1 7	Pinkney, Catherine	E E		WALLIS, CHRISTOPHER MCC WALLIS, CHRISTOPHER MCC WALLIS, CHRISTOPHER MCC WALLIS, CHRISTOPHER MCC WALLIS, CHRISTOPHER MCC
Obligated Amount Vendor \$1,199,549.00 (RED PISEWISE INC	SO.00 REED ELSEVIER, INC SZIGO74.00 REED ELSEVIER, INC	531,759.00 REED ELSEVIER, INC 5417,013.00 U.S. LIBRARY OF CONGRESS 5138,388.00 LIBRARY OF CONGRESS	\$144,626.00 LIERARY OF CONGRESS \$148,141.00 LIERARY OF CONGRESS	5148,630.00 LIBRARY OF CONGRESS	5129,644.00 LIBRARY OF CONGRESS 5129,644.00 REED ELSEVIER, INC	57.500.00 Wesulaw 5204.304.00 Louis Nexis (Philadelphia) 418 George	526,400.00 (Lexis/Nexis (PC)	S37,815.00 LEXISNEXIS GROUP.	ihia) haj
. Contract Amount \$1,159,545,00	50.60	\$41,759.00 \$433,375.00 lent \$138,388.00	\$144,626.00	\$148,630.00	\$129,644.00	\$7,500.00 \$204,204.00 \$19,669.61 \$19,669.61	\$31,180.00		\$4,881.00 \$19,608.00 \$7,920.00 \$2,97,243.96 \$297,243.96
Description Subscription Services for Lens/Nexis to include: Accumin, Treats, and Pacer, 5384, 435, 00 SAF	Leashean serverated rederal Schedule Place Holder Contract. Leashean services: online database researchable newspaper sind periodical services under FEDLINK's Direct Express Option. System Systems	Subscription to Leus-Neus and Associated Press services Unough FEDLINK (Lutrary of Congress) Interagency Agreement Subscription to Leuis-Nexis and Associated Press services Subscription to Leuis-Nexis and Associated Press service for Pr 03	Group subscription to LeuisNeuis and Associated Press (AP) services through FEDLINK (library of Congress) Interagency Group subscription to LeuisNeuis and Associated Press (AP) services through FEDLINK (library of Congress) Interagency Agreement.	To participate in a group membership contract to obtain Services in support of the Office of Public Affairs. FEDLMK will provide administrative service to facilizate procurement of Leas/Neals services under an Intergency Agreement of	To participate in a group membership contract to obtain services in support of the Office of Public Affairs. FEDLINK will provide admin. services to facilitate procurement of Lexisnexis GOVERNMENT TECHNICA. REPRESENTATIVES	ALL INVOICES BE SENT TO THE DR PAYMENT.	T ANY USAGE ABOVE 57,200, WILL BE VERNMENT.	4/23/2006 DONNA BANKS (202) 708-1856 EXT.3580 10/11/2007 "Ratification for services provided	eminout authorization.
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Contracts with Thomson Westlaw or Reed Elsiveir LexisNexis and PACER System References

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Marianne Deconti is assigned as the GTR under this purchase	of def in accordance with the referenced HUDAR Clause 2452.237-73 Conduct of Work and Technical Guidance (OCT)	lecer	Parchesis I was a the relief of	Bonus Plan -3	Lexis Nexis expiration date is actually Aug 31 for their	Performance.	Books that pertain to legal matters to assist amploined in	processing their daily work activities.		Legal Books to assist and keep current on legal activities that perrain to legal matters to assist employees in processing their	daily work load, wrong type of action	West- Books and/or subscriptions, books to assist and keep	current on legal activities and pertain to legal matters to assist employees in processing their daily work arrivities	Package returned to program area 7/25/08 BOOKS AND	Books to assist and keep current on legal activities (7)	BBOK	books that pertain to legal matters to assist employees in processing their daily work activities.	'व Period of Perform	Period of performance for this subscription is from April 1,	LUUS through March 31, 2009. Lexis Nexis Subscription Services?	10		One (1) year Online Access To Information C	June 12, 2009 thru June 11, 2010. II	2 Lexis Nexis FEDLINK #LC0907027	•
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Top Five Active Contracts--FOIA.478396

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WOMBLE, CLAUDIA



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT WASHINGTON, DC 20410-3000

OFFICE OF THE CHIEF HUMAN CAPITAL OFFICER

Mr. Carl Malamud President & CEO Public.Resource.Org 1005 Gravenstein Highway North Sebastopol, CA 95472 FEB 1 1 2011

RE: Freedom of Information Act Request

FOIA Control Nos.: 09-FI-HQ-01586 and FI-478396

Dear Mr. Malamud:

This letter is a partial response to your Freedom of Information Act (FOIA) request dated May 20, 2009. In your letter, you asked for copies of the following:

- 1. Any memoranda or budgetary documents that detail the total amount actually spent or budgeted to be spent by the Department of Housing and Urban Development to access the PACER system run by the Administrative Office of the Courts from 2000 to the present, as well as budget items for future fiscal periods;
- 2. Any agreements, contracts, or memoranda of understanding between HUD and the Administrative Office of the Courts governing access to the PACER system by HUD staff;
- 3. Any memoranda or other documents from HUD's management to HUD lawyers asking them to curtail, limit, or otherwise ration their use of the PACER system due to cost considerations; and
- 4. Any contracts, memoranda, or budgetary materials detailing the specific agreements, and amount of money spent by HUD to commercial legal information providers, such as Thomson Westlaw or the ReedElsiveir LexisNexis service.

When responding to a FOIA request, HUD searches for responsive documents existing up to the date the request is received in the Department's FOIA Branch. Your request was received on May 26, 2009.

In an email to you dated July 2, 2009, Ms. Nicole Hunt, Program Analyst, Office of the Chief Procurement Officer, asked you to clarify your request for documentation concerning PACER, Thomson Westlaw and LexisNexis. As a result, HUD ran a preliminary report of contracts concerning your FOIA request and retrieved 55 contracts with only 21 of them active. The other 34 have been closed.

- In response to items 1, 2, and 4 of your request, enclosed is a two-page spreadsheet captioned "Contracts with Thomson Westlaw or Reed Elsevier LexisNexis and PACER System References," including the contract number, award date, expiration date, completion date, a description of the contract, the contract amount, the obligated amount, the vendor, the contract specialist, the contract officer, the documents code, and the status whether active, inactive, closed, or expired. Also enclosed to this spreadsheet is a spreadsheet captioned "The Top Five Active Contracts—FOIA 478396," including the contract number (C-OPC-23071 with Reed Elsevier; C-OPC-23312 with Reed Elsevier; I-OPC-21054 with the Library of Congress; S7P3AAC0092 with LexisNexis and S9QACC5023 with Reed Elsevier); order number, award date, expiration date, completion date, a description of the contract; the contract amount, the obligated amount, the vendor, the contract specialist, the contract officer, and the status, which is active for all five contracts.
- Order for Supplies or Services Number S7P3AAC0092 (Optional Form 347) with vendor LexisNexis Enterprise & Library Solutions.
- Order for Supplies or Services Number S9QACC50023 (Optional Form 347) with vendor Reed Elsevier, Inc.
- Order for Commercial Items Number GS-02F-0048M/C-OPC-23071 (Standard Form 1449) with vendor Reed Elsevier, Inc., dba LexisNexis, and modification numbers 1 through 13 (Standard Form 30). Please be advised that there is no page 2 billing pages to this contract because no funds were obligated.
- Order for Commercial Items Number 03CSFC70103/C-OPC-23312 (Standard Form 1449) with vendor Reed Elsevier, Inc., dba LexisNexis with modification number 1 (Standard Form 30).
- Award/Modification of Intragency Agreement number I-OPC-21054 (form HUD-730) with the Library of Congress.
- A two-page document captioned "Pacer.psc.uscourts.gov" listing amounts of payments by HUD to the Library of Congress for use of the Pacer system.
- Orders for Supplies or Services S7N2AAC0001; S8N2AAC004; S9N2AAC0008;
 S6NAAC005 (Form 347) to Pacer Service Center from January 1, 2005, to March 31, 2009.

I have determined that you fall under the category of "commercial use requesters," as described in 24 CFR 15.110(b) of the Department's FOIA regulations. Therefore, as you may know, each FOIA request must contain an agreement to pay certain costs for processing the records. From a preliminary search for records responsive to your request, the Department's Office of General Counsel has confirmed that the estimated cost to continue processing your FOIA request

will be approximately \$210.31. This assessment of fees is based upon \$48.31 for a grade 13, step 1 employee's hourly salary, at \$41.65 per hour, plus 16 percent, for 1 hour of search time; and \$162.00 for 900 pages of duplication, at \$.18 per page.

In the event that the estimated fees are higher than you anticipated, please feel free to confer with Ms. Joan Gill of my staff to determine if it will be possible to redefine your request to meet your needs at a reduced cost. She can be reached at (202) 402-5082. If you wish the Department to proceed with processing your request as originally stated, please sign and return the enclosed agreement to pay the fees outlined above. Please do not remit payment at this time. The signed agreement should be returned to:

U.S. Department of Housing and Urban Development Office of the Executive Secretariat FOIA Branch 451 Seventh Street, SW, Room 10139 Washington, DC 20410-3000

Attention: Joan Gill

Facsimile: (202) 619-8365

Please be advised that further processing of this portion of your request will be held in abeyance for 10 business days from the date of this letter. If the Department does not receive your agreement to pay within the 10-day period, or you have not contacted HUD staff to redefine your request, I will conclude that you do not desire further processing and this portion of your request will be withdrawn. Please note that a withdrawal does not preclude you from filing further FOIA requests.

I am the official responsible for this determination based on information provided by the Department's Office of the Chief Procurement Officer and Office of Chief Information Officer. If you determine to withdraw that portion of your request pertaining to a search of the Office of General Counsel for responsive documents, you may appeal this determination within 30 days from the date of this letter. If you decide to do so, your appeal should include copies of your original request and this response, as well as a discussion of the reasons supporting your appeal. The envelope should be plainly marked to indicate that it contains a FOIA appeal and should be addressed to:

U.S. Department of Housing and Urban Development Freedom of Information Act Appeal Senior Counsel, Office of General Counsel Portals Building, Suite 200 1250 Maryland Avenue, SW Washington, DC 20024

Telephone: (202) 708-2568

Please do not file your appeal at this time if you wish the FOIA Branch to continue to process that portion of your request pertaining to a search of the Office of General Counsel. You will have an opportunity to appeal the final response.

For your information, your FOIA request, including your identity and any information made available, is releasable to the public under subsequent FOIA requests. In responding to these requests, the Department does not release personal information, such as home address, telephone, or social security number, all of which are protected from disclosure under FOIA Exemption 6.

Thank you for your interest in the Department's programs and policies.

Sinc¢rely,

Dolores W. Cole

Director for FOIA and

Executive Correspondence

Office of the Executive Secretariat

Enclosures

U.S. Department of Housing and Urban Development
Office of the Executive Secretariat
FOIA Office
451 Seventh Street, SW, Room 10139
Washington, DC 20410-3000

RE: Freedom of Information Act Request FOIA Control Nos.: 09-FI-HQ-01586 and FI-478396

Dear FOIA Officer:

I understand that each Freedom of Information Act request must contain an agreement to pay processing fees as appropriate. Please consider this letter, as dated and signed below, as my agreement to pay \$210.31, the estimated fee for processing my above-referenced Freedom of Information Act request.

Signature of Requester Date

Contracts with Thomson Westlaw or Reed Figure 1

			Contract Specialist Contract Officer Cont	\dagger		LONG, DANA Y. W. Active/Expired			ANDERSON REINGERT			HANCOCK, ANNETTE E. W Inactive/Closed		HANCOCK, ANNETTE E. W Inactive/Closed		MORTON, ROBERT B. W. Inactive/Closed		SCHUGGS, LUCILLE F. W Inactive/Closed		PAINSON MICLEOD, TABITHA	OTOLIANI, JOSEPH M. W Inactive/Closed			GIULANI, JOSEPH M. W AWard				McCormick, Amelia	McCornick, Amelia S		McCormick, Amelia SH	HS.	McCormick, Amelia VA Closed		McCormck, Amelia F	
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Contracts with Thomson Westlaw or Reed Elsweir LexisNexis and PACER System References

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U.S. COURTS - PACER • P.O. BOX 277773 • ATLANTA, GA 30384-7773

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PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login ID on your check. For your information, the PACER Service Center's Federal tax identification number is 74-2747938. To make payment by credit card, change account information, or view transaction details for this statement, visit the "Account Information" Section of the PACER Service Center web site at http://pacer-psc.uscourts-gov.

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

We must hear from you no later than the due date. If we do not hear from you and your account becomes delinquent, you are subject to having the account disabled. The address below is for payments only. All other correspondence including address changes should be directed to the PACER Service Center, P.O. Box 780549, San Antonio, TX 78278. If you have any questions regarding this statement, you may contact the PACER Service Center at (800) 676-6856 or (210) 301-6440

Current Charges:			\$0.00 \$22.80
Previous Balance:			
PACE	R-Net Charges:	\$22.80	
	R-Net Total Web Pages:	285	
	ER-Net Billing Rate:	\$0.08 / Page	•
	per of PACER-Net Transactions:	174	
	Up PACER Charges:	\$0.00	
	Up PACER Total Time:	00:00:00	
	Up PACER Billing Rate:	\$.60 / Minute	
	ber of Dial-Up PACER Transactions:	0	

Please detach this portion and return with your payment. Thank you!

PACER

Public Access to Court Electronic Records

Visit http://pacer.psc.uscourts.gov for address changes!

UD0330

DUE DATE 05/09/2005

AMOUNT DUE

\$22.80

Mail Payment to:

PACER Service Center P.O. Box 277773 Manta, GA 30384-7773

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PAUL II. KOEPPEL

13 S. DEPARTMENT OF HUD FOC
52 CORPORATE CIR
ALBANY NY 12203-5176

PACER QUARTERLY STATEMENT

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We must hear from you no later than 08/08/2005. If we do not hear from you and your account becomes delinquent, you are subject to having the account disabled. The address below is for payments only. All other correspondence including address changes should be directed to the PACER Service Center, P.O. Box 780549, San Antonio, TX 78278. If you have any questions regarding this statement, you may contact the PACER Service Center at (800)676-6856 or (210)301-6440.

ACCOUNT SUMMARY

Number of Dial-Up PACER Transactions:

Dial-Up PACER Billing Rate:

Dial-Up PACER Total Time:

00:00:00

Dial-Up PACER Charges:

\$0.00

Number of PACER-Net Transactions:

PACER-Net Billing Rate:

\$0.08 / Page
PACER-Net Total Web Pages:

\$379.36

Previous Balance:

\$0.00

Current Charges:

\$379.36

Total Amount Due:

\$379.36

Please detach this portion and return with your payment. Thank youl

PACER

Public Access to Court Electronic Records

LOGINID UD0330

DUE DATE

08/08/2005

AMOUNT DUB

\$379.36

Mail Payment to:

PACER Service Center P.O. Box 277773 Atlanta, GA 30384-7773

Paul H. Koeppel U.S. Department of Hud Foe 52 Corporate Circle

Albany, NY 12203-

PACER QUARTERLY STATEMENT

Paul H, Koeppel	
EOGIN ID: UD0330 Patr A: Roopper BILLING DATE: 10/05/2005: Its. Department of Hud Foc	
BILLING CYCLE: 07/01/05 to 09/30/05 518-464-4200	
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PAYMENT INSTRUCTIONS

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We must hear from you no later than 11/07/2005. If we do not hear from you and your account becomes delinquent, you are subject to having the account disabled. The address below is for payments only. All other correspondence including address changes should be directed to the PACER Service Center, P.O. Box 780549, San Antonio, TX 78278. If you have any questions regarding this statement, you may contact the PACER Service Center at (800)676-6856 or (210)301-6440.

Previous Balance:		\$0.00
	PACER-Net Charges: \$363.92	<u> </u>
	Number of PACER-Net Transactions: 3081 PACER-Net Billing Rate: \$ 0.08 / Page PACER-Net Total Web Pages: 4549	
	Dial-Up PACER Charges: \$0.00	
·	Number of Dial-Up PACER Transactions: Dial-Up PACER Billing Rate: Dial-Up PACER Total Time: 00:00:00	

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LOGIN ID

DUE DATE

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Total Amount Due:

Paul H. Keeppel 11 S. Department of Hud Foc 52 Corporate Circle

Albany, NY 12203-

Mail Payment to:

PACER Service Center P.O. Box 277773 Atlanta, GA 30384-7773

U.S. COURTS -- PACER • P.O. BOX 277773 • ATLANTA, GA 30384-7773

LOGIN ID:	UD0330	Paul H. Koeppel
BILLING DATE:	01/06/2006	U.S. Department of Hud Foc
BILLING CYCLE:	10/01/05-12/31/05	518-464-4200
PAGE:	1	

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	ACCOUNT SUMMARY		
	Number of Dial-Up PACER Transactions:	0	
, '	Dial-Up PACER Billing Rate:	\$.60 / Minute	
	Dial-Up PACER Total Time:	00:00:00	
	Dial-Up PACER Charges:	\$0.00	
:	Number of PACER-Net Transactions:	2384	
•	PACER-Net Billing Rate:	\$0.08 / Page	
•	PACER-Net Total Web Pages:	3673	
	PACER-Net Charges:	\$293.84	•
Previous Balance:			\$0.00
Current Charges:		•	\$293.84
Total Amount Due:			\$293.84

Please detach this portion and return with your payment. Thank you!

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LOGIN ID
UD0330

DUE DATE 02/06/2006

AMOUNT DUE

Mail Payment to:

\$293.84

PACER Service Center P.O. Box 277773 Atlanta, GA 30384-7773

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LOGIN ID:	UD0330		Paul H. Koeppel	•
BILLING DATE:	04/06/2006		U.S. Department	of Hud Foc
BILLING CYCLE:	1/01/06-3/31/06		518-464-4200	
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	ACCOUN	NT SUMMARY		
	Number of Dial-Up PACER	Transactions:	0	
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	Dial-Up PACER Total Time:		00:00:00	•
	Dial-Up PACER Charges:		\$0.00	
	Number of PACER-Net Trans	saçtions :	1891	
	PACER-Net Billing Rate:		\$0.08 / Page	•
	PACER-Net Total Web Pages	S:	3177	
	P.ACER-Net Charges:	141	\$254.16	
Previous Balance:		· ·		\$0.00
Current Charges:				\$254.16
Total Amount Due:				\$254.16
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LOGIN ID: BILLING DATE:	04/06/2006		U.S. Department of Hud Foc
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	ACCOUNT SUMMARY		
	Number of Dial-Up PACER Transactions: Dial-Up PACER Billing Rate: Dial-Up PACER Total Time: Dial-Up PACER Charges:	0 \$.60 / Minute 00:00:00 \$0.00	
	Number of PACER-Net Transactions: PACER-Net Billing Rate: PACER-Net Total Web Pages: PACER-Net Charges:	1891 \$0.08 / Page 3177 \$254.16	
Previous Balance: Current Charges:	PACEN-Net Charges.		\$0.00 \$254.16 \$254.16
Total Amount Due:			

Please detach this portion and return with your payment. Thank you!

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LOGIN 1D UD0330

DUE DATE 05/08/2006

Mail Payment to:

AMOUNT DUE 5254.16

PACER Service Center P.O. Box 277773 Atlanta, GA 30384-7773 109.36

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U.S. COURTS - PACER • P.O. BOX 70951 • CHARLOTTE, NC 28272-0951

BILLING DATE: 10/05/2006 U.S. Department of Hud Foc BILLING CYCLE: 07/01/2006 - 09/30/2006 518-464-4200	COOM D.	UD0330	Paul H. Koeppel
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ACCOUNT SUMMARY

Number of Dial-Up PACER Transactions:	0 .	
Dial-Up PACER Billing Rate:	\$.60 / Minute	•
Dial-Up PACER Total Time:	00:00:00	,
Dial-Up PACER Charges:	\$0.00	
Number of PACER-Net Transactions :	2924	
PACER-Net Billing Rate:	\$0.08 / Page	
PACER-Net Total Web Pages:	4017	
PACER-Net Charges:	\$321.36	
		\$0.00

Previous Balance:

.,0.00

Current Charges:

\$321.36

Total Amount Due:

\$321.36

Please detach this portion and return with your payment. Thank you!

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LOGIN ID
UD0330

DUE DATE 11/06/2006

Mail Payment to:

<u>\$321.36</u>

PACER Service Center P.O. Box 70951 Charlotte, NC 23272-0951

Paul H. Koeppel U.S. Department of Hud Foc 52 Corporate Cir Albany NY 12203-5176

U.S. COURTS - PACER • P.O. BOX 70951 • CHARLOTTE, NC 28272-0951

LOGIN ID:	UD0330	Paul H. Koeppel
BILLING DATE:	01/08/2007	U.S. Department of Hud Foc
BILLING CYCLE:	10/01/2006 - 12/31/2006	518-464-4200
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PAYMENT INSTRUCTIONS

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We must hear from you no later than 02/05/2007. If we do not hear from you and your account becomes delinquent, you are subject to having the account disabled. The address below is for payments only. All other correspondence including address changes should be directed to the PACER Service Center, P.O. Box 780549, San Antonio, TX 78278. If you have any questions regarding this statement, you may contact the PACER Service Center at (800) 676-6856 or (210) 301-6440.

ACCOUNT SUMMARY Number of Dial-Up PACER Transactions: \$.60 / Minute Dial-Up PACER Billing Rate: 00:00:00 Dial-Up PACER Total Time: \$0.00 Dial-Up PACER Charges: 7433 Number of PACER-Net Transactions: \$0.08 / Page PACER-Net Billing Rate: 9228 PACER-Net Total Web Pages: \$738.24 PACER-Net Charges: \$0.00 Previous Balance: \$738.24 Current Charges: \$738.24

Please detach this portion and return with your payment. Thank you!

PACER

Total Amount Due:

Public Access to Court Electronic Records

Visit http://pacer.psc.uscourts.gov for address changes!

LOGIN ID
UD0330

DUE DATE 02/05/2007

Mail Payment to:

\$738.24

PACER Service Center P.O. Box 70951 Charlotte, NC 28272-0951

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Paul H. Koeppel U.S. Department of Had Foc 52 Corporate Cir Aibany NY 12203-5176

U.S. CC	OURTS – PACER • P.O. BO	X /0951 • CHA	RLOTTE, NC	20272-0001
LOGIN ID:	UD0330		Paul H. Koeppel	
BILLING DATE:	04/05/2007		U.S. Department	of Hud Foc
	01/01/2007 - 03/31/20	07 ·	518-464-4200	
BILLING CYCLE:	. 1		-	
PAGE:				
		INSTRUCTION		
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Center, P. O. Box 780549, he PACER Service Cente of the suspected error(s)	rror on your statement or if you have San Antonio, TX 78278. All credit r at (210) 301-6441. In your corresp together with a copy of the transa ER Service Center receives your re	ondence provide us etions in question. I quest, you will be co	with your name, lo Please provide a representation of the provide a representation of the provided by a representation of the provided in the	ogin ID, and the dollar amount eason for each credit being esentative.
having the account disa	later than 05/07/2007. If we do not ibled. The address below is for pay ACER Service Center, P.O. Box 780 intact the PACER Service Center at	0549 San Antonio.	TX 78278. If you l	es definquent, you are subject e including address changes nave any questions regarding
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	Number of Dial-Up PACER T	ransaçtions:	0	•
	Dial-Up PACER Billing Rate:		\$.60 / Minute	•
•	Dial-Up PACER Total Time:		00:00:00	
,	Dial-Up PACER Charges:		\$0.00	
	Number of PACER-Net Transa	ctions:	2402	
	PACER-Net Billing Rate:	•	\$0.08 / Page	
	PACER-Net Total Web Pages:		3419	•
	PACER-Net Charges:		\$273.52	
Previous Balance:				\$0.00
Current Charges:				\$273.52
Total Amount Due:				\$273.52
	turn with your payment. Thank you!			
PACER		LOGIN I	D	DUE DATE
Public Access to Court Electroni	e Records	UD0330)	05/07/2007
Tsit http://pacer.psc.uscourts.g	ov for address changes!			MOUNT DUE
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Charlotte, NC 28272-0951

First Tip Control SCH 3-ORGIT 120
Paul II. Keeppel
U.S. Department of Hud fice
52 Corporate Cir.

U.S. COURTS - PACER • P.O. BOX 70951 • CHARLOTTE, NC 28272-0951

LOGIN ID:	UD0330	Paul H. Koeppel
BILLING DATE:	04/05/2007	U.S. Department of Hud Foc
BILLING CYCLE:	01/01/2007 - 03/31/2007	518-464-4200
PAGE:	11	

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We must hear from you no later than 05/07/2007. If we do not hear from you and your account becomes delinquent, you are subject to having the account disabled. The address below is for payments only. All other correspondence including address changes should be directed to the PACER Service Center, P.O. Box 780549, San Antonio, TX 78278. If you have any questions regarding this statement, you may contact the PACER Service Center at (800) 676-6856 or (210) 301-6440.

ACCOUNT SUMMAR	Y	
Number of Dial-Up PACER Transactions: Dial-Up PACER Billing Rate: Dial-Up PACER Total Time: Dial-Up PACER Charges: Number of PACER-Net Transactions: PACER-Net Billing Rate: PACER-Net Total Web Pages:	0 \$.60 / Minute 00:00:00 \$0.00 2402 \$0.08 / Page 34/9 \$273.52	
PACER-Net Charges: Previous Balance: Current Charges:		\$0.00 \$273.52 \$273.52

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LOGIN ID
UD0330

DUE DATE 05/07/2007

Mail Payment to:

3273.52

PACER Service Center P.O. Box 70951 Charlotte, NC 28272-0951 161. 44

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Pani H. Koeppel H.S. Department of Hud Fee 52 Corporate Cir Albany NY 12203-5176

PACER QUARTERLY STATEMENT/INVOICE

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PAYMENT INSTRUCTIONS

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ACCOUNT SUMMARY Number of Dial-Up PACER Transactions: \$ 0.60 / Minute Dial-Up PACER Billing Rate: 00:00:00 Dial-Up PACER Total Time: \$0.00 Dial-Up PACER Charges: 3487 Number of PACER-Net Transactions: \$ 0.08 / Page PACER-Net Billing Rate: 4923 PACER-Net Total Web Pages: \$393.84 PACER-Net Charges: \$0.00 Previous Balance: \$393.84 Current Charges: \$393.84 Total Amount Due:

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LOGIN ID

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AMOUNT DUE \$393.84

Paul H. Koeppel U.S. Department of Hud Foc 52 Corporate Circle

Albany, NY 12203-

Mail Payment to:

PACER Service Center P.O. Box 70951 Charlotte, NC 28272-0951

U.S. COURTS - PACER • P.O. BOX 70951 • CHARLOTTE, NC 28272-0951

ı	LOGIN ID: UD0330	Paul H. Koéppel
	LOGIN ID: 000330 BILLING DATE: 10/04/2007	U.S. Department of Hud Foc
		518-464-4200
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PAYMENT INSTRUCTIONS

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We must hear from you no later than 11/05/2007. If we do not hear from you and your account becomes delinquent, you are subject to having the account disabled. The address below is for payments only. All other correspondence including address changes should be directed to the PACER Service Center, P.O. Box 780549, San Antonio, TX 78278. If you have any questions regarding this statement, you may contact the PACER Service Center at (800) 676-6856 or (210) 301-6440.

ACCOUNT SUMMARY

Number of Dial-Up PACER Transactions: Dial-Up PACER Billing Rate:	\$.60 / Minute	
Dial-Up PACER Total Time: Dial-Up PACER Charges:	00:00:00 \$0.00	
Number of PACER-Net Transactions: PACER-Net Billing Rate: PACER-Net Total Web Pages:	2924 \$0.08 / Page <i>4560</i>	
PACER-Net Charges:	\$364.80	\$0.00
		\$364.80 \$364.80

Total Amount Due:

Previous Balance: Current Charges:

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LOGIN ID

UD0330

DUE DATE

11/05/2007

AMOUNT DUE

Mail Payment to:

\$364.80

PACER Service Center P.O. Box 70951 Charlotte, NC 28272-0951

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(1949-14) **** AUTOUSCH ** OIGIT 120 Paul H. Kooppel U.S. Ospartment of Hud Foc 52 Corporate Cir wibany StY 12203-5176

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PACER SERVICE CENTER INVOICE/STATEMENT

U.S. COURTS - PACER • P.O. BOX 70951 • CHARLOTTE, NC 28272-0951

LOGIN ID:	UD0330	Paul H. Koeppel
BILLING DATE:	01/07/2008	U.S. Department of Hud Foc
BILLING CYCLE:	10/01/07 - 12/31/07	518-464-4200
PAGE:	1	

PAYMENT INSTRUCTIONS

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We must hear from you no later than 02/04/2008. If we do not hear from you and your account becomes delinquent, you are subject to having the account disabled. The address below is for payments only. All other correspondence including address changes should be directed to the PACER Service Center, P.O. Box 780549, San Antonio, TX 78278. If you have any questions regarding this statement, you may contact the PACER Service Center at (800) 676-6856 or (210) 301-6440.

ACCOUNT SUMMARY

Number of Dial-Up PACER Transactions: Dial-Up PACER Billing Rate: \$.60 / Minute 00:00:00 Dial-Up PACER Total Time: \$0.00 Dial-Up PACER Charges: Number of PACER-Net Transactions: 4268 \$0.08 / Page PACER-Net Billing Rate: 6185 PACER-Net Total Web Pages: \$494.80 PACER-Net Charges: \$0.00

Current Charges: \$494.80

Total Amount Due: \$494.80

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LOGIN ID

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DUE DATE

02/04/2008

Mail Payment to:

AMOUNT DUE

\$494.80

PACER Service Center P.O. Box 70951 Charlotte, NC 28272-0951

1532 CH COMMUNICATION SCHEADIGHT 127 Paul H. Koeppel U.S. Department of Hud Foc S2 CORPORATE CIR

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PACER SERVICE CENTER INVOICE/STATEMENT

U.S. COURTS - PACER • P.O. BOX 70951 • CHARLOTTE, NC 28272-0951

LOGIN ID:	UD0330	Paul H. Koeppel
BILLING DATE:	04/04/2008	U.S. Department of Hud Foc
BILLING CYCLE:	01/01/08 - 03/31/08	518-464-4200
PAGE:	1	

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ACCOUNT SUMMARY

Number of Dial-Up PACER Transactions: Ω Dial-Up PACER Billing Rate: \$.60 / Minute 00:00:00 Dial-Up PACER Total Time: \$0.00 Dial-Up PACER Charges: 4044 Number of PACER-Net Transactions: \$0.08 / Page PACER-Net Billing Rate: 5896 PACER-Net Total Web Pages: \$471.68 PACER-Net Charges:

Previous Balance: Current Charges: \$0.00 \$471.68

Total Amount Due:

\$471.68

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LOCIN ID

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DUE DATE

05/05/2008

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AMOUNT DUE

\$471.68

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Pair H. Keeppel US Department of Hud Foc

12 Corporate Cir Albany NY 12203-5176

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U.S. COURTS - PACER • P.O. BOX 70951 • CHARLOTTE, NC 28272-0951

LOGIN ID:	UD0330	Paul H. Koeppel
BILLING DATE:	07/07/2008	U.S. Department of Hud Foc
BILLING CYCLE:	04/01/08 - 06/30/08	518-464-4200
PAGE:	. 1	

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ACCOUNT SUMMARY

Number of Dial-Up PACER Transactions:

Dial-Up PACER Billing Rate:

Dial-Up PACER Total Time:

Dial-Up PACER Charges:

Number of PACER-Net Transactions:

PACER-Net Billing Rate:

PACER-Net Total Web Pages:

PACER-Net Charges:

\$527.36

Previous Balance:
Current Charges:

\$0.00 \$527.36

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\$527,36

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Total Amount Due:

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LOGIN ID

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DUE DATE

08/04/2008

AMOUNT DUE

Mail Payment to:

\$527.36 Center

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Paul H. Koeppel U.S. Department of Hud Foe 52 Corporate Cir

Albany NY 12203-5176

PACER SERVICE CENTER INVOICL/STATEMENT

U.S. COURTS - PACER ◆ P.O. BOX 70951 ◆ CHARLOTTE, NC 28272-0951

LOGIN ID:	UD0330	Paul H. Koeppel
BILLING DATE:	10/03/2008	U.S. Department of Hud Foc
BILLING CYCLE:	07/01/08 - 09/30/08	318-404-4200
PAGE:	1	

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ACCOUNT SUMMARY

Number of Dial-Up PACER Transactions: \$.60 / Minute Dial-Up PACER Billing Rate: 00:00:00 Dial-Up PACER Total Time: \$0.00 Dial-Up PACER Charges: 5171 Number of PACER-Net Transactions: \$0.08 / Page PACER-Net Billing Rate: 7569 PACER-Net Total Web Pages: \$605.52 PACER-Net Charges: \$0.00

Current Charges:

\$605.52

Total Amount Due:

Previous Balance:

\$605.52

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LOGIN ID

UD0330

DUE DATE

11/03/2008

Mail Payment to:

AMOUNT DUE

\$605.52

PACER Service Center P.O. Box 70951 Charlotte, NC 28272-0951

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CHAIR ******ACTO***CHA DOUT 120 Paul H. Koeppel U.S. Department of Hud Foc 52 Corporate Cir. Albany NY 12203-5176

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PACER QUARTERLY STATEMENT/INVOICE

LOGIN ID: UD0330	Paul H. Koeppel
BILLING DATE: 01/06/2009	U.S. Department of Had Foc
BILLING CYCLE: 10/01/08 to 12/31/08	518-464-4200
PAGE:	

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We must hear from you no later than 02/02/2009. If we do not hear from you and your account becomes delinquent, you are subject to having the account disabled. The address below is for payments only. All other correspondence including address changes should be directed to the PACER Service Center, P.O. Box 780549, San Antonio, TX 78278. If you have any questions regarding this statement, you may contact the PACER Service Center at (800)676-6856 or (210)301-6440.

Total Amount D	ue:		\$446.24
Current Charges:			\$446.24
Previous Balance:			\$0.00
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	PACER-Net Total Web Pages:	5578	
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	Dial-Up PACER Charges:	\$0.00	
•	Dial-Up PACER Total Time:	00:00:00	
·	Dial-Up PACER Billing Rate:	\$ 0.60 / Minute	
	Number of Dial-Up PACER Transactions:	0	

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LOGIN ID

UD0330

DUE DATE 02/02/2009

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AMOUNT DUE

\$446.24

Paul II. Koeppel U.S. Department of Hud Foc 52 Corporate Circle

Albany, NY 12203-

PACER Service Center P.O. Box 70951 Charlotte, NC 28272-0951

Mail Payment to:

PACER QUARTERLY STATEMENT/INVOICE

LOGIN ID: UD0330 Paul H. Koeppel
LOGINID: UD0550 U.S. Department of Hud Foc U
DECENSION DATE: 04/03/2009
BIBLING DATE.
BILLING CYCLE: 01/01/09/to 03/31/09 518-164-1200
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We must hear from you no later than 05/04/2009. If we do not hear from you and your account becomes delinquent, you are subject to having the account disabled. The address below is for payments only. All other correspondence including address changes should be directed to the PACER Service Center, P.O. Box 780549, San Antonio, TX 78278. If you have any questions regarding this statement, you may contact the PACER Service Center at (800)676-6856 or (210)301-6440.

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	Number of PACER-Net Transactions: PACER-Net Billing Rate: PACER-Net Total Web Pages: PACER-Net Charges:	5826 \$ 0.08 / Page 9.102 <i>\$728.16</i>	
Previous Balance:			\$0.00 \$728.16
Current Charges: Total Amount I			\$728.16

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

LOGIN ID

UD0330

05/04/2009

PACER

Public Access to Court Electronic Records

AMOUNT DUE \$728.16

Paul H. Koeppel U.S. Department of Hud Foc 52 Corporate Circle

Albany, NY 12203-

Mail Payment to:

PACER Service Center P.O. Box 70951 Charlotte, NC 28272-0951

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Մ. Տ. D	. S. DHUD - New York Contracting Operations			enoi	c, CITY		d. ST	ATE	e. ZIP CODE	
6 Federal Plaza				Albany		ИА		12203-51	121	
New Yor	k	NA TO	2780068		I. SHIP VIA:					
		7. To:			-					
a. NAME OF	CONT	RACTOR.					. TYPE OF	ORDER		
						a. Purchase			b. Delivery	
b. COMPAN						LT at t at attachment				
		CE CENTER			Reference yo			tale dalkenne	illing instructions on the orders is subject to in	structions
c. STREET	ADDRE:	ss. W. STE 600	•		Please furnis	th the following on the term pecified on both-sides of th	12 0110	antaland of	n the side only of this f act to the terms and co	orm and is
	1-10-	W, 315 000	o. STATE	f. ZIP CODE	and on the a	ttached sheets, it any, inclu	iding	ssued subje he above-m	umbered contract.	nui(lons-oi
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12. F.O.B. I		•		14,000		ON OR BEFORE (D	iate)			
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		13. PLACE OF	CEPTANCE							
a. INSPEC		_	tination	,				<u> </u>		
Destin	actor	1		17. SCHEDULE	(See reverse for	Rejections)				
			SUPPLIES OR	SERVICES		QUANTITY ORDERED	UNIT (D)	UNIT PRICE	. AMOUNT	ACCEPTE
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	TIN	: 742747938. If you	ı have any questi	ons, please contact Tl	TOWAS F BOX	20. INVOICE NO.				17(h)
		18. SHIPPING POINT	•	19. GROSS SHIPPING WEIGH	HT .	20. INVOICE NO.				TOTAL (Cont.
				THE WAY OF TO						pages)
				21. MAIL INVOICE TO:				,	\$0.00	
SEE DIL	LING	a. NAME		and h shove				L	, , , , ,	
INSTRUC	TIONS	Address Shown		and b Above						17(i)
REVE		b. STREET ADDRESS (Address Shown	OR P.O. Box)	and b Above]	,	GRAND TOTAL
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		OLD!		d. STATE		a. ZIP CODE			\$2,000.00	•
		c CITY See block 5 at	nov.a	22				L		<u> </u>
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nn eikhti	TO STAT	ES OF AMERICA		7/2		THOMAS F BUCELW	ICZ			
BY (Signa	ilure)	ì	₹	1 -			TITLE: CO	NTRACTING	ORDERING OFFICER	
				1		<u></u>			OPTIONAL FORM .	47 (Rev &

-			OR SUPPLIES O	R SERVIC	ES			P	age 1 o
IMPOF	RTANT: Mark all pack	ages and papers with contract :	and/or order numbers.					•	
1. DATE	E OF ORDER	2. CONTRACT NO. ((if any)			6. SI	IP TO:		
03/03	3/2008			a. NAME OF	CONSIGNEE.				
3. ORDE		4. REQUISITION/REI	FERENCE NO.	U.S.D	ept. of HUD -	Albany	Office		
SBN2	AAC0004	R82BA0001		b. STREET	ADDRESS.		***************************************		***************************************
	NG OFFICE (Address co		,	52 Corp	orate Circle	- 2nd Fl	oor		
		rk Contracting Operati	ions						
	ederal Plaza			c. CITY			d. STATE	e. ZIF	CODE
New Y	ork	NY 102780068		Albany			VУ	122	03-5121
	7. To	<u>:</u>		I. SHIP VIA:					
a. NAME	OF CONTRACTOR.								
n. COMP	ANY NAME					8. TYPE	OF ORDER		
	SERVICE CENTER	3			a. Purchas	80		b. Delive	гу
. STREE	T ADDRESS.	**************************************		Reference yo	our		Even a b for a b 11	t	
/550_	IH 10 W, STE 60)0		1 .	h the following on the	terms and	—this-delivery-d	ilng instructions orders-is-subjec	t-to-instruction
. CITY		e. STATE	f. ZIP CODE	conditions sp	ecified on both sides	of this order	contained on	the side only of it to the terms a	this form and
AN AI	TONIO	ΥΥ	782295813	delivery as in	tached sheets, if any, dicated.	including	the above-nur	nbered contract	
. ACCOL	INTING AND APPROPRI	ATIONS DATA		10. REQUEST	ING OFFICE	· · · · · · · · · · · · · · · · · · ·			
ee pa	ige 2			U. S. De	pt. of HUD -	Albany O	ffice		
I. BUSIN	IESS CLASSIFICATION (Check appropriate box(es))		<u> </u>		•			
]a.	SMALL	🗹 b. OTHER THAN S	MALL	C. DIS	ADVANTAGED			d. WOMEN-	OWNED
. F.O.B.			14. GOVERMENT B/L N	10.	15. DELIVER TO F.		16. DISCOUN	IT TERMS	
estin	ation			1	ON OR BEFORE	Ē (Date)			
	13, PLAC	E OF			03/31/2009				
INSPEC		b. ACCEPTANCE							
estin	ation .	Destination ·							
			17. SCHEDULE (So	e reverse for Re	(ections)				
EM NO. (A)		SUPPLIES OR SERV	VICES		QUANTITY ORDERED	UNIT (D)	UNIT PRICE	AMOUNT (F)	QUANTIT
001	DATA COLLECTIO	ON CERUTORS			(C)		(E)		(G)
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	*** Note *** Estimated usage each	·			VICZ at (212) 542	-7310			
	*** Note *** Estimated usage each	e 37,500 @ approx \$.08		S F BUCELV	VICZ at (212) 542	-7310			17/h)
	*** Note *** Estimated usage each TIN: 742747938. If	e 37,500 @ approx \$.08 you have any questions, pl	ease contact THOMA SS SHIPPING WEIGHT	S F BUCELV		:-7310			17(h) FOTAL
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BILLING	*** Note *** Estimated usage each FIN: 742747938. If 18. SHIPPING POIN 3. NAME	you have any questions, pl	ease contact THOMA SS SHIPPING WEIGHT	S F BUCELV		:-7310		° 0 00	TOTAL
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E BILLING	*** Note *** Estimated usage each TIN: 742747938. If 18. SHIPPING POIN Address Show b STREET ACORES	you have any questions, pl 19. GRO 21. MAIL	ease contact THOMA ISS SHIPPING WEIGHT INVOICE TO: Above	S F BUCELV		-7310		\$0.00	FOTAL (Cont. pages)
E BILLING RUCTION	*** Note *** Estimated usage each TIN: 742747938. If 18. SHIPPING POIN Address Show b STREET ACORES	you have any questions, pl If 19 GRO 21 MAIL wn in Blocks 6a and b SS (OR P.O. Box)	ease contact THOMA ISS SHIPPING WEIGHT INVOICE TO: Above	S F BUCELV		-7310		\$0.00	FOTAL (Cont. pages)
E BILLING RUCTION ON	*** Note *** Estimated usage each TIN: 742747938. If 18. SHIPPING POIN Address Show 5. STREET ADDRES Address Show c. CITY	you have any questions, plot 19. GRO 21. MARL which in Blocks 6a and best 55 (OR P.O. Box) on in Blocks 6a and best 1. St.	ease contact THOMA DSS SHIPPING WEIGHT INVOICE TO: Above	S F BUCELV		-7310			TOTAL (Cont. pages) 17(i) GRAND
E BILLING RUCTION	*** Note *** Estimated usage each TIN: 742747938. If 18. SHIPPING POIN Address show b street Address Show	you have any questions, pl you have any questions, pl 19. GRO 21. MAIL wh in Blocks 6a and b SS (OR P.O. Box) you in Blocks 6a and b	ease contact THOMA DSS SHIPPING WEIGHT INVOICE TO: Above	S F BUCELV	NVOICE NO.	-7310	\$:	\$0.00	TOTAL (Cont. pages) 17(i) GRAND
BILLING RUCTION ON VERSE	*** Note *** Estimated usage each FIN: 742747938. If 18. SHIPPING POIN Address Show C. CITY See block 6 TATES OF AMERICA	you have any questions, plot 19. GRO 21. MARL which in Blocks 6a and best 55 (OR P.O. Box) on in Blocks 6a and best 1. St.	ease contact THOMA DSS SHIPPING WEIGHT INVOICE TO: Above	S F BUCELV 20.1	NVOICE NO.	-7310	\$:		TOTAL (Cont. pages) 17(i) GRAND
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	DER NO.	4 950111	SITION/REFE	SENCE NO.	~	CONSIGNEE,	•			
	AAC0008	R92AH		RENCE NO.	b. STREET	any Field Off	ice	·		
5. ISSL	JING OFFICE (Address co			· · · · · · · · · · · · · · · · · · ·	-!	orate Circle	- 2nd F	loor		
	. DHUD - New Yo		Operatio	ns	1		z.i.u t	1001		
26 F	ederal Plaza		•		c. CITY			d. STATE	e, ZIP	CODE
New '	York	NY 102780068			Albany			NY		3-5121
•	7. To				f. SHIP VIA:					
a. NAM	E OF CONTRACTOR.									
h COM	PANY NAME				 		8. TYP	E OF ORDER	-	
	R SERVICE CENTER	ı				a. Purchas	S 0		b. Deliver	у
c. STRE	ET ADDRESS.				Référence ye	our.		P		
7550	IH 10 W, STE 60	0			Please furnis	the following on the	terms and	this deliver	billing instructions y orders is subject	to instruction
d. CITY	· · · · · · · · · · · · · · · · · · ·	e. STATE		f. ZIP CODE	and on the at	pecified on both sides itached sheets, if any,	of this orde	r contained o	on the side only of the ect to the terms an	this form and d conditions
	NTONIO	TX		782295813	delivery as in	dicated.			numbered contract.	
	UNTING AND APPROPRI	ATIONS DATA	in the stayout	The state of the s	10. REQUEST	ING OFFICE				
See p	age 2				HUD Alba	ny Field Offi	ce			
11. BUSI	NESS CLASSIFICATION (Check appropriate box(es))	1						
	SMALL	✓ b. OTHER	THAN SMA	\LL	C. DIS	SADVANTAGED			d. women-c	WNED
12. F.O.B				14. GOVERMENT BIL N	о.	15. DELIVER TO F.		16. DISCO	UNT TERMS	
Desci	nation 13. PLAG	FOF		-	ļ	ON OR BEFORE 03/31/2010				
a. INSPE	· · · · · · · · · · · · · · · · · · ·	b. ACCEPTANCE					•			
	nation	Destination							·	
	······································	· .		17. SCHEDULE (See	reverse for Re	lections)	· · · · · · · · · · · · · · · · · · ·			·····
ITEM NO.		SUPPLIE	S OR SERVIC			QUANTITY	UNIT	UNIT	Altouna	T
(A)			(B)			ORDERED	(D)	PRICE	AMOUNT (F)	QUANTIT' ACCEPTE
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	TIN: 742747938. If	you have any quest	lions, plea	se contact ANDRES	S M WILLIA	MS at (212) 542.	7315	. 1		1
	18. SHIPPING POIN	r	19. GROSS	SHIPPING WEIGHT	20.1	INVOICE NO.				17(h)
										TOTAL (Cont.
	a. NAME		21. MAIL IN	VOICE TO:			·····			pages)
SEE BILLIN	7G	ENT AND INVESTM	ENT STAF	F				1	\$0.00	
ON REVERSE								 		
	P.O. BOX 448	15								.17(i) GRAND
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corgnature	1.				ТНОІ	MAS F BUCELWIC		٠,	٠.	
			٥٠			. r	ITLE: CONT	RACTING/OPDE	RING OFFICER	

		OR	DEK FO	R SUPPLIES	OR SERVIC	CES		İ	Paç	ge l of
IMPOR	TANT: Mark all packa	iges and papers with c	ontract and	l/or order numbers.						
1. DATE	OF ORDER	2. CONTR	ACT NO. (If a	ny)			6, 3	SHIP TO:		
03/01	/2005				a. NAME OF	F CONSIGNEE.				······································
3. ORDE	₹ NO.	4. REQUIS	ITIONIREFER	RENCE NO.	U. S. D	ept. of HUD	Albany	Office		
S5N2A	AC0021	R52BA0	002	•	b. STREET		 ,	***********		
	G OFFICE (Address cor				52 Corp	orate Circle	- 2nd F	loor		
		ck Contracting C	peracio	ia						
	deral Plaza				G. CITY			d. STATE	e. ZIP C	OÒE
new to	ork NY 10278006			· · · · · · · · · · · · · · · · · · ·	Albany			ΝΥ	12303	-5121
	7. To :				f. SHIP VIA:	•				
a. NAME (OF CONTRACTOR.									
b. COMPA	ANZ LI ALAF						в, түр	E OF ORDER		
	niname Service Center				ļ	a. Purcha	se		b. Delivery	
	ADDRESS.				-					
	Box 277773				Reference yo		· · · · · · · · · · · · · · · · · · ·	Except for b	o enoltointeni gnilli	n the roverse,
d. CITY		e, STATE		f. ZIP CODE	conditions s	in the following on the pacified on both side:	of this orde	contained o	orders is subject to n the side only of th	is form and is
Atlant	a ·	GA		30384	and on the at	itached sheets, if any,	including	issued subjective above-n	oct to the terms and umbered contract.	conditions of
	TING AND APPROPRIA		<u>-</u>		10. REQUEST					
See pag	ge 2				1	pt. of HUD -	713	0664		
					1 3. 5.	.pc. or nob -	vrosuA	Office .		
a. S		Check appropriate box(es)		LL	c. DIS	SADVANTAGED		٦	d. WOMEN-ON	NED
12. F.O.B. I	TNIO			14. GOVERMENT B/L	NO.	15. DELIVER TO F	O.B. POINT	16, DISCOL	JNT TERMS	
Destina	ition			1	ĺ	ON OR BEFOR	(Date)	101513001	Sitt TEXANS	
	13. PLAC	E OF				02/28/2006				
a. INSPECT		b. ACCEPTANCE			j					
Destina	ttion	Destination								
				17, SCHEDULE (S	ee reverse for Re	jections).				
(A)	•	SUPPLIES	OR SERVICE (B)	ES		QUANTITY ORDERED	UNIT (D)	UNIT PRICE	AMOUNT (F)	QUANTITY
0001	OTHR PROFESSIO	NAT. SERVICES				(C)	 -	(E)		(G)
		rieval service.	Indofin	iro abu auur		25,000.00	EST	\$0.08	\$2,000.0	0
		5 to 2/28/2006.	,	re dry arrang	ement for		1 1			
- 1	*** Note ***	0 00 1,10,1000.				1				
	Contact in Alba	any NY office fo	r invoi	~a		1				1
		questions: Paul				l			1	
	518-464-4200 X4			-		1.		4		1
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1	IN : 742747938. If	you have any quest	ons, plea	se contact THOM	AS E BUCELL	 	2 7240		i	
	18. SHIPPING POINT			SHIPPING WEIGHT			2-7310			
	 			SIMPLING WEIGHT,	20.	INVOICE NO.			ļ	17(h)
			21. MAIL IN	VOICE TO:					j	TOTAL (Cont.
EE BILLING				············						rades)
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REVERSE	5 STREET ADDRESS				"""					
	Address Show	n in Blocks Sa s	ind b Abo	ove					c	17(i) 94RD
	(2)			***						O FAL
	s. CiTY		I. STATE		e 21	P CODE			:3,639.00	4
	See block 6 :	PAOGE	- 33							**
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Si prature)			$\gamma_{//}$	6	1 THO	MAS F BUCELWI	CZ		•	
			/ '			:	TITLE CONT	RACTING/ORDE	RING GEFICER	*

						CURRENCE	OR SERV	ICE	s				Page	1 of :
<u> </u>														
			s and papers v	Aitu colitta	O Bland	order number	1		- ;	6. SI	IIP TO:			
1.DAT = OF 02/06/2			,	ONTRACT N			a. NAME	OF CC	ONSIGNEE. of HUD -	Albany	Office			
3. ORDER I			1	EQUISITION	REFEREN	ICE NO.	b. STRE							
S6N2AAC				2BA0001					ate Circle -	2nd F	cor			
5.ISSUING Ur. S. E	OFFICE (A	Address corres New York	pondance to) Contracti	ng Oper	ations						d. STATE		e, ZIP GOD	E
26 Fede					,		c. CITY				NY		12203 - 5	
New Yor	rk		NY 1027800	68			Alban	<u> </u>					,	
		7. To:					1. Shir V	11/4						
a. NAME O	F CONTRA	CTOR.	v			•				8. TYP	OF ORDER			
b. COMPAN	NY NAME	· · · · · · · · · · · · · · · · · · ·							a. Purchas	e			b. Delivery	
		CENTER							- :		F	b.100	Ineterctions on	ha raverte
c. STREET	ADDRESS						Referen		the following on the	terms and	this deliv	very ordei	Instructions on t	nstructions
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d.CITY				TATE X		782295803	and on t	ne atta as Ind	iched sheets, if any, loated.	the abov	the above-numbered contract.			
SAN ANT		APPROPRIAT			,				G OFFICE					
		PETROPHIA					v. s.	Dap	ot. of HUD -	Albany	Office			
See pag		VISION TION (C	and appropriate	hox(es))			 							
	ess class Mall	PLICATION (C.	hock appropriate	THER THA	AN SMA	նն		DIS	ADVANTAGED				WOMEN-OWN	ARD
12, F.O.B. F						14. GOVERMEN	IT B/L NO.		15. DELIVER TO F		16. DIS	COUNT 1	ERMS	
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		13, PLACE												
a. INSPEC			b. ACCEPTANG			÷								
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				SUPPLIES OF	SERVIC				QUANTITY	UNIT	UNIT PRICE		AMOUNT (F)	QUANTITO
(A)		-		(B					ORDERED (C)	(D)	(E)			(G)
		-07.7.0001.0	N SERVICES						25,000.0	0 EST	, \$ (p., o 8	\$2,000.00	
0001	DATA.	COPPECATO	M SERVICES	FOR BA	NKRUPT	CY-HUD Alb	any Office							
	DATA C	-ive 3/1/	06-2/28/07	. Indef	inite	quantity-	Maximum NT	Ξ		1 1			,	
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		ORDER FO	OR SUPPLIES O	R SERVIC	ES			Page	1 of
IMPOR	TANT: Mark all packages an	d papers with contract an	d/or order numbers.				·		
1. DATE	OF ORDER	2. CONTRACT NO. (If	any)			6. S	HIP TO:		
_ 9	-14-07			a. NAME OF	CONSIGNEE.				
3. ORDE	ER NO.	4. REQUISITION/REFE	RENCE NO.	OFC OF	HEALTHY HOMES	AND LE	AD HAZARD	CONTROL	
S7P3A	AC0092	R7L0005		b. STREET	ADDRESS.	·································			
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Wanam	aker Building		•	c. CITY			d. STATE	e. ZIP CO	DE
100 P	enn Square East Phil	ladelphia	PA 191073380	Washing	ton	DC	20410		
	7. To :			f. SHIP VIA:			 		
o NAME	OF CONTRACTOR.		 	-					
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d. CITY		e. STATE	f. ZIP CODE	and on the a	ttached sheets, if any, i		lesued subject	ct to the terms and o	
BETHES		MD	208143319	delivery as ir	ndicated.		the above-nui	mbered contract.	
9. ACCOL	JNTING AND APPROPRIATIONS I	DATA		10. REQUEST	TING OFFICE				
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12. F.O.B.			14. GOVERMENT B/L	NO.	15. DELIVER TO F.		16. DISCOU	NT TERMS	
Destin	nation		_	•	ON OR BEFOR	= (Nate)			
	13. PLACE OF]	ł	09/20/2009		- [
a. INSPEC		CEPTANCE	1	1	•		ŀ		
Destin	nation Des	tination						•	
			17. SCHEDULE (S	es reverse for R	ejections)				
ITEM NO.		SUPPLIES OR SERV	CES		QUANTITY	UNIT	UNIT	AMOUNT	QUANTITY
(A)		(B)			ORDERED	(D)	PRICE	(F)	ACCEPTED
			······································		(C)	 -	(E)		(G)
0001	LEGAL SERVICES				24.00	QTY	\$2,569.44	\$61,666.56	i
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	Access to law enfor	cement page is in	cluded.						
	Performance period	is 9/21/07 - 9/20	/09.					·	l
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	TIN: 521471842. If you h	ave any questions, pl	ease contact DONN	A CROWLE	Y at (215) 656-067	4 ext. 329	99	·	
	18. SHIPPING POINT	19. GRC	SS SHIPPING WEIGHT	20	. INVOICE NO.			.	17(h)
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r (Signature	" . F	Moula	2 Meise	(// MA	UREEN MUSILLI		•		
		· xulls	~ 1 vulle	الملا		TITLE: CON	TRACTING/ORDE	RING OFFICER	

CUMULATIVE FUNDING (ALL ACTIONS) FOR ORDER

S7P3AAC0092

LEXISNEXIS ENTERPRISE & LIBRARY SOLUTIONS

VENDOR TIN #: 521471842

ACCOUNTING AND APPROPRIATION DATA

Line Obligation No. No. Reservation No. BFY(s)		Program Bud Obj. Code Amend No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
001 S7P3AAC0092	0170		•	
001 R7L0005	L			\$61,666.56
2007	L	,	/ 0170	

TOTAL OBLIGATION:

\$61,666.56

THIS ACTION FUNDING CHANGES FOR ORDER S7P3AAC0092 / MOD 000
LEXISNEXIS ENTERPRISE & LIBRARY SOLUTIONS

VENDOR TIN #: 521471842

ACCOUNTING AND APPROPRIATION DATA

Line No.	•	Fund Code Budget Org. Code Cost Org. Code	Program Bud Obj. Code Amend No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
001	S7P3AAC0092	0170			
001	R7L0005	L		,	\$61,666.56
	2007	L.		/ 0170	
		TOTAL OBLIGATION	N:		\$61,666,56

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		•		ORDER FO	OR SUPPLIES O	R SERVI	CES		i	Pag	ge 1	of 1
IMPORT	TANT:	Mark all packag	ges and papers w	ith contract an	d/or order numbers.	•			***************************************			
1. DATE	OF OR	RDER	2. CC	ONTRACT NO. (If	any)			6. S	HIP TO:			
06/10	/200	9				a. NAME O	F CONSIGNEE.		********			
3. ORDE	R NO.		4. RE	QUISITION/REFE	RENCE NO.	Assista	ant Secretary f	or Hou	sing - E	Federal Housin	ıg C	ommissi
S9QAC	CS00	23	R9H	RO0009/PRQ	-09-005	b. STREET	ADDRESS.					
5. ISSUIN	IG OFF	FICE (Address corr	espondence to)			451 7th	n Street SW					
			ort Division	า		Room 91	100					
		treet SW				c, CITY	-	d. STATE	e. ZIP (CODE		
Room	5268	Washington	I	DC 20410-30	100	Washington DC 20410						
		7. To :			`	f. SHIP VIA:	:					
a. NAME	OF CO	NTRACTOR.										
JAMES	RUT	HERFORD						8. TYP	OF ORDER	}		
b. COMPA	ANY NA	AME					a. Purchas	8		☐ b. Deliver	v	
REED E	ELSEV	VIER, INC	·····			_		_			,	
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d. CITY			e. ST		f. ZIP CODE	and on the attached sheets. If any, including issued				ubject to the terms an	d con	
Washin	igtor	2	DC	·	200363843	delivery as			the abov	/e-numbered contract.		
9. ACCOU	JNTING	AND APPROPRIA	ITIONS DATA			10. REQUES	STING OFFICE					
See pa	ige 2	2				Housing	Procurement M	anageme	nt Divi	sion		
11. BUSIN	IESS C	LASSIFICATION (C	Check appropriate b	nov(es)\		<u> </u>						
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12. F.O.B.			Lund 30 C					0.0.000	. 1	t-max)	711111	
Destin			•		14. GOVERMENT B/L	NO.	15. DELIVER TO F. ON OR BEFORE		16. DIS	SCOUNT TERMS		
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a. INSPEC	TION	13. PEAG	b. ACCEPTANCE	:					l			
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			Debernatio		17. SCHEDULE (S	Soa roveree for	Palastions)					
TELLIA						occ reverse for						
(A)			SU	PPLIES OR SERV (B)	ICES		QUANTITY ORDERED	TIMU (D)	UNIT PRICE	AMOUNT (F)		QUANTITY ACCEPTED (Q)
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0001		SCELLANEOUS		m- T-5			1.00	QTY	\$53,000	\$53,000.	00	
					tion Services. F	rom June		[[
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		Note ***						1				
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į	Inf	ormation Se	rvices. Fr	om June 12,								
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<u>-</u>		18. SHIPPING POI			OSS SHIPPING WEIGHT			1000	<u>-</u> -			
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provided the provided the prices, an exceed \$1	SUPPLEMENTAL INVOICING INFORMATION f 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 hust be provided; contract no (if any), order number, item number(s), description of supplies or services, sizes, quantities, unit rices, and extended totals. Prepaid shipping cost will be indicated as a separate item on the invoice. Where shipping costs xceed \$10 (except for parcel post), the billing must be supported by a bill of landing or receipt. When several orders are invoiced to n ordering activity during the same billing period, consolidated periodic billings are encouraged.									
			RECEIVI							received
			n on the face of this ordeted below have been reje				nspected,	accepte	ea,	received,
SHIPMENT NUMBER	PARTIAL	to contract. Items as	DATE RECEIVED			NATURE OF A		J.S. GOV'T REP.		DATE
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CUMULATIVE FUNDING (ALL ACTIONS) FOR ORDER

S9QACCS0023

REED ELSEVIER, INC

VENDOR TIN #: 521471842

ACCOUNTING AND APPROPRIATION DATA

Line No.	Reservation No.	Fund Code Budget Org. Code Cost Org. Code	Program Bud Obj. Code Amend No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
001	S9QACCS0023	0335	2500		
001	R9HRO0009	HEX	2545		\$53,000.00
	2009	HEX			
		TOTAL ODLICATIO	N1.		Ama aaa aa

TOTAL OBLIGATION:

\$53,000.00

THIS ACTION FUNDING CHANGES FOR ORDER

S9QACCS0023 / MOD 000 REED ELSEVIER, INC VENDOR TIN #: 521471842

ACCOUNTING AND APPROPRIATION DATA

Line No.	•	Fund Code Budget Org. Code Cost Org. Code	Program Bud Obj. Code Amend No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
001	S9QACCS0023	0335	2500		
001	R9HRO0009	HEX	2545		\$53,000.00
	2009	HEX			
		TOTAL OBLIGATIO	N:		\$53,000.00

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SOLICITAT	ION/CONTRACT/O			NS.	1	UISITION NU	MHER CA-00006	PAGE 1	OF	age (Statio, etc.)), (epsy)
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00-028-00	48%/C~OPC-23071	DATE	C-09C-23	071						
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9. ISSUED BY	ertment of Hous	ing & Urban	1	STRICTED			DESTINATION UN	LEGS		
pevelopme	ant Agency							_		
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	ingboro Pike	DOTTS/ HOVED	P. O. E						,	•
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0001	The contractor	shall provide	нор но	1		LOT	\$384,435.00		435.00	
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		ervices for leg						Funds	(SAF)	
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	for this contra	ct. The Governme r this contract :	nt'e							
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	for any payment	may arise until	funda are							
	made available	to the Contraction of and until the	ng Officer						•	
	Contractor rece	ives notice of a	ich			·				•
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	by the Contract	10g - UTX1042 . Kilional Snaota as Necessar,	v)	 						
25 ACCOUNT	NG AND APPROPRIATION	DATA					26. TOTAL AWARD		(For Govi. (SAF)	(at Only)
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27h CC	NYRACT/PURCMASE CPURER						ONTRACT: REFERE		ARE HOT ATT	OFFER
28 CONTRAC 28 TO ISS	TOR IS REQUIRED TO S G LUING OFFICE. CONTRACT	7 THIS DUCUMENT AND R FOR AGREES TO FURNISH	AND DELIVER A.	COPIES LITEMS	J. 219.	DATED	•		RON SOLICA	
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	ict to the terms and co se of offerendr/contrac		KEIN.	. 31a. LII	N, JED-S7		t forth Herein, is Eri ca (s <i>ignature</i> (
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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. SERVICES – This is a firm-fixed price contract as defined in the Federal Acquisition Regulation (FAR) 16.202-1. The contractor shall provide legal subscription services via LEXIS/NEXIS for access to Court Link, Accurint, and Treatis for legal information searches for HQ, Enforcement Center. These services shall be provided in accordance with the attached statement of work (SOW).

B.2. PRICE SCHEDULE

As total compensation for all services performed in accordance with the terms, conditions, and specifications stated herein, the contractor will be paid according to the prices listed below.

B.3. Performance Period: October 01,2006 through September 30, 2007 with four (4) one (1) year options Subject to the Availability of Funds.

CLIN	Supplies/Services	CLIN	Performance Period	Quantity	Unit	Price (\$)	Contract Total
	Period of performance	Type					<u> </u>
	10/01/06 to 09/30/07						
0001	Legal Subscription services	FFP	10/01/06 – 09/30/07	1	LOT	\$384,435.00	\$384,435.00
	via Lexis/Nexis for access						
	to Court Link, Accurint and				•		Subject to the
	Treatis. Legal information						Availability of
	searches for HQ,						Funds
	Enforcement Center.						
1001A	Legal Subscription services	FFP	10/01/07- 09/30/08	1	LOT	\$495,968.05	\$495,968.05
Option 1	via Lexis/Nexis for access						
•	to Court Link, Accurint and						Subject to the
	Treatis. Legal information						Availability of
	searches for HQ,						Funds
	Enforcement Center						
2002A	Legal Subscription services	FFP	10/01/-08- 09/30/09	1	LOT	\$510,847.09	\$510,847.09
Option 2	via Lexis/Nexis for access		•				
	to Court Link, Accurint and						Subject to the
	Treatis. Legal information						Availability of
	searches for HQ,						Funds
•	Enforcement Center						
3003A	Legal Subscription services	FFP	10/01/09 - 09/30/10	1	LOT	\$526,172.50	\$526,172.50
Option 3	via Lexis/Nexis for access						·
•	to Court Link, Accurint and						Subject to the
	Treatis. Legal information						Availability of
	searches for HQ,					,	Funds
	Enforcement Center						
4004A	Legal Subscription services	FFP	10/01/10 - 09/30/11	1	LOT	\$541,957.68	\$541,957.68
Option 4	via Lexis/Nexis for access						
•	to Court Link, Accurint and						Subject to the
	Treatis. Legal information						Availability of
•	searches for HQ,						Funds
	Enforcement Center			1			

STATEMENT OF WORK Lexis/Nexis

A. <u>Background:</u> The Office of General Counsel is requiring a company to provide online research services to OGC Headquarters, the Departmental Enforcement Center, Regional and Field Offices. Contractor must be able to provide access nationwide. Our attorneys are tasked to deal with a wide range of issues on a daily bases. This research service must include case studies, court rulings and law reviews under a fixed plan.

B. Scope:

The Office of General Counsel anticipates more than 200 users at any given time to access dossiers of individuals, employment history, court rulings and legal research. Our goal is to make sure that we provide the necessary tools to help our employees in assisting them in their overall job performance. The period of performance will be annually with 4 option years.

C. Contractors Tasks:

The contractor will be responsible for providing an on-line service that is access friendly, historical court rulings, legislative and legal history.

D. Deliverables:

On a daily basis, the contractor will provide on-line services that are accessible 24 hours a day and 365 days a year.

E. Goals:

HUD's, Office of General Counsel anticipates that this service will provide the additional information that will assist the employee in researching documents, court rulings, and business employment history.

F. Expertise:

The Department is seeking the experience of a business that has been in business with at least 30 or more years experience in providing legal services, historical data and employment historical data.

G. Travel:

No travel is anticipated on this requirement.

SECTION D- PACKAGING AND MARKING

D1. AS 501 ENVIORNMENTALLY SAFE PACKAGING (NOV 1997)

The contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g recycled paper). The packaging methods shall be in accordance with the best commercials practices and provide adequate protection during shipping and handling.

D2. MARKING OF REPORTS

All reports shall prominently show on the cover of the report:

(a) Name and business address of the contractor, (b) Title/Identification of report; (c) Type of report (d) Period covered by the report; (e) Contract Number; (f) Name of Recipient.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section Lof this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-4 2452.246-70	INSPECTION OF SERVICESSFIXED-PRICE INSPECTION AND ACCEPTANCE	AUG 1996 APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	Apr 1984
52.247-34	F.O.B. DESTINATION	Nov 1991

F.2 HUDAR 2452.211-70 CONTRACT PERIOD (APR 1984)

The Contractor shall complete all work hereunder, including delivery of the final report, if required, by September 30, 2007.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (FEB 2006)

- (a) The Government Technical Representative (GTR) for liaison with the contractor as to the conduct of work is [to be inserted at time of award] or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.
- (b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:
- (1) Causes the contractor to perform work outside the statement of work or specifications of the contract:
- (2) Constitutes a change as defined in FAR 52.243 1;
- (3) Causes an increase or decrease in the cost of the contract;
- (4) Alters the period of performance or delivery dates; or
- (5) Changes any of the other express terms or conditions of the contract.
- (c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone, facsimile (fax), or electronic mail.
- (d) Certain of the GTR's duties and responsibilities may be delegated to one or more Government Technical Monitors (GTMs) (see HUDAR subpart 2402.1). The Contracting Officer will notify the contractor in writing of the appointment of any GTMs.
- (e) Other specific limitations [to be inserted by Contracting Officer]:
- (f) The contractor shall promptly notify the Contracting Officer whenever the contractor believes that guidance provided by any government personnel, whether or not specifically provided pursuant to this clause, is of a nature described in paragraph (b) above.

 (End of clause)

SECTION H - SPECIAL CONTRACT CLAUSES

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for aninternet address (if specified) for electronic access to the full text of a clause.

H.2 HUDAR 2452.239-70 ACCESS TO HUD SYSTEMS (NOV 2005) (Deviation)

(a) Definitions: As used in this clause -

"Access" means the ability to obtain, view, read, modify, delete, and/or otherwise make use of information resources.

"Application" means the use of information resources (information and information technology) to satisfy a specific set of user requirements (see OMB Circular A-130).

"Contractor employee" means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

"Mission critical system" means an information technology or telecommunications system used or operated by HUD or by a HUD contractor, or organization on behalf of HUD, that processes any information, the loss, misuse, disclosure, or unauthorized access to, or modification of, would have a debilitating impact on the mission of the agency.

"NACI" means National Agency Check with Written Inquiries, the minimum background investigation prescribed by the U.S. Office of Personnel Management.

"PIV Card" means Personal Identity Verification (PIV) Card, the Federal Government-issued identification credential (i.e., identification badge).

"Sensitive information" means any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of federal programs or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

"System" means an interconnected set of information resources under the same direct management control, which shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people (see OMB Circular A-130). System includes any system owned by HUD or owned and operated on HUD's behalf by another party. (b) General.

(1) The performance of this contract requires contractor employees to have access to a HUD system or systems. All such employees who do not already possess a current PIV Card acceptable to HUD shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check, and obtain a PIV Card prior to being permitted access to any such system in performance of this contract. HUD may accept a PIV Card issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to any HUD system without a PIV Card.

- (2) All contractor employees who require access to mission-critical systems or sensitive information contained within a HUD system or application(s) are required to have a more extensive background investigation. The investigation shall be commensurate with the risk and security controls involved in managing, using, or operating the system or applications(s).
- (c) <u>Citizenship-related requirements</u>. Each affected contractor employee as described in paragraph (b) shall be:
- (1) A United States (U.S.) citizens: or.
- (2) A national of the United States (see 8 U.S.C. 1408); or,
- (3) An alien lawfully admitted into the United States for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151.
- (d) Background investigation process:
- (1) The Government Technical Representative (GTR) shall notify the contractor of those contractor employee-positions-requiring background investigations.
- (i) For each contractor employee requiring access to HUD information systems, the contractor shall submit the following properly-completed forms: Standard Form (SF) 85, "Questionnaire for Non-sensitive Positions," FD 258 (Fingerprint Chart), and a partial Optional Form (OF) 306 (Items 1, 2, 6, 8-13, 16, and 17).
- (ii) For each contractor employee requiring access to mission-critical systems and/or sensitive information contained within a HUD system and/or application(s), the contractor shall submit the following properly-completed forms: SF 85P, "Questionnaire for Public Trust Positions," FD 258, and a Fair Credit Reporting Act form (authorization for the credit-check portion of the investigation). Contractor employees shall not complete the Medical Release behind the SF 85P.
- (iii) The SF85, 85P, and OF 306 are available from the Office of Personnel Management's website: http://www.opm.gov. The GTR will provide all other forms that are not obtainable via the Internet.
- (2) The contractor shall deliver the forms and information required in subparagraph (d)(1) to the GTR.
- (3) Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding two (2) years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information in lieu of the forms and information listed in subparagraph (d)(1): employee's full name, Social Security number, and place, and date of birth.
- (4) The investigation process shall consist of a range of personal background inquiries and contacts (written and personal) and verification of the information provided on the investigative forms described in subparagraph (d)(1).
- (5) Upon completion of the investigation process, the GTR will notify the contractor if any contractor employee is determined to be unsuitable to have access to the system(s), application(s), or information. Such an employee may not be given access to those resources. If any such employee has already been given access pending the results of the background investigation, the contractor shall ensure that the employee's access is revoked immediately upon receipt of the GTR's notification.
- (6) Failure of the GTR to notify the contractor (see subparagraph (d)(1)) of any employee who should be subject to the requirements of this clause and is known, or should reasonably be known, by the contractor to be subject to the requirements of this clause, shall not excuse the contractor from making such employee(s) known to the GTR. Any such employee who is identified and is working under the contract without having had the appropriate background investigation or furnished the required forms for the investigation, shall cease to perform such work immediately and shall not be given access to the system(s)/application(s) described in paragraph (b) until the contractor has provided the investigative forms required in subparagraph (d)(1) for the employee to the GTR
- (7) The contractor shall notify the GTR in writing whenever a contractor employee for whom a background investigation package was required and submitted to HUD, or for whom a background investigation was completed, terminates employment with the contractor or otherwise is no longer performing work under this contract that requires access to the system(s), application(s), or information. The contractor shall provide a copy of the written notice to the Contracting Officer.

(e) PIV Cards.

(1) HUD will issue a PIV Card to each contractor employee who is to be given access to HUD systems and does not already possess a PIV Card acceptable to HUD (see paragraph (b)). HUD will not issue the PIV Card until the contractor employee has successfully cleared an FBI National Criminal History Fingerprint Check, and HUD has initiated the background investigation for the contractor employee. Initiation is defined to mean all background information required in paragraph (d)(1) has been delivered to HUD. The employee may not be given access prior to those two events. HUD may issue a PIV Card and grant access pending the completion of the background investigation. HUD will revoke the PIV Card and the employee's access if the background investigation process (including adjudication of investigation results) for the employee has not been completed within six (6) months after the issuance of the PIV Card.

(2) PIV Cards shall identify individuals as contractor employees. Contractor are all to the pix

(2) PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a HUD facility, and shall present cards for inspection upon request by HUD.

inspection-upon-request by HUD officials or HUD security personnel.

- (3) The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the GTR if any PIV Card(s) cannot be accounted for. The contractor shall notify the GTR immediately whenever any contractor employee no longer has a need for his/her HUD-issued PIV Card (e.g., employee terminates employment with the contractor, employee's duties no longer require access to HUD systems). The GTR will instruct the contractor as to how to return the PIV Card. Upon expiration of this contract, the GTR will instruct the contractor as to how to return all HUD-issued PIV Cards not previously returned. The contractor shall not return PIV Cards to any person other than the individual(s) named by the GTR.
- (f) <u>Control of access</u>. HUD shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to HUD systems. The GTR will notify the contractor immediately when HUD has determined that an employee is unsuitable or unfit to be permitted access to a HUD system. The contractor shall immediately notify such employee that he/she no longer has access to any HUD system, physically retrieve the employee's PIV Card from the employee, and provide a suitable replacement employee in accordance with the requirements of this clause.
- (g) <u>Incident response notification</u>. An incident is defined as an event, either accidental or deliberate, that results in unauthorized access, loss, disclosure, modification, or destruction of information technology systems, applications or data. The contractor shall immediately notify the GTR and the Contracting Officer of any known or suspected incident, or any unauthorized disclosure of the information contained in the system(s) to which the contractor has access.

(h) Nondisclosure of information.

- (1) Neither the contractor nor any of its employees shall divulge or release data or information developed or obtained during performance of this contract, except to authorized government personnel with an established need to know or upon written approval of the Contracting Officer. Information contained in all source documents and other media provided by HUD is the sole property of HUD.
- (2) The contractor shall require that all employees who may have access to the system(s)/applications(s) identified in paragraph (b) sign a pledge of nondisclosure of information. The employees shall sign these pledges before they are permitted to perform work under this contract. The contractor shall maintain the signed pledges for a period of three years (3) after final payment under this contract. The contractor shall provide a copy of these pledges to the GTR.

(i) Security procedures.

- (1) The Contractor shall comply with applicable Federal and HUD statutes, regulations, policies and procedures governing the security of the system(s) to which the contractor's employees have access including, but not limited to:
- (i) Federal Information Security Management Act (FISMA) of 2002;
- (ii) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (iii) HUD Handbook 2400.25, Information Security Policy;
- (iv) HUD Handbook 732.3, Personnel Security/Suitability;

- (v) Federal Information Processing Standards 201 (FIPS 201), Sections 2.1 and 2.2;
- (vi) Homeland Security Presidential Directive 12 (HSPD-12); and
- (vii) OMB Memorandum M-05-24, Implementing Guidance for HSPD-12.
- The HUD Handbooks are available online at: http://www.hudclips.org/cgi/index.cgi or from the GTR. (2) The contractor shall develop and maintain a compliance matrix that lists each requirement set forth in paragraphs, (b), (c), (d), (e), (f), (g), (h), (i)(1) and (m) of this clause with specific actions taken, and/or procedures implemented, to satisfy each requirement. The contractor shall identify an accountable person for each requirement, the date actions/procedures were initiated/completed, and certify that information contained in this compliance matrix is correct. The contractor shall ensure that information in this compliance matrix is complete, accurate, and up-to-date at all times for the duration of this contract. Upon request, the contractor shall provide copies of the current matrix to HUD.
- (3) The Contractor shall ensure that its employees, in performance of the contract, receive annual training (or once if the contract is for less than one year) in HUD information technology security policies, procedures, computer ethics, and best practices in accordance with HUD Handbook 2400.25.
- (j) Access to contractor's systems. The Contractor shall afford HUD, including the Office of Inspector General, access to the Contractor's facilities, installations, operations, documentation (including the compliance matrix required under paragraph (i)(2)), databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out, but not limited to, any information security program activities, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of HUD data and systems, or to the function of information systems operated on behalf of HUD, and to preserve evidence of computer crime.
- (k) Contractor compliance with this clause. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for default.
- (1) <u>Physical access to Federal Government facilities</u>. The contractor and any subcontractor(s) shall also comply with the requirements of HUDAR clause 2452.237 75 when the contractor's or subcontractor's employees will perform any work under this contract on site in a HUD or other Federal Government facility.
- (m) <u>Subcontracts</u>. The contractor shall incorporate this clause in all subcontracts where the requirements specified in paragraph (b) of this section are applicable to performance of the subcontract. (End of clause)

NUMBER TITLE DATE

H.3 HUDAR 2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY (FEB 2006)

- (a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.
- (b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract:
- [product description, part/catalog number, other identifier, and serial number, if any] This product has been scanned for known viruses using [name of virus-screening product, including version number, if any] and is certified to be free of known viruses at the time of delivery."
- (c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor's failure to take adequate

precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.

(d) This clause shall not limit the rights of the government under any other clause of this contract.

H.4 HUDAR 2452.237-75 ACCESS TO HUD FACILITIES (NOV 2005) (Deviation)

(a) Definitions. As used in this clause -

"Access" means physical entry into, and to the extent authorized, mobility within, a Government facility. "Contractor employee" means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

"Facility" and "Government facility" mean buildings, including areas within buildings, owned, leased, shared, occupied, or otherwise controlled by the Federal Government.

"NACI" means National Agency Check with Written Inquiries, the minimum background investigation prescribed by the U. S. Office of Personnel Management.

"PIV Card" means Personal Identity Verification (PIV) Card, the Federal Government-issued identification credential (identification badge).

- (b) <u>General</u>. The performance of this contract requires contractor employees to have access to HUD facilities. All such employees who do not already possess a current PIV Card acceptable to HUD shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check, and obtain a PIV Card prior to being permitted access to any such facility in performance of this contract. HUD may accept a PIV Card issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to a HUD facility without a proper PIV Card.
- (c) Background information.
- (1) For each contractor employee subject to the requirements of this clause and not in possession of a current PIV Card acceptable to HUD, the contractor shall submit the following properly-completed forms: Standard Form (SF) 85, "Questionnaire for Non-sensitive Positions," FD 258 (Fingerprint Chart), and a partial Optional Form (OF) 306 (Items 1, 2, 6, 8-13, 16, and 17). The SF-85, and OF-306 are available from the Office of Personnel Management's (OPM) website: http://www.opm.gov. The GTR will provide all other forms that are not obtainable via the Internet.
- (2) The contractor shall deliver the forms and information required in subparagraph (c)(1) to the GTR.
- (3) The information provided in accordance with paragraph (c)(1) will be used to perform a background investigation to determine the suitability of the contractor employees to have access to Government facilities. After completion of the investigation, the GTR will notify the contractor in writing if any contractor employee is determined to be unsuitable to be given access to a Government facility. The contractor shall immediately remove such employees from work on this contract that requires the employees' physical presence in a Government facility.
- (4) Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding two (2) years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information in lieu of the forms and information listed in subparagraph (c)(1): employee's full name, Social Security Number, and place and date of birth.

 (d) PIV Cards.
- (1) HUD will issue a PIV Card to each contractor employee who is to be given access to HUD facilities and does not already possess a PIV Card acceptable to HUD (see paragraph (b)). HUD will not issue the PIV Card until the contractor employee has successfully cleared the FBI National Criminal History Fingerprint Check, and HUD has initiated the background investigation for the contractor employee. Initiation is defined to mean all background information required in paragraph (c)(1) has been delivered to HUD. The employee may not be given access prior to those two events. HUD may issue a PIV Card and grant access pending the completion of the background investigation. HUD will revoke the PIV Card and the employee's

access if the background investigation process (including adjudication of investigation results) for the employee has not been completed within six (6) months after the issuance of the PIV Card.

(2) PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a HUD facility, and shall present cards for inspection upon request by HUD officials or HUD security personnel.

- (3) The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the GTR if any PIV Card(s) cannot be accounted for. The contractor shall notify the GTR immediately whenever any contractor employee no longer has a need for his/her HUD-issued PIV Card (e.g., employee terminates employment with the contractor, employee's duties no longer require access to HUD facilities). The GTR will instruct the contractor as to how to return the PIV Card. Upon expiration of this contract, the GTR will instruct the contractor as to how to return all HUD-issued PIV Cards not previously returned. The contractor shall not return PIV Cards to any person other than the individual(s) named by the GTR.
- (e) <u>Control of access</u>. HUD shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to HUD facilities. The GTR will notify the contractor immediately when HUD has determined that an employee is unsuitable or unfit to be permitted access to a HUD facility. The contractor shall immediately notify such employee that he/she no longer has access to any HUD facility, remove the employee from any such facility that he/she may be in, and provide a suitable replacement in accordance with the requirements of this clause.
- (f) Access to HUD information systems. If this contract requires contractor employees to have access to HUD information system(s), application(s), or information contained in such systems, the contractor shall comply with all requirements of HUDAR clause 2452.239-70, Access to HUD Systems, including providing for each affected employee any additional background investigation forms prescribed in that clause.
- (g) <u>Subcontracts</u>. The contractor shall incorporate this clause in all subcontracts where the requirements specified in paragraph (b) of this section are applicable to performance of the subcontract.

H.5 HUDAR 2452.237-70 KEY PERSONNEL (OCT 1997)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

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H.6 HUDAR 2452.237-75 ACCESS TO HUD FACILITIES (NOV 2005) (Deviation)

(a) Definitions. As used in this clause -

"Access" means physical entry into, and to the extent authorized, mobility within, a Government facility. "Contractor employee" means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

"Facility" and "Government facility" mean buildings, including areas within buildings, owned, leased, shared, occupied, or otherwise controlled by the Federal Government.

"NACI" means National Agency Check with Written Inquiries, the minimum background investigation prescribed by the U. S. Office of Personnel Management.

"PIV Card" means Personal Identity Verification (PIV) Card, the Federal Government-issued identification

credential (identification badge).

(b) General. The performance of this contract requires contractor employees to have access to HUD facilities. All such employees who do not already possess a current PIV Card acceptable to HUD shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check, and obtain a PIV Card prior to being permitted access to any such facility in performance of this contract. HUD may accept a PIV Card issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to a HUD facility without a proper PIV Card.

(c) Background information.

(1) For each contractor employee subject to the requirements of this clause and not in possession of a current PIV Card acceptable to HUD, the contractor shall submit the following properly-completed forms: Standard Form (SF) 85, "Questionnaire for Non-sensitive Positions," FD 258 (Fingerprint Chart), and a partial Optional Form (OF) 306 (Items 1, 2, 6, 8-13, 16, and 17). The SF-85, and OF-306 are available from the Office of Personnel Management's (OPM) website: http://www.opm.gov. The GTR will provide all other forms that are not obtainable via the Internet.

(2) The contractor shall deliver the forms and information required in subparagraph (c)(1) to the GTR.

(3) The information provided in accordance with paragraph (c)(1) will be used to perform a background investigation to determine the suitability of the contractor employees to have access to Government facilities. After completion of the investigation, the GTR will notify the contractor in writing if any contractor employee is determined to be unsuitable to be given access to a Government facility. The contractor shall immediately remove such employees from work on this contract that requires the employees' physical presence in a Government facility.

(4) Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding two (2) years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information in lieu of the forms and information listed in subparagraph (c)(1): employee's full name, Social Security Number, and place and date of birth.

(d) PIV Cards.

(1) HUD will issue a PIV Card to each contractor employee who is to be given access to HUD facilities and does not already possess a PIV Card acceptable to HUD (see paragraph (b)). HUD will not issue the PIV Card until the contractor employee has successfully cleared the FBI National Criminal History Fingerprint Check, and HUD has initiated the background investigation for the contractor employee. Initiation is defined to mean all background information required in paragraph (c)(1) has been delivered to HUD. The employee may not be given access prior to those two events. HUD may issue a PIV Card and grant access pending the completion of the background investigation. HUD will revoke the PIV Card and the employee's access if the background investigation process (including adjudication of investigation results) for the employee has not been completed within six (6) months after the issuance of the PIV Card.

(2) PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a HUD facility, and shall present cards for inspection upon request by HUD officials or HUD security personnel.

(3) The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the GTR if any PIV Card(s) cannot be accounted for. The contractor shall notify the GTR immediately whenever any contractor employee no longer has a need for his/her HUD-issued PIV Card (e.g., employee terminates employment with the contractor, employee's duties no longer require access to HUD facilities). The GTR will instruct the contractor as to how to return the PIV Card. Upon expiration of this contract, the GTR will instruct the contractor as to how to return all HUD-issued PIV Cards not previously returned. The contractor shall not return PIV Cards to any person other than the individual(s) named by the GTR.

- (e) <u>Control of access</u>. HUD shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to HUD facilities. The GTR will notify the contractor immediately when HUD has determined that an employee is unsuitable or unfit to be permitted access to a HUD facility. The contractor shall immediately notify such employee that he/she no longer has access to any HUD facility, remove the employee from any such facility that he/she may be in, and provide a suitable replacement in accordance with the requirements of this clause.
- (f) Access to HUD information systems. If this contract requires contractor employees to have access to HUD information system(s), application(s), or information contained in such systems, the contractor shall comply with all requirements of HUDAR clause 2452.239-70, Access to HUD Systems, including providing for each affected employee any additional background investigation forms prescribed in that clause.
- (g) <u>Subcontracts</u>. The contractor shall incorporate this clause in all subcontracts where the requirements specified in paragraph (b) of this section are applicable to performance of the subcontract. (End of clause)

INDIVIDUAL POSITION/TITLE

H.7 HUDAR 2452.237-77 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (OCT 1999)

(a)(1) The Department of Housing and Urban Development observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(2) When any holiday specified in (a)(1) falls on a Saturday, the preceding Friday shall be observed. When any such holiday falls on a Sunday, the following Monday shall be observed. Observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(b)(1) HUD may close a HUD facility for all or a portion of a business day as a result of-

- (e) <u>Control of access</u>. HUD shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to HUD facilities. The GTR will notify the contractor immediately when HUD has determined that an employee is unsuitable or unfit to be permitted access to a HUD facility. The contractor shall immediately notify such employee that he/she no longer has access to any HUD facility, remove the employee from any such facility that he/she may be in, and provide a suitable replacement in accordance with the requirements of this clause.
- (t) Access to HUD information systems. If this contract requires contractor employees to have access to HUD information system(s), application(s), or information contained in such systems, the contractor shall comply with all requirements of HUDAR clause 2452.239-70, Access to HUD Systems, including providing for each affected employee any additional background investigation forms prescribed in that clause.
- (g) <u>Subcontracts</u>. The contractor shall incorporate this clause in-all subcontracts where the requirements specified in paragraph (b) of this section are applicable to performance of the subcontract. (End of clause)

INDIVIDUAL POSITION/TITLE

H.7 HUDAR 2452.237-77 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (OCT 1999)

(a)(1) The Department of Housing and Urban Development observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(2) When any holiday specified in (a)(1) falls on a Saturday, the preceding Friday shall be observed. When any such holiday falls on a Sunday, the following Monday shall be observed. Observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(b)(1) HUD may close a HUD facility for all or a portion of a business day as a result of-

- (A) Granting administrative leave to non-essential HUD employees (e.g., unanticipated holiday);
- (B) Inclement weather; (C) Failure of Congress to appropriate operational funds; (D) Or any other reason. (2) In such cases, contractor personnel not classified as essential, i.e., not performing critical round-the-clock services or tasks, who are not already on duty at the facility shall not report to the facility. Such contractor personnel already present shall be dismissed and shall leave the facility.
- (3) The contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled for performance during the period in which HUD employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative.
- (c) When contractor personnel services are not required or provided due to closure of a HUD facility as described in this clause, the contractor shall be compensated as follows--
 - (1) For fixed-price contracts, deductions in the contractor's price will be computed as follows--
- (A) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (B) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.
- (2) For cost-reimbursement, time-and-materials and labor-hour type contracts, HUD shall not reimburse as direct costs, the costs of salaries or wages of contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.
- (d) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

H.8 HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (OCT 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Part I, Section B of this contract.

(b) Payment Schedule. Payment of the contract price will be made upon completion and acceptance of all work unless a partial payment schedule is included below [N/A]:

Partial payment amount	Applicable contract	Delivery date	Payment
number	deliverable		
	1	. · · · · · · · · · · · · · · · · · · ·	

(c) Submission of Invoices. Invoices shall be submitted as follows-- original to the payment office identified on the award document (e.g., in Block 12 on the SF-26 or Block 25 on the SF-33, or elsewhere in the contract) and one copy each to the Government Technical Representative and Contracting Officer. To constitute a proper invoice, the invoice must include all items required by FAR clause 52.232-25, "Prompt Payment."

To assist the Government in making timely payments, the Contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., in Block 14 on the SF-26 or Block 21 on the SF-33). The Contractor is also requested to clearly indicate on the mailing envelope that an invoice is enclosed.

PAYMENT OFFICE:

U.S. Department of Housing and Urban Development Accounting Office P.O. Box 901013 Fort Worth, TX 76110-2013

GTR: Assignment will be made through a separate delegation memorandum.

U.S. Department of Housing and Urban Development 451 7th Street S.W. Washington DC 20410

CONTRACTING OFFICER:

Robert B. Morton
U. S. Department of Housing and Urban Development
Office of the Chief Procurement Officer
451 – 7th Street, SW, Rm. 5256
Washington, DC 20410

(d) Contractor Remittance Information. The contractor shall provide the payment office with all information required by FAR clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment," 52.232.34, "Optional Information for Electronic Funds Transfer Payment," or other supplemental information (contracts for commercial services) as applicable.

H.9 FAR52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

As prescribed in 17.208(g), insert a clause substantially the same as the following:

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 DAYS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed <u>8MONTHS</u> (months) (years). (End of clause)

H.10 FAR 52.216-01 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price type contract.

H.11 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (APR 2006)

As prescribed in 22.1705, insert the following clause:

(a) Definitions. As used in this clause—

"Coercion" means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance. "Individual" means a Contractor that have

"Individual" means a Contractor that has no more than one employee including the Contractor.

"Involuntary servitude" includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.
- "Severe forms of trafficking in persons" means—
- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.
- (b) *Policy.* The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this contract, the Contractor shall ensure that its employees do not violate this policy.
- (c) Contractor requirements. The Contractor, if other than an individual, shall establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this contract. At a minimum, the Contractor shall—
- (1) Publish a statement notifying its employees of the United States Government's zero tolerance policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;
- (2) Establish an awareness program to inform employees about—
- (i) The Contractor's policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;
- (ii) The actions that will be taken against employees for violation of such policy;
- (iii) Regulations applying to conduct if performance of the contract is outside the U.S., including—
- (A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor; and
- (B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267), and 18 U.S.C 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States;
- (3) Provide all employees directly engaged in performance of the contract with a copy of the statement required by paragraph (c)(1) of this clause and obtain written agreement from the employee shall abide by the terms of the statement; and
- (4) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.
- (d) Notification. The Contractor shall inform the contracting officer immediately of—
- (1) Any information it receives from any source (including host country law enforcement) that alleges a contract employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against employees pursuant to this clause.

- (e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c) or (d) of this clause may render the Contractor subject to—
- (1) Required removal of a Contractor employee or employees from the performance of the contract;
- (2) Required subcontractor termination;
- (3) Suspension of contract payments;
- (4) Loss of award fee for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.
- (f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph
- (f), in all subcontracts for the acquisition of services.

H.12 FAR 52.222-26 EQUAL OPPORTUNITY. (APR 2002)

As prescribed in 22.810(e), insert the following clause:

- (a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules,

regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these

terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

governed by the procedures in 41 CFR 60-1.

(End of clause)

H.13 FAR 52.222-35 EQUAL OPPORTUNITY FOR DISBALED FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER EILGIBLE VETERANS (DEC 2001)

As prescribed in 22.1310(a)(1), insert the following clause:

(a) Definitions. As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed. "Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.
- "Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means-

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

- (2) A person who was discharged or released from active duty because of a service-connected disability.
- "Veteran of the Vietnam era" means a person who—
- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—
- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
- (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
- (ii) Between August 5, 1964, and May 7, 1975, in all other cases.
- (b) General.
- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or-veterans' status-in all employment practices such as—
- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- (iii) Rate of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) Listing openings.
- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall

involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) Postings.
- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall—
- (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
- (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.
- (f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

Alternate I (Dec 2001). As prescribed in 22.1310(a)(2), add the following as a preamble to the clause:

Notice: The	following term(s) of this	clause are	waived fo	or this	contract:
	· {	List term	(s)].	.*·		

H.14 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUNE 1998)

As prescribed in 22.1408(a), insert the following clause:

- (a) General.
- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) Postings.
- (1) The Contractor agrees to post employment notices stating—
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

Alternate I (June 1998). As prescribed in 22.1408(b), add the following as a preamble to the

Notice: The following term(s) of this clause are waived for this contract:

H.15 FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (DEC 2001)

As prescribed in 22.1310(b), insert the following clause:

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and

(3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.

(b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."

(c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that-

(1) The information is voluntarily provided;

(2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. (End of clause)

FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT H.16 REPORTING REQUIREMENTS (DEC 2001)

As prescribed in 22.1310(c), insert the following provision:

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

CONTINUITY OF SERVICES (JAN 1991) H.17 FAR 52.237-3

As prescribed in 37.110(c), insert the following clause:

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phaseout services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their carned

fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. (End of clause)

H.19 SECTION 508 COMPLIANCE STATEMENT

All electronic and information technology (EIT) procured through this Statement of Work / Bill of Materials and any resulting contract, task order, delivery order, or purchaser order must meet the applicable accessibility standards at 36 CFR §1194, U.S. Architectural and Transportation Barriers Compliance Board (Access Board) under the authority of Section 508 of the Rehabilitation Act Amendment of 1998.36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR §1194, U.S. Architectural and Transportation Barriers Compliance Board (Access Board) is viewable at http://www.section 508.gov. The contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR §1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

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AMENDMENT OF SOLICITATION/M	ODISATION OF CON	TRACT	1. CONTRACT I	5 cd(_j)-	PAGE 1	OF I	PAGES
2. AMENDMENT/MODIFICATION NO. 3. EFF	7-72-7		I ASE REQUEST NO CA - 00001	D. 5	5. PROJECT N	O. (If applicable	e)
6. ISSUED BY CODE US DEPARTMENT OF HUD OFFICE OF THE CHIEF PROCUREN 451 7 TH STREET, SW, RM5266	TABITH MENT OFR CONTRA	TERED BY (I A MCLEO ACT SPEC 1614 X713	CIALIST			CODE	
WASHINGTON, DC 20410-5000	202.708.2		-			••	
8. NAME AND ADDRESS OF CONTRACTOR (No., s REED ELSEVIER INC., DBA LEXIS/N 1150 18 th ST. NW SUITE 600)			A. AMENDMEN B. DATED (SE		ATION NO.
WASHINGTON, DC 20030 ATTN: James Rutherford, Manager Co	ntracts						
				C	-OPC-23071 /	GS-02	TRACT/ORDER NO. #- 00 48/1
CODE	FACILITY CODE				DB. DATED <i>(S.</i> anuary 24, 200		
11. TH	IS ITEM ONLY APPLIES T	O AMEND	MENTS OF SC		ONS		
The numbered solicitation is amended as set for	rth in Item 14. The hour and date s	specified for re	ceipt of offers		is ext	tended	is not extended
Offers must acknowledge receipt of this amendmen (a) By completing Items 8 and 15, and returning or, (c) By separate letter or telegram which include THE PLACE DESIGNATED FOR THE RECEIPT of amendment you desire to change an offer already s this amendment, and is received prior to the openin 12. ACCOUNTING AND APPROPRIATION DATA	copies of the amendments a reference to the solicitation and DF OFFERS PRIOR TO THE HOU submitted, such change may be may	ent; (b) By ac d amendment R AND DATE	knowledging receipt numbers. FAILURI SPECIFIED MAY F	of this ame E-OF YOUR RESULT IN F	ndment on each ACKNOWLED REJECTION OF	n copy of the off GEMENT TO B YOUR OFFER	BE RECEIVED AT R. If, by virtue of this
	EM APPLIES ONLY TO MO						
(√) A. THIS CHANGE ORDER IS ISSUED PURS						ONTRACT OR	DER NO. IN ITEM
X 10A. B. THE ABOVE NUMBERED CONTRACT/OF	RDER IS MODIFIED TO REFLECT	THE ADMIN	ISTRATIVE CHANG	SES (such a	s changes in pa	ying office, app	propriation data, etc.)
AS SET FORTH IN ITEM 14, PURSUANT C. THIS SUPPLEMENTAL AGREEMENT IS E	ENTERED INTO PURSUANT TO	.103.(b) AUTHORITY (OF:		<u> </u>		
X FAR 52.232-18 AVAI	LABILITY OF FUNDS						
IMPORTANT: Contractor is not	is required to sign this d	ocument and	return	COI	pies to the Issuir	ng office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION	(Organized by UCF section headi	ngs, including	solicitation/contract	subject mate	ter where feasib	ole.)	
TIN: 521-47-1842							•
The purpose of this modification is to obli	-		· .			•	
1) Funds in the amount of \$132,000.00 are of \$132,000.00.	re hereby obligated under	r this con	tract, thereby	making a	available fo	r payment	a total amount
The Contract Amount shall now equal	\$132,000.00.			الم.			
2) This funding covers services through I contract amount of \$132,000.00.	February 15, 2007. The C	Contractor	's delivered se	rvices an	id/or goods	shall not ex	xceed the
3) All other terms and conditions remain	unchanged.						
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	e document referenced in Item 9A o	16A. NAI Kelvi	etofore changed, rer ME AND TITLE OF O n Glymph ACT/ING OFF	CONTRACT	nged and in full ING OFFICER	force and effect (Type or print)	<u>**</u>
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED		TEO STATES OF A	MER(CA)	A	DATE	SIGNED
(Signature of person authorized to sign)		10 10E	Signature of 6	Contracting C		D FORM 30 (RE	<u> 20/07</u>
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE	3	30-105		٧	Prescribed		v. 10-65)\

Page 2 C-OPC-23071 Mod 1 REED ELSEVIER, INC. VENDOR TIN #: 521471842

ACCOUNTING AND APPROPRIATION DATA

Line No. I	Obligation No. Reservation No. BFY(s)		Program Budget Obj. Code Amd No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
001	7QC23071000	0143	2500		
001	2007CA0001	C	2545		\$132,000
	2007	С			
		TOTAL OBLIGATION	DN:		\$132,000

STATEMENT OF WORK Lexis/Nexis

A. <u>Background:</u> The Office of General Counsel is requiring a company to provide online research services to OGC Headquarters, the Departmental Enforcement Center, Regional and Field Offices. Contractor must be able to provide access nationwide. Our attorneys are tasked to deal with a wide range of issues on a daily bases. This research service must include case studies, court rulings and law reviews under a fixed plan.

B. Scope:

The Office of General Counsel anticipates more than 200 users at any given time to access dossiers of individuals, employment history, court rulings and legal research. Our goal is to make sure that we provide the necessary tools to help our employees in assisting them in their overall job performance. The period of performance will be annually with 4 option years.

C. Contractors Tasks:

The contractor will be responsible for providing an on-line service that is access friendly, historical court rulings, legislative and legal history.

D. Deliverables:

On a daily basis, the contractor will provide on-line services that are accessible 24 hours a day and 365 days a year.

E. Goals:

HUD's, Office of General Counsel anticipates that this service will provide the additional information that will assist the employee in researching documents, court rulings, and business employment history.

F. Expertise:

The Department is seeking the experience of a business that has been in business with at least 30 or more years experience in providing legal services, historical data and employment historical data.

G. Travel:

No travel is anticipated on this requirement.

SECTION D- PACKAGING AND MARKING

D1. AS 501 ENVIORNMENTALLY SAFE PACKAGING (NOV 1997)

The contractor shall package non-breakable deliverables (reports, proposals, studies, etc.) using environmentally safe packaging materials (e.g recycled paper). The packaging methods shall be in accordance with the best commercials practices and provide adequate protection during shipping and handling.

D2. MARKING OF REPORTS

All reports shall prominently show on the cover of the report:

(a) Name and business address of the contractor, (b) Title/Identification of report; (c) Type of report (d) Period covered by the report; (e) Contract Number; (f) Name of Recipient.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full-text of a clause.

NUMBER	TITLE	DATE
52.246-4	INSPECTION OF SERVICESSFIXED-PRICE	AUG 1996
2452.246-70	INSPECTION AND ACCEPTANCE	APR 1984

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
•		C
 •		
52.242-15	STOP-WORK ORDER	AUG 1989
52.242-17	GOVERNMENT DELAY OF WORK	APR 1984
52.247-34	F.O.B. DESTINATION	NOV 1991

F.2 HUDAR 2452.211-70 CONTRACT PERIOD (APR 1984)

The Contractor shall complete all work hereunder, including delivery of the final report, if required, by September 30, 2007.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 HUDAR 2452.237-73 CONDUCT OF WORK AND TECHNICAL GUIDANCE (FEB 2006)

- (a) The Government Technical Representative (GTR) for liaison with the contractor as to the conduct of work is [to be inserted at time of award] or a successor designated by the Contracting Officer. The Contracting Officer will notify the contractor in writing of any change to the current GTR's status or the designation of a successor GTR.
- (b) The GTR will provide guidance to the contractor on the technical performance of the contract. Such guidance shall not be of a nature which:
- (1) Causes the contractor to perform work outside the statement of work or specifications of the contract;
- (2) Constitutes a change as defined in FAR 52.243 1;
- (3) Causes an increase or decrease in the cost of the contract;
- (4) Alters the period of performance or delivery dates; or
- (5) Changes any of the other express terms or conditions of the contract.
- (c) The GTR will issue technical guidance in writing or, if issued orally, he/she will confirm such direction in writing within five calendar days after oral issuance. The GTR may issue such guidance via telephone, facsimile (fax), or electronic mail.
- (d) Certain of the GTR's duties and responsibilities may be delegated to one or more Government Technical Monitors (GTMs) (see HUDAR subpart 2402.1). The Contracting Officer will notify the contractor in writing of the appointment of any GTMs.
- (e) Other specific limitations [to be inserted by Contracting Officer]:
- (f) The contractor shall promptly notify the Contracting Officer whenever the contractor believes that guidance provided by any government personnel, whether or not specifically provided pursuant to this clause, is of a nature described in paragraph (b) above.

 (End of clause)

SECTION H - SPECIAL CONTRACT CLAUSES

H.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

H.2 HUDAR 2452.239-70 ACCESS TO HUD SYSTEMS (NOV 2005) (Deviation)

(a) <u>Definitions</u>: As used in this clause -

"Access" means the ability to obtain, view, read, modify, delete, and/or otherwise make use of information resources.

"Application" means the use of information resources (information and information technology) to satisfy a specific set of user requirements (see OMB Circular A-130).

"Contractor employee" means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

"Mission critical system" means an information technology or telecommunications system used or operated by HUD or by a HUD contractor, or organization on behalf of HUD, that processes any information, the loss, misuse, disclosure, or unauthorized access to, or modification of, would have a debilitating impact on the mission of the agency.

"NACI" means National Agency Check with Written Inquiries, the minimum background investigation prescribed by the U. S. Office of Personnel Management.

"PIV Card" means Personal Identity Verification (PIV) Card, the Federal Government-issued identification credential (i.e., identification badge).

"Sensitive information" means any information, the loss, misuse, or unauthorized access to or modification of which could adversely affect the national interest or the conduct of federal programs or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense or foreign policy.

"System" means an interconnected set of information resources under the same direct management control, which shares common functionality. A system normally includes hardware, software, information, data, applications, communications, and people (see OMB Circular A-130). System includes any system owned by HUD or owned and operated on HUD's behalf by another party.

(b) General.

(1) The performance of this contract requires contractor employees to have access to a HUD system or systems. All such employees who do not already possess a current PIV Card acceptable to HUD shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check, and obtain a PIV Card prior to being permitted access to any such system in performance of this contract. HUD may accept a PIV Card issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to any HUD system without a PIV Card.

- (2) All contractor employees who require access to mission-critical systems or sensitive information contained within a HUD system or application(s) are required to have a more extensive background investigation. The investigation shall be commensurate with the risk and security controls involved in managing, using, or operating the system or applications(s).
- (c) <u>Citizenship-related requirements</u>. Each affected contractor employee as described in paragraph (b) shall be:
- (1) A United States (U.S.) citizens; or,
- (2) A national of the United States (see 8 U.S.C. 1408); or,
- (3) An alien lawfully admitted into the United States for permanent residence as evidenced by an Alien Registration Receipt Card Form I-151.
- (d) Background investigation process:
- (1) The Government Technical Representative (GTR) shall notify the contractor of those contractor employee positions requiring background investigations.
- (i) For-each-contractor-employee-requiring-access to HUD-information-systems, the contractor-shall-submit the following properly-completed forms: Standard Form (SF) 85, "Questionnaire for Non-sensitive Positions," FD 258 (Fingerprint Chart), and a partial Optional Form (OF) 306 (Items 1, 2, 6, 8-13, 16, and 17).
- (ii) For each contractor employee requiring access to mission-critical systems and/or sensitive information contained within a HUD system and/or application(s), the contractor shall submit the following properly-completed forms: SF 85P, "Questionnaire for Public Trust Positions," FD 258, and a Fair Credit Reporting Act form (authorization for the credit-check portion of the investigation). Contractor employees shall not complete the Medical Release behind the SF 85P.
- (iii) The SF85, 85P, and OF 306 are available from the Office of Personnel Management's website: http://www.opm.gov. The GTR will provide all other forms that are not obtainable via the Internet.
- (2) The contractor shall deliver the forms and information required in subparagraph (d)(1) to the GTR.
- (3) Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding two (2) years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information in lieu of the forms and information listed in subparagraph (d)(1): employee's full name, Social Security number, and place, and date of birth.
- (4) The investigation process shall consist of a range of personal background inquiries and contacts (written and personal) and verification of the information provided on the investigative forms described in subparagraph (d)(1).
- (5) Upon completion of the investigation process, the GTR will notify the contractor if any contractor employee is determined to be unsuitable to have access to the system(s), application(s), or information. Such an employee may not be given access to those resources. If any such employee has already been given access pending the results of the background investigation, the contractor shall ensure that the employee's access is revoked immediately upon receipt of the GTR's notification.
- (6) Failure of the GTR to notify the contractor (see subparagraph (d)(1)) of any employee who should be subject to the requirements of this clause and is known, or should reasonably be known, by the contractor to be subject to the requirements of this clause, shall not excuse the contractor from making such employee(s) known to the GTR. Any such employee who is identified and is working under the contract without having had the appropriate background investigation or furnished the required forms for the investigation, shall cease to perform such work immediately and shall not be given access to the system(s)/application(s) described in paragraph (b) until the contractor has provided the investigative forms required in subparagraph (d)(1) for the employee to the GTR
- (7) The contractor shall notify the GTR in writing whenever a contractor employee for whom a background investigation package was required and submitted to HUD, or for whom a background investigation was completed, terminates employment with the contractor or otherwise is no longer performing work under this contract that requires access to the system(s), application(s), or information. The contractor shall provide a copy of the written notice to the Contracting Officer.

(e) PIV Cards.

(1) HUD will issue a PIV Card to each contractor employee who is to be given access to HUD systems and does not already possess a PIV Card acceptable to HUD (see paragraph (b)). HUD will not issue the PIV Card until the contractor employee has successfully cleared an FBI National Criminal History Fingerprint Check, and HUD has initiated the background investigation for the contractor employee. Initiation is defined to mean all background information required in paragraph (d)(1) has been delivered to HUD. The employee may not be given access prior to those two events. HUD may issue a PIV Card and grant access pending the completion of the background investigation. HUD will revoke the PIV Card and the employee's access if the background investigation process (including adjudication of investigation results) for the employee has not been completed within six (6) months after the issuance of the PIV Card.

(2) PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a HUD facility, and shall present cards for

inspection upon request by HUD officials or HUD security personnel. \

(3) The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the GTR if any PIV Card(s) cannot be accounted for. The contractor shall notify the GTR immediately whenever any contractor employee no longer has a need for his/her HUD-issued PIV Card (e.g., employee terminates employment with the contractor, employee's duties no longer require access to HUD systems). The GTR will instruct the contractor as to how to return the PIV Card. Upon expiration of this contract, the GTR will instruct the contractor as to how to return all HUD-issued PIV Cards not previously returned. The contractor shall not return PIV Cards to any person other than the individual(s) named by the GTR.

- (f) Control of access. HUD shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to HUD systems. The GTR will notify the contractor immediately when HUD has determined that an employee is unsuitable or unfit to be permitted access to a HUD system. The contractor shall immediately notify such employee that he/she no longer has access to any HUD system, physically retrieve the employee's PIV Card from the employee, and provide a suitable replacement employee in accordance with the requirements of this clause.
- (g) <u>Incident response notification</u>. An incident is defined as an event, either accidental or deliberate, that results in unauthorized access, loss, disclosure, modification, or destruction of information technology systems, applications or data. The contractor shall immediately notify the GTR and the Contracting Officer of any known or suspected incident, or any unauthorized disclosure of the information contained in the system(s) to which the contractor has access.
- (h) Nondisclosure of information.
- (1) Neither the contractor nor any of its employees shall divulge or release data or information developed or obtained during performance of this contract, except to authorized government personnel with an established need to know or upon written approval of the Contracting Officer. Information contained in all source documents and other media provided by HUD is the sole property of HUD.
- (2) The contractor shall require that all employees who may have access to the system(s)/applications(s) identified in paragraph (b) sign a pledge of nondisclosure of information. The employees shall sign these pledges before they are permitted to perform work under this contract. The contractor shall maintain the signed pledges for a period of three years (3) after final payment under this contract. The contractor shall provide a copy of these pledges to the GTR.
- (i) Security procedures.
- (1) The Contractor shall comply with applicable Federal and HUD statutes, regulations, policies and procedures governing the security of the system(s) to which the contractor's employees have access including, but not limited to:
- (i) Federal Information Security Management Act (FISMA) of 2002;
- (ii) OMB Circular A-130, Management of Federal Information Resources, Appendix III, Security of Federal Automated Information Resources;
- (iii) HUD Handbook 2400.25, Information Security Policy;
- (iv) HUD Handbook 732.3, Personnel Security/Suitability;

- (v) Federal Information Processing Standards 201 (FIPS 201), Sections 2.1 and 2.2;
- (vi) Homeland Security Presidential Directive 12 (HSPD-12); and
- (vii) OMB Memorandum M-05-24, Implementing Guidance for HSPD-12.
- The HUD Handbooks are available online at: http://www.hudclips.org/cgi/index.cgi or from the GTR. (2) The contractor shall develop and maintain a compliance matrix that lists each requirement set forth in paragraphs, (b), (c), (d), (e), (f), (g), (h), (i)(1) and (m) of this clause with specific actions taken, and/or procedures implemented, to satisfy each requirement. The contractor shall identify an accountable person for each requirement, the date actions/procedures were initiated/completed, and certify that information contained in this compliance matrix is correct. The contractor shall ensure that information in this compliance matrix is complete, accurate, and up-to-date at all times for the duration of this contract. Upon request, the contractor shall provide copies of the current matrix to HUD.
- (3) The Contractor shall ensure that its employees, in performance of the contract, receive annual training (or once if the contract is for less than one year) in HUD information technology security policies, procedures, computer ethics, and best practices in accordance with HUD Handbook 2400.25.
- (j) Access to contractor's systems. The Contractor shall afford HUD, including the Office of Inspector General, access to the Contractor's facilities, installations, operations, documentation (including the compliance matrix required under paragraph (i)(2)), databases and personnel used in performance of the contract. Access shall be provided to the extent required to carry out, but not limited to, any information security program activities, investigation and audit to safeguard against threats and hazards to the integrity, availability and confidentiality of HUD data and systems, or to the function of information systems operated on behalf of HUD, and to preserve evidence of computer crime.
- (k) <u>Contractor compliance with this clause</u>. Failure on the part of the contractor to comply with the terms of this clause may result in termination of this contract for default.
- (l) <u>Physical access to Federal Government facilities</u>. The contractor and any subcontractor(s) shall also comply with the requirements of HUDAR clause 2452.237 75 when the contractor's or subcontractor's employees will perform any work under this contract on site in a HUD or other Federal Government facility.
- (m) <u>Subcontracts</u>. The contractor shall incorporate this clause in all subcontracts where the requirements specified in paragraph (b) of this section are applicable to performance of the subcontract. (End of clause)

NUMBER TITLE DATE

H.3 HUDAR 2452.239-71 INFORMATION TECHNOLOGY VIRUS SECURITY (FEB 2006)

- (a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.
- (b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract:
- [product description, part/catalog number, other identifier, and serial number, if any] This product has been scanned for known viruses using [name of virus-screening product, including version number, if any] and is certified to be free of known viruses at the time of delivery."
- (c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor's failure to take adequate

precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.

(d) This clause shall not limit the rights of the government under any other clause of this contract.

H.4 HUDAR 2452.237-75 ACCESS TO HUD FACILITIES (NOV 2005) (Deviation)

(a) Definitions. As used in this clause -

"Access" means physical entry into, and to the extent authorized, mobility within, a Government facility. "Contractor employee" means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

"Facility" and "Government facility" mean buildings, including areas within buildings, owned, leased, shared, occupied, or otherwise controlled by the Federal Government.

"NACI" means National Agency Check with Written Inquiries, the minimum background investigation prescribed by the U. S. Office of Personnel Management.

"PIV Card" means Personal Identity Verification (PIV) Card, the Federal Government-issued identification credential (identification badge).

- (b) General. The performance of this contract requires contractor employees to have access to HUD facilities. All such employees who do not already possess a current PIV Card acceptable to HUD shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check, and obtain a PIV Card prior to being permitted access to any such facility in performance of this contract. HUD may accept a PIV Card issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to a HUD facility without a proper PIV Card.
- (c) Background information.
- (1) For each contractor employee subject to the requirements of this clause and not in possession of a current PIV Card acceptable to HUD, the contractor shall submit the following properly-completed forms: Standard Form (SF) 85, "Questionnaire for Non-sensitive Positions," FD 258 (Fingerprint Chart), and a partial Optional Form (OF) 306 (Items 1, 2, 6, 8-13, 16, and 17). The SF-85, and OF-306 are available from the Office of Personnel Management's (OPM) website: http://www.opm.gov. The GTR will provide all other forms that are not obtainable via the Internet.
- (2) The contractor shall deliver the forms and information required in subparagraph (c)(1) to the GTR.
- (3) The information provided in accordance with paragraph (c)(1) will be used to perform a background investigation to determine the suitability of the contractor employees to have access to Government facilities. After completion of the investigation, the GTR will notify the contractor in writing if any contractor employee is determined to be unsuitable to be given access to a Government facility. The contractor shall immediately remove such employees from work on this contract that requires the employees' physical presence in a Government facility.
- (4) Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding two (2) years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information in lieu of the forms and information listed in subparagraph (c)(1): employee's full name, Social Security Number, and place and date of birth. (d) PIV Cards.
- (1) HUD will issue a PIV Card to each contractor employee who is to be given access to HUD facilities and does not already possess a PIV Card acceptable to HUD (see paragraph (b)). HUD will not issue the PIV Card until the contractor employee has successfully cleared the FBI National Criminal History Fingerprint Check, and HUD has initiated the background investigation for the contractor employee. Initiation is defined to mean all background information required in paragraph (c)(1) has been delivered to HUD. The employee may not be given access prior to those two events. HUD may issue a PIV Card and grant access pending the completion of the background investigation. HUD will revoke the PIV Card and the employee's

access if the background investigation process (including adjudication of investigation results) for the employee has not been completed within six (6) months after the issuance of the PIV Card.

(2) PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a HUD facility, and shall present cards for inspection upon request by HUD officials or HUD security personnel.

- (3) The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the GTR if any PIV Card(s) cannot be accounted for. The contractor shall notify the GTR immediately whenever any contractor employee no longer has a need for his/her HUD-issued PIV Card (e.g., employee terminates employment with the contractor, employee's duties no longer require access to HUD facilities). The GTR will instruct the contractor as to how to return the PIV Card. Upon expiration of this contract, the GTR will instruct the contractor as to how to return all HUD-issued PIV Cards not previously returned. The contractor shall not return PIV Cards to any person other than the individual(s) named by the GTR.
- (e) <u>Control of access</u>. HUD shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to HUD facilities. The GTR will notify the contractor immediately when HUD has determined that an employee is unsuitable or unfit to be permitted access to a HUD facility. The contractor shall immediately notify such employee that he/she no longer has access to any HUD facility, remove the employee from any such facility that he/she may be in, and provide a suitable replacement in accordance with the requirements of this clause.
- (f) Access to HUD information systems. If this contract requires contractor employees to have access to HUD information system(s), application(s), or information contained in such systems, the contractor shall comply with all requirements of HUDAR clause 2452.239-70, Access to HUD Systems, including providing for each affected employee any additional background investigation forms prescribed in that clause.
- (g) <u>Subcontracts</u>. The contractor shall incorporate this clause in all subcontracts where the requirements specified in paragraph (b) of this section are applicable to performance of the subcontract.

H.5 HUDAR 2452.237-70 KEY PERSONNEL (OCT 1997)

The personnel specified below are considered to be essential to the work being performed under this contract. Prior to diverting any of the specified individuals to other projects, the Contractor shall notify the Contracting Officer reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No diversion shall be made by the Contractor without the written consent of the Contracting Officer: Provided, that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause. This clause may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate.

Project Manager	' Name	

H.6 HUDAR 2452.237-75 ACCESS TO HUD FACILITIES (NOV 2005) (Deviation)

(a) Definitions. As used in this clause -

"Access" means physical entry into, and to the extent authorized, mobility within, a Government facility. "Contractor employee" means an employee of the prime contractor or of any subcontractor, affiliate, partner, joint venture, or team members with which the contractor is associated. It also includes consultants engaged by any of those entities.

"Facility" and "Government facility" mean buildings, including areas within buildings, owned, leased, shared, occupied, or otherwise controlled by the Federal Government.

"NACI" means National Agency Check with Written Inquiries, the minimum background investigation prescribed by the U. S. Office of Personnel Management.

"PIV Card" means Personal Identity Verification (PIV) Card, the Federal Government-issued identification credential (identification badge).

- (b) General. The performance of this contract requires contractor employees to have access to HUD facilities. All such employees who do not already possess a current PIV Card acceptable to HUD shall be required to provide personal background information, undergo a background investigation (NACI or other OPM-required or approved investigation), including an FBI National Criminal History Fingerprint Check, and obtain a PIV Card prior to being permitted access to any such facility in performance of this contract. HUD may accept a PIV Card issued by another Federal Government agency but shall not be required to do so. No contractor employee will be permitted access to a HUD facility without a proper PIV Card.
- (c) Background information.
- (1) For each contractor employee subject to the requirements of this clause and not in possession of a current PTV Card acceptable to HUD, the contractor shall submit the following properly-completed forms: Standard Form (SF) 85, "Questionnaire for Non-sensitive Positions," FD 258 (Fingerprint Chart), and a partial Optional Form (OF) 306 (Items 1, 2, 6, 8-13, 16, and 17). The SF-85, and OF-306 are available from the Office of Personnel Management's (OPM) website: http://www.opm.gov. The GTR will provide all other forms that are not obtainable via the Internet.
- (2) The contractor shall deliver the forms and information required in subparagraph (c)(1) to the GTR.
- (3) The information provided in accordance with paragraph (c)(1) will be used to perform a background investigation to determine the suitability of the contractor employees to have access to Government facilities. After completion of the investigation, the GTR will notify the contractor in writing if any contractor employee is determined to be unsuitable to be given access to a Government facility. The contractor shall immediately remove such employees from work on this contract that requires the employees' physical presence in a Government facility.
- (4) Affected contractor employees who have had a Federal background investigation without a subsequent break in Federal employment or Federal contract service exceeding two (2) years may be exempt from the investigation requirements of this clause subject to verification of the previous investigation. For each such employee, the contractor shall submit the following information in lieu of the forms and information listed in subparagraph (c)(1): employee's full name, Social Security Number, and place and date of birth. (d) PIV Cards.
- (1) HUD will issue a PIV Card to each contractor employee who is to be given access to HUD facilities and does not already possess a PIV Card acceptable to HUD (see paragraph (b)). HUD will not issue the PIV Card until the contractor employee has successfully cleared the FBI National Criminal History Fingerprint Check, and HUD has initiated the background investigation for the contractor employee. Initiation is defined to mean all background information required in paragraph (c)(1) has been delivered to HUD. The employee may not be given access prior to those two events. HUD may issue a PIV Card and grant access pending the completion of the background investigation. HUD will revoke the PIV Card and the employee's access if the background investigation process (including adjudication of investigation results) for the employee has not been completed within six (6) months after the issuance of the PIV Card.
- (2) PIV Cards shall identify individuals as contractor employees. Contractor employees shall display their PIV Cards on their persons at all times while working in a HUD facility, and shall present cards for inspection upon request by HUD officials or HUD security personnel.
- (3) The contractor shall be responsible for all PIV Cards issued to the contractor's employees and shall immediately notify the GTR if any PIV Card(s) cannot be accounted for. The contractor shall notify the GTR immediately whenever any contractor employee no longer has a need for his/her HUD-issued PIV Card (e.g., employee terminates employment with the contractor, employee's duties no longer require access to HUD facilities). The GTR will instruct the contractor as to how to return the PIV Card. Upon expiration of this contract, the GTR will instruct the contractor as to how to return all HUD-issued PIV Cards not previously returned. The contractor shall not return PIV Cards to any person other than the individual(s) named by the GTR.

- (e) <u>Control of access</u>. HUD shall have and exercise full and complete control over granting, denying, withholding, and terminating access of contractor employees to HUD facilities. The GTR will notify the contractor immediately when HUD has determined that an employee is unsuitable or unfit to be permitted access to a HUD facility. The contractor shall immediately notify such employee that he/she no longer has access to any HUD facility, remove the employee from any such facility that he/she may be in, and provide a suitable replacement in accordance with the requirements of this clause.
- (f) Access to HUD information systems. If this contract requires contractor employees to have access to HUD information system(s), application(s), or information contained in such systems, the contractor shall comply with all requirements of HUDAR clause 2452.239-70, Access to HUD Systems, including providing for each affected employee any additional background investigation forms prescribed in that clause.
- (g) <u>Subcontracts</u>. The contractor shall incorporate this clause in all subcontracts where the requirements specified in paragraph (b) of this section are applicable to performance of the subcontract. (End of clause)

INDIVIDUAL POSITION/TITLE

H.7 HUDAR 2452.237-77 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (OCT 1999)

(a)(1) The Department of Housing and Urban Development observes the following days as holidays:

New Year's Day
Martin Luther King's Birthday
Washington's Birthday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

(2) When any holiday specified in (a)(1) falls on a Saturday, the preceding Friday shall be observed. When any such holiday falls on a Sunday, the following Monday shall be observed. Observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

(b)(1) HUD may close a HUD facility for all or a portion of a business day as a result of--

- (A) Granting administrative leave to non-essential HUD employees (e.g., unanticipated holiday);
- (B) Inclement weather; (C) Failure of Congress to appropriate operational funds; (D) Or any other reason. (2) In such cases, contractor personnel not classified as essential, i.e., not performing critical round-the-clock services or tasks, who are not already on duty at the facility shall not report to the facility. Such contractor personnel already present shall be dismissed and shall leave the facility.
- (3) The contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled for performance during the period in which HUD employees are dismissed, and shall be guided by any specific instructions of the Contracting Officer or his/her duly authorized representative.
- (c) When contractor personnel services are not required or provided due to closure of a HUD facility as described in this clause, the contractor shall be compensated as follows--
 - (1) For fixed-price contracts, deductions in the contractor's price will be computed as follows--
- (A) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (B) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the Contracting Officer to ensure that the contractor is compensated for services provided.
- (2) For cost-reimbursement, time-and-materials and labor-hour type contracts, HUD shall not reimburse as direct costs, the costs of salaries or wages of contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.
- (d) If administrative leave is granted to contractor personnel as a result of conditions stipulated in any "Excusable Delays" clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

H.8 HUDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (OCT 1999)

(a) General. The Government shall pay the Contractor as full compensation for all work required, performed and accepted under this contract, inclusive of all costs and expenses, the firm fixed-price stated in Part I, Section B of this contract.

(b) Payment Schedule. Payment of the contract price will be made upon completion and acceptance of all work unless a partial payment schedule is included below [N/A]:

Partial payment	Applicable contract	Delivery date	Payment
number	deliverable	1	
<u>, </u>			<u> </u>
			}

(c) Submission of Invoices. Invoices shall be submitted as follows-- original to the payment office identified on the award document (e.g., in Block 12 on the SF-26 or Block 25 on the SF-33, or elsewhere in the contract) and one copy each to the Government Technical Representative and Contracting Officer. To constitute a proper invoice, the invoice must include all items required by FAR clause 52.232-25, "Prompt Payment."

To assist the Government in making timely payments, the Contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., in Block 14 on the SF-26 or Block 21 on the SF-33). The Contractor is also requested to clearly indicate on the mailing envelope that an invoice is enclosed.

PAYMENT OFFICE:

U.S. Department of Housing and Urban Development Accounting Office P.O. Box 901013 Fort Worth, TX 76110-2013

GTR: Assignment will be made through a separate delegation memorandum.

U.S. Department of Housing and Urban Development 451 7th Street S.W. Washington DC 20410

CONTRACTING OFFICER:

Robert B. Morton U. S. Department of Housing and Urban Development Office of the Chief Procurement Officer 451 – 7th Street, SW, Rm. 5256 Washington, DC 20410

Attn: Tabitha Mcleod, Contract Specialist

(d) Contractor Remittance Information. The contractor shall provide the payment office with all information required by FAR clause 52.232-33, "Mandatory Information for Electronic Funds Transfer Payment," 52.232.34, "Optional Information for Electronic Funds Transfer Payment," or other supplemental information (contracts for commercial services) as applicable.

H.9 FAR52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

As prescribed in 17.208(g), insert a clause substantially the same as the following:

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 DAYS; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed <u>8MONTHS</u> (months) (years). (End of clause)

H.10 FAR 52.216-01 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed-Price type contract.

H.11 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (APR 2006)

As prescribed in 22.1705, insert the following clause:

- (a) Definitions. As used in this clause—
- "Coercion" means-
- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.
- "Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.
- "Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.
- "Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract, including all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- "Individual" means a Contractor that has no more than one employee including the Contractor.
- "Involuntary servitude" includes a condition of servitude induced by means of

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Severe forms of trafficking in persons" means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a

person for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding Contractors and Contractor employees that engage in or support severe forms of trafficking in persons, procurement of commercial sex acts, or use of forced labor. During the performance of this contract, the Contractor shall ensure that its employees do not violate this policy.

(c) Contractor requirements. The Contractor, if other than an individual, shall establish policies and procedures for ensuring that its employees do not engage in or support severe forms of trafficking in persons, procure commercial sex acts, or use forced labor in the performance of this

contract. At a minimum, the Contractor shall-

(1) Publish a statement notifying its employees of the United States Government's zero tolerance policy described in paragraph (b) of this clause and specifying the actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;

(2) Establish an awareness program to inform employees about—

(i) The Contractor's policy of ensuring that employees do not engage in severe forms of trafficking in persons, procure commercial sex acts, or use forced labor;

(ii) The actions that will be taken against employees for violation of such policy;

(iii) Regulations applying to conduct if performance of the contract is outside the U.S., including—

(A) All host country Government laws and regulations relating to severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor; and

(B) All United States laws and regulations on severe forms of trafficking in persons, procurement of commercial sex acts, and use of forced labor which may apply to its employees' conduct in the host nation, including those laws for which jurisdiction is established by the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261-3267), and 18 U.S.C 3271, Trafficking in Persons Offenses Committed by Persons Employed by or Accompanying the Federal Government Outside the United States;

(3) Provide all employees directly engaged in performance of the contract with a copy of the statement required by paragraph (c)(1) of this clause and obtain written agreement from the employee that the employee shall abide by the terms of the statement; and

(4) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification. The Contractor shall inform the contracting officer immediately of-

(1) Any information it receives from any source (including host country law enforcement) that alleges a contract employee has engaged in conduct that violates this policy; and

(2) Any actions taken against employees pursuant to this clause.

- (e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c) or (d) of this clause may render the Contractor subject to—
- (1) Required removal of a Contractor employee or employees from the performance of the contract;
- (2) Required subcontractor termination;
- (3) Suspension of contract payments;
- (4) Loss of award fee for the performance period in which the Government determined Contractor non-compliance;
- (5) Termination of the contract for default, in accordance with the termination clause of this contract; or
- (6) Suspension or debarment.
- (f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph
- (f), in all subcontracts for the acquisition of services.

H.12 FAR 52.222-26 EQUAL OPPORTUNITY. (APR 2002)

As prescribed in 22.810(e), insert the following clause:

- (a) Definition. "United States," as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
- (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to—
- (i) Employment;
- (ii) Upgrading;
- (iii) Demotion;
- (iv) Transfer;
- (v) Recruitment or recruitment advertising;
- (vi) Layoff or termination;
- (vii) Rates of pay or other forms of compensation; and
- (viii) Selection for training, including apprenticeship.
- (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (10) The Contractor shall include the terms and conditions of paragraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (11) The Contractor shall take such action with respect to any subcontract or purchase order as the Contracting Officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1. (End of clause)

H.13 FAR 52.222-35 EQUAL OPPORTUNITY FOR DISBALED FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER EILGIBLE VETERANS (DEC 2001)

As prescribed in 22.1310(a)(1), insert the following clause:

(a) Definitions. As used in this clause—

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top management" means any employee—

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed. "Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.
- "Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means—

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability—

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (*i.e.*, a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who—

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred—

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

- (2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed—
- (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

(1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as—

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings.

- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
- (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall

involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

- (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) Postings.
- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
- (2) The employment notices shall—
- (i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
- (ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
- (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).
- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.
- (f) *Noncompliance*. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

Alternate I (Dec 2001). As prescribed in 22.1310(a)(2), add the following as a preamble to the clause:

Notice:	The	follow	ing te	rm(s)) of this	clause	are	waived	tor 1	this	contr	act:
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H.14 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUNE 1998)

As prescribed in 22.1408(a), insert the following clause:

- (a) General.
- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as—
- (i) Recruitment, advertising, and job application procedures;
- (ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
- (iii) Rates of pay or any other form of compensation and changes in compensation;
- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training; (viii) Activities sponsored by the Contractor, including social or recreational programs; and (ix) Any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.
- (b) Postings.
- (1) The Contractor agrees to post employment notices stating—
- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.
- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) *Noncompliance*. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

Alternate I (June 1998). As prescribed in 22.1408(b), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract:

H.15 FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (DEC 2001)

As prescribed in 22.1310(b), insert the following clause:

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on—
- (1) The number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
- (3) The maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)."
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date—
- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or
- (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that—
- (1) The information is voluntarily provided;
- (2) The information will be kept confidential;

(3) Disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and

(4) The information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. (End of clause)

H.16 FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

As prescribed in 22.1310(c), insert the following provision:

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

H.17 FAR 52,237-3 CONTINUITY OF SERVICES (JAN 1991)

As prescribed in 37.110(c), insert the following clause:

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—
- (1) Furnish phase-in training; and
- (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. (End of clause)

H.19 SECTION 508 COMPLIANCE STATEMENT

All electronic and information technology (EIT) procured through this Statement of Work / Bill of Materials and any resulting contract, task order, delivery order, or purchaser order must meet the applicable accessibility standards at 36 CFR §1194, U.S. Architectural and Transportation Barriers Compliance Board (Access Board) under the authority of Section 508 of the Rehabilitation Act Amendment of 1998.36 CFR 1194, unless an agency exception to this requirement exists. 36 CFR §1194, U.S. Architectural and Transportation Barriers Compliance Board (Access Board) is viewable at http://www.section 508.gov. The contractor shall indicate for each line item in the schedule whether each product or service is compliant or noncompliant with the accessibility standards at 36 CFR §1194. Further, the proposal must indicate where full details of compliance can be found (e.g., vendor's website or other exact location).

Michael

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Line No. I	Obligation No. Reservation No. BFY(s)		Program Budget Obj. Code Amd No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST	VO	1 pg PROJECT NO. (If applicable)	2 pgs
6. ISSUED BY CODE	June 12,2007	R-2007-CA-0010	L	Trodes (Trappasauly)	
CODE		7. ADMINISTERED BY (If other than Item of	i)	CODE	
US DEPARTMENT OF HOUSI	NG & URBAN	TABITHA MCLEOD			
DEVELOPMENT AGENCY (HI	(((()	CONTRACTING OFFICER/SP	ECIALIST		
OFFICE OF THE CHIEF PROC	UREMENT OFR	E-MAIL: TABITHA_PAINSON	-MCLEOD	@HUD.GOV	
4S1 7 TH STREET, SW, RM 5266	•	202.402.7132			
WASHINGTON, DC 20410-5006		202.708.2933		•	•
6. NAME AND ADDRESS OF CONTRACTOR REED ELSEVIER INC., DBA LI	R (No., street, county, State)	and ZIP Code)	(Y) 0A.	AMENDMENT OF SOLICITATION	ON NO.
1150 18 th ST. NW SUITE 600	EXTONEXTZ				
WASHINGTON, DC 20030	•	•	98.	DATED (SEE ITEM 11)	
ATTN: James Rutherford, Mana	ones Mandamada	•	1 1		
TAX 1 TAX AMAIN'S TEMETICALITY OF MAINING	ger Contracts				
			10A	MODIFICATION OF CONTRACT PC-23071 / CS-02F-0048M	STIORDER NO.
CODE	FACILITY CODE			DATED (SEE ITEM 13)	
4	1 THIS ITEM ONLY	ADDITION TO BE ALLES	Quest	amba- 30 300d	
The numbered solicitation is amended a	IS SOLEOTH IN HAM TA THAT	APPLIES TO AMENDMENTS OF SI Your and date specified for receipt of offers	DLICITATION		
		•	ł	is extended	के तर्वा
Offers must acknowledge receipt of this an	a ruori erit ot roing thembher	nd data specified in the solicitation or as amend	led, by one of the	a following methods:	extended
to at combiners from a suit 13' sub (80)	nulung cooles d	i the amendament: This By acknowledming receiv	it of this amount	nort on oach Augustile - 17	hmitted:
of, (C) By suppose letter or telegram which					
emendment you desire to change an offer a	already submitted even show	The many property of the Sheet Lies Mintel	RESULT IN REJ	ECTION OF YOUR OFFER, II,	by virtue of this
this amendment, and is received prior to the 12. ACCOUNTING AND APPROPRIATION	e opening hour and date spa	Cified.	n escu mießistu	or loner makes retarance to the	solicitation and
** MANAGEMENT OF THE PROPERTY	NDATA (II required).	fi Thursday			
19 TL	IS ITEM ADDITIES OF	See Page Two			
	MODIFIES THE CON	NLY TO MODIFICATIONS OF CONT TRACT/ORDER NO. AS DESCRIBE			
(1) A. THIS CHANGE ORDER IS ISSUED	PURSUANT TO: (Specify	authority) THE CHANGES SET FORTH IN ITE	UNIEMI	4.	
B. THE ABOVE NUMBERED CONTR	ACT/ORDER IS MODIFIED	TO REFLECT THE ADMINISTRATIVE CHANG	SES (such as ch	1909es in paving office, enomor	alion data etc.)
AS SET FORTH IN ITEM 14, PURS C. THIS SUPPLEMENTAL AGREEME	MT IS ENTERED MITORIT	Y DF FAR 43.103.(6)	•	The state of the s	MOTO GRAN, CIG.,
X Mutual Agreement of the Pa	urties	CONTACT TO SIGN TOKET TO CHE			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
D. OTHER (Specify type of modification	n and authority)				
	cenlupen ei 🔀 ton e	t to sign this document and return	copias	to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIFIC	ATION (Organized by UCF	section headings, including solicitation/contract	aubieci matter w	hara faasible i	
TIN: 521-47-1842			•		
The management of the same of					
The purpose of this modification is a	to incrementally add	additional funds to this Delivery	Order which	i bas a firm fixed price	total
value of \$384,435.00.		•		* · · · ·	
Warning and the same of the sa				•	
Funds in the amount of \$153, 652.06) have been previous	ly obligated.	•		
When a Y is a manual	•	•			
Funds in the amount of \$95,029.00 a	ire hereby added and	i incrementally obligated to this D	elivery Orde	er.	
			•		
The Delivery Order total funded and	d obligated amount i	s now \$248,681.00.			
Funds in the amount of \$135,754 ren	nain to be increment	ally added and obligated in accord	lance with th	he base period of the D	o (May) ใจ
Order.	•			was derived of the Tai	arter 3
wa				•	
The Contractor's agrees to stop perf	orming all work req	wired under this Delivery Order w	hon the incr	ementally funded amou	
with an entarity terresementification all life	unt anechien nerein i	NGC NAON YAAAAAA Waxeebaa dha 27a.	- 		44.
myseritt of tormit touchton	CEAUCH AINDUNI MUSCII	HRA APPAIN YANTAGAHTA LITIN)a may		A-9 19-1-200	
	stments are specifies	by a specific term or clause (p.g.,	in the case o	of cost rainsburgances	mutact
indirect rate adjustments).	•	1 100		v coar i entichti seinent (Ontact
All other terms and conditions remai	n unchanged.				
Except as provided herein, all terms and conditions 15A. NAME AND TITLE OF SIGNER (Type or prin	Miller depresent attached	in liom 9A or 10A, as herelofore changed, rema	sins unchanged s	and in full force and effect.	
James Butherford,	Ψ	I TOM NAME AND THE OF CO	ONTRACTING O	FFICER (Type or print)	. , , , , , , , , , , , , , , , , , , ,
Manager Contracts		Tabitha McLeod CONTRACTING OFFI	GDD //	11 11 "	-
15B, CONTRACTOR/OFFEROR	16C. DATE:	SIGNED 168. UNITED STATES OF AM		1///	
James III	/ 1	A TOTAL TOTAL		DATE SIGNE	D .
(Rimature of	194	VOT (BY) (BI) (RCE	V 11 11 11 11 11 11 11 11 11 11 11 11 11	11.4 19 1	000 117
(Signature of person authorized to sign)	· ·	(Signature of Co.	-		11 V7
PREVIOUS EDITION UNUSABLE		30-105 .	Ş	TANDARD FORM 30 (REV. 10-83)	

Page 2 C-OPC-23071 Mod 3 REED ELSEVIER, INC. VENDOR TIN #: 521471842

Line No.	•	Fund Code Budget Org. Code Cost Org. Code	Program Budget Obj. Code Amd No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
003	7QC23071000	0143	2500		
001	2007CA0010	С	2545		\$95,029
	2007	С			
		TOTAL OBLIGATION	DN:		\$95,029

				100	1 pg	1 .	2 pgs
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIV SEE	4. REQUISITION/PURC	HASE REQUEST NO	. () () 5	PROJECT NO.	(If applicab	
03	June 12,2507	.l	-CA-0010 .	المثلثات الم			
6. ISSUED BY CODE		7. ADMINISTERED BY	(If other than Item 6)		C	CODE	
US DEPARTMENT OF HOUSIN	NG & URBAN	TABITHA MCLE	COD				
DEVELOPMENT AGENCY (HI	U D)	CONTRACTING	OFFICER/SPE	CIALIS	Т		
OFFICE OF THE CHIEF PROC		E-MAIL: TABITI	HA PAINSON-I	MCLEO	D@HUD.GO	\mathbf{V}	
451 7 TH STREET, SW, RM 5266		202.402.7132				•	
WASHINGTON, DC 20410-5000	n	202.708.2933		·			
8. NAME AND ADDRESS OF CONTRACTOR				(√) 9	A. AMENDMENT	OF SOLICI	TATION NO.
REED ELSEVIER INC., DBA LI	• • •	, ,		``'			
1150 18 th ST. NW SUITE 600				9	B. DATED (SEE	ITEM 11)	
WASHINGTON, DC 20030		<i>:</i>					,
ATTN: James Rutherford, Mana	gar Contracts				•		
AT IIV. James Ruther for d, Wana	ger Contracts		-	1	OA MODIFICATIO	ON OF CON	TRACT/ORDER NO.
					C-OPC-23071 / G		
CODE	FACILITY CODE				OB. DATED (SEE		-
					eptember 29, 200	06	
	11. THIS ITEM ONLY			LICITAT			
The numbered solicitation is amended	as set forth in Item 14. The	hour and date specified for	receipt of offers		is exten	ided	is not . extended
Offers must acknowledge receipt of this a	mendment prior to the hour	and date specified in the so	licitation or as amende	d, by one o	I f the following met	hods:	extended
(a) By completing Items 8 and 15, and re	•	of the amendment; (b) By			ŭ		ffer submitted:
or, (c) By separate letter or telegram whi	- ,						
THE PLACE DESIGNATED FOR THE RE	ECEIPT OF OFFERS PRIOF	R TO THE HOUR AND DAT	'E SPECIFIED MAY R	ESULT IN	REJECTION OF Y	OUR OFFE	R. If, by virtue of this
amendment you desire to change an offer this amendment, and is received prior to the			ram or letter, provided	each telegr	am or letter makes	reference	to the solicitation and
12. ACCOUNTING AND APPROPRIATION		ecineu.				·	· · · · · · · · · · · · · · · · · · ·
	· · · · · · · · · · · · · · · · · · ·	See Page T	wo				
13. T	HIS ITEM APPLIES (ONLY TO MODIFICA	TIONS OF CONT	RACTS/	ORDERS		<u> </u>
	MODIFIES THE CO						
(√) A. THIS CHANGE ORDER IS ISSUE						NTRACT O	RDER NO. IN ITEM
10A.		•					
B. THE ABOVE NUMBERED CONT	RACT/ORDER IS MODIFIE	D TO REFLECT THE ADM	NISTRATIVE CHANG	ES (such a	as changes in payi	ng office, ap	opropriation data, etc.)
AS SET FORTH IN ITEM 14, PUI C. THIS SUPPLEMENTAL AGREEM			/ OF:		·		
C. This sufficient AL AGREEN	NENT IS ENTERED INTO P		I Ur:				
y Mutual Agreement of the I	Parties		, .= , ,				
X Mutual Agreement of the I					*******	•	
X Mutual Agreement of the I D. OTHER (Specify type of modifical					·····	·	
	tion and authority)	ed to sign this document ar	ad anti-an	, co	ppies to the issuing	office.	
D. OTHER (Specify type of modifical IMPORTANT: Contractor	ition and authority) is not	ed to sign this document an	od return 3	L			
D. OTHER (Specify type of modifical IMPORTANT: Contractor 14. DESCRIPTION OF AMENDMENT/MODIF	ition and authority) is not	ed to sign this document an	od return 3	L			
D. OTHER (Specify type of modifical IMPORTANT: Contractor	ition and authority) is not	ed to sign this document an	od return 3	L			, .
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TIM: 531-47-1842

The purpose of this modification is to incrementally and additional funds to this Delivery

treat which has a firm fixed price cotal value of \$364,435,000 Finds in the amount of 5348,681.50 have been previously obligated. Funds in the amount of \$30,000.00 are bereny added and incrementally obligated to this nelivory Order.

The Delivery Order cotal funded and obligated amount is now \$298, 581.00.

Funds in the amount of \$87,754.00 remain to be incrementally added and obligated in accordance with the base period of the Delivery Order,

The Contractor's agrees to stop partorming all work required under this Delivery Order. when the incrementally funded amount and/or totally funded/obligated amount aprelited herein has been reached. Further, the Contractor agrees that the incrementally Sunded assourt or torully funded/obligated menus specified berein represents muy a maximum financial liability turies this sentract except when subsequent untilly adjustments are openified by a specific norm or claum (a.g., in the case of cost reinforcement contract indicate face adjustments).

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Page 2 C-OPC-23071 Mod 4 REED ELSEVIER, INC. VENDOR TIN #: 521471842

Line No.	Obligation No. Reservation No. BFY(s)	Fund Code Budget Org. Code Cost Org. Code	Program Budget Obj. Code Amu No.	Reporting Cat. Job Number Closed BFY#Fund	Obligated Amil.
004	70023071000	0143	2500		······································
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	2007	C .			
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AMENDMENT/MODIFICATION NO.	3 EFFECTIVE DATE	4 REQUISITION/PURCHASE RE	,	PAGE OF	PAGES 2
004	SEE BLCK 16C	R-2007-CA-00		5 PROJECT NO (If ap)	plicable)
6 ISSUED BY CODE		7 ADMINISTERED BY (If other th		CODE	
US DEPARTMENT OF HOUSING	& URBAN	SANDY BURTON			
DEVELOPMENT AGENCY (HUD)		CONTRACTING SPECIA	LIST		
OFFICE OF THE CHIEF PROC		E-MAIL: SANDRA_S1	BURTON@HUD.	GOV	
451 7TH STREET, SW, RM 5		202.402.7120			
WASHINGTON, DC 20410-50	00	202.708.2933 - FAX			
A NAME AND ADDRESS OF COURT ATON					
8 NAME AND ADDRESS OF CONTRACTOR REED ELSEVIER INC., DBA I	(No., street, county, Stale, T.PYTG / NIPYTG	and ZIP Code)	(√)	9A. AMENDMENT OF SC	DLICITATION NO.
1150 18th ST. NW SUITE 60	DORIS/NEXIS	DC 20030			
ATTN: James Rutherford, 2	202-857-4648.F	AX: 202-354-4954	1 1		
			 	9B. DATED (SEE ITEM 1	111
				OB. OATED TOLLTICINT	""
i i i i i i i i i i i i i i i i i i i		•	·	10A. MODIFICATION OF	CONTRACTIORDER N
				C-OPC-23071 /	GS-02F-0048M
CODE	FACILITY CODE			IOB. DATED (SEE ITEM	13)
44	THEITEN	4 D.D. (C. C. C. C. C. C. C. C. C. C. C. C. C.		September 29,	2006
The numbered solicitation is amended as	. THIS ITEM ONLY	APPLIES TO AMENDMENTS	OF SOLICITAT		
		· ·		is extended	is not
Offers must acknowledge receipt of this ame	endment prior to the hour a	nd date specified in the solicitation or a	s amended, by one o	L	extended
(a) By completing Items 8 and 15, and return	ning copies of	the amendment: (b) By acknowledgic	no receipt of this ame	andment on anch annu of the	ne offer submitted:
or, (c) By separate letter or telegram which THE PLACE DESIGNATED FOR THE REC	includes a reference to the	colicitation and amountment acceptance	CAN LIGHT OF MOUR		
THE PLACE DESIGNATED FOR THE RECLE amendment you desire to change an offer all this amendment, and is received prior to the	EIPT OF OFFERS PRIOR ready submilled, such char	TO THE HOUR AND DATE SPECIFIE	D MAY RESULT IN	REJECTION OF YOUR OF	FFER. If, by virtue of thi
	opering nout and date spe	ge may be made by telegram or letter, cified.	proviaea each telegi	am or letter makes referen	ice to the solicitation and
12. ACCOUNTING AND APPROPRIATION	DATA (If required)				
40 TIII	OUTEN APPLIES OF	SEE PAGE TWO			
13. IHI	STIEM APPLIES OF	NLY TO MODIFICATIONS OF	CONTRACTS/	ORDERS,	
(√) A. THIS CHANGE ORDER IS ISSUED	PURSUANT TO: (Secriti	TRACT/ORDER NO. AS DES	CRIBED IN ITE	M 14.	
(√) A. THIS CHANGE ORDER IS ISSUED 10A.	TORGONIAL TO. (Specily	dunonly) THE CHANGES SET FORT	TH IN ITEM 14 ARE	MADE IN THE CONTRACT	FORDER NO. IN ITEM
B. THE ABOVE NUMBERED CONTRA AS SET FORTH IN ITEM 14, PURSI	CT/ORDER IS MODIFIED	TO REFLECT THE ADMINISTRATIVE	CHANCES (auch a	ā ab da a sala sala sala sala sala sala sala	
			. CHANGES (Such a	s changes in paying office,	appropriation data, etc.
X C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED INTO PUR	SUANT TO AUTHORITY OF:		<u> </u>	
D. OTHER (Specify type of modification	and authority)	MODIFICATION - MUTUA	AL AGREEMEN	T	
26	,				
IMPORTANT: Contractor is r					
	not 🛛 is required	to sign this document and return	1 cop	ies to the issuing office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION: 521-47-1842	TION (Organized by UCF s	ection headings, including solicitation/	contract subject matte	er where feasible.)	
The nurnose of this m	odification is	to improve 13			
The purpose of this m Order which has a firm fix	ed price total	to incrementally ac	d addition	al funds to th	is Delivery.
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runds in the amount of	: \$87,754.00 r	emain to be incremen	tally added	land oblicator	d to
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The Contractor's agree	s to stop peri	forming all work req	uired under	this Delivery	v Order
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or clause (e.g., in the cas	e of cost rein	bursement contract i	indirect ra	te adjustments).
			•		
All other terms and co	nulcions remai	n unchanged.			
Except as provided herein, all terms and conditions of 15A NAME AND TITLE OF SIGNER (Type or print)	the document referenced of	a Item 9A or 10A as burstefft			
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15B CONTRACTOR/OFFEROR	15C DATE S	IGNED 168. UNITED STATES	OF AMERICA		E SIGNED
			•		The state of the s
(Signature of person authorized to sign)		BY(Signature	e of Contracting Office	nel .	
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STANDARD FORM 30 (REV 10-83)

Page 2 C-OPC-23071 Mod 4 REED ELSEVIER, INC. VENDOR TIN #: 521471842

1	Obligation No. Reservation No. BFY(s)	Fund Code Budget Org. Code Cost Org. Code	Program Budget Obj. Code Amd No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
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2. AMENDMENT/MODIFICATION NO.	3. EFFECTIV		4. REQUISITION	VPURCH	ASE REQUEST NO A-00017).	5. PROJĘCT NO	, (if applicable)	,
005 6. ISSUED BY CODE	5/20/	2.001	7. ADMINISTER	ED BY (#	ather than Item 6)	<u></u>		CODE	
US DEPARTMENT OF HOUSING	3 & URBJ	AN	SANDY BUR	TON					
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OFFICE OF THE CHIEF PRO 451 7TH STREET, SW, RM	2388 LAKRMENI.	OFR	202.402.7			104402		•	
WASHINGTON, DC 20410-5	000		202.708.2		FAX				
			TIP Code			(√)	9A, AMENDMEN	T OF SOLICITA	ATION NO.
6. NAME AND ADDRESS OF CONTRACTO REED ELSEVIER INC., DBA	LEXIS/NI	county, State, EXIS	ana zii - Coaej		•	(4)		,	
1350 18th ST. NW SUITE	600. WASI	IINGTON	, DC 20030						
ATTN: James Rutherford,	202-857	-4648,F	AX: 202-35	4-495	4		9B. DATED (SE	E ITEM 11)	
		•							
						Х	10A. MODIFICAT C-OPC-230	ION OF CONT.	RACT/ORDER NO. 02F-0048M
CODE	FAC	LITY CODE					108. DATED (S) September	E TEM 13)	
- Aller - William - Aller - Al	44 TUISIT	CM ONLY	APPLIES TO	AMENO	MENTS OF S	OLICITA		27, 200	
The numbered solicitation is amended	11. THIS II	tem 14. The	hour and date spec	ified for re	calpt of offers		ls and	ended	is not extended
Offers must acknowledge receipt of this :						led, by on	e of the fallowing m	athods:	Oxiended
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THE PLACE DESIGNATED FOR THE R	EÇEIPT OF OF a almady submit	FERS PRIQI ted, euch ah:	K 10 (ME MOUK A						
thic amendment, and in received prior to	the opening hou	rano dale st	ecified.						
12. ACCOUNTING AND APPROPRIAT		867014	3 OGC \$11	7,000	.00 Obliga	ated			
13.	THIS ITEM A	PPLIES (DOM OT YJING	IFICAT	ONS OF CON	TRACT	'S/ORDERS,		
	T MODIFIES	THE CO	NTRACT/ORD	ER NO.	AS DESCRIB	EM 14 A	REMADE IN THE	ONTRACT OF	DER NO. IN ITEM
404									
B. THE ABOVE NUMBERED CON AS SET FORTH IN ITEM 14, PL	TRACT/ORDER	IS MODIFIE	D TO REFLECT TH	HE ADMIN	IISTRATIVE CHAN	GES (au	ich as changes in pe	ying onco, upp	nophellon data, atc.)
C. THIS SUPPLEMENTAL AGREE	MENT IS ENTE	RED INTO P	URSUANT TO AU	THORITY	ÓF:				
X D. OTHER (Specify type of modific	e(lon and autho	rity)	MINI NO ES	V (IVENIE)	מיניי מיניים או	ስፑ ጥ ፑ	E CONTRACT		
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IMPORTANT: Contractor	le not		red to sign this doc			<u> </u>	copies to the issui		
14. DESCRIPTION OF AMENDMENT/MODI TIN: 521-47-1842	FICATION (O/g	anizad by UC	F section heading:	a, includin	g solicitation/contra	ct subject	matler where leasil	o/e.)	
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(2) Add additional fun-	ding to (LINS 0	01 and 100	1A,	· 	_			
(3) Exercise Option 1	and apply	/ fundi	ng.						
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(See Page 2)									•
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Government Technical Re				ແດຂຜູ້ພ	. 202-402-5	050.			
All other terms and con	1							_	·
Except as provided herein, all terms and cond	illions of the doc	ument refere	ncad in Ilem 9A or	10A, 85 h	iratofore changed,	F CONTE	inchanged and in fu PACTING OFFICER	I fonce and &ife (Type or print)	<u>ca, </u>
15A. NAME AND TITLE OF SIGNER (Type	1	1	.	1201 14			*		
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(Signature of person authorized to NSN 7540-01-152-8070	sign)		. 30-	105 //	1 // 17/10/10/10/10		STANDA	RD FORM 30 (RE	EV. 10-83)
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Page 2 C-OPC-23071 Mod 5 REED ELSEVIER, INC. VENDOR TIN #: 521471842

Line No.		Fund Code Budget Org. Code Cost Org. Code	Program Budget Obj. Code Amd No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
005	7QC23071000	0143	2500		
100	2007CA0017	C	2545		\$117,000
	2007	С	1		
		TOTAL OBLIGATIO	:		\$117,000

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CONTRACT C-OPC-23071 MODIFICATION 005

(1) To change the Period of Performance of this contract. The changes for Schedule B are as follows:

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CLIN0001 - Legal Subscription services via Lexis/Nexis for access to Court Link, Accurint and Treatis. Legal information searches for HQ, Enforcement Center. The period of performance is hereby changed from 10/01/06 through 09/30/07 to 10/01/06 through 9/27/2007.

CLIN 1001A Option 1 - Legal Subscription services via Lexis/Nexis for access to Court Link, Accurint and Treatis. Legal information searches for HQ, Enforcement Center. The period of performance is hereby_changed_from_10/01/07_through_09/30/08_to_9/28/2007_through_ 9/27/2008.

CLIN 2002A Option 2 - Legal Subscription services via Lexis/Nexis for access to Court Link, Accurint and Treatis. Legal information searches for HQ, Enforcement Center. The period of performance is hereby changed from 10/01/08 through 09/30/09 to 9/28/2008 through 9/27/2009.

CLIN 3003A Option 3 - Legal Subscription services via Lexis/Nexis for access to Court Link, Accurint and Treatis. Legal information searches for HQ, Enforcement Center. The period of performance is hereby changed from 10/01/09 through 09/30/10 to 9/28/2009 through 9/27/2010.

CLIN 4004A Option 4 - Legal Subscription services via Lexis/Nexis for access to Court Link, Accurint and Treatis. Legal information searches for HQ, Enforcement Center. The period of performance is hereby changed from 10/01/10 through 09/30/11 to 9/28/2010 through 9/27/2011.

- (2) Add funding to CLIN 001 in the amount of \$85,754. CLIN 001 is hereby increased by \$85,754 from \$298,681 to \$384,435.00. CLIN 0001 is fully funded.
- (3) Exercise CLIN 1001A (Option 1) for the period of performance of 9/28/2007 through 9/27/2008 and incrementally fund in the amount of \$31,246. The remaining balance is \$464,722.05 subject to availability of funds. The contractor, at no time, shall exceed the funding available on this CLIN and the Government has no financial liability beyond the funding as set forth. A subsequent modification shall be issued to incorporate additional funding.

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CONTRACT C-OPC-23071 MODIFICATION 005

(4) The value of this contract is increased by \$117,000 from \$298,681.00 to \$415,681.00.

CURRENT OBL	IGATED	MUNDS:	
	MÓD 1	\$	132.,000.00
CLIN 0001	MOD 2		21,652.00
	MOD 3.	\$	95,029.00
CLIN 0001			50,000.00
	MOD 5		85,754.00
Attacks was a			31,246.00
CLIN 1001A	MOD 5	ş	31,240.00

TOTAL FUNDED

\$415,681.00

The 4 option years are as follows:

CLIN 0001 BASE \$384,435.00

CLIN 1001A Option 1 \$495,968.05

CLIN 2002A Option 2 \$510,847.09

CLIN 3003A Option 3 \$526,172.50

CLIN 4004A Option 4 \$541,957.68

Verse val

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AME	NDMENT OF SOLICITATI	ON/MODIFICATIO	N OF CONTI	RACT	1. CONTRACT	ID CODE	PAGE	OF (PAGES 2
2. AM	ENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITIO	NAPURCH	ASE REQUEST	NO.	5. PROJECT	TNO, (It app	ilcable)	<u></u>
	006	9/28/2007			CA - 0.0.022 Other than flam	<u></u>	·	CODE.	· 7	
	DEPARTMENT OF HOUSING	G & URBAN	SANDY BU		Olubi. (vet) deux	D)		CODE	L	
	ELOPMENT AGENCY (HUD)				ecialist					
	ICE OF THE CHIEF PRO				.s.Burtol	nøhud . G	ov			
	7TH STREET, SW, RM		202.402.							
WASI	HINGTON, DC 20410-50	000	202.708.	2933 -	FAX					
	ME AND ADDRESS OF CONTRACTO		o, and ZIP Code)			(4)	OA AMENDI	VENT OF S	OLIÇITATI	ON NO.
	DELSEVIER INC., DBA DISTRIBUTE (፣ ኮሮ ኃለሱን	σ.						
	I: James Rutherford,				4					
	•	•					9B. DATED	(SEE ITEM	11)	
	·		4						-221/224	07/00000010
					•	X				CT/ORDER NO. 2F-0048M
CODE		FACILITY CODE	:				10B. DATED			
							Septemb	er 29,	2006	
		11. THIS ITEM ONLY				OLICITA		extended		is not
ш	The numbered solicitation is amended		*		,			•		extended
	førs must acknowledge receipt of this a									
	By completing Items 8 and 15, and 66 (c) By separate letter or telegram whi		of the amendment							
TH	REPLACE DESIGNATED FOR THE RE	ECEIPT OF OFFERS PRIO	R TO THE HOUR .	AND DATE	SPECIFIED MAT	Y RESULT IN	REJECTION	OF YOUR (OFFER. If.	, by vinue of this
an	nendment you desire to change an offer a amendment, and is recalved prior to t	r already submided, such ch	ange may be made	a by telegrai	n or letter, provid	led each tole	gram or letter	makes refer	ent ol eone	solicitation and
	. ACCOUNTING AND APPROPRIATE	ON DATA (if required)				······································		·		······································
			s ogc \$6				/0505P0	·		
		THIS ITEM APPLIES (T MODIFIES THE CO						,		
(v)	A. THIS CHANGE ORDER IS ISSUE	ED PURSUANT TO: (Speci	ify authority) THE	CHANGES	SET FORTHIN	TEM 14 ARE	MADE IN TH	IE CONTRA	CT ORDE	R NO. IN ITEM
	10A.									
	B. THE ABOVE NUMBERED CONT AS SET FORTH IN ITEM 14, PU	RACT/ORDER IS MODIFIE	D TO REFLECT T	HE ADMINI	STRATIVE CHA	NGES (such	às changes l	n paying offic	е, врргор	rialion dela, elc.)
	C. THIS SUPPLEMENTAL AGREEM	MENT IS ENTERED INTO P	URSUANT TO AL	THORITY						
	D. OTHER (Specify type of modifica	FAR 43,103 ((a) MUTUAL	AGREE	MENT BY	OTH PA	RTIES		·····	
	D. OTTICK Jopetry lype or mounted	mon and administry								
IMPOR	YANT: Contractor	lupen ai 🔀 ton al	red to sign this doc	ument and	relum	, ,	toples to the h	ssuing office.		
	SCRIPTION OF AMENDMENT/MODIF		GF secilon heading	is, including	solicitation/contr	act subject m	aller where fe	asible.)		
The	purpose of this is t to add funding to CL	he following:	al Eubeari	intian	somri cec	in the	amount	of ¢6	ቁ ለሰስ	from
\$31,		TN TOOTH - TIER	ar subscri	rbrion	Detated	T11 -114	. HIIIOMAL	. Or yo	0,000	1.2011
	The value of this co	ntract is incr	eased by	68,000	.00 from	\$415,6	81.00 t	0 \$483	,691.(00.
Curr	ent Obligated fundin	g is as follow	₽:		-					
	LIN 0001 MOD 1	•	32,000.00							
	LIN 0001 MOD 2 LIN 0001 MOD 3		21,652.00 95,029.00							
	LIN 0001 MOD 4		50,000.00							
	LIN 0001 MOD 5		85,754.00							
	LIN 1001A MOD 5	•	31,246.00							
C	LIN 1001A MOD 6		60,000.00							
· (3) m	ATOTA me period of perform		83,681.00 07 through	9/27/	รถกร					
(4) T	he contractor, at no	time, shall e	xceed the	fundir	g availal	ole on	this CL	IN and	the	
Gove:	rnment has no financ	ial liability l	beyond the	fundi	ng as set	t forth	. A su	paedner	at a	
	fication shall be is: in the same. T	sued to incorpo IN: 521-47-1841		tional	funding	. All o	ther te	ems amo	d cond	litions
A GIIIQ.	ALL THE DIMME+ 1.	mer a merit _#1_++64.4	•							
Except E	s provided herein, all terms and conditi	ons of the document referen	nced in Item 9A or	10A, es hen	stofore changed.	remains unc	nanged and In	full force an	o effect.	
15A, NA	AME AND TITLE OF SIGNER (Type or	-		18A. NAS	ME AND TITLE C	⊬ CONTRAC	JING OFFIC	ER (Type of	pant)	
SAMO	ES KUTHERFORD, MANA	GER - CONTRAC	275				n, Cont	ract O	fficer	<u> </u>
15B. CC	NTRACTOR/OFFEROR	15C: D/	ATE SIGNED	18B. UN	TED STATES O	FAMERICA	/		DATE SI	SNED
	James withers	ed Id	Vor 07	BY /	V/M	m	Le		20 n	101 07
	(Signature of parson authorized to s				/ (Signature	of Contracting				
	0-01-152-8070 S EDITION UNUSABLE		30-	105 / 6			Prescri	DARD FORM ()•00)
	1						FAR (4	8 CFR) 55.24	3	

HPS Page 1 of 1	of 1		DE	DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT HUD PROCURENENT SYSTEM (HPS) FUNDING FOR CONTRACT MODIFICATION C-OPC-23071 MOE	MENT OF HOUSING AND URBAN DEVI HUD PROCUREMENT SYSTEM (HPS) I CONTRACT MODIFICATION COPES	IBAN DEVE FEM (HPS) N C-OPC-2	LOPMENT 3071 MOD 6		Ö	DATE: 09/30/2007 8:37 PM	1/14/2007
LINE	obligation no Reservation no BFY(s)	OBLIGATION NO FUND CODE PROGRAM RESERVATION NO BUDGET ORG CODE BUD, OBJ. CODE 8FY(s) COST ORG CODE AMEND NO	PROGRAM DE BUD, OBJ. CODI AMEND NO	RPT CATEGORY E JOB NO CLOSED BFV(8) / FUND	DESCR P/F FLAG	SERVED	HPS OBLIGATED AMOUNT	INTERFACE RESERVED AMOUNT	INTEHFACE CBLIGATED AMOUNT	REMAINING	' 07:43
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					TOTAL:	\$68,000	\$68,000	\$68,000	868,000	<u>(</u>	D → 1
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Page 2 C-OPC-23071 Mod 6 REED ELSEVIER, INC. VENDOR TIN #: 521471842

Line No. 1	Obligation No. Reservation No. BFY(s)	Fund Code Budget Org. Code Cost Org. Code	Program Budget Obj. Code Amd No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
001	6QC23071000	06SEES	2500	<u> </u>	
001	2007CA0022	C	2545		\$68,000
	2006 2007	C	·		
	<u> </u>	TOTAL OBLIGATION	N:		\$68,000

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AMENDMENT OF SOLICITATION/MODIF	CATION OF CO	NTRACT	1. CONTRACT I	CODE	PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NO. 3. EFFECTIVE	DATE A PEOU	SITIONIALIBOR	ASE REQUEST NO		1		3
007 04/17/		R-2008-0	ASE REQUEST NO LA - 00004).	5. PROJECT NO.	(if applicable)	
6. ISSUED BY CODE	7. ADMIN	STERED BY (II	other than Item 6)			CODE	
U.S. Department of HUD	Timoth	ıy G. Smi					
Office of the Chief Procurement	Ofer Contra	cting Of	ficer/Spec	ialis	t - :		
Administrative and Mgmt Support	Div (202)	402-2826	-		•		
451 Seventh Street, SW; Room 526		708-2933	Fax				
Washington, DC 20410-5000	Timoth	y.G.Smit	h@hud.gov	(email	1)		
8 NAME AND ADDRESS OF SOUTH ATTOR	4						
8. NAME AND ADDRESS OF CONTRACTOR (No., street, co REED ELSEVIER INC., DBA LEXIS/NE	unty, State, and ZIP Coo	(e)		(4)	9A. AMENDMENT	OF SOLICITATIO	N NO.
1150 18 th Street NW Suite 600	(15		[1			
WASHINGTON, DC 20030							
Attn: James Rutherford, 202-857-4	ነፍላይ ଅካፕ ኃላጋ	354 4054	. 1				
202 037	1010, PAR 202	-334-4354	}	<u></u>			
			1	٤	B, DATED (SEE	ITEM 11)	
•			_				
				X 1	DA. MODIFICATION CONTROL OF CORCORD	ON OF CONTRACT	MORDER NO.
CODE FACIL	TY CODE			—— <u>⊨</u>	OB. DATED (SEE	1/GS-U2F-U)048M
				1.9	September :	772W 73) 29. 2006	
11. THIS ITEM	MONLY APPLIES	TO AMENDA	IENTS OF SOI	ICITAT	IONS		
The numbered solicitation is amended as set forth in Item	1 14. The hour and date	specified for reci	elpt of offers	.]	is exten	ded	is not
Offers must acknowledge receipt of this amendment prior to	the hour and date sneci	fied in the callein	dian as an assessment	,		L	extended
(a) by completing items a situ to, and returning	copies of the amendm	ent (h) Ruseke	outodaine resoint	· C + In !			
or, (c) By separate letter or telegram which includes a refer THE PLACE DESIGNATED FOR THE RECEIPT OF OFFE							
THE PLACE DESIGNATED FOR THE RECEIPT OF OFFEI amendment you desire to change an offer already submitted	RS PRIOR TO THE HOL	JR AND DATE S	PECIFIED MAY RE	SULTINE	REJECTION OF YO	MENT TO BE REC	SEIVED AT
amendment you desire to change an offer already submitted this amendment, and is received prior to the opening hour ar	rsuch change may be m	ade by telegram	or letter, provided s	ach telegr	am or letter makes	reference to the st	/ virtue or this
12. ACCOUNTING AND APPROPRIATION DATA (If requi	red)			·····			
Increase: 86	80335/OGC/C/C	Amoun	t: Obligat	e \$200	000 00		
13. THIS ITEM APP	PLIES ONLY TO M	ODIFICATIO	NS OF CONTE	ACTOIC	PDEDO		
(1) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO 10A.): (Specify authority) Th	E CHANGES SI	T FORTH IN ITEM	14 ARE	MADE IN THE CON	TRACT ORDER N	JO IN ITEM
B. THE ABOVE NUMBERED CONTRACT/ORDER IS AS SET FORTH IN ITEM 14, PURSUANT TO THE	MODIFIED TO REFLECT	THE ADMINIST	RATIVE CHANGE	S (such a	s changes in paying	office, approprial	ion dala, etc.)
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED	INTO PURSUANT TO	AUTHORITY OF					
			•				
X D. OTHER (Specify type of modification and authority)	3161				· · · · · · · · · · · · · · · · · · ·		***
BIIateral Mo	dification -	Mutual a	greement c	f the	parties.		
IMPORTANT: Contractor Is not IS	is required to sign this d	ocument and refu	IPS		! t- tl. 1	-	
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	d had for a see a to the	ocoment and ten	1	cop	ies to the issuing o	ffice.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organize TIN: 521471842							
The purpose of this modification i	s to increase	funding	05 CT TN 1	0077			
		Submissi	ON GLANGO	OULA .	- Legal Su	bscription	1
		e total	value of t	Pic of	n loota is ontract is	increased	i from .
\$483,681.00, by \$200,000.00, to \$6	83.681.00.	.0 00042	value of t	nra co	ontract is	increased	i from
Current obligated funding is as for	llows:						
CLIN 0001 MOD 1	\$ 132	,000.00	•				
CLIN 0001 MOD 2	\$ 21	,652.00					
CLIN 0001 MOD 3	\$ 95	,029.00				•	
CLIN 0001 MOD 4	\$ 50	,000.00					
CLIN 0001 MOD 5	\$ 85	,754.00					
CLIN 1001A - MOD 5	\$ 31	,246.00					
CLIN 1001A MOD 6	\$ 68	,000.00					
CLIN 1001A MOD 7		,000.00					
The Contractor chall at a TOTAL	\$ 683	,681.00					
The Contractor shall at no time exc (Continued page 3)	eed the fund:	ing avail	able on th	is co	ntract and	the	
		•					
Except as provided herein, all terms and conditions of the document	roforanged in How DA	404					
Except as provided herein, all terms and conditions of the document 15A. NAME AND TITLE OF SIGNER (Type or print)	TO AR MEN III DECINERATE	16A NAME A	IND TITLE OF CO.	IS unchang	ed and in full force	and effect.	
James Rutherford, Manager - Federal Co.	itracts	I TOTAL TAMINE P	WO THE OF COP	CIKACIIN	G OFFICER (Type	or print)	
-	-	!	ጥ	IMOTH	G. SMITH		•
15B. CONTRACTOR/OFFEROR 15	C. DATE SIGNED	16B. UNITAD	STATES OF AME	RICA.		DATE SIGNED	<u> </u>
lament the the	7 App no	many of the	1/4 14			1	1 0
(Signature of person authorized to sign)	MEGO	BY' AJM	(Signaling of Co.	2000		14/17/	'200X
NSN 7540-01-152-8070	30-	105	(Signalbee of Conti	acung Offic		1 /	
PREVIOUS EDITION UNUSABLE					STANDARD FORI Prescribed by GS/	7 30 (REV. 10-83)	

FAR (48 CFR) 53.243

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Page 2 C-OPC-23071 Mod 7 REED ELSEVIER, INC. VENDOR TIN #: 521471842

Line No.	Obligation No. Reservation No. BFY(s)		Program Budget Obj. Code Amd No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
001	8QC23071000	0335	2500		
001	2008CA0004	C	2545		\$200,000
	2008	С			· · · ·
		TOTAL OBLIGATIO	N:		\$200,000

Contract C-OPC-23071 Modification 007

Government has no financial liability beyond the funding as set forth. A subsequent modification will be issued to incorporate additional funding.

The period of performance is 09/26/06 through 09/27/2008.

The clause at H.8 HUDDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED PRICE) (OCT 1999) is hereby replaced with updated HUDDAR 2452.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED PRICE) (FEB 2008) (DEVIATION).

2452.232-70 - PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED PRICE)
(FEB 2008) (DEVIATION)

(a) Payment Schedule. Payment of the contract price (see Section B of the contract) will be made upon completion and acceptance of all work unless a partial payment schedule is included below: N/A

	Par			Appl	icable	
•	Pay	me	nt	Còntract	Delivery	Payment
	Nun	ıbe	Ľ.	DelTyerable	e Date	Amount
	1.	[]			
	2.	[]	-		
	3.	{]			

- (b) Submission of Invoices
- (1) Invoices shall be submitted as follows: original to the payment office identified on the award document (e.g., in Block 12 on the SF 26 or Block 25 on the SF 33, or elsewhere in the contract) with a copy to the Government Technical Representative (GTR) and a copy to the Contracting Officer. The final invoice shall not be paid prior to certification by the Contracting Officer that all work has been completed and accepted. To constitute a proper invoice, the invoice must include all items required by FAR clause 52.232 25, Prompt Payment.
- (2) To assist the government in making timely payments, the contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., in Block 14 on the SF-26 or Block 21 on the SF-33). The contractor is also requested to clearly indicate on the mailing envelope that an invoice is enclosed.
- (c) Contractor Remittance Information. The contractor shall provide the payment office with all information required by other payment clauses or other supplemental information (e.g., contracts for commercial services) contained in this contract.

(End of clause)

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M60 HS 0-012307

Roy Swam

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AMENDMENT OF SOLICITAT	ION/MQ	TICATION (OF CONT	RACT	1. CONTRACT	ID CODE	PAGE	OF.		PAGES
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2. AMENDMENT/MOIFICATION NO.	3 FFFF	CTIVE DATE	4 REQUIS	ITION/PURC	HASE REQUES	T NO	I 5 PROJEC	CT NO. (If applic	ahle)	2
M0008	ł	Block 16C	R-2008			1110.	J. TROUE	or tro. (n applic		
6. ISSUED BY CODE	366	DIOCK TOC			(If other than Ite	m 6)		CODE	· · · · · · · · · · · · · · · · · · ·	-
U.S. Department of Housing a	nd		l James I	Mills Co	ntract Spec	rialist			L	
Urban Development (HUD)	ii iu		Office:			nanst				
Office of the Chief Procureme	nt Office	er	1	202 708		,		•	.*	
451 Seventh Street, SW Room	m 5266		Email: ja	ames.d.r	nills@hud.g	<u>vop</u>				
Washington, DC 20410			ļ L							
8. NAME AND ADDRESS OF CONTRACTOR			IP Code)			(√)	9A. AMENI	DMENT OF SOLI	CITATION	I NO.
Reed Elsevier INC., DBA LEXIS	NEXIS						OR DATE	OFF PEN 441		
1150 18 th Street NW Suite 600 Washington DC 20030							96, DATEL	(SEE ITEM 11)		
Atten: James Rutherford, 202-8	57-4648	2				X	10A, MODI	FICATION OF CO	ONTRAC?	/ORDER NO.
Allen. James Numenoru, 202-0	37-4040	,				^				
						İ	C-OPC-	-23071		
CODE	F/	ACILITY CODE					10B. DATE	D_(SEE ITEM 13)	
							9/29/20	06		
	11. TH	IS ITEM ONLY	APPLIES T	O AMENI	MENTS OF	SOLICITA	ATIONS			
The numbered solicitation is amended as	set forth in I	tem 14. The hour an	d date specifie	d for receipt	of offers			is extended	T	is not
Offers must acknowledge receipt of this a	mendment p	orior to the hour and d	late specified in	n the solicita	ion or as amende	ed, by one of	the following	methods:		extended
(a) By completing Items 8 and 15, and retu	rning	copies of the	e amendment;	(b) By acki	nowledging receip	ot of this ame	endment on ea	och copy of the of	ier submit	ted;
or, (c) By separate letter or telegram whi	ch includes	a reference to the sol	icitation and ar	mendment n	mbers. FAILUR	E OF YOUR	ACKNOWLE	DGEMENT TO B	RECEIV	ED AT THE
PLACE DESIGNATED FOR THE RECEIF you desire to change an offer already sub	mitted, such	change may be mad	e by telegram	or letter, pro	ied MAY RESUL	am or letter i	makes referen	or offer. If, by	/ virtue of on and thi	this amendment s amendment,
and is received prior to the opening hour a 12. ACCOUNTING AND APPROPRIAT										
8680335 - \$16,268		(ii roquirou)								•
· · · · · · · · · · · · · · · · · · ·		EM APPLIES ON	NLY TO MC	DIFICAT	IONS OF CO	NTRACT	S/ORDERS	 S.		
	IT MOD	IFIES THE CON	TRACT/OF	DER NO	AS DESCRI	BED IN I	ΓΕΜ 14.			
(√) A. THIS CHANGE ORDER IS ISSUE	ED PURSU	ANT TO: (Specify a	authority) TH	E CHANGE	S SET FORTH I	N ITEM 14	ARE MADE I	N THE CONTRA	ACT ORD	ER NO. IN
10A.										•
B. THE ABOVE NUMBERED CONTRA AS SET FORTH IN ITEM 14, PURS	CT/ORDER	IS MODIFIED TO RE	EFLECT THE A	ADMINISTRA	TIVE CHANGES	such as c	hanges in pay	ing office, approp	riation dat	a, etc.)
C. THIS SUPPLEMENTAL AGREEN			<u> </u>		· ·					
G. THIS SUPPLEMENTAL AGREEM	VENT IS EI	VIERED INTO POR	SUANT TO A	MUNDKII	Or:					
D. OTUER (Creeks have at modification							·		<u></u>	·
X D. OTHER (Specify type of modification FAR 43.103(b) Unilateral Modern	on and autho odificati	on on								
MPORTANT: Contractor	is not		sign this docu	iment and re	turn		conies to the	issuing office.		
X 14. DESCRIPTION OF AMENDMENT/MODIFIE		. ,	-		:		•	Ů		
		•	_	-		•		•		
The purpose of this modific \$16,268.00.	ation is	to add funding	g to CLIN	1001A -	- Legai Sub	scription	1 Services	s in the amo	or muc	
(1) The value of this contra	act is inc	reased by \$16	3 268 00 1	from \$48	3 681 00 17	\$400 O	40 NN			
(2) The period of performa	nce is th	rough Septer	nber 28. 2	2008.	,001.00 tt	, φ τ υυ,υ	43.00.			
(3) The contractor, at no til					on this CLIN	N and the	e Govern	ment has n	o finar	cial
liability beyond the fund			.							
(4) All other terms and con	ditions	remain the sar	ne.							
TIN 504 470 4040								•		
TIN: 521-476-1842										
Except as provided herein, all terms and condition	one of the de	oumant referenced in	ltom OA or 10	A as baseta	fore changed re-	maina unaha	naad and in fi	Il force and offers		
15A. NAME AND TITLE OF SIGNER (Type or			THE III SA OF TO					R (Type or print)		
· ·	printy			TOA. MAIV				SHINGTON		
								OFFICER		
15B. CONTRACTOR/OFFEROR		15C. DATE S	SIGNED	16B. UN	ED STATES OF		///		16C. DAT	E SIGNED
				1	-11	_	1 look	1		1 1.
				BY //_	(Signature	of Contraction	na Officer	englos.	61	129/10
(Signature of person authorized to s NSN 7540-01-152-8070	ign)		30-	105	(Olgitalule	or contractil	•	ANDARD FORM 30	(REV: 10	-83)
PREVIOUS EDITION UNUSABLE		•					Pres	scribed by GSA R (48 CFR) 53:243		

Page 2 C-OPC-23071 Mod 8 REED ELSEVIER, INC. VENDOR TIN #: 521471842

	Obligation No. Reservation No. BFY(s)		Program Budget Obj. Code Amd No.	Reporting Cat. Job Number Closed BFYs/Fund	Obliga	ted Amt.
002	8QC23071000	0335	2500			
001	2008CA0015	С	2545			\$16,268
	2008	С				
		TOTAL OBLIGATION	N:		•	\$16,268

Light

mod # 9 Copc-2307

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AMENDMENT OF SOLICITAT	ION/MC	CATION OF	CONTR	RACT	1. CONTRACT I	D CODE	PAG	E OF		PAGES
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2. AMENDMENT/MOIFICATION NO.	3. EFFECTIVE D	DATE 4	4. REQUISIT	rion/Purc	HASE REQUEST	NO.	5. PROJE	CT NO. (If appli	cable)	
M0009	See Bloc		R-2008-							
6. ISSUED BY CODE					(If other than Item	•		CODE		
U.S. Department of Housing a	and				ntract Specia	alist				
Urban Development (HUD)			Office: 2					•		
Office of the Chief Procureme				02 708						
451 Seventh Street, SW Roo	m 5266	E	Email: <u>ja</u>	<u>mes.d.r</u>	nills@hud.ge	<u>ov</u>				
Washington, DC 20410 B. NAME AND ADDRESS OF CONTRACTOR						1 , 6			101717101	
	•	, State, and ZIP (Coae)			(√)	9A. AME	IDMENT OF SOI	LICITATION	/ NO.
Reed Elsevier INC.,DBA LEXIS	S/NEXIS						00.00.	D (DEF 1771)		
1150 18 th Street NW Suite 600							98. DATE	D (SEE ITEM 1:	')	
Washington DC 20030							100 1100		OUTDAGE	
Atten: James Rutherford, 202-8	357-4648					X	TOA. MOL	DIFICATION OF (CONTRACT	ORDER NO.
							C-OPC	-23071		
CODE	FAGILIT	Y-GODE-				-	10BDAT	ED-/SEE-ITEM-1	3)	
								•	-,	
	44 771110 1771	E14 O14 1/ 45	- IEO	ALIENIE	MENTS OF O		9/29/20	006		
					MENTS OF S	SOLICITA	ATIONS	T. t		
The numbered solicitation is amended as	sel forth in item 14	i. The nour and d	ate specified	i for receipt	or oners			is extended		is not extended
Offers must acknowledge receipt of this a	mendment prior to	the hour and date	e specified in	the solicita	ion or as amended	d, by one of	the followin	g methods:		
(a) By completing Items 8 and 15, and retu	-	•			nowledging receipt					
or, (c) By separate letter or telegram wh	ich includes a refere	ence to the solicit	ation and am	nendment no	mbers. FAILURE	OF YOUR	ACKNOWL	EDGEMENT TO	BE RECEIV	ED AT THE
PLACE DESIGNATED FOR THE RECEI you desire to change an offer already sub	mitted, such chang	e may be made b								
and is received prior to the opening hour 12. ACCOUNTING AND APPROPRIA										·
12. ACCOUNTING AND APPROPRIA 8680335 - \$ 50,000		uirea)								
	THIS ITEM A	DDI IES ONI	V TO MO	DIEICAT	IONIS OF CON	JTDACT	SIODDE	<u> </u>		
13					AS DESCRIE			το,		
(√) A. THIS CHANGE ORDER IS ISSU								IN THE CONTI	RACT ORE	ER NO. IN
ITEM					* .		•			
10A.	ACT/ODDED IS MC	DIELED TO DEE	LECT THE A	DMINICTO	TIVE CHANCES	/avah aa a	h (i'			44-1
B. THE ABOVE NUMBERED CONTR AS SET FORTH IN ITEM 14, PUR:					ATIVE CHANGES	(such as c	nanges in pa	iying omce, appro	priation da	:a, etc.)
C. THIS SUPPLEMENTAL AGREE	MENT IS ENTEDE	בח ואדה פו ופפו	IANT TO A	LITUODITY	′ ∩E:			·		
C. THIS SUPPLEMENTAL AGREE	MEINT IS EINTERE		DANT TO A	UIAUKIII	OF.					
X D. OTHER (Specify type of modificate FAR 43.1(b) Unilateral Mod										
TAN 43.1(b) offinateral Mod	incation			·	 					
MPORTANT: Contractor	is not X	is required to si	ign this docu	ment and re	turn	2	copies to the	e issuing office.		•
14. DESCRIPTION OF AMENDMENT/MODIF		ed by UCF section	n headings, i	including so	licitation/contract s	ubject matt	er where fea	sible.)		
1. The purpose of this modifi	cation is to ex	ercise Option	n Year 2 f	or Legal	Subscription	Service	s via Lex	s/Nexis.		
• •		•		J	•					
The period of performance	e is September	r 28, 2008 th	rough Se	ptember	27, 2009.					
0 1 (1)		#F0 000 f	# 400 /		# = 40 0 40 00					
3. The value of this contract	s increased by	y \$50,000 tro	om \$499,	949.UU IC	\$549,949.00).	•	,		
4. This option to exercise Op	tion Year 2 is i	incrementally	v funded	in the an	nount of \$50 C	100 Th	e contrac	tor at no tim	e shall	exceed the
funding available on 2002AA										3,0000 110
5					,	•	•			
All other terms and condi	tions remain th	ne same.				•				
Except as provided herein, all terms and condit		nt referenced in It	tem 9A or 10	A, as hereto	fore changed, rem	nains uncha	inged and in	full force and effe	ct.	
15A. NAME AND TITLE OF SIGNER (Type of	print)			16A. NAN	IE AND TITLE OF	CONTRAC	CTING OFFI	CER (Type or pri	nt)	
					,			SHINGTON		•
15B. CONTRACTOR/OFFEROR		15C. DATE SIG	SNED	16B. UNI	CED STATES OF		RACTING	OFFICER	160 04	TE SIGNED
136. CONTRACTOR/OFFEROR		190. DATE SIC	PINED	16B. UNI	VED STATES OF	HIVIERICA	// .	11. A	100. DA	TE SIGNED
				ву	Marin	ah	Jack	melso	_/	1/
(Signature of person authorized to	sign)			-1/ V	(Signature o	of Contracti	ing Officer)	7	91/2	9108
NSN 7540-01-152-8070			30-	105			s	TANDARD FORM	30 KREV. 1	0-88)

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Prescribed by GSA FAR (48 CFR) 53.243

Page 2 C-OPC-23071 Mod 9 REED ELSEVIER, INC. VENDOR TIN #: 521471842

	Obligation No. Reservation No. BFY(s)		Program Budget Obj. Code Amd No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
003	8QC23071000	0335	2500		
001	2008CA0017	С	2545		\$50,000
	2008	_c		· · · · · · · · · · · · · · · · · · ·	
		TOTAL OBLIGATION	DN:		\$50,000

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2. AMENOMENT/MOIFICATION NO.	S. EFFECTIVE	DATE	4. REQUIS	SITIONPURC	HASE REQUEST	NĎ.	T's, PRO	JECT NO. (If a	apulicable)		2
M0010		ock 16c.)9-CA-(1	, , , , , , , , , , , , , , , , , , ,			
6. ISSUED BY CODE					(If alher than Itam	B)	ــــــــــــــــــــــــــــــــــــــ	·	CODE	E [-
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Urban Development (H	-		Kathai	rina Wa	shington,	Contr	act S	pecialist			
Office of the Chief Proc		Officer			402-3240		ww				
451 Seventh Street, SV	Room 5	266		202)70							
Washington, DC 20410			Email:		ina.Washi	naton	@hud	l.gov			
			IP Code)			(v)	BA, AM	ENDMENT OF	SOLICITATI	ON NO.	
Reed Elsevier Inc., DBA		is						•			
1150 18th Street, N.W. S	uite 600						98. DA	TED (SEE ITEM	M 11]	,	,,,,
Washington, DC 20030								****			
Attn: James Rutherford,	(202)857-	4648				\ v	10A, M	DDIFICATION (OF CONTRA	CT/ORDER	i NO,
TIN: 5214761842	TIN: 5214761842					X	C-0	PC-2307	1		
CODE	FACI	FACILITY CODE					TED (SEE ITE	M 13)		~~~~	
		LUA ITEM AL		-0 70 111		25.00		29/2006			
The numbered solidization is amended					ENDMENTS C	JF SOLI	CHATI	la extende	4 1	iano	nt
Offers must acknowledge receipt of thi			•	•		. hv ana n	t the follow				ndod
(a) By completing Items 8 and 15, and n					owledging recoipt				ha affer subr	nitied;	
or, (c) By separate fetter or telegram DESIGNATED FOR THE RECEIPT Of change an offer already submitted, suc	: OFFERS PRIOR h change may be	TO THE HOUR A	and date SP	ECIFIED MA'	Y RESULT IN REJ	ECTION C	OF YOUR (OFFER. If, by vi	irlus of this a	menament	you desire to
X accounting And Appropri		2 86	300335	Not Inc	rease of \$	75.00	מת מנ	See Pag	62 1		
ACCOUNTING AND APPROPR					CATIONS OF				<u> </u>	,	
	IT MOI	DIFIES THE (CONTRACT	MORDER	NO. AS DESC	RIBED	IN ITEM	114.			
(V) A. THIS CHANGE ORDER IS ISS											IN ITEM
B. THE ABOVE NUMBERED CONT AS SET FORTH IN ITEM 14, PU	rsuant to the	AUTHORITY OF	FAR 49,103,(t	o) .		(such as c	hanges in j	paying office, eg	ppropriation o	fafa, etc,)	
C. THIS SUPPLEMENTAL AGREE X FAR 43.103(a)(3) Bilate	ral Modificati	on	SUANT TO A	NUTHORITY	OF:						
D. OTHER (Spectly type of modifica	anan ang ay(IIQA(Y										
IMPORTANT: Contractor	la nol X		sign this docu		1		•	the issuing office	Pi		
14. DESCRIPTION OF AMENDMENT/MODII			•			•					
The purpose of this modific	ation is to	incrementa	illy fund	CLIN 2	002 A (O pti	ion Ye	ar 09/.	28/2008 -	- 09/27/	2009) 1	υy
\$75,000.00 from \$50,000.0											
The remaining unfunded an											
and at no time shall the con Contracting Officer.	Hacioi exce	sed the uni	omg ava	naole oi	i miis comra	act uni	iess on	ociai noti	ce is iss	uea by	a
Confidentig Officer.		*									
As a result of this additional	funding o	f \$75,000.0	00 the co	ntract is	increased t	from \$	549,94	19.00 to \$	624,949	9.00.	
2. Separate services to refle	et I ine Iter	n 1 III W	സ്ക്ഷേസ	artare o	ad Lina Ita	m 7	EII III 1	En forman		+	
TIN# 521471842	•		_								
Except as provided herein, all terms a effect.	nd conditions o	f the documen	it referenced	in item 9A	or 10A, as her	etofore (changed,	, remains und	hanged ar	nd In full b	iorce and
15A. NAME AND TITLE OF SIGNER (Typo of	print)		·	18A. NAME	AND TITLE OF C	ONTRACT	TING OFFI	CER (Type or p	erint)	· · · · · · · · · · · · · · · · · · ·	
James Rutherford, Contract	s Manager	, LexisNex	cis	Kathari	n a Washin	gton. (Contra	cting Offi	cer		
15B. CONTRACTOR/OFFEROR		15C, DATE S	IGNED	18B. UNITE	D STATES OF AN	IERICA	1	11		16C. DAT	SIGNED
James cutherfor	w	12/18	105	BY A T	than	ala	lisk	inston	7	/	,
(Signalure of person authorized to	8(gn)				(Signalur	of Contre	acling Offic	er)		12/3	24/18
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STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (46 CFR) 53.243

Page 2 C-OPC-23071 Mod 10 REED ELSEVIER, INC. VENDOR TIN #: 521471842

Line No.	Obligation No. Reservation No. BFY(s)		Program Budget Obj. Code Amd No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
001	9QC23071000	0335	2500		
001	2009CA0001	C .	2545		\$75,000
	2009	_C			
		TOTAL OBLIGATIO	N·		\$75,000

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AMENDMENT OF SOLICITA	ATION/MODE ATIO	N OF CONTRACT	I CONTRACT (n coni(PAG	[OF.	24.30%
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M0011	See Block 16c.	R-2009-CA-			<u> </u>			
	<u> L</u>	2 ADMINISTERED BY	Cult other than item	ű)			C-(200);	
U.S. Department of Ho								
Urban Development (H		Katharina W	ashington,	Contr	ract Spe	cialist		
Office of the Chief Proc		Office: (202)				
451 Seventh Street, SV		Fax: (202)70						;
Washington, DC 20410)	Email: Katha	rina Washi	ngton	@hud	10V		
		d ZIP Code)		(+).	9A AMEN	IDMENT OF SC	DEICHALICN	NO
Reed Elsevier Inc., DBA								
1150 18th Street, N.W. S	uite 600				9B DATE	D (SEE) TEM	11)	
Washington, DC 20030	•							
Attn: James Rutherford,	(202)857-4648				10A MOD	IFICATION OF	CONTRACT	ORDER NO
TIN: 5214761842		•			C-OP	C-23071		
CODE	FACILITY CODE		····	ŀ		D (SEE ITEM		
						/2006	1.07	
		ONLY APPLIES TO AN		F SOL				
The numbered solicitation is amended	as set forth in Item 14. The nou	r and date specified for receip	t of offers			is extended		is not
Offers must acknowledge receipt of th	is amendment prior to the hour a	nd date specified in the solicita	ation or as amended	, by one o	f the following	methods	L	extended
a) By completing tents 8 and 15, and		of the amendment (b) By ack						
or CC By separate letter or telegram CESSONATED FOR THE RECEIPT Or change an offer already submitted is to the opening nour and date specifier	ch change may be made by teleg	JR AND DATE SPECIFIED MA	AV RESHIT IN DE H	ECTION 7	つに VMIO つにく	TC (2) 10 have 11.41	in at this serve	
X ACCOUNTING AND APPROPE	······································	8690335 Net In	crease of \$	70.70	20 00 8	e Page	2	
	13. THIS ITEM APPL	IES ONLY TO MODIF	CATIONS OF	CONTR	ACTS/ORI	DERS		
	· IT MODIFIES TH	E CONTRACT/ORDER	NO AS DESC	RIBED	IN ITEM 1	4		
/ A THIS CHANGE ORDER IS IS	SUED PURSUANT TU (Spec	ily authority). THE CHANGE	S SET FORTH IN	ITEM 14	ARE MADE	IN THE CONT	RACTORDE	ER NO IN ITEM
B THE ABOVE NUMBERED CON AS SET FORTH IN ITEM 14, PO	TRACT/ORDER IS MODIFIED TO URSUANT TO THE AUTHORITY	O REFLECT THE ADMINISTR OF FAR 43 103.(b)	A LIVE CHANGES	(such as c	thanges in pay	ing office, appr	repriation data	ı. etc)
C THIS SUPPLEMENTAL AGRI	EMENT IS ENTERED INTO F	URSUANT TO AUTHORIT	Y OF	·.			· · · · · · · · · · · · · · · · · · ·	
X FAR 43.103(a)(3) Bilate								
D OTHER (Specify type of modific	cation and authority							
IMPORTANT: Contractor	is not 🗙 is require	ed to sign this document and re	olurn 1		copies to the	issuing office		
14 DESCRIPTION OF AMENOMENT MOD	IFICATION (Organized by UCF s	section headings, including sol	icitation/contract sub	oject matte	er where feasii	ole)		
The purpose of this modifi \$70,700.00. Partial fundin of \$315.147.09 for this opt exceed the funding availab	g is authorized unde ion period remains s	r Continuing Resc subject to the avail	olution H.R. ability of fu	2638. ndş ar	The rea	naining u ime shall	infunded Lihe con	f amount
As a result of this additiona	al funding of \$70,70	0.00 the contract i	s increased (from \$	6624,949	.00 to \$6	95,649.0)().
								•
TIN# 521471842								
Except as provided herein, all terms, effect	and conditions of the docum	nent referenced in Item 9	A or 10A, as her	retofore	changed re	imains unch	anged and (in full torse and
THE NAME OF THE OF STONER CTYPE	or print)	16A HAM	E AND TITLE OF C	ONTHAC	TING OFFICE	R (Type or piv	ifi :	
in the second of the second	Tinders Contract	Kathar	ina Washing	gton, (l'ontracti	ng Office	21	
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framed acting	4/10	1209 AIL	hauna	Little Onto	Shir	glow	5 4	13/09
	·	30 105			STA	DARD FORM 1	0 IREV 10-51	

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Page 2 C-OPC-23071 Mod 11 REED ELSEVIER, INC. VENDOR TIN #: 521471842

		Obligation No. Reservation No. BFY(s)	Fund Code Budget Org. Code Cost Org. Code	Program Budget Obj. Code Amd No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
	002	9QC23071000	0335	2500		
. (001	2009CA0006	С	2545		\$70,700
· 		2009	С	· 	· · · · · · · · · · · · · · · · · · ·	Ψ/0,/00
			TOTAL OBLIGATIO	N:		\$70,700

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AMENDMENT OF SOLICITA	ATION/MODIFICATIO	N OF CONTRACT	1. CONTRACT	D CODE	PAGE	OF	PAGES
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					1	1	3
2. AMENDMENT/MOIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITIONIPL	IRCHASE REQUEST	NO.	S. PROJECT NO.	(if applicable)	
M0012	See Block 16c.	R-2009-CA	\-00009				
8. ISSUED BY CODE		7. ADMINISTERED	BY (If other than item	16)		CODE	=
U.S. Department of Ho	using and						
Urban Development (H	UD)				act Specialis	st	
Office of the Chief Proc	urement Officer		12) 402-324	ָם י			
451 Seventh Street, SV	V Room 5266	Fax: (202)	708-2933		بمسامينا شميد		
Washington, DC 20410)	Email: Kath	arina.Wash	ington	(Q) NUC. COV	OF SOLICITATI	ON NO.
		8 217 CODE)		`"		- •	•
Reed Elsevier Inc., DBA		•			98. DATED (SEE	ITEM 11)	
1150 18th Street, N.W. S	suite 600		•				•
Washington, DC 20030					10A, MODIFICATI	ON OF CONTRA	CT/ORDER NO.
Attn: James Rutherford	, (202)857-4648			×	C-OPC-230	71/69-02	F_0048M '
TIN: 5214761842				1	10B. DATED (SE		1 -00-40141
CODE	FACILITY CODE			1	09/29/200		
	44 THIS ITEM	ONLY APPLIES TO	AMENDMENTS	OF SOL			**************************************
The numbered solicitation is amende	d as act forth in Itam 14. The ho	ur and date specified for rec	aipt of offers		is exte	hebno	is nat extended
Offers must acknowledge receipt of t				ed, by one o	of the following method	ja:	- Aktilioco
4 . D. Assertation Home 8 and 15 and	returning copies	of the amendment, (b) By	acknowledging receip	ot of time ou	seucoucus ou eacu cob	ià di lud ditai enn	ımitted;
	·				ちょういいかい まりかだい	せいて サハ むこ りにか	YEIVED AT THE PLACE
or, (c) By separate latter or talegram OESIGNATED FOR THE RECEIPT (Change an offer already submitted, a to the opening hour and date specific	uch change may be made by tels	gram or letter, provided aar	h telegram or letter m	sakea reford	neitalialios enti at eans	nbherns sirti bna	nent; and is received prior
X ACCOUNTING AND APPROP	DIATION DATA 18 regulardi	8960335 Net	increase of	\$224.	300.00 See	Page 2	·
	13. THIS ITEM APP						
(V) A. THIS CHANGE ORDER IS IS	SUED PURSUANT TO: (Spe	city authority) THE CHAI	IGES SET FORTH	N ITEM 14	ARE MADE IN THE	CONTRACT	ORDER NO. IN ITEM
T	URSUANT, TO THE AUTHORIT	t Dt. Lieft antinovint.	•	B (such as	changas in paying on	ce, eppropriation	data, etc.)
C. THIS SUPPLEMENTAL AGE	REEMENT IS ENTERED INTO	PURSUANT TO AUTHO	RITY OF:				
	Constant and and addition						
D. OTHER (Specify type of model FAR 43,103(b) Unliatera	ncenon end authorig						
70]		ired to algn this document s	nd return	4	copies to the lesuin	g office.	
IMPORTANT: Comrector 14. DESCRIPTION OF AMENDMENT/MO	DIFICATION /Omenited by UCI	section headings, includin	g solicitation/contract	subject ma	ner where feesible.)	·····	
1. The purpose of this mo	differtion is to incre	mentally fund C	LIN 2002A (Option	Year 09/28/	2008 - 09	/27/2009)
by \$224,300.00. At no tir	me shall the coutract	tor exceed the fu	nding availal	ole on t	his contract i	inless offic	cial notice
by \$224,300.00. At no tr	Officer	tor exceed with an	+				
is issued by a Contracting	Officer.						
As a result of this addition	anl funding of \$224	300 00 the contr	act is increas	ed fror	n \$895,649.0	0 to \$1,11	9,949.00.
As a result of this addition	iai imiding or bash,	200.00 mio 00/x/-			•		
TIN# 521471842					•		
TIN# 5214/1842 Except as provided herein, all term	s and conditions of the doc	ument referenced in It	em 9A or 10A, as	heretofor	e changed, remai	ns unchanged	i and in full force and
affect.					ACTING OFFICER (T		
15A. NAME AND TITLE OF SIGNER (TV	ne or print)				, Contracting		•
JAMES KUTHERFORD	l (se n	ATESIGNED 169.	UNITED STATES OF	AMERICA	, 2011111011116		16C. DATE SIGNED
15B. CONTRACTOR/OFFEROR	/ / ' ^{30.} "	1660 6	1011		1 bolling	5/2	
James wheelo	5/	6/2007 4		peture of Co	ntracling Officer)	1	15/7/19
(Signature of person duthorize	d to sign)	30-105	14.71.	.,	STANDA	ED FORM 30 (RE	V. 19-83)
NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE					Prescribe FAR (48 C	d by GSA (FR) 53.24\$, ,

Page 2 C-OPC-23071 Mod 12 REED ELSEVIER, INC. VENDOR TIN #: 521471842

1	Obligation No. Reservation No. BFY(s)		Program Budget Obj. Code Amd No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
003	9QC23071000	0335	2500		
001	2009CA0009	C	2545		\$224,300
	2009	С			722.,000
		TOTAL OBLIGATIO	N:		\$224,300

C-OPC-23071 Modification No. M0012 Page 3 of 3

- 2. Correct Item 1 in Block 14 of M0008 to read as follows: The value of this contract is increased by \$16,268.00 from \$483,681.00 to \$699,949.00.
- 3. Correct Item 3 in Block 14 of M0009 to read as follows: The value of this contract is increased by \$50,000.00 from \$699,949.00 to \$749,949.00.
- 4. Correct Block 14 of M0010 to read as follows: The value of this contract is increased by \$75,000.00 from \$749,949.00 to \$824,949.00.
- 5. Correct Block 14 of M0011 to read as follows: The value of this contract is increased by \$70,700.00 from \$824,949.00 to \$895,649.00.

Modufication 13 To C-OPC-Z3+7/

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AMENDMENT OF SOLICITA	TIONIMODIFICATION	OF CONTRACT	T. CONTRACT & COS	E PAGE	OF	FACES
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2. AMENEMENTANCIFICATION NO.	3. EFFECTIVE DATE	4. RECLASITION/PUR	HASE REQUEST NO.	a PROJECT NO. IN	epplicatio)	
M0013	See Block 16c.	R-2009-CA-			•	
e, ISSUED BY CODE		T. ADMINISTERED BY	(it other than ham to		coor	
U.S. Department of Hou		- (3)				
Urban Development (HI Office of the Chief Proci		•		Contract Special	ist	
451 Seventh Street, SN		Office: (202)70				
		I DA. (EUE)II	10 × 200			
Washington, DC 20410	R (No., shoot, county, State, one 2	7 2 (2635)	1	BA, AMENOMENT OF	SOCIETIATENT	₹Ď.
Reed Elsevier Inc., DBA			,			
1150 18 th Street, N.W. St	uite 600			AS DATED (SEE)TE	M 11)	
Washington, DC 20030		•			****	-
Attn: James Rutherford,	(202)857-4648	•	×	TOA. MODIFICATION	of contract/c	order no.
TIN: 5214761842			^	C-OPC-2307	1/08-02F-0	7048M
CODE	FACILITY CODE			108 GATES (SEE /7	13)	
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tabroma si radaktika baradirun eri			Carried Street, Street	ie disconta	a 	is not
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(a) By completing literes 8 and 15, and n				ewovatuest ov apex eath of		
or. (c) By ocpanio leber of beingram of designation of the receipt of the receipt of	POPPERS PRIOR TO THE HOUR	AND DATE SPECIFIED W	Y RESULT IN REJECTIO	n of your offer. If ov	າສະດຣ ຈຳນີ ໂດ ອນກົນ	of orleads upper browler
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Page 2 C-OPC-23071 Mod 13 REED ELSEVIER, INC. VENDOR TIN #: 521471842

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Page 2 C-OPC-23312 REED ELSEVIER, INC VENDOR TIN #: 521471842

	Obligation No. Reservation No. BFY(s)		Program Budget Obj. Code Amd No.	Reporting Cat. Job Number Closed BFYs/Fund	Obligated Amt.
001	8QC23312000	0333			
001	2008W0002	W	2542	•	\$216,074
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		TOTAL OBLIGATION	DN:		\$216,074

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of clause)

2452.232-70 - Payment schedule and invoice submission (Fixed-Price) (FEB 2008) (DEVIATION)

- (a) Payment Schedule. Payment of the contract price (see Section B of the contract) will be made upon completion and acceptance of all work.
- (b) Submission of Invoices
- (1) Invoices shall be submitted as follows: original to the payment office identified on the award document (e.g., in Block 12 on the SF 26 or Block 25 on the SF 33, or elsewhere in the contract) with a copy to the Government Technical Representative (GTR) and a copy to the Contracting Officer. The final invoice shall not be paid prior to certification by the Contracting Officer that all work has been completed and accepted. To constitute a proper invoice, the invoice must include all items required by FAR clause 52.232 25, Prompt Payment.
- (2) To assist the government in making timely payments, the contractor is also requested to include on each invoice the appropriation number shown on the contract award document (e.g., in Block 14 on the SF-26, Block 25 on the SF-1449 or Block 21 on the SF-33). The contractor is also requested to clearly indicate on the mailing envelope that an invoice is enclosed.

PAYMENT OFFICE:

U.S. Department of Housing and Urban Development Accounting Office P.O. Box 901013 Fort Worth, Texas 76110-2013

GTR: Assignment will be made through a contract modification.

U.S. Department of Housing and Urban Development 451 7th Street, S.W. Washington, DC 20410



CONTRACTING OFFICER:

Dana Y. Long U.S. Department of Housing and Urban Development 451 7th Street, S.W., Room 5256 Washington, DC 20410.

(c) Contractor Remittance Information. The contractor shall provide the payment office with all information required by other payment clauses or other supplemental information (e.g., contracts for commercial services) contained in this contract.

(End of clause)

2452.239-71 Information Technology Virus Security (FEB 2006)

- (a) The contractor hereby agrees to make every reasonable effort to deliver information technology products to HUD free of known computer viruses. The contractor shall be responsible for examining all such products prior to their delivery to HUD using software tools and processes capable of detecting all known viruses.
- (b) The contractor shall include the following statement on deliveries of hardware, software, and data products, including diskettes, made under this contract: [product description, part/catalog number, other identifier, and serial number, if any] This product has been scanned for known viruses using [name of virus-screening product, including version number, if any] and is certified to be free of known viruses at the time of delivery."
- (c) The Contracting Officer may assess monetary damages against the contractor sufficient to compensate HUD for actual or estimated costs resulting from computer virus damage or malicious destruction of computer information arising from the contractor's failure to take adequate precautions to preclude delivery of virus-containing products in the delivery of hardware, software, or data on diskettes under this contract.
- (d) This clause shall not limit the rights of the government under any other clause of this contract.

(End of clause)

2452.246-70 Inspection and Acceptance (FEB 2006)

Inspection and acceptance of all work required under this contract shall be performed by the Government Technical Representative (GTR) or other individual as designated by the Contracting Officer or GTR.

(End of clause)

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AMENDMENT OF SOLICITATI	ON/MODIFI(ON OF CON	TRACT	1. CONTRACT	ID COD		PAGE 1	OF 	PAGES 1
2. AMENDMENT/MODIFICATION NO. M0001	3. EFFECTIVE DATE See Block 16C		TION/PURCH, R-2008-	ASE REQUEST N	NO.	5. PF		D. (If applica	
CODE CODE	See Block foc			other than Item 6				CODE	
U.S. Department of House Urban Development Agency 451 7 th Street, S.W., Ro	7	Lavonne 202-402 202-708	D. Act 2-7132 (3-2933 (y, Contra w) f)	ict Spe		list	CODE	
Washington, DC 20410	•	Email:	Lavonn	e.D.Acty@	hud.go	οv			
8 NAME AND ADDRESS OF CONTRACTOR Reed Elsevier, Ind. DBA	R (No. street, county, Sta Lexis/Nexis	ate, and ZIP Code))		(v)	9A. A	MENDMEN	T OF SOLIC	CITATION NO.
9393 Springboro Pike Miamisburg, OH 45342 POC: James Rutherford		•							
					.	9B. D	ATED (SE	E ITEM 11)	
	•				Х		MODIFICAT		NTRACT/ORDER NO
-CODE	FACILITY COE)E			<u> </u>		DATED (SE	EE ITEM 13)	
1	11. THIS ITEM ONL	Y APPLIES T	O AMENDI	MENTS OF S	OLICITA				
The numbered solicitation is amended	as set forth in Item 14. Th	ne hour and date s	pecified for red	ceipt of offers			is ext	ended	is not extended
Offers must acknowledge receipt of this at (a) By completing Items 8 and 15, and ret		ir and date specific s of the amendme					_		
or. (c) By separate letter or telegram which	ch includes a reference to	the solicitation and	d amendment	numbers FAILLI	RE OF YOU	IR ACK	NOWI EDO	SEMENT TO	BE DECEIVED AT
THE PLACE DESIGNATED FOR THE RE amendment you desire to change an offer this amendment, and is received prior to the	already submitted, such one opening hour and date	hange may be ma	ide by telegran	SPECIFIED MAY n or letter, provide	RESULT IN	y REJE gram o	CTION OF r letter mak	YOUR OFFE es reference	ER. If, by virtue of this to the solicitation and
12. ACCOUNTING AND APPROPRIATION			N/A						
13. T	HIS ITEM APPLIES MODIFIES THE CO	ONLY TO MO	DDIFICATION OF THE PROPERTY OF	ONS OF CON	TRACTS	ORD	ERS,		
(v) A. THIS CHANGE ORDER IS ISSUE 10A.	D PURSUANT TO: (Spe	cify authority) THI	E CHANGES	SET FORTH IN 17	TEM 14 AR	E MADE	E IN THE C		
B. THE ABOVE NUMBERED CONTI AS SET FORTH IN ITEM 14, PUF C. THIS SUPPLEMENTAL AGREEM	RSUANT TO THE AUTHO	RITY OF FAR 43.	.103.(b)		IGES (such	n as che	anges in pay	ying office, a _l	opropriation data, etc
X D. OTHER (Specify type of modificat Unilateral Modificat		e with HUD	OAR 2452	2.246-70, Ir	nspectio	n an	d Acce	ptance (1	FEB 2006)
		uired to sign this do				~~~	o the issuin		
14. DESCRIPTION OF AMENDMENT/MODIFIC	CATION (Organized by U	ICF section headin	ngs, including s	colicitation/contrac	ct subject m	atter wi	nere feasibl	e.)	
The purpose of this modification	on is to appoint S	Sherrill Hav	vkins as t	he Governi	nent Te	chni	cal Rep	resentat	ive.
a. Appoint Sherrill Hawkins2452.246-70, Inspection and A			al Repres	sentative in	accord	ance	with H	UDAR o	clause
b. All other terms and condit	tions remain unc	hanged.						-	
	•								
							v.		
/	,								
Except as provided herein, all terms and condition	ns of the document refere	nced in Item 9A or	r 10A, as here	ofore changed, re	emains unch	nanged	and in full f	orce and effe	ect.
15A NAME AND TITLE OF SIGNER (Type or)	ount)		16A. NAM	E AND TITLE OF				Type or print,)
15B CONTRACTOR/OFFEROR	15C. D	ATE SIGNED	16B. UNIT	ED STATES OF		а Y.	Long	DAT	E SIGNED
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(Signature of person authorized to signs) 7540-01-152-8070	(np	30	1-105	(Signature of		\	STANDARD	FORM 30 (RE	V. 10-83)
PREVIOUS EDITION UNUSABLE						,	Prescribed by	y GSA	

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Award/Modification of Interagency Agreement (IAA)

U.S. Department of House and Urban Development

1. Type of Action							
	2. Control Num 98 - 7057 -		3. IAA Number		4. Modificat	tion	5. Effective Date
X Award Modification	30 7037	•	a. HUD IOP			}	10/01/97
C. Nama and Address of Other Asses	<u> </u>		b. Other Agei	ncy IAG98-690118.HO	 '··		10/0-01
6. Name and Address of Other Agen FEDLINK Fiscal Opera Attn: IAG Library of Congress Washington, DC 2054	tions			7a. HUD Administering Office Office of Procur Administration S 451 7th Street, Washington, DC	ement and upport Di SW, Room ! 20410	Cont visio 5266	racts n
					·		
				7b. Name of Administrator Janice E. Smith		7c	Phone No. (202) 708-1190
8. Name and Phone No. of Other Age Kathy Wiiliams 202-707-4900	ncy's Project Mo	nitor		9. Name and Phone No. of HU Nathan Barnes 202-708-2014	ID Government T	[echnical	Representative
10. IAA Amount Incoming	to HUD X	Outgoing	from HUD	<u> </u>			
11. Other Agency Accounting and	d Appropriation	Data		12. HUD Accounting and A	ppropriation D	ata	1
a. Appropriation Symbol b. Reso	ervation No.	c. Agenc	y Locator Code	a. Appropriation Symbol 8680143/ARS/2532	b. Reservation 1 1998ARS00		c. Agency Locator Code 86-01-0300
13. IAA Amount				14. Obligated Amount		,	
Previous Amount	\$	0.00		Amount Previously Obliga	ated \$		0.00
Amount this Action Increase (Decrease)	\$ 9	,963.0	0	Obligation By this Action Increase (Decrease)	\$		9,963.00
Total Amount	\$ 9	,963.0	0	Total Obligation	\$		9,963.00
form must be executed in original and three co- below for payment. Any funds not utilized for L'Enfant Plaza Station OPAC Disbursement Docu P.O. Box 23283 Washington, DC 20026	n uments	ntified with a	greement number a scribed in thia agre	ind accounting data as shown in block ement must be returned to HUD.	s 11 and 12 above,	and transf	nitted to the office indicated
16. Project Objective/Description of Mo This agreement is issu	dification	vide l	ibrary d	atabase services.			
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		·			•		
See Page(s)	for project/modi	fication de	scription				
17. Period of Performance of IAA/Modif To September 30, 1998.	fication		-				
				•			
18. Pursuant to the Authority of:							
	☐ Basic A	Agreeme		Other			
X Agency Agreements (31 USC 1535)	(for mo	odificatio	ns) 🗀	」(specify)			
	(for mo	Date		(Specify) Poa. Authorized Signature (HUD))	_	Date
(31 USC 1535)	(for mo					_	Date 11/12/9-

ATTACHMENT

INTERAGENCY AGREEMENT 98-690118.HOUV

Only the Department of Housing and Urban Development Library (FEDLINK ID: HOUV) is covered by this interagency agreement.

Point of contact:

Elizabeth A. Stallings

Management Analyst

Document Division/OAMS

Dept. Of Housing and Urban Development

451 7th Street SW, Room 5172

Washington, DC 20410

The Library's user IDs with the vendors are as follows:

DI Dialog Retrieval

ML Lexis/Nexis

OC-G OCLC General Online

WE Westlaw

ID No. 002864

Firm ID No. 1006WA

ID: HOU

Account #807-268-582

The Library of Congress
Financial Services Directorate
Washington, DC 20540

September 29, 1997

Interagency Agreement 98-690118.HOUV

between the LIBRARY OF CONGRESS and the Department of Housing & Urban Development Records and Directives Branch Document Div

I. PURPOSE.

This Interagency Agreement (hereinafter "IAG") provides that the above named organization (hereinafter "member") be responsible for costs incurred as a participant in the Library of Congress (LC) FEDLINK group membership contract(s) as per Paragraph VI, the Service Schedule of this IAG.

II. PERIOD COVERED.

This IAG will remain in effect during the period October 1, 1997 through September 30, 1998, or until amended by mutual consent. This IAG may be canceled by either party upon giving at least 60 days written notice of intent to cancel to the other party.

III. PAYMENT.

The member agrees to transfer a total of \$9,963.00 in advance to the Library of Congress per the Service Schedule. Funds will be transferred to LC in accordance with the payment method selected in Paragraph VII, the Approval paragraph of this IAG. For manual transfers, if payment in the form of a check made payable to the Library of Congress is not received within 60 days of the due date on the billing document mailed to the member, services under this IAG will be terminated. Adjustments on the basis of actual costs will be made upon final reconciliation. If a member uses services which incur costs in excess of the funds obligated with this agreement, such costs will be the obligation of the member.

IV. SERVICES TO BE RENDERED.

FEDLINK will provide administrative services to the member to facilitate procurement of library support and information services and to provide technical guidance and other services as mandated by the FLICC (Federal Library and Information Center Committee) bylaws. Services to be provided are shown on the Service Schedule and will be delivered in accordance with the terms and conditions of the LC FEDLINK group membership contracts. Administrative policies and procedures for the FEDLINK program will be as contained in the FEDLINK Member Handbook as amended by subsequent official FEDLINK correspondence. These procedures include the requirement that the member properly order and verify receipt of goods and services for which FEDLINK makes payment under this IAG.

V. AUTHORITY.

This IAG will effect a procurement under the Economy Act, FAR 17.5, and also, if for information retrieval services, under a delegation of procurement authority (GSA number KMA94-0147). The funds transfer is in accordance with 31 USC 1535 and 1536, the Economy Act. FLICC/FEDLINK educational services are provided under 5 USC 4103, the Government Employees Training Act.

VI. SERVICE SCHEDULE.

IAG between LC and the Department of Housing & Urban Development Records and Directives Branch Document Div

The following Service Schedule as completed will be the formal record of services offered, subject to subsequent IAG amendments. The Library will hold service dollars transferred pending completion of procurement for the member.

SERVICE ID AND DESCRIPTION	DIRECT PAY SERVICE DOLLARS	TRANSFER PAY SERVICE DOLLARS	SERVICE FEE	TOTAL OBLIGATED TO LC IAG
TRANSFER PAY SERVICES:				
DI DIALOG INFORMATION RETRIEVAL SERV				
FT FEDLINK TRAINING ML LEXIS/NEXIS ELR	ľ			
OC G OCLC BIBLIO UTIL			•	
WE WESTLAW ELR				
TO	OTAL TO TRANSFER:	9,225.00	738.00	9,963.00

. U C

IAG between LC and the Department of Housing & Urban Development Records and Directives Branch Document Div

The following APPROVAL form, when completed, will indicate that the member has determined that procuring identified services under the Economy Act is in the best interest of the Government, has accepted the terms of this IAG, has the appropriation available as indicated, has obligated the funds to this IAG, and has selected the payment method indicated to pay for all services ordered under the IAG:

(2) 708-3339 x256 (Commercial # only please.) (2) 708-2014 (Commercial # only please.) Paragraph III, Payment.
2) 708-3339 x256 (Commercial # only please.) 2) 708-2014 ommercial # only please.)
2) 708-3339 x256 (Commercial # only please.) 2) 708-2014 ommercial # only please.)
2) 708-3339 x256 (Commercial # only please.) 2) 708-2014 ommercial # only please.)
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2) 708-2014 ommercial # only please.)
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ance of the attached local funding
edges that the terms of this IAG s of the local funding document.
on or an invoice
: Payment in full of LC's invoice
the date your receive it. Please
e address: