



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 11 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

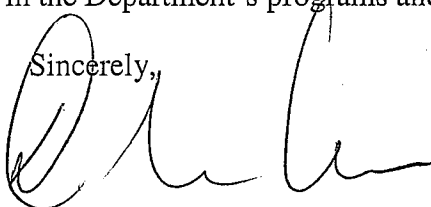
Telephone: (202) 708-2568

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.

Sincerely,

A handwritten signature in dark ink, appearing to be 'Dolores W. Cole', written over the word 'Sincerely,'.

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 Number	Order Number	Award Date	Expire Date	Completion Date	Description	Contract Amount	Obligated Amount	Vendor	Contract Specialist	Contract Officer	DOCS Code	Status
C-OPC-23071	0	09/11/2006	09/30/2011	09/30/2011	Subscription Services for Lexis/Nexis to include: Accurint, 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
C-OPC-23312	0	06/19/2008	06/20/2009	06/20/2009	LexisNexis services: online database researchable newspaper 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-PHI-01045	0	04/27/2009	09/20/2010	09/20/2011	Sole Source for Lexis-Nexis for access to on-line legal database system.	\$31,759.00	\$31,759.00	REED ELSEVIER, INC	MCGIVERN, JENNIFER L.	MUSILLI, MAUREEN	L	Active/Awarded
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	AJA	Active/Awarded
I-OPC-22164	0	03/25/2002	09/30/2002	09/30/2002	Subscription to Lexis-Nexis and Associated Press services through FEDLINK (Library of Congress) Interagency Agreement	\$138,388.00	\$138,388.00	LIBRARY OF CONGRESS	HARRISON, JUDY S.	HANCOCK, ANNETTE E.	W	Inactive/Closed
I-OPC-22427	0	06/02/2003	09/30/2003	06/02/2003	Subscription to Lexis-Nexis and Associated Press services through FEDLINK (Library of Congress) Interagency Agreement for FY '03	\$144,626.00	\$144,626.00	LIBRARY OF CONGRESS	WILKINS, TIMIKO D.	HANCOCK, ANNETTE E.	W	Inactive/Closed
I-OPC-22653	0	05/07/2004	05/06/2005	05/06/2005	Group subscription to LexisNexis and Associated Press (AP) services through FEDLINK (Library of Congress) Interagency Agreement.	\$148,141.00	\$148,141.00	LIBRARY OF CONGRESS	PAINSON-MCLEOD, TABITHA	MORTON, ROBERT B.	W	Inactive/Closed
I-OPC-22872	0	05/25/2005	09/30/2005	09/30/2005	Group subscription to LexisNexis and Associated Press (AP) services through FEDLINK (Library of Congress) Interagency Agreement.	\$148,630.00	\$148,630.00	LIBRARY OF CONGRESS	LATSON, TANYA J.	SCRUGGS, LUCILLE F.	W	Inactive/Closed
I-OPC-23015	0	05/16/2006	09/30/2007	09/30/2007	To participate in a group membership contract to obtain services in support of the Office of Public Affairs. FEDLINK will provide administrative service to facilitate procurement of LexisNexis services under an Interagency Agreement.	\$129,644.00	\$129,644.00	LIBRARY OF CONGRESS	PAINSON-MCLEOD, TABITHA	GIULIANI, JOSEPH M.	W	Inactive/Closed
C-OPC-23155	OPC-D0001	05/23/2007	05/22/2008		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 Services. Fedlink Contract # 03CSFC70103	\$129,644.00	\$129,644.00	REED ELSEVIER, INC	PAINSON-MCLEOD, TABITHA	GIULIANI, JOSEPH M.	W	Inactive/Pre Award
S1QNCAA0038	0	12/07/2000	09/30/2004	10/11/2007	GOVERNMENT TECHNICAL REPRESENTATIVE: MARCELLA BELT (202) 708-0614 IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$7,500.00	\$7,500.00	Westlaw	Pinkney, Catherine	McCormick, Amelia	S	Inactive/Closed
S2QNCAA0070	0	10/21/2001	09/30/2008	6/23/2008		\$204,204.00	\$204,204.00	Lexis-Nexis (Philadelphia)	Pinkney, Catherine	McCormick, Amelia	C	Closed
S2QNCAA0080	0	02/02/2002	09/30/2008	6/24/2009		\$19,669.61	\$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
S2QNCAA0086	0	02/24/2002	09/30/2008	10/11/2007	WESTLAW AGREES THAT ANY USAGE ABOVE \$7,200, WILL BE AT NO COST TO THE GOVERNMENT.	\$7,200.00	\$7,200.00	Westlaw	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
S2QNCAA0119	0	05/13/2005	09/30/2009	4/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE: DONNA BANKS (202) 708-3856 EXT.3580	\$37,815.00	\$37,815.00	LEXISNEXIS GROUP	PINKNEY, CATHERINE	McCormick, Amelia	VA	Closed
S2QNCAA0303	0	09/30/2002	09/30/2008	10/11/2007	*Ratification for services provided without authorization.	\$4,881.00	\$4,881.00	Westlaw	WALLIS, CHRISTOPHER	McCormick, Amelia	S	Closed
S3QACCA0004	0	11/18/2002	02/29/2008			\$19,608.00	\$19,608.00	Lexis-Nexis (Philadelphia)	WALLIS, CHRISTOPHER	McCormick, Amelia	E	Active
S3QACCA0005	0	11/18/2002	09/30/2008	10/11/2007		\$7,920.00	\$7,920.00	Westlaw	WALLIS, CHRISTOPHER	McCormick, Amelia	AC	Closed
S3QACCA0028	0	12/20/2002	09/30/2006	1/18/2008		\$297,243.96	\$297,243.96	Lexis-Nexis (Philadelphia)	BOLLINGER, LISA	McCormick, Amelia	C	Closed

S3QACCA0093	0	04/08/2003	09/30/2008	6/27/2008		\$1,293.28	\$1,293.28	Westlaw	SCOTT, ELISA	McCormick, Amelia	S	Closed
S3QACCA0138	0	12/17/2007	12/31/2007	1/8/2008			\$0.00	Lexis-Nexis (Philadelphia)	BOLLINGER, LISA	McCormick, Amelia	C	Closed
S4A4AAC0026	0	10/01/2003	01/01/2008	6/21/2005		\$19,608.00	\$19,608.00	Lexis-Nexis (Philadelphia)	GILL, DEBRA	CANNON, NORMA	EGP	Closed
S4QACCA0013	0	10/13/2003	09/30/2007	6/16/2009		\$308,306.92	\$308,306.92	Lexis-Nexis (Philadelphia)	WILKINS, TIMIKO	McCormick, Amelia	AC	Closed
S4QACCA0015	0	10/31/2003	09/30/2007	6/27/2008		\$2,133.87	\$2,133.87	Westlaw	BOLLINGER, LISA	McCormick, Amelia	S	Closed
S4QACCA0016	0	10/31/2003	09/30/2008	6/27/2008		\$6,079.44	\$6,079.44	Westlaw	BOLLINGER, LISA	McCormick, Amelia	S	Closed
S4QACCA0017	0	10/31/2003	09/30/2008	8/15/2008		\$14,331.96	\$14,331.96	Lexis-Nexis (Philadelphia)	BOLLINGER, LISA	McCormick, Amelia	S	Closed
S5A4AAC0051	0	01/01/2005	09/30/2008	8/11/2008	FAR clause 52.213-4, Contract Terms and Conditions - Simplified Acquisition, July 2004, is hereby incorporated by reference.	\$19,800.00	\$19,800.00	West, Thomson Business (WESTLAW)	GILL, DEBRA	CANNON, NORMA	E	Closed
S5A4AAC0052	0	10/01/2004	09/30/2008	8/11/2008	FAR clause 52.213-4, Contract Terms and Conditions - Simplified Acquisitions, July 2004, is hereby incorporated by reference.	\$548.80	\$548.80	Lexis-Nexis (Philadelphia)	GILL, DEBRA	CANNON, NORMA	E	Closed
S5A4AAC0144	0	05/24/2005	09/30/2008			\$100,000.00	\$100,000.00	REED ELSEVIER INC., DBA LEXISNEXIS GROUP	GILL, DEBRA	CANNON, NORMA	HROP	Active/Expired
S5P3AAC0061	0	07/19/2005	09/30/2008			\$88,176.00	\$88,176.00	REED ELSEVIER, INC.	CROWLEY, DONNA	MUSILLI, MAUREEN	L	Active/Expired
					Volume Bonus Plan Includes:☐ Access to legal,news, and financial information, ECLIPSES, Web access, Training, Technical Support, 24-Hour Customer Service, 7 days a week.☐							
					☐ User List as of February 2005☐ 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
S5QACCA0040	0	02/17/2005	09/30/2008	10/11/2007	Subscription includes unlimited access to the following: federal case law, annotates federal statutes, case law for all 50 states, unlimited printing & KeyCite, Customer/Technical Support,24/7,☐ Research assistance by reference attorneys, 24/7,☐ 24/7, ☐	\$6,670.80	\$6,670.80	Westlaw	ACTY, LAVONNE	VANHOUTEN, ANN	S	Closed
S5QACCA0042	0	02/25/2005	09/30/2008	6/27/2008	See Attachment for Services included under (Plan 17 Non-Fedlink)☐ All usage over \$2,500.00, will be at no cost to the Government.	\$973.42	\$973.42	Westlaw	ACTY, LAVONNE	VANHOUTEN, ANN	S	Closed
S5QACCA0061	0	06/03/2005	09/30/2008	12/17/2007	This P.O. is to pay for online Lexis/Nexis research services provided Oct 01 2004 thru Sept 30, 2004.	\$718,936.08	\$718,936.08	REED ELSEVIER INC., DBA LEXISNEXIS GROUP	PAINSON-MCLEOD, TABITHA	FREEMAN, GLORIA	C	Closed
S5QACCA0115	0	09/30/2005	09/30/2008	12/17/2007	Renewal of subscription services for the office of Admin. Law Judges. Funds in the amount of \$14,331.96 for the period of performance Oct 01, 2005 through September 30, 2006 are subject to the availability of funds.	\$14,331.96	\$14,331.96	REED ELSEVIER INC., DBA 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
S6QACCA0062	0	06/08/2006	09/30/2008	4/3/2009		\$0.00	\$0.00	LEXISNEXIS ENTERPRISE & LIBRARY SOLUTIONS	PAINSON-MCLEOD, TABITHA	LLOYD, ANNA	C	Closed
S6QACCA0093	0	08/08/2006	09/30/2008		1 Year Subscription	\$24,994.92	\$24,994.92	REED ELSEVIER INC., DBA LEXISNEXIS GROUP	JOHNSON, ELEANOR	MORTON, ROBERT	U	Active
S7P3AAC0092	0	09/14/2007	09/30/2010			\$61,666.56	\$61,666.56	LEXISNEXIS ENTERPRISE & LIBRARY SOLUTIONS	CROWLEY, DONNA	MUSILLI, MAUREEN	L	Active

S7QACCA0051	0	05/11/2007	09/30/2010	Marianne Deconti is assigned as the GTR under this purchase order in accordance with the referenced HUDAR Clause 2452.237-73 Conduct of Work and Technical Guidance (OCT 1999)	\$7,166.00	\$7,166.00	REED ELSEVIER, INC.	WALKER, ELAINA	WALKER, ELAINA	S	Active
S7QACCA0053	0	05/14/2007	09/30/2010		\$16,620.00	\$16,620.00	REED ELSEVIER, INC.	WALKER, ELAINA	WALKER, ELAINA	S	Active
S7QACCA0069	0	07/18/2007	09/30/2010	LexisNexis - 1 year subscription - Lexis nexis Option II - Volume Bonus Plan - Lexis Nexis expiration date is actually Aug 31 for their subscriptions, which explains HUD dates for Period of Performance.	\$24,994.92	\$24,994.92	REED ELSEVIER, INC	BURTON, SANDRA	GIULIANI, JOSEPH	U	Active
S7QACCA0094	0	09/28/2007	09/30/2010	Books that pertain to legal matters to assist employees in processing their daily work activities.	\$50,000.00	\$50,000.00	LEXISNEXIS GROUP	BURTON, SANDRA	BOSTON-KNOWLES, LASHA	C	Active
S8QACCA0026	0	03/13/2008	09/30/2011	Legal Books to assist and keep current on legal activities that pertain to legal matters to assist employees in processing their daily work load. wrong type of action			LEXISNEXIS GROUP	BURTON, SANDRA	SMITH, TIMOTHY	C	CANCELED
S8QACCA0029	0	04/04/2008	09/30/2011	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 activities.	\$60,000.00	\$60,000.00	LEXISNEXIS GROUP	BURTON, SANDRA	LONG, DANA	C	CANCELED
S8QACCA0037	0	05/08/2008	09/30/2011	Package returned to program area 7/25/08. BOOKS-AND-PAMPHLETS Books to assist and keep current on legal activities. ****Note***** Books that pertain to legal matters to assist employees in processing their daily work activities. Period of Perform			LEXISNEXIS ENTERPRISE & LIBRARY SOLUTIONS	BURTON, SANDRA	LONG, DANA	C	CANCELED
S8QACCA0049	0	06/26/2008	09/30/2011	Period of performance for this subscription is from April 1, 2008 through March 31, 2009. Lexis Nexis Subscription Services	\$16,620.00	\$16,620.00	REED ELSEVIER, INC	NON, JEFFREY	NON, JEFFREY	S	Active
S8QACCS0017	0	05/30/2008	09/30/2011		\$53,000.00	\$53,000.00	LEXISNEXIS GROUP	ATKINSON, WENDELL	DUNN, MONA-LISA	HROP	Active
S8QACCS0025	0	07/08/2008	09/30/2011		\$24,995.00	\$24,995.00	REED ELSEVIER, INC	FAIRBANKS, GERALD	AWKARD, JENNIFER	U	Active
S9QACCS0023	0	06/10/2009	09/30/2012	One (1) year Online Access To Information Services. From June 12, 2009 thru June 11, 2010. Lexis Nexis FEDLINK #LC09D7027	\$53,000.00	\$53,000.00	REED ELSEVIER, INC	JOHNSON, SANDRA	WOMBLE, CLAUDIA	HROP	Active

Contract Number	Order Number	Award Date	Expire Date	Completion Date	Description	Contract Amount	Obligated Amount	Vendor	Contract Specialist	Contract Officer	Status
C-OPC-23071	0	09/11/2006	09/30/2011	09/30/2011	Subscription Services for Lexis/Nexis to include: Accurint, 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
C-OPC-23312	0	06/19/2008	06/20/2009	06/20/2009	LexisNexis services: online database researchable newspaper and periodical services under FEDLINK's Direct 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
S7P3AAC0092	0	09/14/2007	09/30/2010			\$61,666.56	\$61,666.56	LEXISNEXIS ENTERPRISE & LIBRARY SOLUTIONS	CROWLEY, DONNA	MUSILLI, MAUREEN	Active
S9QACCS0023	0	06/10/2009	09/30/2012		One (1) year Online Access To Information Services. From June 12, 2009 thru June 11, 2010. Lexis Nexis FEDLINK #LC09D7027	\$53,000.00	\$53,000.00	REED ELSEVIER, INC	JOHNSON, SANDRA	WOMBLE, CLAUDIA	Active

Contracts with Thomson Westlaw or Reed Elsevier LexisNexis and PACER System References

Contract Number	Order Number	Award Date	Expiration Date	Completion Date	Description	Contract Amount	Obligated Amount	Vendor	Contract Specialist	Contract Officer	DOCS Code	Status
C-OPC-23071	0	05/11/2006	05/30/2011	05/30/2011	Subscription Services for LexisNexis to include: Accurint, Treatise, 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-23115	0	05/16/2007	05/27/2008	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
C-OPC-23117	0	05/16/2007	05/27/2008	05/17/2008	LexisNexis services: online database researchable newspaper 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-OPC-23145	0	05/16/2007	05/27/2008	05/26/2011	Sole Source for LexisNexis for access to on-line legal database system.	\$31,759.00	\$31,759.00	REED ELSEVIER, INC.	MCIVERN, JENNIFER L.	MUSILLI, MAUREEN	L	Active/Awarded
C-OPC-23184	0	05/16/2007	05/27/2008	05/30/2009	FEDLINK IAA-Library Database Services	\$439,375.00	\$417,013.00	U.S. LIBRARY OF CONGRESS	ANDERSON, BRIDGETTE M.	MUSILLI, MAUREEN	AIA	Active/Awarded
C-OPC-23184	0	05/16/2007	05/27/2008	05/30/2009	Subscription to LexisNexis and Associated Press services through FEDLINK (Library of Congress) Interagency Agreement for FY 03	\$138,388.00	\$138,388.00	LIBRARY OF CONGRESS	HARRISON, JUDY S.	HANCOCK, ANNETTE E.	W	Inactive/Closed
C-OPC-23217	0	05/16/2007	05/30/2002	05/30/2002	Subscription to LexisNexis and Associated Press services through FEDLINK (Library of Congress) Interagency Agreement for FY 03	\$144,626.00	\$144,626.00	LIBRARY OF CONGRESS	WILKINS, TIMIKO D.	HANCOCK, ANNETTE E.	W	Inactive/Closed
C-OPC-23253	0	05/16/2007	05/30/2005	05/06/2005	Group subscription to LexisNexis and Associated Press (AP) services through FEDLINK (Library of Congress) Interagency Agreement.	\$148,141.00	\$148,141.00	LIBRARY OF CONGRESS	PAINSON-MCLEOD, TABITHA	MORTON, ROBERT B.	W	Inactive/Closed
C-OPC-23272	0	05/16/2007	05/30/2005	05/30/2005	Group subscription to LexisNexis and Associated Press (AP) services through FEDLINK (Library of Congress) Interagency Agreement.	\$148,630.00	\$148,630.00	LIBRARY OF CONGRESS	LATSON, TANYA J.	SCRUGGS, LUCILLE F.	W	Inactive/Closed
C-OPC-23275	0	05/16/2007	05/30/2007	05/30/2007	To participate in a group membership contract to obtain services in support of the Office of Public Affairs. FEDLINK will provide administrative service to facilitate procurement of LexisNexis services under an Interagency Agreement.	\$129,644.00	\$129,644.00	LIBRARY OF CONGRESS	PAINSON-MCLEOD, TABITHA	GIULIANI, JOSEPH M.	W	Inactive/Closed
C-OPC-23155	0	05/16/2007	05/22/2008		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 services. Fedlink Contract # 03CSC70103	\$129,644.00	\$129,644.00	REED ELSEVIER, INC.	PAINSON-MCLEOD, TABITHA	GIULIANI, JOSEPH M.	W	Inactive/Pre Award
S3QNCAC0038	0	05/10/2008	05/10/2008	10/11/2007	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-06140	\$7,500.00	\$7,500.00	Westlaw	Pinkney, Catherine	McCormick, Amelia	S	Inactive/Closed
S3QNCAC0070	0	05/10/2008	05/10/2008	05/23/2008	IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21. FOR PAYMENT.	\$204,204.00	\$204,204.00	Lexis-Nexis (Philadelphia)	Pinkney, Catherine	McCormick, Amelia	C	Closed
S3QNCAC0080	0	05/10/2008	05/10/2008	05/23/2008	WESTLAW AGREES THAT ANY USAGE ABOVE \$7,200, WILL BE AT NO COST TO THE GOVERNMENT.	\$19,669.61	\$19,669.61	Lexis-Nexis (DC)	PINKNEY, CATHERINE	McCormick, Amelia	E	Closed
S3QNCAC0081	0	05/10/2008	05/10/2008	05/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# DONNA BANKS (202) 708-3856 EXT 3580	\$7,200.00	\$7,200.00	Westlaw	Pinkney, Catherine	McCormick, Amelia	S	Active
S3QNCAC0086	0	05/10/2008	05/10/2008	05/23/2008	*Ratification for services provided without authorization.	\$7,500.00	\$7,500.00	Westlaw	Pinkney, Catherine	McCormick, Amelia	SH	Closed
S3QNCAC0087	0	05/10/2008	05/10/2008	05/23/2008		\$37,815.00	\$37,815.00	LEXISNEXIS GROUP	PINKNEY, CATHERINE	McCormick, Amelia	SH	Closed
S3QNCAC00115	0	05/13/2005	05/30/2005	05/30/2005		\$4,881.00	\$4,881.00	Westlaw	WALLIS, CHRISTOPHER	McCormick, Amelia	VA	Closed
S3QNCAC00303	0	05/18/2002	05/30/2008	10/11/2007		\$19,608.00	\$19,608.00	Westlaw	WALLIS, CHRISTOPHER	McCormick, Amelia	S	Closed
S3QNCAC00004	0	05/18/2002	05/30/2008	10/11/2007		\$7,920.00	\$7,920.00	Westlaw	WALLIS, CHRISTOPHER	McCormick, Amelia	E	Closed
S3QNCAC00005	0	05/18/2002	05/30/2008	10/11/2007		\$297,243.96	\$297,243.96	Lexis-Nexis (Philadelphia)	BOLLINGER, LISA	McCormick, Amelia	AC	Active
S3QNCAC00023	0	05/18/2002	05/30/2008	10/11/2007		\$297,243.96	\$297,243.96	Lexis-Nexis (Philadelphia)	BOLLINGER, LISA	McCormick, Amelia	C	Closed

Case No.	Case Name	Case Type	Case Status	Case Description	Case Amount	Case Date	Case Location	Case Agent	Case Status
55QACCA0013	SCOTT, ELISA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$1,293.28	6/27/2008	SCOTT, ELISA	McCormick, Amelia	Closed
55QACCA0026	BOLLINGER, LISA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$19,608.00	6/27/2008	BOLLINGER, LISA	McCormick, Amelia	Closed
55QACCA0013	GILL, DEBRA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$308,306.92	6/27/2008	GILL, DEBRA	CANNON, NORMA	Closed
55QACCA0015	WILKINS, TIMIKO	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$2,133.87	6/27/2008	WILKINS, TIMIKO	McCormick, Amelia	Closed
55QACCA0016	BOLLINGER, LISA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$6,079.44	6/27/2008	BOLLINGER, LISA	McCormick, Amelia	Closed
55QACCA0017	BOLLINGER, LISA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$14,331.96	6/27/2008	BOLLINGER, LISA	McCormick, Amelia	Closed
55QACCA0021	West, Thomson Business	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$19,800.00	6/27/2008	West, Thomson Business	McCormick, Amelia	Closed
55QACCA0052	GILL, DEBRA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$548.80	6/27/2008	GILL, DEBRA	CANNON, NORMA	Closed
55QACCA0144	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$100,000.00	6/27/2008	REED ELSEVIER INC., DBA	CANNON, NORMA	Closed
55QACCA0061	REED ELSEVIER, INC.	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$88,176.00	6/27/2008	REED ELSEVIER, INC.	MUSILLI, MAUREEN	Closed
55QACCA0033	ACTY, LAVONNE	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$14,331.96	6/27/2008	ACTY, LAVONNE	VANHOUTEN, ANN	Closed
55QACCA0040	ACTY, LAVONNE	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$6,670.80	6/27/2008	ACTY, LAVONNE	VANHOUTEN, ANN	Closed
55QACCA0042	ACTY, LAVONNE	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$973.42	6/27/2008	ACTY, LAVONNE	VANHOUTEN, ANN	Closed
55QACCA0061	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$718,936.08	6/27/2008	REED ELSEVIER INC., DBA	FREEMAN, GLORIA	Closed
55QACCA0015	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$14,331.96	6/27/2008	REED ELSEVIER INC., DBA	FREEMAN, GLORIA	Closed
55QACCA0040	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$16,020.00	6/27/2008	REED ELSEVIER INC., DBA	FREEMAN, GLORIA	Closed
55QACCA0042	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$0.00	6/27/2008	REED ELSEVIER INC., DBA	FREEMAN, GLORIA	Closed
55QACCA0093	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$24,994.92	6/27/2008	REED ELSEVIER INC., DBA	FREEMAN, GLORIA	Closed
55QACCA0092	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$61,666.56	6/27/2008	REED ELSEVIER INC., DBA	FREEMAN, GLORIA	Closed

Case No.	Case Name	Case Type	Case Status	Case Description	Case Amount	Case Date	Case Location	Case Agent	Case Status
55QACCA0013	SCOTT, ELISA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$1,293.28	6/27/2008	SCOTT, ELISA	McCormick, Amelia	Closed
55QACCA0026	BOLLINGER, LISA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$19,608.00	6/27/2008	BOLLINGER, LISA	McCormick, Amelia	Closed
55QACCA0013	GILL, DEBRA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$308,306.92	6/27/2008	GILL, DEBRA	CANNON, NORMA	Closed
55QACCA0015	WILKINS, TIMIKO	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$2,133.87	6/27/2008	WILKINS, TIMIKO	McCormick, Amelia	Closed
55QACCA0016	BOLLINGER, LISA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$6,079.44	6/27/2008	BOLLINGER, LISA	McCormick, Amelia	Closed
55QACCA0017	BOLLINGER, LISA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$14,331.96	6/27/2008	BOLLINGER, LISA	McCormick, Amelia	Closed
55QACCA0021	West, Thomson Business	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$19,800.00	6/27/2008	West, Thomson Business	McCormick, Amelia	Closed
55QACCA0052	GILL, DEBRA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$548.80	6/27/2008	GILL, DEBRA	CANNON, NORMA	Closed
55QACCA0144	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$100,000.00	6/27/2008	REED ELSEVIER INC., DBA	CANNON, NORMA	Closed
55QACCA0061	REED ELSEVIER, INC.	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$88,176.00	6/27/2008	REED ELSEVIER, INC.	MUSILLI, MAUREEN	Closed
55QACCA0033	ACTY, LAVONNE	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$14,331.96	6/27/2008	ACTY, LAVONNE	VANHOUTEN, ANN	Closed
55QACCA0040	ACTY, LAVONNE	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$6,670.80	6/27/2008	ACTY, LAVONNE	VANHOUTEN, ANN	Closed
55QACCA0042	ACTY, LAVONNE	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$973.42	6/27/2008	ACTY, LAVONNE	VANHOUTEN, ANN	Closed
55QACCA0061	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$718,936.08	6/27/2008	REED ELSEVIER INC., DBA	FREEMAN, GLORIA	Closed
55QACCA0015	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$14,331.96	6/27/2008	REED ELSEVIER INC., DBA	FREEMAN, GLORIA	Closed
55QACCA0040	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$16,020.00	6/27/2008	REED ELSEVIER INC., DBA	FREEMAN, GLORIA	Closed
55QACCA0042	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$0.00	6/27/2008	REED ELSEVIER INC., DBA	FREEMAN, GLORIA	Closed
55QACCA0093	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$24,994.92	6/27/2008	REED ELSEVIER INC., DBA	FREEMAN, GLORIA	Closed
55QACCA0092	REED ELSEVIER INC., DBA	Westlaw	Closed	Leis-Nexis (Philadelphia)	\$61,666.56	6/27/2008	REED ELSEVIER INC., DBA	FREEMAN, GLORIA	Closed

Contracts with Thomson Westlaw or Reed Elsevier LexisNexis and PACER System References

57QACCA0001	01/01/2009	09/30/2010	Marianne DeConti is assigned as the GTR under this purchase order in accordance with the referenced HUDAR Clause 2452.237-73 Conduct of Work and Technical Guidance (OCT 1999)	\$7,165.00	\$7,165.00	REED ELSEVIER, INC.	WALKER, ELAINE	WALKER, ELAINE	S	Active
57QACCA0003	01/01/2009	09/30/2010	LexisNexis - 1 year subscription - Lexis news Option II - Volume Bonus Plan - 3 Lexis Nexis expiration date is actually Aug 31 for their subscriptions, which explains HUD dates for Period of Performance	\$16,620.00	\$16,620.00	REED ELSEVIER, INC.	WALKER, ELAINE	WALKER, ELAINE	S	Active
57QACCA0009	01/01/2009	09/30/2010	Books that pertain to legal matters to assist employees in processing their daily work activities.	\$24,994.92	\$24,994.92	REED ELSEVIER, INC.	BURTON, SANDRA	BURTON, SANDRA	U	Active
57QACCA0094	01/01/2009	09/30/2010	Legal Books to assist and keep current on legal activities that pertain to legal matters to assist employees in processing their daily work load. wrong type of action	\$50,000.00	\$50,000.00	LEXISNEXIS GROUP	BURTON, SANDRA	BURTON, SANDRA	C	Active
58QACCA0026	01/01/2009	09/30/2011	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 activities.	\$60,000.00	\$60,000.00	LEXISNEXIS GROUP	BURTON, SANDRA	BURTON, SANDRA	C	CANCELED
58QACCA0029	01/01/2009	09/30/2011	Package returned to program area 7/25/08. BOOKS AND PAMPHLETS	\$60,000.00	\$60,000.00	LEXISNEXIS GROUP	BURTON, SANDRA	BURTON, SANDRA	C	CANCELED
58QACCA0037	01/01/2009	09/30/2011	Books to assist and keep current on legal activities			LEXISNEXIS ENTERPRISE & LIBRARY SOLUTIONS	BURTON, SANDRA	BURTON, SANDRA	C	CANCELED
58QACCA0049	01/01/2009	09/30/2011	Period of Performance for this subscription is from April 1, 2008 through March 31, 2009.	\$16,620.00	\$16,620.00	REED ELSEVIER, INC.	NON, JEFFREY	NON, JEFFREY	S	Active
58QACCA0017	01/01/2009	09/30/2011	Lexis Nexis Subscription Services	\$53,000.00	\$53,000.00	LEXISNEXIS GROUP	ATKINSON, WENDELL	ATKINSON, WENDELL	HROP	Active
58QACCA0025	01/01/2009	09/30/2011	One (1) year Online Access To Information Services. From June 12, 2009 thru June 11, 2010.	\$24,995.00	\$24,995.00	REED ELSEVIER, INC.	FAIRBANKS, GERALD	FAIRBANKS, GERALD	U	Active
59QACCA0023	01/01/2009	09/30/2012	Lexis Nexis FEDLINK #LC0907027	\$53,000.00	\$53,000.00	REED ELSEVIER, INC.	JOHNSON, SANDRA	JOHNSON, SANDRA	HROP	Active

Top Five Active Contracts--FOIA 478395

Contract Number	Order Number	Award Date	Expiration Date	Completion Date	Description	Contract Amount	Obligated Amount	Vendor	Contract Specialist	Contract Officer	Status
C-OPC-23071	0	09/11/2006	09/30/2011	09/30/2011	Subscription Services for Lexis/Nexis to include: Accurint, 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
C-OPC-23312	0	06/15/2006	06/15/2009	06/20/2009	LexisNexis services: online database researchable newspaper and periodical services under FEDLINK's Direct Express Option.	\$216,074.00	\$216,074.00	REED ELSEVIER, INC.	WASHINGTON, KATHARINA	LONG, DANA Y.	Active
H-OPC-21054	0	11/20/1998	09/30/2009	09/30/2009	FEDLINK IAA-Library Database Services	\$433,375.00	\$417,013.00	U.S. LIBRARY OF CONGRESS	ANDERSON, BRIDGETTE M.	MUSILLI, MAUREEN	Active
57P3AAC0052	0	08/14/2007	09/30/2010		One (1) year Online Access To Information Services. From June 12, 2009 thru June 11, 2010. Lexis Nexis FEDLINK	\$61,666.56	\$61,666.56	LEXISNEXIS ENTERPRISE & LIBRARY SOLUTIONS	CROWLEY, DONNA	MUSILLI, MAUREEN	Active
S9QACCS0023	0	06/10/2009	09/30/2012		HLC09D7027	\$53,000.00	\$53,000.00	REED ELSEVIER, INC.	JOHNSON, SANDRA	WOMBLE, CLAUDIA	Active



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 11 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

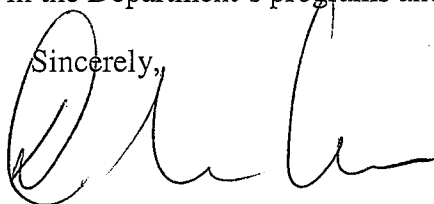
Telephone: (202) 708-2568

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.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Dolores W. Cole', written over the word 'Sincerely,'.

Dolores W. Cole
Director for FOIA and
Executive Correspondence
Office of the Executive Secretariat

Enclosures

100
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 Elsevier LexisNexis and PACER System References

Contract Number	Order Number	Amplify Date	Expire Date	Completion Date	Description	Contract Amount	Obligated Amount	Vendor	Contract Specialist	Contract Officer	DOCS Code	Status
CO-PC-23071	0	09/11/2008	09/30/2011	09/30/2011	Subscription Services for LexisNexis to include: Accurint, Treatise, and PACER \$384,835.00 SAF	\$1,199,949.00	\$1,199,949.00	REED ELSEVIER, INC.	PAINSON-MCLEOD, TABITHA	GIULIANI, JOSEPH M.	C	Active/Awarded
CO-PC-23125	0	09/16/2007	09/17/2008	09/17/2008	System generated Federal Schedule Place Holder Contract.	\$0.00	\$0.00	REED ELSEVIER, INC.	ACTY, LAVONNE D.	LONG, DANA Y.	W	Active/Expired
CO-PC-23112	0	09/16/2007	09/17/2008	09/17/2008	LexisNexis services: online database researchable newspaper 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
CO-PC-23124	0	09/16/2007	09/17/2008	09/17/2008	Sole Source for LexisNexis for access to on-line legal database system.	\$31,759.00	\$31,759.00	REED ELSEVIER, INC.	MCGIVERN, JENNIFER L.	MUSILLI, MAUREEN	W	Active/Expired
CO-PC-23124	0	09/16/2007	09/17/2008	09/17/2008	FEDLINK IAA-Library Database Services	\$433,375.00	\$433,375.00	U.S. LIBRARY OF CONGRESS	ANDERSON, BRIDGETTE M.	MUSILLI, MAUREEN	AIA	Active/Awarded
CO-PC-23124	0	09/16/2007	09/17/2008	09/17/2008	Subscription to LexisNexis and Associated Press services through FEDLINK (Library of Congress) Interagency Agreement for FY '03	\$138,388.00	\$138,388.00	LIBRARY OF CONGRESS	HARRISON, JUDY S.	HANCOCK, ANNETTE E.	W	Inactive/Closed
CO-PC-23124	0	09/16/2007	09/17/2008	09/17/2008	Group subscription to LexisNexis and Associated Press (AP) services through FEDLINK (Library of Congress) Interagency Agreement.	\$144,626.00	\$144,626.00	LIBRARY OF CONGRESS	WILKINS, TIMIKO D.	HANCOCK, ANNETTE E.	W	Inactive/Closed
CO-PC-23124	0	09/16/2007	09/17/2008	09/17/2008	Group subscription to LexisNexis and Associated Press (AP) services through FEDLINK (Library of Congress) Interagency Agreement.	\$148,141.00	\$148,141.00	LIBRARY OF CONGRESS	PAINSON-MCLEOD, TABITHA	MORTON, ROBERT B.	W	Inactive/Closed
CO-PC-23124	0	09/16/2007	09/17/2008	09/17/2008	To participate in a group membership contract to obtain services in support of the Office of Public Affairs. FEDLINK will provide administrative services to facilitate procurement of LexisNexis services under an Interagency Agreement.	\$148,630.00	\$148,630.00	LIBRARY OF CONGRESS	LATSON, TANYA I.	SCRUGGS, LUCILLE F.	W	Inactive/Closed
CO-PC-23124	0	09/16/2007	09/17/2008	09/17/2008	To participate in a group membership contract to obtain services in support of the Office of Public Affairs. FEDLINK will provide administrative services to facilitate procurement of LexisNexis services under an Interagency Agreement.	\$129,644.00	\$129,644.00	LIBRARY OF CONGRESS	PAINSON-MCLEOD, TABITHA	GIULIANI, JOSEPH M.	W	Inactive/Closed
CO-PC-23124	0	09/16/2007	09/17/2008	09/17/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-0614# IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$129,644.00	\$129,644.00	REED ELSEVIER, INC.	PAINSON-MCLEOD, TABITHA	GIULIANI, JOSEPH M.	W	Inactive/Prc Award
51ONCA00018	0	09/16/2007	09/30/2008	10/11/2007	WESTLAW AGREES THAT ANY USAGE ABOVE \$7,200, WILL BE AT NO COST TO THE GOVERNMENT.	\$7,500.00	\$7,500.00	Westlaw	Pinkney, Catherine	McCormick, Amelia	S	Inactive/Closed
52ONCA00070	0	09/16/2007	09/30/2008	6/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-0614# IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$204,204.00	\$204,204.00	LexisNexis (Philadelphia)	Pinkney, Catherine	McCormick, Amelia	S	Inactive/Closed
52ONCA00080	0	09/16/2007	09/30/2008	6/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-0614# IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$19,669.61	\$19,669.61	LexisNexis (Philadelphia)	Pinkney, Catherine	McCormick, Amelia	C	Closed
52ONCA00011	0	09/16/2007	09/30/2008	6/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-0614# IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$31,180.00	\$31,180.00	LexisNexis (DC)	Pinkney, Catherine	McCormick, Amelia	E	Closed
52ONCA00011	0	09/16/2007	09/30/2008	6/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-0614# IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$7,200.00	\$7,200.00	Westlaw	Pinkney, Catherine	McCormick, Amelia	S	Active
52ONCA00011	0	09/16/2007	09/30/2008	6/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-0614# IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$7,500.00	\$7,500.00	Westlaw	Pinkney, Catherine	McCormick, Amelia	S	Active
52ONCA00011	0	09/16/2007	09/30/2008	6/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-0614# IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$37,815.00	\$37,815.00	LEXISNEXIS GROUP.	Pinkney, Catherine	McCormick, Amelia	SH	Closed
52ONCA00011	0	09/16/2007	09/30/2008	6/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-0614# IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$4,881.00	\$4,881.00	Westlaw	Pinkney, Catherine	McCormick, Amelia	SH	Closed
52ONCA00011	0	09/16/2007	09/30/2008	6/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-0614# IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$19,608.00	\$19,608.00	LexisNexis (Philadelphia)	Pinkney, Catherine	McCormick, Amelia	VA	Closed
52ONCA00011	0	09/16/2007	09/30/2008	6/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-0614# IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$7,920.00	\$7,920.00	Westlaw	Pinkney, Catherine	McCormick, Amelia	S	Closed
52ONCA00011	0	09/16/2007	09/30/2008	6/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-0614# IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$297,243.96	\$297,243.96	LexisNexis (Philadelphia)	Pinkney, Catherine	McCormick, Amelia	E	Active
52ONCA00011	0	09/16/2007	09/30/2008	6/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-0614# IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$297,243.96	\$297,243.96	LexisNexis (Philadelphia)	Pinkney, Catherine	McCormick, Amelia	AC	Closed
52ONCA00011	0	09/16/2007	09/30/2008	6/23/2008	GOVERNMENT TECHNICAL REPRESENTATIVE# MARCELLA BELT (202) 708-0614# IT IS IMPERATIVE THAT ALL INVOICES BE SENT TO THE ADDRESS IN BOX 21, FOR PAYMENT.	\$297,243.96	\$297,243.96	LexisNexis (Philadelphia)	Pinkney, Catherine	McCormick, Amelia	C	Closed

Contracts with Thomson Westlaw or Reed Elsevier LexisNexis and PACER System References

550ACCA0001	01/01/2005	01/30/2008	6/27/2008			\$1,293.28	\$1,293.28	Westlaw	SCOTT, ELISA	McCormick, Amelia	S	Closed
550ACCA0002	01/01/2005	01/30/2008	6/27/2008			\$19,608.00	\$19,608.00	Lexis-Nexis (Philadelphia)	BOLLINGER, LISA	McCormick, Amelia	C	Closed
550ACCA0003	01/01/2005	01/30/2008	6/27/2008			\$308,306.92	\$308,306.92	Lexis-Nexis (Philadelphia)	GILL, DEBRA	CANNON, NORMA	EGP	Closed
550ACCA0004	01/01/2005	01/30/2008	6/27/2008			\$2,133.87	\$2,133.87	Westlaw	WILKINS, TIMIKO	McCormick, Amelia	AC	Closed
550ACCA0005	01/01/2005	01/30/2008	6/27/2008			\$6,079.44	\$6,079.44	Westlaw	BOLLINGER, LISA	McCormick, Amelia	S	Closed
550ACCA0006	01/01/2005	01/30/2008	6/27/2008			\$14,331.96	\$14,331.96	Lexis-Nexis (Philadelphia)	BOLLINGER, LISA	McCormick, Amelia	S	Closed
550ACCA0007	01/01/2005	01/30/2008	6/27/2008			\$19,800.00	\$19,800.00	West, Thomson Business	GILL, DEBRA	CANNON, NORMA	E	Closed
550ACCA0008	01/01/2005	01/30/2008	6/27/2008			\$548.80	\$548.80	Lexis-Nexis (Philadelphia)	GILL, DEBRA	CANNON, NORMA	E	Closed
550ACCA0009	01/01/2005	01/30/2008	6/27/2008			\$100,000.00	\$100,000.00	REED ELSEVIER INC., DBA	GILL, DEBRA	CANNON, NORMA	HROP	Active/Expired
550ACCA0010	01/01/2005	01/30/2008	6/27/2008			\$88,176.00	\$88,176.00	LEXISNEXIS GROUP	CROWLEY, DONNA	MUSILLI, MAUREEN	L	Active/Expired
550ACCA0011	01/01/2005	01/30/2008	6/27/2008			\$14,331.96	\$14,331.96	Lexis-Nexis (Philadelphia)	ACTY, LAVONNE	VANHOUTEN, ANN	S	Active
550ACCA0012	01/01/2005	01/30/2008	6/27/2008			\$6,670.80	\$6,670.80	Westlaw	ACTY, LAVONNE	VANHOUTEN, ANN	S	Closed
550ACCA0013	01/01/2005	01/30/2008	6/27/2008			\$973.42	\$973.42	Westlaw	ACTY, LAVONNE	VANHOUTEN, ANN	S	Closed
550ACCA0014	01/01/2005	01/30/2008	6/27/2008			\$718,936.08	\$718,936.08	REED ELSEVIER INC., DBA	PAINSON-MCLEOD, TABITHA	FREEMAN, GLORIA	C	Closed
550ACCA0015	01/01/2005	01/30/2008	6/27/2008			\$14,331.96	\$14,331.96	LEXISNEXIS GROUP	PAINSON-MCLEOD, TABITHA	FREEMAN, GLORIA	S	Closed
550ACCA0016	01/01/2005	01/30/2008	6/27/2008			\$16,620.00	\$16,620.00	REED ELSEVIER, INC.	SMITH, MASHONDA	LLOYD, ANNA	S	Closed
550ACCA0017	01/01/2005	01/30/2008	6/27/2008			\$0.00	\$0.00	LEXISNEXIS ENTERPRISE & LIBRARY	PAINSON-MCLEOD, TABITHA	LLOYD, ANNA	C	Closed
550ACCA0018	01/01/2005	01/30/2008	6/27/2008			\$24,994.92	\$24,994.92	REED ELSEVIER INC., DBA	JOHNSON, ELEANOR	MORTON, ROBERT	U	Active
550ACCA0019	01/01/2005	01/30/2008	6/27/2008			\$61,666.56	\$61,666.56	LEXISNEXIS ENTERPRISE & LIBRARY	CROWLEY, DONNA	MUSILLI, MAUREEN	L	Active

57ACCA0001	09/10/2009	09/10/2009	Marianne Ducont is assigned as the GTR under this purchase order in accordance with the referenced HUDAR Clause 2452.237-73 Conduct of Work and Technical Guidance (OCT 1999)	\$7,166.00	\$7,166.00	REED ELSEVIER, INC.	WALKER, ELAINE	WALKER, ELAINE	5	Active
57ACCA0003	09/10/2009	09/10/2009	LexisNexis - 1 year subscription - Lexis nexis Option II - Volume Bonus Plan - 3	\$16,620.00	\$16,620.00	REED ELSEVIER, INC.	WALKER, ELAINE	WALKER, ELAINE	5	Active
57ACCA0008	09/10/2009	09/10/2009	Lexis Nexis expiration date is actually Aug 31 for their subscriptions, which explains HUD dates for Period of Performance.							
57ACCA0094	09/10/2009	09/10/2009	Books that pertain to legal matters to assist employees in processing their daily work activities.	\$24,994.92	\$24,994.92	REED ELSEVIER, INC.	BURTON, SANDRA	GIULIANI, JOSEPH	U	Active
58QACCA0026	09/10/2009	09/10/2009	Legal Books to assist and keep current on legal activities that pertain to legal matters to assist employees in processing their daily work load, wrong type of action	\$50,000.00	\$50,000.00	LEXISNEXIS GROUP	BURTON, SANDRA	BOSTON-KNOWLES, LASHA C	C	Active
58QACCA0029	09/10/2009	09/10/2009	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 activities.	\$60,000.00	\$60,000.00	LEXISNEXIS GROUP	BURTON, SANDRA	SMITH, TIMOTHY	C	CANCELED
58QACCA0037	09/10/2009	09/10/2009	Package returned to program area 7/25/08. BOOKS AND PAMPHLETS							
58QACCA0049	09/10/2009	09/10/2009	Books to assist and keep current on legal activities	\$60,000.00	\$60,000.00	LEXISNEXIS GROUP	BURTON, SANDRA	LONG, DANA	C	CANCELED
58QACCS0017	09/10/2009	09/10/2009	*****Note***** Books that pertain to legal matters to assist employees in processing their daily work activities			LEXISNEXIS ENTERPRISE & LIBRARY SOLUTIONS	BURTON, SANDRA	LONG, DANA	C	CANCELED
58QACCS0025	09/10/2009	09/10/2009	Period of Perform Period of performance for this subscription is from April 1, 2008 through March 31, 2009.	\$16,620.00	\$16,620.00	REED ELSEVIER, INC.	NON, JEFFREY	NON, JEFFREY	S	Active
59QACCS0023	09/10/2009	09/10/2009	Lexis Nexis Subscription Services	\$53,000.00	\$53,000.00	LEXISNEXIS GROUP	ATKINSON, WENDELL	DUNN, MONA-LISA	HRQP	Active
			One (1) year Online Access To Information Services. From June 12, 2009 thru June 11, 2010.	\$24,995.00	\$24,995.00	REED ELSEVIER, INC.	FAIRBANKS, GERALD	AWKARD, JENNIFER	U	Active
			Lexis Nexis FEDI LINK #LC9D7027	\$53,000.00	\$53,000.00	REED ELSEVIER, INC.	JOHNSON, SANDRA	WOMBLE, CLAUDIA	HRQP	Active

Top Five Active Contracts--FOIA 478396

Contract Number	Order Number	Award Date	Expiration Date	Completion Date	Description	Contract Amount	Obligated Amount	Vendor	Contract Specialist	Contract Officer	Status
C-OPC-23071	0	09/11/2006	09/30/2011	09/30/2011	Subscription Services for Lexis/Nexis to include: Accurint, 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
C-OPC-23312	0	06/19/2008	06/30/2009	06/30/2009	LexisNexis services: online database researchable newspaper and periodical services under FEDLINK's Direct Express Option.	\$216,074.00	\$216,074.00	REED ELSEVIER, INC.	WASHINGTON, KATHARINA	LONG, DANA Y.	Active
I-OPC-21054	0	01/20/1998	09/30/2009	09/30/2009	FEDLINK IAA-Library Database Services	\$433,375.00	\$417,013.00	U.S. LIBRARY OF CONGRESS	ANDERSON, BRIDGETTE M.	MUSILLI, MAUREEN	Active
S7P3A-C0092		08/09/14/2007	09/30/2010		LEXISNEXIS ENTERPRISE & LIBRARY SOLUTIONS	\$61,666.56	\$61,666.56		CROWLEY, DONNA	MUSILLI, MAUREEN	Active
S9QACC0023		03/06/10/2009	09/30/2012		One (1) year Online Access To Information Services. From June 12, 2009 thru June 11, 2010. Lexis Nexis FEDLINK #LC09D7027	\$53,000.00	\$53,000.00	REED ELSEVIER, INC	JOHNSON, SANDRA	WOMBLE, CLAUDIA	Active

CUSTOMER NUMBER: HU0403
 DATE RANGE: 06/01/2007 - 05/31/2009

PAGE: 1
 DATE CLIENT CODE SEARCH CRITERIA
 TIME IN TIME OUT/DESCRIPTION TIME/PAGES AMOUNT

20.72	SUBTOTAL FOR UNITED STATES PARTY/CASE INDEX (00IDX)
0.56	SUBTOTAL FOR U.S. COURT OF APPEALS, SECOND CIRCUIT (02CA)
1.52	SUBTOTAL FOR U.S. COURT OF APPEALS, THIRD CIRCUIT (03CA)
1.84	SUBTOTAL FOR U.S. COURT OF APPEALS, FOURTH CIRCUIT (04CA)
0.08	SUBTOTAL FOR U.S. COURT OF APPEALS, FIFTH CIRCUIT (05CA)
4.24	SUBTOTAL FOR U.S. COURT OF APPEALS, SIXTH CIRCUIT (06CA)
1.76	SUBTOTAL FOR U.S. COURT OF APPEALS, SEVENTH CIRCUIT (07CA)
96.80	SUBTOTAL FOR U.S. COURT OF APPEALS, NINTH CIRCUIT (09CA)
0.40	SUBTOTAL FOR U.S. COURT OF APPEALS, TENTH CIRCUIT (10CA)
1.20	SUBTOTAL FOR ALASKA DISTRICT COURT (AKDC)
12.16	SUBTOTAL FOR ALABAMA MIDDLE DISTRICT COURT (ALMDC)
0.08	SUBTOTAL FOR ALABAMA NORTHERN DISTRICT COURT (ALNDC)
2.88	SUBTOTAL FOR ALABAMA SOUTHERN DISTRICT COURT (ALSDC)
12.72	SUBTOTAL FOR ARKANSAS EASTERN DISTRICT COURT (AREDC)
4.24	SUBTOTAL FOR ARKANSAS WESTERN DISTRICT COURT (ARWDC)
2.24	SUBTOTAL FOR ARIZONA DISTRICT COURT (AZDC)
7.44	SUBTOTAL FOR CALIFORNIA CENTRAL DISTRICT COURT (CACDC)
59.68	SUBTOTAL FOR U.S. COURT OF APPEALS, FEDERAL CIRCUIT (CAFC)
0.08	SUBTOTAL FOR CALIFORNIA NORTHERN DISTRICT COURT (CANDC)
22.64	SUBTOTAL FOR CALIFORNIA SOUTHERN DISTRICT COURT (CASDC)
1.04	SUBTOTAL FOR COLORADO DISTRICT COURT (CODC)
31.04	SUBTOTAL FOR DISTRICT OF COLUMBIA DISTRICT COURT (DCDC)
0.08	SUBTOTAL FOR FLORIDA MIDDLE DISTRICT COURT (FLMDC)
45.04	SUBTOTAL FOR FLORIDA NORTHERN DISTRICT COURT (FLNDC)
5.20	SUBTOTAL FOR FLORIDA SOUTHERN DISTRICT COURT (FLSDC)
13.76	SUBTOTAL FOR GEORGIA MIDDLE DISTRICT COURT (GAMDC)
3.76	SUBTOTAL FOR GEORGIA NORTHERN DISTRICT COURT (GANDC)
15.12	SUBTOTAL FOR GEORGIA SOUTHERN DISTRICT COURT (GASDC)
0.16	SUBTOTAL FOR IOWA NORTHERN DISTRICT COURT (IANDC)
0.56	SUBTOTAL FOR ILLINOIS CENTRAL DISTRICT COURT (ILCDC)
0.32	SUBTOTAL FOR ILLINOIS NORTHERN DISTRICT COURT (ILNDC)
72.64	SUBTOTAL FOR ILLINOIS SOUTHERN DISTRICT COURT (ILSDC)
0.80	SUBTOTAL FOR KANSAS DISTRICT COURT (KSDC)
0.56	SUBTOTAL FOR KENTUCKY WESTERN DISTRICT COURT (KYWDC)
0.08	SUBTOTAL FOR LOUISIANA EASTERN DISTRICT COURT (LAEDC)
4.32	SUBTOTAL FOR LOUISIANA MIDDLE DISTRICT COURT (LAMDC)
6.56	SUBTOTAL FOR LOUISIANA WESTERN DISTRICT COURT (LAWDC)
2.08	SUBTOTAL FOR MASSACHUSETTS DISTRICT COURT (MADC)
5.44	SUBTOTAL FOR MARYLAND DISTRICT COURT (MDDC)
4.88	SUBTOTAL FOR MAINE DISTRICT COURT (MEDC)
0.80	SUBTOTAL FOR MICHIGAN EASTERN DISTRICT COURT (MIEBK)
0.96	SUBTOTAL FOR MICHIGAN WESTERN DISTRICT COURT (MIEBK)
0.32	SUBTOTAL FOR MICHIGAN BANKRUPTCY COURT (MIWDC)
0.08	SUBTOTAL FOR MINNESOTA DISTRICT COURT (MNDC)
2.24	SUBTOTAL FOR MISSOURI EASTERN DISTRICT COURT (MOEDC)
8.32	SUBTOTAL FOR MISSOURI WESTERN DISTRICT COURT (MOWDC)
0.72	SUBTOTAL FOR MISSISSIPPI NORTHERN DISTRICT COURT (MSNDC)
0.96	SUBTOTAL FOR MISSISSIPPI SOUTHERN DISTRICT COURT (MSSDC)
1.16	SUBTOTAL FOR MONTANA DISTRICT COURT (MTDC)
1.12	SUBTOTAL FOR NORTH CAROLINA EASTERN DISTRICT COURT (NCEDC)
0.24	SUBTOTAL FOR NORTH CAROLINA WESTERN DISTRICT COURT (NCWDC)

SUBTOTAL FOR NORTH CAROLINA WESTERN DISTRICT COURT (NCWDC)	4.32
SUBTOTAL FOR NEW HAMPSHIRE DISTRICT COURT (NHDC)	0.24
SUBTOTAL FOR NEW JERSEY DISTRICT COURT (NJDC)	12.96
SUBTOTAL FOR NEVADA DISTRICT COURT (NVDC)	14.80

CUSTOMER NUMBER: HU0403

DATE RANGE: 06/01/2007 - 05/31/2009

PAGE: 2

DATE	CLIENT CODE SEARCH CRITERIA	TIME IN TIME/PAGES	TIME OUT/DESCRIPTION AMOUNT

	SUBTOTAL FOR NEW YORK EASTERN DISTRICT COURT (NYEDC)		10.24
	SUBTOTAL FOR NEW YORK NORTHERN DISTRICT COURT (NYNDC)		2.08
	SUBTOTAL FOR NEW YORK SOUTHERN DISTRICT COURT (NYSDC)		27.52
	SUBTOTAL FOR NEW YORK WESTERN BANKRUPTCY COURT (NYWBK)		2.96
	SUBTOTAL FOR NEW YORK WESTERN DISTRICT COURT (NYWDC)		9.60
	SUBTOTAL FOR OHIO NORTHERN DISTRICT COURT (OHNDC)		3.76
	SUBTOTAL FOR OHIO SOUTHERN BANKRUPTCY COURT (OHSBK)		0.16
	SUBTOTAL FOR OHIO SOUTHERN DISTRICT COURT (OHSDC)		0.64
	SUBTOTAL FOR OKLAHOMA WESTERN DISTRICT COURT (OKWDC)		0.64
	SUBTOTAL FOR OREGON BANKRUPTCY COURT (ORBK)		0.08
	SUBTOTAL FOR OREGON DISTRICT COURT (ORDC)		13.92
	SUBTOTAL FOR PENNSYLVANIA EASTERN DISTRICT COURT (PAEDC)		10.64
	SUBTOTAL FOR PENNSYLVANIA MIDDLE DISTRICT COURT (PAMDC)		22.48
	SUBTOTAL FOR PENNSYLVANIA WESTERN DISTRICT COURT (PAWDC)		14.80
	SUBTOTAL FOR PUERTO RICO DISTRICT COURT (PRDC)		1.44
	SUBTOTAL FOR TENNESSEE EASTERN DISTRICT COURT (TNEDC)		26.64
	SUBTOTAL FOR TENNESSEE MIDDLE DISTRICT COURT (TNMDC)		1.12
	SUBTOTAL FOR TENNESSEE WESTERN DISTRICT COURT (TNWDC)		2.96
	SUBTOTAL FOR TEXAS EASTERN DISTRICT COURT (TXEDC)		0.56
	SUBTOTAL FOR TEXAS NORTHERN BANKRUPTCY COURT (TXNBK)		0.80
	SUBTOTAL FOR TEXAS NORTHERN DISTRICT COURT (TXNDC)		16.88
	SUBTOTAL FOR TEXAS SOUTHERN BANKRUPTCY COURT (TXSBK)		3.12
	SUBTOTAL FOR TEXAS SOUTHERN DISTRICT COURT (TXSDC)		6.32
	SUBTOTAL FOR TEXAS WESTERN DISTRICT COURT (TXWDC)		10.80
	SUBTOTAL FOR UTAH DISTRICT COURT (UTDC)		14.88
	SUBTOTAL FOR VIRGINIA EASTERN BANKRUPTCY (VAEBK)		2.88
	SUBTOTAL FOR VIRGINIA EASTERN DISTRICT COURT (VAEDC)		5.76
	SUBTOTAL FOR VERMONT DISTRICT COURT (VTDC)		1.44
	SUBTOTAL FOR WASHINGTON EASTERN DISTRICT COURT (WAEDC)		0.72
	SUBTOTAL FOR WASHINGTON WESTERN DISTRICT COURT (WAWDC)		3.84
	SUBTOTAL FOR WISCONSIN EASTERN DISTRICT COURT (WIEDC)		1.52
	SUBTOTAL FOR WEST VIRGINIA SOUTHERN DISTRICT COURT (WVSDC)		0.08

TOTAL:

=====
749.84

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

PAYMENT INSTRUCTIONS

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.

ACCOUNT SUMMARY

Previous Balance:	\$22.80
Current Charges:	\$0.00
Total Amount Due:	\$22.80

LOGIN ID

UD0330

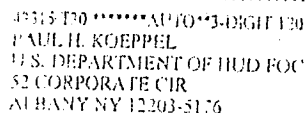
DUE DATE

05/09/2005

AMOUNT DUE

\$22.80

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



PUBLIC ACCESS TO COURT ELECTRONIC RECORDS

PACER QUARTERLY STATEMENT

LOGIN ID:	UD0330	Paul H. Koeppe
BILLING DATE:	07/07/2005	U.S. Department of Hud. Fee
BILLING CYCLE:	04/01/05 to 06/30/05	518-464-4200
PAGE:	1	

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: **PACER Service Center** and indicate the login id on your check. For your information, the Pacer Service Center's Federal tax identification number is 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 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:	0
Dial-Up PACER Billing Rate:	\$ 0.60 / Minute
Dial-Up PACER Total Time:	00:00:00
<u>Dial-Up PACER Charges:</u>	<u>\$0.00</u>
Number of PACER-Net Transactions :	2958
PACER-Net Billing Rate:	\$ 0.08 / Page
PACER-Net Total Web Pages:	4742
<u>PACER-Net Charges:</u>	<u>\$379.36</u>

Previous Balance:	\$0.00
Current Charges:	\$379.36
Total Amount Due:	\$379.36

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

PACER

Public Access to Court Electronic Records

Paul H. Koeppe
U.S. Department of Hud Fee
52 Corporate Circle
Albany, NY 12203-

LOGIN ID

UD0330

DUE DATE

08/08/2005

AMOUNT DUE

\$379.36

Mail Payment to:

PACER Service Center
P.O. Box 27773
Atlanta, GA 30384-7773

PACER QUARTERLY STATEMENT

LOGIN ID:	UD0330	Paul H. Koeppe
BILLING DATE:	10/05/2005	U.S. Department of Hud Foc
BILLING CYCLE:	07/01/05 to 09/30/05	518-164-4200
PAGE:	1	

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login id on your check. For your information, the Pacer Service Center's Federal tax identification number is 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 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.

ACCOUNT SUMMARY

Number of Dial-Up PACER Transactions:	0
Dial-Up PACER Billing Rate:	\$ 0.60 / Minute
Dial-Up PACER Total Time:	00:00:00
<u>Dial-Up PACER Charges:</u>	<u>\$0.00</u>
Number of PACER-Net Transactions :	3081
PACER-Net Billing Rate:	\$ 0.08 / Page
PACER-Net Total Web Pages:	4549
<u>PACER-Net Charges:</u>	<u>\$363.92</u>

Previous Balance:	\$0.00
Current Charges:	\$363.92
Total Amount Due:	\$363.92

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

PACER

Public Access to Court Electronic Records

LOGIN ID:

UD0330

DUE DATE:

11/07/2005

AMOUNT DUE

\$363.92

\$63.68

Paul H. Koeppe
U.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

PACER SERVICE CENTER

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

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

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login ID on your check. For your information, the PACER Service Center's Federal tax identification number is 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.

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!

PACER

Public Access to Court Electronic Records

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

LOGIN ID

UD0330

DUE DATE

02/06/2006

AMOUNT DUE

\$293.84

Mail Payment to:

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



36362 129 ***AUTO**SCH 3-DIGIT 129
Paul H. Koepfel
U.S. Department of Hud Foc
52 Corporate Cir
Albany NY 12203-5176

PUBLIC ACCESS TO COURT ELECTRONIC RECORDS

PACER SERVICE CENTER

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

LOGIN ID:	UD0330	Paul H. Koepfel
BILLING DATE:	04/06/2006	U.S. Department of Hud Hoc
BILLING CYCLE:	1/01/06-3/31/06	518-464-4200
PAGE:	1	

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login ID on your check. For your information, the PACER Service Center's Federal tax identification number is 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.

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 :	1891
PACER-Net Billing Rate:	\$0.08 / Page
PACER-Net Total Web Pages:	3177
PACER-Net Charges:	\$254.16

Previous Balance:	50.00
Current Charges:	\$254.16
Total Amount Due:	\$254.16

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!

LOGIN ID

UD0330

DUE DATE

05/08/2006

AMOUNT DUE

~~\$254.16~~

149.60

Mail Payment to:

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



1011 129 ***AUTO***SCH 00011 129
Paul H. Koepfel
U.S. Department of Hud Hoc
52 Corporate Cir
Albany NY 12203-3176

PACER SERVICE CENTER

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

LOGIN ID:	UD0330	Paul H. Koepfel U.S. Department of HUD 518-464-4200
BILLING DATE:	04/06/2006	
BILLING CYCLE:	1/01/06-3/31/06	
PAGE:	1	

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login ID on your check. For your information, the PACER Service Center's Federal tax identification number is 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.

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:	1891
PACER-Net Billing Rate:	\$0.08 / Page
PACER-Net Total Web Pages:	3177
PACER-Net Charges:	\$254.16

Previous Balance:	\$0.00
Current Charges:	\$254.16
Total Amount Due:	\$254.16

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!

LOGIN ID

UD0330

DUE DATE

05/08/2006

AMOUNT DUE

~~\$254.16~~

Mail Payment to:

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

109.36



1011 129 *** AUTO *** 0817 129
Paul H. Koepfel
U.S. Department of HUD
52 Corporate Cir
Albany NY 12203-5176

PACER SERVICE CENTER INVOICE STATEMENT

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

LOGIN ID:	UD0330	Paul H. Koepfel
BILLING DATE:	10/05/2006	U.S. Department of Hud Foc
BILLING CYCLE:	07/01/2006 - 09/30/2006	518-464-4200
PAGE:	1	

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login ID on your check. For your information, the PACER Service Center's Federal tax identification number is 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 11/06/2006. If we do not hear from you and your account becomes delinquent, you are subject to having the account disabled. The address below is for payments only. All other correspondence including address changes should be directed to the PACER Service Center, P.O. Box 780549, San Antonio, TX 78278. If you have any questions regarding this statement, you may contact the PACER Service Center at (800) 676-6856 or (210) 301-6440.

ACCOUNT SUMMARY

Number of Dial-Up PACER Transactions:	0
Dial-Up PACER Billing Rate:	\$.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

Previous Balance:	\$0.00
Current Charges:	\$321.36
Total Amount Due:	\$321.36

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!

LOGIN ID

UD0330

DUE DATE

11/06/2006

AMOUNT DUE

\$321.36

Mail Payment to:

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



14541 T38 *****AUTO**SCH 3-DIGIT 120

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

PUBLIC ACCESS TO COURT ELECTRONIC RECORDS

PACER SERVICE CENTER INVOICE/STATEMENT

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

LOGIN ID:	UD0330	Paul H. Koepfel
BILLING DATE:	01/08/2007	U.S. Department of Hud For
BILLING CYCLE:	10/01/2006 - 12/31/2006	518-464-4200
PAGE:	1	

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login ID on your check. For your information, the PACER Service Center's Federal tax identification number is 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 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:	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 :	7433
PACER-Net Billing Rate:	\$0.08 / Page
PACER-Net Total Web Pages:	9228
PACER-Net Charges:	\$738.24

Previous Balance:	\$0.00
Current Charges:	\$738.24
Total Amount Due:	\$738.24

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!

LOGIN ID

UD0330

DUE DATE

02/05/2007

AMOUNT DUE

\$738.24

Mail Payment to:

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



1013 139 *****AUTO**SCH M-DIGIT 120
Paul H. Koepfel
U.S. Department of Hud For
52 Corporate Cir
Albany NY 12203-5176

PACER SERVICE CENTER INVOICE/STATEMENT

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

LOGIN ID:	UD0330	Paul H. Koepfel
BILLING DATE:	04/05/2007	U.S. Department of Hud Foc
BILLING CYCLE:	01/01/2007 - 03/31/2007	518-464-4200
PAGE:	1	

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login ID on your check. For your information, the PACER Service Center's Federal tax identification number is 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 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 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 :	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

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!

LOGIN ID

UD0330

DUE DATE

05/07/2007

AMOUNT DUE

~~\$273.52~~

Mail Payment to:

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

1/2. 08



10337 T10 *****AUTO**SCH A DIGIT 120

Paul H. Koepfel
U.S. Department of Hud Foc
52 Corporate Cir

PACER SERVICE CENTER INVOICE/STATEMENT

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

LOGIN ID:	UD0330	Paul H. Koepfel
BILLING DATE:	04/05/2007	U.S. Department of Hud Fee
BILLING CYCLE:	01/01/2007 - 03/31/2007	518-464-4200
PAGE:	1	

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login ID on your check. For your information, the PACER Service Center's Federal tax identification number is 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 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 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 :	2402
PACER-Net Billing Rate:	\$0.08 / Page
PACER-Net Total Web Pages:	3419
PACER-Net Charges:	\$273.52

\$0.00

Previous Balance:

\$273.52

Current Charges:

\$273.52

Total Amount Due:

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!

LOGIN ID

UD0330

DUE DATE

05/07/2007

AMOUNT DUE

\$273.52

Mail Payment to:

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

161.44



10037 110 *****AUTO**SCH**DIGIT 110

Paul H. Koepfel
U.S. Department of Hud Fee
524 Corporate Cir
Albany NY 12203-5176

PACER QUARTERLY STATEMENT/INVOICE

LOGIN ID:	UD0330	Paul H. Koepfel
BILLING DATE:	07/10/2007	U.S. Department of Hud Foc
BILLING CYCLE:	04/01/07 to 06/30/07	518-464-4200
PAGE:	1	

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login id on your check. For your information, the Pacer Service Center's Federal tax identification number is 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 08/06/2007. 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:	0
Dial-Up PACER Billing Rate:	\$ 0.60 / Minute
Dial-Up PACER Total Time:	00:00:00
Dial-Up PACER Charges:	\$0.00
Number of PACER-Net Transactions :	3487
PACER-Net Billing Rate:	\$ 0.08 / Page
PACER-Net Total Web Pages:	4923
PACER-Net Charges:	\$393.84

Previous Balance:	\$0.00
Current Charges:	\$393.84
Total Amount Due:	\$393.84

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

PACER

Public Access to Court Electronic Records

LOGIN ID

UD0330

DUE DATE

08/06/2007

AMOUNT DUE

\$393.84

Paul H. Koepfel
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

PACER SERVICE CENTER INVOICE/STATEMENT

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

LOGIN ID:	UD0330	Paul H. Koëppel
BILLING DATE:	10/04/2007	U.S. Department of Hud Fec
BILLING CYCLE:	07/01/2007 - 09/30/2007	518-464-4200
PAGE:	1	

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login ID on your check. For your information, the PACER Service Center's Federal tax identification number is 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 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:	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:	4560
PACER-Net Charges:	\$364.80

Previous Balance:	\$0.00
Current Charges:	\$364.80

Total Amount Due: \$364.80

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!

LOGIN ID

UD0330

DUE DATE

11/05/2007

AMOUNT DUE

\$364.80

Mail Payment to:

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



10/04/2007 14:30:00 M TO SCH 0 DIGIT 120
Paul H. Koëppel
U.S. Department of Hud Fec
52 Corporate Cir
Albany NY 12203-5176

PUBLIC ACCESS TO COURT ELECTRONIC RECORDS

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

PAYMENT INSTRUCTIONS

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:	0
Dial-Up PACER Billing Rate:	\$.60 / Minute
Dial-Up PACER Total Time:	00:00:00
<i>Dial-Up PACER Charges:</i>	<i>\$0.00</i>
<hr/>	
Number of PACER-Net Transactions :	4268
PACER-Net Billing Rate:	\$0.08 / Page
PACER-Net Total Web Pages:	6185
<i>PACER-Net Charges:</i>	<i>\$494.80</i>

Previous Balance:	\$0.00
Current Charges:	\$494.80
Total Amount Due:	\$494.80

PACER

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

LOGIN ID
UD0330

DUE DATE
02/04/2008

AMOUNT DUE
\$494.80

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



*****AUTO**SCH 3-DIGIT 127
Paul H. Koeppel
U.S. Department of Hud Eoc
52 CORPORATE CIR
ALBANY NY 12203-5176

PACER SERVICE CENTER INVOICE/STATEMENT

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

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

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login ID on your check. For your information, the PACER Service Center's Federal tax identification number is 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 05/05/2008. If we do not hear from you and your account becomes delinquent, you are subject to having the account disabled. The address below is for payments only. All other correspondence including address changes should be directed to the PACER Service Center, P.O. Box 780549, San Antonio, TX 78278. If you have any questions regarding this statement, you may contact the PACER Service Center at (800) 676-6856 or (210) 301-6440.

ACCOUNT SUMMARY

Number of Dial-Up PACER Transactions:	0
Dial-Up PACER Billing Rate:	\$.60 / Minute
Dial-Up PACER Total Time:	00:00:00
Dial-Up PACER Charges:	\$0.00
Number of PACER-Net Transactions :	4044
PACER-Net Billing Rate:	\$0.08 / Page
PACER-Net Total Web Pages:	5896
PACER-Net Charges:	\$471.68

Previous Balance:	\$0.00
Current Charges:	\$471.68
Total Amount Due:	\$471.68

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!

LOGIN ID

UD0330

DUE DATE

05/05/2008

AMOUNT DUE

\$471.68

Mail Payment to:

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



PAID BY CHECK
Paul H. Koeppl
U.S. Department of Hud Foc
Corporate Clr
Albany NY 12203-5176

(4/99)

PACER SERVICE CENTER INVOICE/STATEMENT

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

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

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login ID on your check. For your information, the PACER Service Center's Federal tax identification number is 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 08/04/2008. 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:	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 :	3944
PACER-Net Billing Rate:	\$0.08 / Page
PACER-Net Total Web Pages:	6592
PACER-Net Charges:	\$527.36

Previous Balance:	\$0.00
Current Charges:	\$527.36
Total Amount Due:	\$527.36

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!

LOGIN ID

UD0330

DUE DATE

08/04/2008

AMOUNT DUE

\$527.36

Mail Payment to:

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



UD0330 *****ASTO**SCHMIDT LE
Paul H. Koepfel
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

Paul H. Koepfel
U.S. Department of HUD
52 Corporate Cir
Albany NY 12203-5176

PACER QUARTERLY STATEMENT/INVOICE

LOGIN ID:	UD0330	Paul H. Koepfel
BILLING DATE:	01/06/2009	U.S. Department of Hud Foc
BILLING CYCLE:	10/01/08 to 12/31/08	518-464-4200
PAGE:	1	

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login id on your check. For your information, the Pacer Service Center's Federal tax identification number is 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 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.

ACCOUNT SUMMARY

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

Number of PACER-Net Transactions :	3663
PACER-Net Billing Rate:	\$ 0.08 / Page
PACER-Net Total Web Pages:	5578
PACER-Net Charges:	\$446.24

Previous Balance: \$0.00

Current Charges: \$446.24

Total Amount Due: \$446.24

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

PACER

Public Access to Court Electronic Records

LOGIN ID

UD0330

DUE DATE

02/02/2009

AMOUNT DUE

\$446.24

Paul H. Koepfel
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

PACER QUARTERLY STATEMENT/INVOICE

LOGIN ID:	UD0330	Paul H. Koeppele
BILLING DATE:	04/03/2009	U.S. Department of Hud Foc
BILLING CYCLE:	01/01/09 to 03/31/09	518-464-4200
PAGE:	1	

PAYMENT INSTRUCTIONS

Please do not send cash. We accept checks, money orders, Discover, Visa, Master Card, and American Express. Make checks drawn on a U.S. bank in U.S. dollars payable to: PACER Service Center and indicate the login id on your check. For your information, the Pacer Service Center's Federal tax identification number is 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 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.

ACCOUNT SUMMARY

Number of Dial-Up PACER Transactions:	0
Dial-Up PACER Billing Rate:	\$ 0.60 / Minute
Dial-Up PACER Total Time:	00:00:00
Dial-Up PACER Charges:	\$0.00
Number of PACER-Net Transactions :	5826
PACER-Net Billing Rate:	\$ 0.08 / Page
PACER-Net Total Web Pages:	9102
PACER-Net Charges:	\$728.16

Previous Balance:	\$0.00
Current Charges:	\$728.16
Total Amount Due:	\$728.16

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

PACER

Public Access to Court Electronic Records

LOGIN ID

UD0330

DUE DATE

05/04/2009

AMOUNT DUE

\$728.16

Paul H. Koeppele
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

ORDER FOR SUPPLIES OR SERVICES

Page 1 of 2

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

1. DATE OF ORDER 02/01/2007		2. CONTRACT NO. (if any) R72BA0001		6. SHIP TO: a. NAME OF CONSIGNEE. U. S. Dept. of HUD - Albany Office b. STREET ADDRESS. 52 Corporate Circle - 2nd Floor c. CITY Albany d. STATE NY e. ZIP CODE 12203-5121	
3. ORDER NO. S7N2AAC0001		4. REQUISITION/REFERENCE NO. R72BA0001		f. SHIP VIA:	
5. ISSUING OFFICE (Address correspondence to) U. S. DHUD - New York Contracting Operations 26 Federal Plaza New York NY 102780068					
7. To: a. NAME OF CONTRACTOR.				8. TYPE OF ORDER <input checked="" type="checkbox"/> a. Purchase <input type="checkbox"/> b. Delivery	
b. COMPANY NAME PACER SERVICE CENTER				Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.	
c. STREET ADDRESS. 7550 IH-10 W, STE 600				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on the side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY SAN ANTONIO		e. STATE TX		f. ZIP CODE 782295813	
9. ACCOUNTING AND APPROPRIATIONS DATA See page 2				10. REQUESTING OFFICE U. S. Dept. of HUD - Albany Office	

11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 01/31/2008		16. DISCOUNT TERMS	
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.					
13. PLACE OF a. INSPECTION Destination				b. ACCEPTANCE Destination			

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	DATA COLLECTION SERVICES Data Collection services for Bankruptcies. HUD Albany Office staff authorized to order. Maximum NTE \$2000. Minimum \$100 For period approx 2/1/2007 to 1/31/2008 *** Note *** Brian Dillon is the Government Technical Representative 518-464-4200 X2819	25,000.00	QTY	\$0.08	\$2,000.00	

TIN : 742747938. If you have any questions, please contact THOMAS F BUCELWICZ at (212) 542-7310

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages) \$0.00
	21. MAIL INVOICE TO:						
	a. NAME Address Shown in Blocks 6a and b Above						17(i) GRAND TOTAL \$2,000.00
	b. STREET ADDRESS (OR P.O. Box) Address Shown in Blocks 6a and b Above						
c. CITY See block 6 above		d. STATE ZZ		e. ZIP CODE			
22. UNITED STATES OF AMERICA BY (Signature)						23. NAME (Typed) THOMAS F BUCELWICZ TITLE: CONTRACTING/ORDERING OFFICER	

OPTIONAL FORM 347 (Rev 6/95)

ORDER FOR SUPPLIES OR SERVICES

Page 1 of 2

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

1. DATE OF ORDER 03/03/2008		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. S8N2AAC0004		4. REQUISITION/REFERENCE NO. R82BA0001		a. NAME OF CONSIGNEE. U. S. Dept. of HUD - Albany Office	
5. ISSUING OFFICE (Address correspondence to) U. S. DHUD - New York Contracting Operations 26 Federal Plaza New York NY 102780068				b. STREET ADDRESS. 52 Corporate Circle - 2nd Floor	
7. To:				c. CITY Albany	d. STATE NY
a. NAME OF CONTRACTOR.				e. ZIP CODE 12203-5121	
b. COMPANY NAME PACER SERVICE CENTER				f. SHIP VIA:	
c. STREET ADDRESS. 7550 IH 10 W, STE 600				8. TYPE OF ORDER <input checked="" type="checkbox"/> a. Purchase <input type="checkbox"/> b. Delivery	
d. CITY SAN ANTONIO		a. STATE TX	f. ZIP CODE 782295813	Reference your _____ Except for billing instructions on the reverse, this delivery order is subject to instructions contained on the side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATIONS DATA See page 2				10. REQUESTING OFFICE U. S. Dept. of HUD - Albany Office	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 03/31/2009	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	DATA COLLECTION SERVICES Data Collection Services for bankruptcies. HUD Albany Office staff authorized to order reports. Maximum NTE \$3000. Minimum \$100 For the period 4/1/2008 to 3/31/2009. Brian Dillon is technical representative 518-464-4200 X2819 *** Note *** Estimated usage 37,500 @ approx \$.08 each	1.00	QTY	\$3,000.00	\$3,000.00	

TIN : 742747938. If you have any questions, please contact THOMAS F BUCELWICZ at (212) 542-7310

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Address Shown in Blocks 6a and b Above						\$0.00
	b. STREET ADDRESS (OR P.O. Box) Address Shown in Blocks 6a and b Above						
c. CITY See block 6 above		d. STATE ZZ		e. ZIP CODE		\$3,000.00	
22. UNITED STATES OF AMERICA By (Signature)							
23. NAME (Typed) THOMAS F BUCELWICZ						TITLE: CONTRACTING/ORDERING OFFICER	

ORDER FOR SUPPLIES OR SERVICES

Page 1 of 2

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

1. DATE OF ORDER 03/24/2009		2. CONTRACT NO. (if any)		6. SHIP TO:		
3. ORDER NO. S9N2AAC0008		4. REQUISITION/REFERENCE NO. R92AH0005		a. NAME OF CONSIGNEE, HUD Albany Field Office		
5. ISSUING OFFICE (Address correspondence to) U. S. DHUD, - New York Contracting Operations 26 Federal Plaza New York NY 102780068				b. STREET ADDRESS. 52 Corporate Circle - 2nd Floor		
7. To:				c. CITY Albany	d. STATE NY	
				e. ZIP CODE 12203-5121		
a. NAME OF CONTRACTOR.				f. SHIP VIA:		
b. COMPANY NAME PACER SERVICE CENTER				8. TYPE OF ORDER <input checked="" type="checkbox"/> a. Purchase <input type="checkbox"/> b. Delivery		
c. STREET ADDRESS. 7550 IH 10 W, STE 600				Reference your _____ Except for billing instructions on the reverse, this delivery orders is subject to instructions contained on the side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY SAN ANTONIO		e. STATE TX	f. ZIP CODE 782295813	Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.		
9. ACCOUNTING AND APPROPRIATIONS DATA See page 2		10. REQUESTING OFFICE HUD Albany Field Office				
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED						
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 03/31/2010		
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS		
17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	DATA COLLECTION SERVICES Data collection services for bankruptcies. HUD Albany Office staff authorized to order reports. Maximum NTE \$3,000. Minimum is \$100. Performance period is from 4/1/09-3/31/2010. Brian Dillon is the government contact person: 518-464-4200 x2819 *** Note *** Invoices sent to address in block 21 with e-copy to Brian Dillon at brian.m.dillon@hud.gov. INVOICE MUST INCLUDE PO # S9N2AAC0008	1.00	QTY	\$3,000.00	\$3,000.00	
TIN : 742747938. If you have any questions, please contact ADDRESS M WILLIAMS at (212) 542-7315						
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
	21. MAIL INVOICE TO:					17(b) TOTAL (Cont. pages)
	a. NAME CASH MANAGEMENT AND INVESTMENT STAFF					
	b. STREET ADDRESS (OR P.O. Box) P.O. BOX 44815					17(c) GRAND TOTAL
	c. CITY WASHINGTON		d. STATE DC		e. ZIP CODE 20026	
22. UNITED STATES OF AMERICA BY (Signature)		23. NAME (Typed) THOMAS F BUCELWICZ		TITLE: CONTRACTING/ORDERING OFFICER		

ORDER FOR SUPPLIES OR SERVICES

Page 1 of 2

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

1. DATE OF ORDER 03/01/2005		2. CONTRACT NO. (if any)		5. SHIP TO:	
3. ORDER NO. S5N2AAC0021		4. REQUISITION/REFERENCE NO. R52BA0002		a. NAME OF CONSIGNEE. U. S. Dept. of HUD - Albany Office	
5. ISSUING OFFICE (Address correspondence to) U. S. HUD - New York Contracting Operations 26 Federal Plaza New York NY 102780068				b. STREET ADDRESS. 52 Corporate Circle - 2nd Floor	
7. To:				c. CITY Albany	d. STATE NY
a. NAME OF CONTRACTOR.				e. ZIP CODE 12203-5121	
b. COMPANY NAME Pacer Service Center				f. SHIP VIA:	
c. STREET ADDRESS. P. O. Box 277773				8. TYPE OF ORDER <input checked="" type="checkbox"/> a. Purchase <input type="checkbox"/> b. Delivery	
d. CITY Atlanta	e. STATE GA	f. ZIP CODE 30384		Reference your _____ Except for billing instructions on the reverse, this delivery order is subject to instructions contained on the side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
9. ACCOUNTING AND APPROPRIATIONS DATA See page 2				10. REQUESTING OFFICE U. S. Dept. of HUD - Albany Office	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/28/2006	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	OTHR PROFESSIONAL SERVICES PACER data retrieval service. Indefinite qty arrangement for period 3/1/2005 to 2/28/2006. *** Note *** Contact in Albany NY office for invoice submission and questions: Paul Koeppel 518-464-4200 X4244	25,000.00	EST	\$0.08	\$2,000.00	

TIN : 742747938. If you have any questions, please contact THOMAS F BUCELWICZ at (212) 542-7310

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Address Shown in Blocks 6a and b Above						\$0.00
	b. STREET ADDRESS (OR P.O. Box) Address Shown in Blocks 6a and b Above						
	c. CITY See block 6 above		d. STATE 33		e. ZIP CODE		17(i) GRAND TOTAL

22 UNITED STATES OF AMERICA
BY (Signature)

23 NAME (Typed)
THOMAS F BUCELWICZ

TITLE CONTRACTING/ORDERING OFFICER

ORDER FOR SUPPLIES OR SERVICES

Page 1 of 2

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

1. DATE OF ORDER 02/06/2006		2. CONTRACT NO. (if any)		6. SHIP TO:		
3. ORDER NO. S6N2AAC0005		4. REQUISITION/REFERENCE NO. R62BA0001		a. NAME OF CONSIGNEE U. S. Dept. of HUD - Albany Office		
5. ISSUING OFFICE (Address correspondence to) U. S. DHUD - New York Contracting Operations 26 Federal Plaza New York NY 102780068				b. STREET ADDRESS 52 Corporate Circle - 2nd Floor		
				c. CITY Albany	d. STATE NY	e. ZIP CODE 12203-5121
7. To:				f. SHIP VIA:		
a. NAME OF CONTRACTOR.				8. TYPE OF ORDER		
b. COMPANY NAME PACER SERVICE CENTER				<input checked="" type="checkbox"/> a. Purchase <input type="checkbox"/> b. Delivery		
c. STREET ADDRESS 7550 IH 10 W, SUITE 600				Reference your _____ Except for billing instructions on the reverse, this delivery order is subject to instructions contained on the side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY SAN ANTONIO		e. STATE TX	f. ZIP CODE 782295803	10. REQUESTING OFFICE U. S. Dept. of HUD - Albany Office		
9. ACCOUNTING AND APPROPRIATIONS DATA See page 2						

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 02/28/2007		16. DISCOUNT TERMS	
<input type="checkbox"/> a. SMALL		<input checked="" type="checkbox"/> b. OTHER THAN SMALL		<input type="checkbox"/> c. DISADVANTAGED		<input type="checkbox"/> d. WOMEN-OWNED	
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.					
13. PLACE OF							
a. INSPECTION Destination	b. ACCEPTANCE Destination						

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	DATA COLLECTION SERVICES DATA COLLECTION SERVICES FOR BANKRUPTCY-HUD Albany Office Effective 3/1/06-2/28/07. Indefinite quantity- Maximum NTE \$2000. Minimum \$100. *** Note *** BRIAN DILLION IS THE GOVERNMENT TECHNICAL REPRESENTATIVE 518-464-4200X219	25,000.00	EST	\$0.08	\$2,000.00	

TIN : 742747938. If you have any questions, please contact ADDRESS M WILLIAMS at (212) 542-7315

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Address Shown in Blocks 6a and b Above						\$0.00
	b. STREET ADDRESS (OR P.O. Box) Address Shown in Blocks 6a and b Above						
	c. CITY See block 6 above		d. STATE ZZ		e. ZIP CODE		\$2,000.00
22. UNITED STATES OF AMERICA BY (Signature)							
23. NAME (Typed) THOMAS F BUCSEWICZ						17(i) GRAND TOTAL	
TITLE: CONTRACTING/ORDERING OFFICER							

Procurer
Original
Copy (Clean)

These
pages
related

STP 3 AAC009 2

Lexus Axis

Provenant

ORDER FOR SUPPLIES OR SERVICES

Page 1 of 1

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

1. DATE OF ORDER 9-14-07		2. CONTRACT NO. (If any)		6. SHIP TO:	
3. ORDER NO. S7P3AAC0092		4. REQUISITION/REFERENCE NO. R7L0005		a. NAME OF CONSIGNEE. OFC OF HEALTHY HOMES AND LEAD HAZARD CONTROL	
5. ISSUING OFFICE (Address correspondence to) U. S. DHUD Philadelphia Contracting Operations Wanamaker Building 100 Penn Square East Philadelphia PA 191073380				b. STREET ADDRESS. 451 7th Street SW	
c. CITY Washington		d. STATE DC		e. ZIP CODE 20410	
7. To:				f. SHIP VIA:	
a. NAME OF CONTRACTOR.				8. TYPE OF ORDER <input checked="" type="checkbox"/> a. Purchase <input type="checkbox"/> b. Delivery	
b. COMPANY NAME LEXISNEXIS ENTERPRISE & LIBRARY SOLUTIONS				Reference your _____ Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheets, if any, including delivery as indicated.	
c. STREET ADDRESS. 4520 E WEST HWY # 800				Except for billing instructions on the reverse, this delivery orders is subject to instructions contained on the side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY BETHESDA		e. STATE MD		f. ZIP CODE 208143319	
9. ACCOUNTING AND APPROPRIATIONS DATA See page 2				10. REQUESTING OFFICE OFC OF HEALTHY HOMES AND LEAD HAZARD CONTROL	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED					
12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 09/20/2009	
13. PLACE OF a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	LEGAL SERVICES Online legal database system. 4 users/ids Access to law enforcement page is included. Performance period is 9/21/07 - 9/20/09. <i>Acct # 126 TPN</i>	24.00	QTY	\$2,569.44	\$61,666.56	

TIN : 521471842. If you have any questions, please contact DONNA CROWLEY at (215) 656-0674 ext. 3299

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME Address Shown in Blocks 6a and b Above						\$0.00
	b. STREET ADDRESS (OR P.O. Box) Address Shown in Blocks 6a and b Above						
	c. CITY See block 6 above		d. STATE ZZ		e. ZIP CODE		\$61,666.56
22. UNITED STATES OF AMERICA BY (Signature) <i>Maureen Musilli</i>							
23. NAME (Typed) MAUREEN MUSILLI						17(i) GRAND TOTAL	

TITLE: CONTRACTING/ORDERING OFFICER

CUMULATIVE FUNDING (ALL ACTIONS) FOR ORDER

S7P3AAC0092

LEXISNEXIS ENTERPRISE & LIBRARY SOLUTIONS

VENDOR TIN #: 521471842

ACCOUNTING AND APPROPRIATION DATA

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

Procurrent

590 AC50023

Reed
Eusevian

ORDER FOR SUPPLIES OR SERVICES

Page 1 of 1

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

1. DATE OF ORDER 06/10/2009		2. CONTRACT NO. (If any)		6. SHIP TO:		
3. ORDER NO. S9QACCS0023		4. REQUISITION/REFERENCE NO. R9HRO0009/PRQ-09-005		a. NAME OF CONSIGNEE. Assistant Secretary for Housing - Federal Housing Commissi.		
5. ISSUING OFFICE (Address correspondence to) HQ OCPO Program Support Division 451 7th Street SW Room 5268 Washington DC 20410-3000				b. STREET ADDRESS. 451 7th Street SW Room 9100		
c. CITY Washington		d. STATE DC		e. ZIP CODE 20410		
7. To:				f. SHIP VIA:		
a. NAME OF CONTRACTOR. JAMES RUTHERFORD				8. TYPE OF ORDER		
b. COMPANY NAME REED ELSEVIER, INC				<input checked="" type="checkbox"/> a. Purchase <input type="checkbox"/> b. Delivery		
c. STREET ADDRESS. 1150 18TH ST NW STE 600				Reference your		
d. CITY Washington				e. STATE DC		
f. ZIP CODE 200363843				Except for billing instructions on the reverse, this delivery orders is subject to instructions contained on the side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
9. ACCOUNTING AND APPROPRIATIONS DATA See page 2				10. REQUESTING OFFICE Housing Procurement Management Division		

11. BUSINESS CLASSIFICATION (Check appropriate box(es))

☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ d. WOMEN-OWNED

12. F.O.B. POINT Destination		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) 05/29/2010		16. DISCOUNT TERMS	
13. PLACE OF							
a. INSPECTION Destination	b. ACCEPTANCE Destination						

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)	QUANTITY ACCEPTED (G)
0001	MISCELLANEOUS ITEMS One(1) Year Online Access To Inforation Services. From June 12, 2009 through June 11, 2010. *** Note *** One (1) year Online Access To Information Services. From June 12, 2009 thru June 11, 2010. Lexis Nexis FEDLINK #LC09D7027	1.00	QTY	\$53,000.00	\$53,000.00	

TIN : 521471842. If you have any questions, please contact SANDRA D JOHNSON at (202) 708-1585

SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
	21. MAIL INVOICE TO:						
	a. NAME HUD CFO ACCOUNTING CENTER						\$0.00
	b. STREET ADDRESS (OR P.O. Box) US Dept of Housing & Urban Development 801 Cherry Street, Unit #45 Suite 2500						
c. CITY FT. WORTH		d. STATE TX		e. ZIP CODE 76102		\$53,000.00	17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA
BY (Signature)

23. NAME (Typed)
CLAUDIA S WOMBLE

TITLE: CONTRACTING/ORDERING OFFICER

CUMULATIVE FUNDING (ALL ACTIONS) FOR ORDER

S9QACCS0023

REED ELSEVIER, INC

VENDOR TIN #: 521471842

ACCOUNTING AND APPROPRIATION DATA

Line No.	Obligation No. Reservation No. BFY(s)	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 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.	Obligation No. Reservation No. BFY(s)	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 OBLIGATION:

\$53,000.00

Reel ECOVER

C-OPC-23071

Contract

Provant

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER R-2006-CA-00006		PAGE 1 OF	
2. CONTRACT NO. GS-02F-0048X/C-OPC-23071		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER C-OPC-23071		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL: >		3. NAME Tabitha McLeod		5. TELEPHONE NUMBER (No collect calls) 202-708-0614 ext 7132		8. OFFER DUE DATE/LOCAL TIME	
9. ISSUED BY U.S. Department of Housing & Urban Development Agency 451 7 th Street, SW RM 5256 Washington, DC 20410 Attn Office of the Chief Procurement Officer		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 511120 SIZE STANDARD: \$		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		12. DISCOUNT TERMS	
15. DELIVER TO Office of the General Counsel 451 7 th Street, NW Washington, DC 20410		16. ADMINISTERED BY Tabitha McLeod, Contract Specialist 202-708-0614 ext 7132					
17a. CONTRACTOR OFFEROR Reed Elsevier Inc, DBA Lexis/Nexis 9393 Springboro Pike Miamiaburg, OH 45342 TELEPHONE NO.		18a. PAYMENT WILL BE MADE BY U.S. Department of Housing & Urban Development (HUD) Fort Worth Accounting Center P. O. Box 2905 Fort Worth, TX 76113-2905		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER							

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	<p>The contractor shall provide HUD HQ Enforcement Center on-line access to Lexis/Nexis's Court link, Accurint, and Treatis services for legal information searches.</p> <p>See Section B for Schedule and Option year(s) pricing information.</p> <p>FY'07 funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.</p> <p>(Attach Additional Sheets as Necessary)</p>	1	LOT	\$384,435.00	\$384,435.00 Subject to the Availability of Funds (SAF)

25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$384,435.00 (SAF)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-1, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <u>OFFER</u> DATED <u>YOUR OFFER ON SOLICITATION</u> (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS			
30a. SIGNATURE OF OFFEROR/CONTRACTOR <i>James R. Murtin</i>				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>P. Bernado Murtin</i>			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) JAMES R. MURTIN MANAGER - CONTRACTS		30c. DATE SIGNED 29-SEP-06		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) P. BERNADO MURTIN		31c. DATE SIGNED 9/29/06	

Procurement says

there is no

Page 2 since
no funds were

OBLIGATED

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

STATEMENT OF WORK

Lexis/Nexis

A. Background: The Office of General Counsel is requiring a company to provide on-line 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 SERVICE--FIXED-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
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) 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) Citizenship-related requirements. Each affected contractor employee as described in paragraph (b) shall be:

(1) A United States (U.S.) citizen; 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.

(c) 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) Incident response notification. 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.

(l) Physical access to Federal Government facilities. 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) Subcontracts. 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) Control of access. 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) Subcontracts. 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 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) Control of access. 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) Subcontracts. 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) Control of access. 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) Subcontracts. 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 number	Delivery date	Payment
	deliverable		

(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 8MONTHS (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.

(c) *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 DISABLED FOR SPECIAL
DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER
ELIGIBLE 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 for 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 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 on-site 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.section508.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).

Provent

Mol 1

C-OPC-20371

Reed Elsevier

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID NO. **1** PAGE **1** OF **1** PAGES

2. AMENDMENT/MODIFICATION NO. **01** 3. EFFECTIVE DATE **10/1/06** 4. REQUISITION/PURCHASE REQUEST NO. **R-2007-CA-00001** 5. PROJECT NO. (If applicable)

6. ISSUED BY CODE **US DEPARTMENT OF HUD
OFFICE OF THE CHIEF PROCUREMENT OFR
451 7TH STREET, SW, RM5266
WASHINGTON, DC 20410-5000** 7. ADMINISTERED BY (If other than Item 6) CODE **TABITHA MCLEOD
CONTRACT SPECIALIST
202.708.0614 X7132
202.708.2933**

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) **REED ELSEVIER INC., DBA LEXIS/NEXIS
1150 18TH ST. NW SUITE 600
WASHINGTON, DC 20030** 9A. AMENDMENT OF SOLICITATION NO. **(v)** 9B. DATED (SEE ITEM 11)

ATTN: James Rutherford, Manager Contracts 10A. MODIFICATION OF CONTRACT/ORDER NO. **C-OPC-23071 / 65-024-0048m** 10B. DATED (SEE ITEM 13) **January 24, 2007**

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ☐ is extended ☐ is not extended

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(v) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b)
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: **FAR 52.232-18 AVAILABILITY OF FUNDS**
D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
TIN: 521-47-1842

The purpose of this modification is to obligate funds. Accordingly:

1) Funds in the amount of \$132,000.00 are hereby obligated under this contract, thereby making available for payment a total amount of **\$132,000.00**.

The Contract Amount shall now equal \$132,000.00.

2) This funding covers services through February 15, 2007. The Contractor's delivered services and/or goods shall not exceed the contract amount of \$132,000.00.

3) All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print) **Kelvin Glymph** 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) **CONTRACTING OFFICER**
15B. CONTRACTOR/OFFEROR **UNITED STATES OF AMERICA** 15C. DATE SIGNED **1/26/07** 16B. DATE SIGNED **1/26/07**
(Signature of person authorized to sign) (Signature of Contracting Officer)

C-OPC-23071 Mod 1

REED ELSEVIER, INC.

VENDOR TIN #: 521471842

ACCOUNTING AND APPROPRIATION DATA

Line No.	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	7QC23071000	0143	2500		
001	2007CA0001	C	2545		\$132,000
	2007	C			
TOTAL OBLIGATION:					\$132,000

STATEMENT OF WORK
Lexis/Nexis

A. Background: The Office of General Counsel is requiring a company to provide on-line 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 SERVICE--FIXED-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
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) 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) Citizenship-related requirements. 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) Incident response notification. 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.

(l) Physical access to Federal Government facilities. 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) Subcontracts. 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) Control of access. 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) Subcontracts. 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 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) Control of access. 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) Subcontracts. 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 number	Delivery date	Payment
	deliverable		

(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 8MONTHS (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 DISABLED FOR SPECIAL
DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER
ELIGIBLE 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 for 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 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 on-site 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.section508.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).

Present

mod 2

QOPC-2307/

Red
Ensever

2. AMENDMENT/MODIFICATION NO. 02		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST NO. R-2007-CA-00005		5. PROJECT NO. (If applicable) 1	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than item 6) CODE		8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) REED ELSEVIER INC., DBA LEXIS/NEXIS 1150 18 th ST. NW SUITE 600 WASHINGTON, DC 20030 ATTN: James Rutherford, Manager Contracts			
US DEPARTMENT OF HOUSING URBAN DEVELOPMENT AGENCY (HUD) OFFICE OF THE CHIEF PROCUREMENT OFR 451 7 th STREET, SW, RM 5266 WASHINGTON, DC 20410-5800		TABITHA MCLEOD CONTRACTING OFFICER/SPECIALIST E-MAIL: TABITHA_PAINSON-MCLEOD@HUD.GOV 202.402.7133 202.708.2933		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. C-OPC-20071/GS-02F-0048M 10B. DATED (SEE ITEM 13) 9/29/06			
CODE		FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 19, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or, (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(V)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212.4(c) Changes.
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
TIN: 521-47-1842

The purpose of this modification is to obligate funds. Accordingly:

1) Funds in the amount of \$21,652.00 are hereby obligated under this contract, thereby making available for payment a total amount of \$21,652.00.

The Contract Total Value Amount shall now equal \$153,652.00.

2) This funding covers services through April 30, 2007. The Contractor's agrees that delivered services and/or goods shall not exceed the contract modification amount of \$21,652.00.

3) All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print) James Rutherford, Manager Contracts		15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tabitha McLeod CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR <i>James Rutherford</i> (Signature of person authorized to sign)		15C. DATE SIGNED 13 APR 07	
		15D. UNITED STATES OF AMERICA BY <i>Tabitha McLeod</i> (Signature of Contracting Officer)	
		DATE SIGNED 4/13/07	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-106
STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

2. AMENDMENT/MODIFICATION NO. 02		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST R-2007-CA-00005		5. PROJECT NO. (If applicable) 1	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE					
US DEPARTMENT OF HOUSING URBAN DEVELOPMENT AGENCY (HUD) OFFICE OF THE CHIEF PROCUREMENT OFR 451 7 TH STREET, SW, RM 5266 WASHINGTON, DC 20410-5000		TABITHA MCLEOD CONTRACTING OFFICER/SPECIALIST E-MAIL: TABITHA_PAINSON-MCLEOD@HUD.GOV 202.402.7132 202.708.2933					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) REED ELSEVIER INC., DBA LEXIS/NEXIS 1150 18 TH ST. NW SUITE 600 WASHINGTON, DC 20030 ATTN: James Rutherford, Manager Contracts				(v)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. C-OPC-23071 / <u>CS-02F-0048M</u> 10B. DATED (SEE ITEM 13) <u>9/29/06</u>			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers ☐ is extended ☐ is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(v)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212.4(c) Changes.
	D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
TIN: 521-47-1842

The purpose of this modification is to obligate funds. Accordingly:

1) Funds in the amount of \$21,652.00 are hereby obligated under this contract, thereby making available for payment a total amount of \$21,652.00.

The Contract Total Value Amount shall now equal \$153,652.00.

2) This funding covers services through April 30, 2007. The Contractor's agrees that delivered services and/or goods shall not exceed the contract modification amount of \$21,652.00.

3) All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print) James Rutherford, Manager Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tabitha McLeod CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

ACCOUNTING AND APPROPRIATION DATA

Line	Obligation No.	Fund Code	Program	Reporting Cat.	
No.	Reservation No.	Budget Org. Code	Budget Obj. Code	Job Number	Obligated Amt.
	BFY(s)	Cost Org. Code	Amd No.	Closed BFYs/Fund	
002	7QC23071000	0143	2500		
001	2007CA0005	C	2545		\$21,652
	2007	C			
TOTAL OBLIGATION:					\$21,652

Prudent

pool 3

C-OPC-23071

Reed
Elsevier

2. AMENDMENT/MODIFICATION NO. 03		3. EFFECTIVE DATE June 12, 2007		4. REQUISITION/PURCHASE REQUEST NO. R-2007-CA-0010		5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE		1. pg		2. pg	
US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT AGENCY (HUD) OFFICE OF THE CHIEF PROCUREMENT OFFR 451 7 TH STREET, SW, RM 5266 WASHINGTON, DC 20410-5000		TABITHA MCLEOD CONTRACTING OFFICER/SPECIALIST E-MAIL: TABITHA_PAINSON-MCLEOD@HUD.GOV 202.402.7132 202.708.2933					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) REED ELSEVIER INC., DBA LEXIS/NEXIS 1150 18 TH ST. NW SUITE 600 WASHINGTON, DC 20030 ATTN: James Rutherford, Manager Contracts				(N)		9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
CODE				FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. C-OPC-23071 / GS-02F-0048M	
						10B. DATED (SEE ITEM 13) September 29, 2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required).

See Page Two

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

(N)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement of the Parties
	D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
TIN: 521-47-1842

The purpose of this modification is to incrementally add additional funds to this Delivery Order which has a firm fixed price total value of \$384,435.00.

Funds in the amount of \$153,652.00 have been previously obligated.

Funds in the amount of \$95,029.00 are hereby added and incrementally obligated to this Delivery Order.

The Delivery Order total funded and obligated amount is now \$248,681.00.

Funds in the amount of \$135,754 remain to be incrementally added and obligated in accordance with the base period of the Delivery Order.

The Contractor's agrees to stop performing all work required under this Delivery Order when the incrementally funded amount and/or totally funded/obligated amount specified herein has been reached. Further, the Contractor agrees that the incrementally funded amount or totally funded/obligated amount specified herein represents HUD's maximum financial liability under this contract except when subsequent pricing adjustments are specified by a specific term or clause (e.g., in the case of cost reimbursement contract indirect rate adjustments).

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print) James Rutherford, Manager Contracts		15B. CONTRACTOR/OFFEROR <i>James Rutherford</i> (Signature of person authorized to sign)		16C. DATE SIGNED 19 Jun 07		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Tabitha McLeod CONTRACTING OFFICER		16B. UNITED STATES OF AMERICA (Signature of Contracting Officer) <i>Tabitha McLeod</i>		DATE SIGNED 19 June 07	
---	--	--	--	-------------------------------	--	---	--	--	--	---------------------------	--

ACCOUNTING AND APPROPRIATION DATA

Line	Obligation No.	Fund Code	Program	Reporting Cat.	
No.	Reservation No.	Budget Org. Code	Budget Obj. Code	Job Number	Obligated Amt.
	BFY(s)	Cost Org. Code	Amd No.	Closed BFYs/Fund	
003	7QC23071000	0143	2500		
001	2007CA0010	C	2545		\$95,029
	2007	C			
TOTAL OBLIGATION:					\$95,029

~~PREVIOUS EDITION UNUSABLE~~

mod 4

C-OPC-20371

Reed
Elsevier

07/24/2007 12:55 H U D F S

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. 004	3. EFFECTIVE DATE SEE BLCK 15C	4. REQUISITION/PURCHASE REQUEST NO. R-2007-CA-00014	1. CONTRACT'S CODE	PAGE 1	OF 1	PAGES 2
--------------------------------------	-----------------------------------	--	--------------------	-----------	---------	------------

5. ISSUING OFFICE US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT AGENCY (HUD) OFFICE OF THE CHIEF PROCUREMENT OFFER 451 7TH STREET, NW, RM 5266 WASHINGTON, DC 20420-5000	6. ADMINISTERED BY (If other than item 4) SANDY BURTON CONTRACTING SPECIALIST E-MAIL: SANDRA_S_BURTON@HUD.GOV 202.402.7120 202.704.2933 - FAX
---	--

7. NAME AND ADDRESS OF CONTRACTOR (Firm, Street, County, State, and ZIP Code) REED STEVENS INC., DBA LBXIS/NERIS 1150 16th ST. NW SUITE 600, WASHINGTON, DC 20030 ATTN: James Rutherford. 202-857-4540, FAX: 202-354-4554	8. AMENDMENT OF SOLICITATION NO. NA DATED (SEE ITEM 11) 15A. MODIFICATION OF CONTRACT/ORDER NO. C-OPC-23071 / GS-02F-0040N 15B. DATED (SEE ITEM 13) September 29, 2006
--	---

9. CAGE	10. FACILITY CODE
---------	-------------------

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION

SEE PAGE TWO

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

(a) A THIS CHANGE ORDER (ISSUED PURSUANT TO 15A)	1. (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 14.
(b) THE ABOVE-NUMBERED CONTRACT/ORDER, MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 48.102 (2)	
(c) THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:	BILATERAL MODIFICATION - MUTUAL AGREEMENT
(d) OTHER (Specify type of modification and authority)	

IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitations/contracts, subject matter, where available.)

TIN: 521-47-1842

The purpose of this modification is to incrementally add additional funds to this Delivery Order which has a firm fixed price total value of \$361,438.00.

Funds in the amount of \$248,681.00 have been previously obligated.

Funds in the amount of \$80,000.00 are hereby added and incrementally obligated to this Delivery Order.

The Delivery Order total funded and obligated amount is now \$290,681.00.

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 agrees to stop performing all work required under this Delivery Order when the incrementally funded amount and/or totally funded/obligated amount specified herein has been reached. Further, the Contractor agrees that the incrementally funded amount or totally funded/obligated amount specified herein represents HUD's maximum financial liability under this contract except when subsequent pricing adjustments are specified by a specific term or clause (e.g., in the case of cost reimbursement contract indirect rate adjustment).

All other terms and conditions remain unchanged.

Signatures of authorized representatives of the contractor and the Government, and in full name and office, and the date and title of the contract (Type of contract)

JAMES RUTHERFORD, MANAGER - CONTRACTS 24 JUL 07	Joseph M. Giuliani, Contracting Officer 7/30/07
--	--

07/24/2007

12:55

H U D S

NO. 579

000

Page 2

C-OPC-23071 Mod 4

REED ELSEVIER, INC.

VENDOR TIN #: 521471842

ACCOUNTING AND APPROPRIATION DATA

Line	Obligation No.	Fund Code	Program	Reporting Cat.	
No.	Reservation No.	Budget Org. Code	Budget Obj. Code	Job Number	Obligated Amt.
	BFY(s)	Cost Org. Code	Amt No.	Closed BFYs/Fund	
004	7QC23071000	0143	2500		
001	2007CA0014	C	2545		\$50,000
	2007	C			
TOTAL OBLIGATION:					\$50,000

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1 CONTRACT ID

E

PAGE

OF

PAGES

AMENDMENT/MODIFICATION NO.

004

3 EFFECTIVE DATE

SEE BLCK 16C

4 REQUISITION/PURCHASE REQUEST NO.

R-2007-CA-00014

5 PROJECT NO (If applicable)

6 ISSUED BY

CODE

US DEPARTMENT OF HOUSING & URBAN
DEVELOPMENT AGENCY (HUD)
OFFICE OF THE CHIEF PROCUREMENT OFR
451 7TH STREET, SW, RM 5266
WASHINGTON, DC 20410-5000

7 ADMINISTERED BY (If other than Item 6)

CODE

SANDY BURTON
CONTRACTING SPECIALIST
E-MAIL: SANDRA_S._BURTON@HUD.GOV
202.402.7120
202.708.2933 - FAX

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

REED ELSEVIER INC., DBA LEXIS/NEXIS
1150 18th ST. NW SUITE 600, WASHINGTON, DC 20030
ATTN: James Rutherford, 202-857-4648, FAX: 202-354-4954

(V)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
C-OPC-23071 / GS-02F-0048M

10B. DATED (SEE ITEM 13)
September 29, 2006

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers

☐ is extended

☐ is not
extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE PAGE TWO

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

- (V) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b)
- X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
BILATERAL MODIFICATION - MUTUAL AGREEMENT
- D. OTHER (Specify type of modification and authority)

IMPORTANT: Contractor

☐

is not

☒

is required to sign this document and return

1

copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

TIN: 521-47-1842

The purpose of this modification is to incrementally add additional funds to this Delivery Order which has a firm fixed price total value of \$384,435.00.

Funds in the amount of \$248,681.00 have been previously obligated.

Funds in the amount of \$50,000.00 are hereby added and incrementally obligated to this Delivery Order.

The Delivery Order total funded and obligated amount is now \$298,681.00.

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 performing all work required under this Delivery Order when the incrementally funded amount and/or totally funded/obligated amount specified herein has been reached. Further, the Contractor agrees that the incrementally funded amount or totally funded/obligated amount specified herein represents HUD's maximum financial liability under this contract except when subsequent pricing adjustments are specified by a specific term or clause (e.g., in the case of cost reimbursement contract indirect rate adjustments).

All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Joseph M. Giuliani, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

DATE SIGNED

BY

(Signature of person authorized to sign)

(Signature of Contracting Officer)

ACCOUNTING AND APPROPRIATION DATA

Line No.	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.
004	7QC23071000	0143	2500		
001	2007CA0014	C	2545		\$50,000
	2007	C			
TOTAL OBLIGATION:					\$50,000

Present

Vol 5
C-OR-2037/

Recd
Eskvar

11/14/2007

07:43

H U D → F S

NO.180

P03

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF	PAGES
2. AMENDMENT/MODIFICATION NO. 005		3. EFFECTIVE DATE --9/28/2007--	4. REQUISITION/PURCHASE REQUEST NO. R-2007-CA-00017	
5. PROJECT NO. (If applicable)				
6. ISSUED BY US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT AGENCY (HUD) OFFICE OF THE CHIEF PROCUREMENT OFR 451 7TH STREET, SW, RM 5266 WASHINGTON, DC 20410-5000		7. ADMINISTERED BY (If other than Item 6) SANDY BURTON CONTRACTING SPECIALIST E-MAIL: SANDRA_S_BURTON@HUD.GOV 202.402.7120 202.708.2933 - FAX		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) REED ELSEVIER INC., DBA LEXIS/NEXIS 1150 18th ST. NW SUITE 600, WASHINGTON, DC 20030 ATTN: James Rutherford, 202-857-4648, FAX: 202-354-4954		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. C-OPC-23071 / GS-02F-0048M		
		10B. DATED (SEE ITEM 13) September 29, 2006		
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers
- Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or, (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.
12. ACCOUNTING AND APPROPRIATION DATA (If required)
8670143 OGC \$117,000.00 Obligated

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

- (V) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority)
FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT

IMPORTANT: Contractor ☐ is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
TIN: 521-47-1842

The purpose of this modification is to:

- (1) Change the period of performance for the base year and option years.
- (2) Add additional funding to CLINS 001 and 1001A.
- (3) Exercise Option 1 and apply funding.

(See Page 2)

Government Technical Representative is Diane Thompson 202-402-5090.

All other terms and conditions remain the same.

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

16A. NAME AND TITLE OF SIGNER (Type or print) JAMES RUTHERFORD, MANAGER - CONTRACTS		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey M. Non, Contract Officer	
16B. CONTRACTOR/OFFEROR James Rutherford (Signature of person authorized to sign)	16C. DATE SIGNED 14 Nov 07	16B. UNITED STATES OF AMERICA BY Jeffrey M. Non (Signature of Contracting Officer)	DATE SIGNED 14 Nov 07

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

11/14/2007

07:43

H U D → F S

NO.180 004

IPS

Page 1 of 1

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

HUD PROCUREMENT SYSTEM (HPS)

FUNDING FOR CONTRACT MODIFICATION C-OPC-23071 MOD 5

DATE: 09/30/2007
8:32 PM

LINE	OBLIGATION NO	FUND CODE	PROGRAM	RPT CATEGORY	DESCRIPTION	P/F	HPS RESERVED	HPS OBLIGATED	INTERFACE RESERVED	INTERFACE OBLIGATED	REMAINING
	BFY(s)	COST ORG CODE	AMEND NO	CLOSED BFY(s) / FUND	FLAG	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	BALANCE
X05	70C23071000	0143	2500								
X01	2007CA0017	C	2545								
	2007	C			F	\$117,000	\$117,000	\$117,000	\$117,000	\$117,000	
TOTAL:						\$117,000	\$117,000	\$117,000	\$117,000	\$117,000	

Page 2

C-OPC-23071 Mod 5

REED ELSEVIER, INC.

VENDOR TIN #: 521471842

ACCOUNTING AND APPROPRIATION DATA

Line	Obligation No.	Fund Code	Program	Reporting Cal.	Obligated Amt.
No.	Reservation No.	Budget Org. Code	Budget Obj. Code	Job Number	
	BFY(s)	Cost Org. Code	Amd No.	Closed BFYs/Fund	
005	7QC23071000	0143	2500		
001	2007CA0017	C	2545		\$117,000
	2007	C			
TOTAL OBLIGATION:					\$117,000

CONTRACT C-OPC-23071
MODIFICATION 005

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

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.

11/14/2007

07:43

H U D → F S

NO.180

007

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 OBLIGATED FUNDS:

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

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

Document

Doc # 6
Case 75071

Reed
Elsevier

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE	OF	PAGES
2. AMENDMENT/MODIFICATION NO. 006				3. EFFECTIVE DATE 9/28/2007	4. REQUISITION/PURCHASE REQUEST NO. R-2007-CA-00022		5. PROJECT NO. (if applicable)
6. ISSUED BY US DEPARTMENT OF HOUSING & URBAN DEVELOPMENT AGENCY (HUD) OFFICE OF THE CHIEF PROCUREMENT OFF 451 7TH STREET, SW, RM 5266 WASHINGTON, DC 20410-5000				7. ADMINISTERED BY (if other than item 6) SANDY BURTON CONTRACTING SPECIALIST E-MAIL: SANDRA.S.BURTON@HUD.GOV 202.402.7120 202.708.2933 - FAX			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) RRED ELSEVIER INC., DBA LEXIS/NEXIS 1150 18th ST. NW SUITE 600, WASHINGTON, DC 20030 ATTN: James Rutherford, 202-857-4648, FAX: 202-354-4954				(v) 9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MODIFICATION OF CONTRACT/ORDER NO. C-OPC-23071 / GS-02F-0048M			
				10B. DATED (SEE ITEM 13) September 29, 2006			
CODE				FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended							
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or, (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (if required) 06SEES OGC \$68,000.00 Obligated							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
(v)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b)						
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) MUTUAL AGREEMENT BY BOTH PARTIES						
	D. OTHER (Specify type of modification and authority)						
IMPORTANT: Contractor <input type="checkbox"/> is not <input checked="" type="checkbox"/> is required to sign this document and return 1 copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)							
The purpose of this is the following:							
(1) to add funding to CLIN 1001A - Legal Subscription services in the amount of \$68,000 from \$31,246.							
(2) The value of this contract is increased by \$68,000.00 from \$415,681.00 to \$483,681.00.							
Current Obligated funding is as follows:							
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							
TOTAL \$483,681.00							
(3) The period of performance is 09/28/07 through 9/27/2008.							
(4) 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. All other terms and conditions remain the same. TIN: 521-47-1842							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print) JAMES RUTHERFORD, MANAGER - CONTRACTS				18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jeffrey M. Non, Contract Officer			
15B. CONTRACTOR/OFFEROR James Rutherford (Signature of person authorized to sign)				15C. DATE SIGNED 14 Nov 07		18B. UNITED STATES OF AMERICA BY [Signature] (Signature of Contracting Officer)	
						DATE SIGNED 20 Nov 07	
NSN 7540-01-152-0070 PREVIOUS EDITION UNUSABLE				30-105		STANDARD FORM 30 (REV. 10-03) Prescribed by GSA FAR (48 CFR) 53.243	

DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
HUD PROCUREMENT SYSTEM (HPS)
FUNDING FOR CONTRACT MODIFICATION C-OPC-23071 MOD 5

DATE: 09/30/2007
8:37 PM

11/14/2007

07:43

H U D → F S

NO.180 009

LINE	OBLIGATION NO	FUND CODE	PROGRAM	RPT CATEGORY	DESCRIPTION	P/F	HPS RESERVED	HPS OBLIGATED	INTERFACE RESERVED	INTERFACE OBLIGATED	REMAINING
8FY(6)	RESERVATION NO	BUDGET ORG CODE	AMEND NO	CLOSED BY(6)/FUND	FLAG	AMOUNT	AMOUNT	AMOUNT	AMOUNT	AMOUNT	BALANCE
001	60C23071000	06SEES	2500								
001	2007CA0022	C	2545		F	\$68,000	\$68,000	\$68,000	\$68,000	\$68,000	
	2006 2007	C									
					TOTAL:	\$68,000	\$68,000	\$68,000	\$68,000	\$68,000	

Page 2

C-OPC-23071 Mod 6
REED ELSEVIER, INC.
VENDOR TIN #: 521471842

ACCOUNTING AND APPROPRIATION DATA

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

Provenant

Mod # 7

C-0A-23071

Reed
Elsevier

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE

OF

PAGES

1

3

2. AMENDMENT/MODIFICATION NO.
0073. EFFECTIVE DATE
04/17/20084. REQUISITION/PURCHASE REQUEST NO.
R-2008-CA-00004

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

U.S. Department of HUD
Office of the Chief Procurement Officer
Administrative and Mgmt Support Div
451 Seventh Street, SW; Room 5266
Washington, DC 20410-5000

7. ADMINISTERED BY (If other than Item 6)

Timothy G. Smith
Contracting Officer/Specialist
(202) 402-2826
(202) 708-2933 Fax
Timothy.G.Smith@hud.gov (email)

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

REED ELSEVIER INC., DBA LEXIS/NEXIS
1150 18th Street NW Suite 600
WASHINGTON, DC 20030

Attn: James Rutherford, 202-857-4648, FAX 202-354-4954

(v)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.
C-OPC-23071/GS-02F-0048M10B. DATED (SEE ITEM 13)
September 29, 2006

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers

is extended

is not
extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)--

Increase: 8680335/OGC/C/C Amount: Obligate \$200,000.00

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

- (v) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
- B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b)
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- X D. OTHER (Specify type of modification and authority)
Bilateral Modification - Mutual agreement of the parties.

IMPORTANT: Contractor

☐ Is not☒ Is required to sign this document and return

1

copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

TIN: 521471842

The purpose of this modification is to increase funding on CLIN 1001A - Legal Subscription Services and to revise the Payment and Invoice Submission clause. CLIN 1001A is increased from \$99,246.00, by \$200,000.00, to \$299,246.00. The total value of this contract is increased from \$483,681.00, by \$200,000.00, to \$683,681.00.

Current obligated funding is as follows:

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	\$ 200,000.00
TOTAL		\$ 683,681.00

The Contractor shall at no time exceed the funding available on this contract and the
(Continued page 3)

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

15A. NAME AND TITLE OF SIGNER (Type or print)

James Rutherford, Manager - Federal Contracts

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

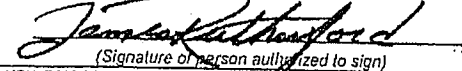
TIMOTHY G. SMITH

15B. CONTRACTOR/OFFEROR

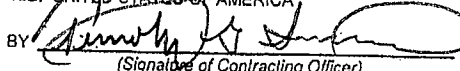
15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

DATE SIGNED


(Signature of person authorized to sign)

17 APR 08


(Signature of Contracting Officer)

4/17/2008

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ACCOUNTING AND APPROPRIATION DATA

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

Partial Payment Number	Applicable		Payment Amount
	Contract Deliverable	Delivery Date	
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)

Procurt

mod #5
O-OF-23071

Perd
El seven

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE

OF

PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

M0008

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQUEST NO.

R-2008-CA-00015

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

U.S. Department of Housing and
Urban Development (HUD)
Office of the Chief Procurement Officer
451 Seventh Street, SW Room 5266
Washington, DC 20410

7. ADMINISTERED BY (If other than Item 6)

CODE

James Mills, Contract Specialist
Office: 202 402-7102
Fax: 202 708-2933
Email: james.d.mills@hud.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Reed Elsevier INC.,DBA LEXIS/NEXIS
1150 18th Street NW Suite 600
Washington DC 20030
Atten: James Rutherford, 202-857-4648

(V)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.

C-OPC-23071

CODE

FACILITY CODE

10B. DATED (SEE ITEM 13)

9/29/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers

is extended

is not
extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or, (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

8680335 - \$16,268.0013. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.(V) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN
ITEM

10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.)
AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b).

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

X D. OTHER (Specify type of modification and authority)
FAR 43.103(b) Unilateral Modification

IMPORTANT: Contractor

is not

is required to sign this document and return

copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to add funding to CLIN 1001A – Legal Subscription Services in the amount of
\$16,268.00.

(1) The value of this contract is increased by \$16,268.00 from \$483,681.00 to \$499,949.00.

(2) The period of performance is through September 28, 2008.

(3) 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.

(4) All other terms and conditions remain the same.

TIN: 521-476-1842

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

KATHARINA WASHINGTON
CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

PREVIOUS EDITION UNUSABLE

STANDARD FORM 30 (REV. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

ACCOUNTING AND APPROPRIATION DATA

Line No.	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	8QC23071000	0335	2500		
001	2008CA0015	C	2545		\$16,268
	2008	C			
TOTAL OBLIGATION:					\$16,268

Grant

mod # 7

C-OPC-23071

Reed
Elsevier

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE

OF

PAGES

1

2

2. AMENDMENT/MODIFICATION NO.

M0009

3. EFFECTIVE DATE

See Block 16C

4. REQUISITION/PURCHASE REQUEST NO.

R-2008-CA-00017

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

U.S. Department of Housing and
Urban Development (HUD)
Office of the Chief Procurement Officer
451 Seventh Street, SW Room 5266
Washington, DC 20410

7. ADMINISTERED BY (If other than Item 6)

CODE

James Mills, Contract Specialist
Office: 202 402-7102
Fax: 202 708-2933
Email: james.d.mills@hud.gov

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Reed Elsevier INC., DBA LEXIS/NEXIS
1150 18th Street NW Suite 600
Washington DC 20030
Atten: James Rutherford, 202-857-4648

(v)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

C-OPC-23071

10B. DATED (SEE ITEM 13)

9/29/2006

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers

is extended

is not
extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or, (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment, you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

8680335 - \$ 50,000

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

(v)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN

ITEM

10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b).

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

X

D. OTHER (Specify type of modification and authority)
FAR 43.1(b) Unilateral Modification

IMPORTANT: Contractor

is not

X

is required to sign this document and return

2

copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to exercise Option Year 2 for Legal Subscription Services via Lexis/Nexis.

2. The period of performance is September 28, 2008 through September 27, 2009.

3. The value of this contract is increased by \$50,000 from \$499,949.00 to \$549,949.00.

4. This option to exercise Option Year 2 is incrementally funded in the amount of \$50,000. The contractor, at no time, shall exceed the funding available on 2002AA and 2002AB. The Government has no financial liability beyond the funding as set forth.

5. All other terms and conditions remain the same.

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

KATHARINA WASHINGTON
CONTRACTING OFFICER

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-88)
Prescribed by GSA
FAR (48 CFR) 53.243

ACCOUNTING AND APPROPRIATION DATA

Line No.	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.
003	8QC23071000	0335	2500		
001	2008CA0017	C	2545		\$50,000
	2008	C			
TOTAL OBLIGATION:					\$50,000

front

mod to 10
COPE-2371

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	OF	PAGES
			1		2
2. AMENDMENT/MODIFICATION NO. M0010	3. EFFECTIVE DATE See Block 16c.	4. REQUISITION/PURCHASE REQUEST NO. R-2009-CA-00001	5. PROJECT NO. (If applicable)		
6. ISSUED BY U.S. Department of Housing and Urban Development (HUD) Office of the Chief Procurement Officer 451 Seventh Street, SW Room 5266 Washington, DC 20410	CODE	7. ADMINISTERED BY (If other than Item 8) Katharina Washington, Contract Specialist Office: (202) 402-3240 Fax: (202) 708-2933 Email: Katharina.Washington@hud.gov		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code) Reed Elsevier Inc., DBA Lexis/Nexis 1150 18th Street, N.W. Suite 600 Washington, DC 20030 Attn: James Rutherford, (202) 857-4648 TIN: 5214761842		(V)	9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. C-OPC-23071		
CODE			10B. DATED (SEE ITEM 13) 09/29/2006		
FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
The numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;					
or, (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
X ACCOUNTING AND APPROPRIATION DATA (If required) 8690335 Net Increase of \$75,000.00 See Page 2					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(V)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b).				
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Bilateral Modification				
	D. OTHER (Specify type of modification and authority)				

IMPORTANT: Contractor is not ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

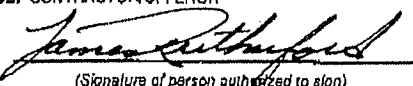
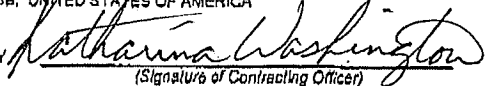
The purpose of this modification is to incrementally fund CLIN 2002A (Option Year 09/28/2008 – 09/27/2009) by \$75,000.00 from \$50,000.00 to \$125,000.00. Partial funding is authorized under Continuing Resolution H.R. 2638. The remaining unfunded amount of \$385,847.09 for this option period remains subject to the availability of funds and at no time shall the contractor exceed the funding available on this contract unless official notice is issued by a Contracting Officer.

As a result of this additional funding of \$75,000.00 the contract is increased from \$549,949.00 to \$624,949.00.

2. Separate services to reflect Line Item 1 – HUD Headquarters and Line Item 2 – HUD Enforcement Center.

TIN# 521471842

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

15A. NAME AND TITLE OF SIGNER (Type or print) James Rutherford, Contracts Manager, LexisNexis		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Katharina Washington, Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 12/18/08	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 12/24/08

ACCOUNTING AND APPROPRIATION DATA

Line No.	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	9QC23071000	0335	2500		
001	2009CA0001	C	2545		\$75,000
	2009	C			

TOTAL OBLIGATION:**\$75,000**

Med. J. cat. 61
QOPC-23071

Proant

Reed
Elsevier

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE		PAGE 1 OF 2	
2. AMENDMENT LOCATION NO. M0011		3. EFFECTIVE DATE See Block 16c.		4. REQUEST FOR PROPOSAL REQUEST NO. R-2009-CA-00006	
5. U.S. Department of Housing and Urban Development (HUD) Office of the Chief Procurement Officer 451 Seventh Street, SW Room 5266 Washington, DC 20410		6. ADMINISTERED BY (If other than item 5) Katharina Washington, Contract Specialist Office: (202) 402-3240 Fax: (202) 708-2933 Email: Katharina.Washington@hud.gov			
7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State, and ZIP Code) Reed Elsevier Inc., DBA Lexis/Nexis 1150 18 th Street, N.W. Suite 600 Washington, DC 20030 Attn: James Rutherford, (202) 857-4648 TIN: 5214761842		8. CODE		9. FACILITY CODE	
		10. AMENDMENT OF SOLICITATION NO.		11. DATED (SEE ITEM 11)	
		12. MODIFICATION OF CONTRACT ORDER NO.		13. DATED (SEE ITEM 13)	
		C-OPC-23071		09/29/2006	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers

is extended

is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods

a) By completing items 8 and 15 and returning copies of the amendment (b) By acknowledging receipt of this amendment on each copy of the offer submitted:

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

X ACCOUNTING AND APPROPRIATION DATA (If required) 8690335 Net Increase of \$70,700.00 See Page 2

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

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

A	THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
B	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b)
X	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF FAR 43.103(a)(3) Bilateral Modification
D	OTHER (Specify type of modification and authority)

IMPORTANT: Contractor is not X is required to sign this document and return 1 copies to the issuing office

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this modification is to incrementally fund CLIN 2002A (Option Year 09/28/2008 - 09/27/2009) by \$70,700.00. Partial funding is authorized under Continuing Resolution H.R. 2638. The remaining unfunded amount of \$315,147.09 for this option period remains subject to the availability of funds and at no time shall the contractor exceed the funding available on this contract unless official notice is issued by a Contracting Officer.

As a result of this additional funding of \$70,700.00 the contract is increased from \$624,949.00 to \$695,649.00.

TIN# 521471842

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

15A. NAME AND TITLE OF OWNER (Type or print)		15B. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Katharina Washington, Contracting Officer		Katharina Washington, Contracting Officer	
15C. DATE SIGNED		15D. UNITED STATES OF AMERICA	
4/10/2009		Katharina Washington	
15E. SIGNATURE OF CONTRACTOR OFFEROR		15F. SIGNATURE OF CONTRACTING OFFICER	
James Rutherford		Katharina Washington	
4/13/09		4/13/09	

30 105

STANDARD FORM 30 (REV 10-93)
Prescribed by GSA
FAR (48 CFR) 51.243

ACCOUNTING AND APPROPRIATION DATA

Line No.	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	C	2545		\$70,700
	2009	C			
TOTAL OBLIGATION:					\$70,700

Modification R to
COPC-28071

Pro Account

Reed
EL5000

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	OF	PAGES
			1		3
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST NO.	5. PROJECT NO. (If applicable)		
M0012	See Block 16c.	R-2009-CA-00009			
6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)		CODE	
U.S. Department of Housing and Urban Development (HUD) Office of the Chief Procurement Officer 451 Seventh Street, SW Room 5266 Washington, DC 20410		Katharina Washington, Contract Specialist Office: (202) 402-3240 Fax: (202) 708-2933 Email: Katharina.Washington@hud.gov			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)			9A. AMENDMENT OF SOLICITATION NO.		
Reed Elsevier Inc., DBA Lexis/Nexis 1150 18 th Street, N.W. Suite 600 Washington, DC 20030 Attn: James Rutherford, (202) 857-4648 TIN: 5214761842					
CODE			FACILITY CODE		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO.		
			X C-OPC-23071/GS-02F-0048M		
			10B. DATED (SEE ITEM 13)		
			09/29/2006		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers

is extended

is not extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or, (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

X ACCOUNTING AND APPROPRIATION DATA (If required) 8960335 Net Increase of \$224,300.00 See Page 2

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

(V)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X0	FAR 43.103(b) Unilateral

IMPORTANT: Contractor is not X is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. The purpose of this modification is to incrementally fund CLIN 2002A (Option Year 09/28/2008 - 09/27/2009) by \$224,300.00. At no time shall the contractor exceed the funding available on this contract unless official notice is issued by a Contracting Officer.

As a result of this additional funding of \$224,300.00 the contract is increased from \$895,649.00 to \$1,119,949.00.

TIN# 521471842

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
James Rutherford		Katharina Washington, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
James Rutherford	5/16/2009	Katharina Washington	5/17/09
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-162-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (REV. 10-63)
Prescribed by GSA
FAR (48 CFR) 53.243

ACCOUNTING AND APPROPRIATION DATA

Line No.	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.
003	9QC23071000	0335	2500		
001	2009CA0009	C	2545		\$224,300
	2009	C			
TOTAL OBLIGATION:					\$224,300

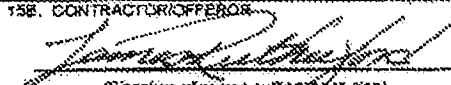
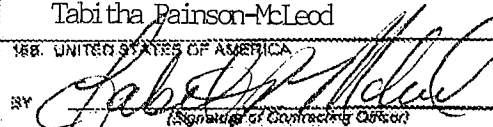
C-OPC-23071
Modification No. M0012
Page 3 of 3

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.

Modification 13
To C-OPC-23.71

Recd
Elsevier

Mount

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	OF	PAGES
			1	1	2
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQUEST NO.	5. PROJECT NO. (if applicable)		
M0013	See Block 16c.	R-2009-CA-00016			
6. ISSUED BY	CODE	7. ADMINISTERED BY (Name of Issuing Office)	CODE		
U.S. Department of Housing and Urban Development (HUD) Office of the Chief Procurement Officer 451 Seventh Street, SW Room 5266 Washington, DC 20410		Tabitha Painson-McLeod, Contract Specialist Office: (202) 402-7132 Fax: (202) 708-2933			
8. NAME AND ADDRESS OF CONTRACTOR (Inc., street, county, State, and ZIP Code)		(9)	9A. AMENDMENT OF SOLICITATION NO.		
Reed Elsevier Inc., DBA Lexis/Nexis 1150 18 th Street, N.W. Suite 600 Washington, DC 20030 Attn: James Rutherford, (202) 857-4648 TIN: 5214761842			9B. DATED (SEE ITEM 11)		
CODE		FACILITY CODE	10A. MODIFICATION OF CONTRACT/ORDER NO.		
			C-OPC-23071/GS-02F-0048M		
			10B. DATED (SEE ITEM 11)		
			09/29/2006		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
The numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers					
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:					
(a) By completing items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
X ACCOUNTING AND APPROPRIATION DATA (if required) 8960335 Net Increase of \$80,000.00 See Page 2					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(N)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM				
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b).				
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3) Bilateral				
IMPORTANT: Contractor is not X is required to sign this document and return 1 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation contract subject matter where feasible.)					
1. The purpose of this modification is to incrementally fund CLIN 2002A (Option Year 09/28/2008 - 09/27/2009) by \$80,000.00 which increases the total value of CLIN 2002A to \$420,000.00. At no time shall the contractor exceed the funding available on this contract unless official notice is issued by a Contracting Officer.					
As a result of this additional funding of \$80,000.00 the total value of the contract is increased from \$1,119,949.00 to \$1,199,949.00.					
2. The Administrative Contract Specialist is changed from Katharina Washington to Tabitha Painson-McLeod.					
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF BICRER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
James Rutherford, Manager - Federal Contracts		Contracting Officer Tabitha Painson-McLeod			
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED		
	6/4/2009	BY 	6/5/09		
(Signature of person authorized to sign)		(Signature of Contracting Officer)			

ACCOUNTING AND APPROPRIATION DATA

Line	Obligation No.	Fund Code	Program	Reporting Cat.	
No.	Reservation No.	Budget Org. Code	Budget Obj. Code	Job Number	Obligated Amt.
	BFY(s)	Cost Org. Code	Amd No.	Closed BFYs/Fund	
004	9QC23071000	0335	2500		
001	2009CA0016	C	2545		\$80,000
	2009	C			
TOTAL OBLIGATION:					\$80,000

Contract

C-OPC-23312

8

Read
Elsevier

Proant

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER

R-2008-W-00002

PAGE 1 OF

4

2. CONTRACT NO.

03CSFC70103

3. AWARD/EFFECTIVE
DATE

06/19/2008

4. ORDER NUMBER

C-OPC-23312

5. SOLICITATION NUMBER

6. SOLICITATION ISSUE DATE

7. FOR SOLICITATION

INFORMATION CALL:

>

a. NAME

Dana Y. Long

b. TELEPHONE NUMBER (No collect calls)

202-402-2442

8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY

CODE

U.S. Department of Housing & Urban
Development Agency
451 7th Street, S.W., Room 5256
Washington, DC 20410
Attn: Office of the Chief
Procurement Officer

10. THIS ACQUISITION IS

☒ UNRESTRICTED☐ SET ASIDE

% FOR

☐ SMALL BUSINESS☐ HUBZONE SMALL BUSINESS☐ B(A)

NAICS: 5111120

SIZE STANDARD:

11. DELIVERY FOR FOB

DESTINATION UNLESS

BLOCK IS MARKED

☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED
ORDER UNDER DPAS (15CFR 700)

13b. RATING

14. METHOD OF SOLICITATION

☐ RFQ☐ IFB☐ RFP

15. DELIVER TO

CODE

Office of the General Counsel
451 7th Street, S.W.
Washington, DC 20410

16. ADMINISTERED BY

CODE

LaVonne D. Acty, Contract Specialist
202-402-7132 (w)
202-708-2933 (f)
Email: Lavonne.D.Acty@hud.gov

17a. CONTRACTOR/

CODE

FACILITY

CODE

OFFEROR
Reed Elsevier, Inc. DBA Lexis/Nexis
9393 Springboro Pike
Miamisburg, OH 45342
POC: James Rutherford
TELEPHONE NO. 202-857-4648

18a. PAYMENT WILL BE MADE BY

CODE

U.S. Department of Housing & Urban Development (HUD)
Fort Worth Accounting Center
P.O. Box 2905
Fort Worth, Texas 76113-2905

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT
SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED

☐ SEE ADDENDUM

19. ITEM NO.

20. SCHEDULE OF SUPPLIES/SERVICES

21. QUANTITY

22. UNIT

23. UNIT PRICE

24. AMOUNT

0001

The contractor shall provide HUD HQ
Office of Public Affairs with online
database researchable newspaper and
periodical services under the
FEDLINK's Direct Express Option
Contract Number 03CSFC70103. The
period of performance will be from
June 19, 2008 through June 20, 2009.

1

Lot

\$216,074.00

(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA

8680333 (See page 2)

26. TOTAL AWARD AMOUNT (For Govt. Use Only)

Not to Exceed \$216,074.00

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES.

☒ TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS
SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS
SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

29. AWARD OF CONTRACT: REFERENCE OFFER.

DATED YOUR OFFER ON SOLICITATION

☐ (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH
ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)

James Rutherford, Manager - Contracts

30c. DATE SIGNED

6/19/08

31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)

Dana Y. Long

31c. DATE SIGNED

6/19/08

ACCOUNTING AND APPROPRIATION DATA

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

Procurement

Mod 1

to

C-OPG-23312

Per
EL server

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE

OF

PAGES

1

1

2. AMENDMENT/MODIFICATION NO.
M00013. EFFECTIVE DATE
See Block 16C4. REQUISITION/PURCHASE REQUEST NO.
R-2008-W-00003

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE

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

7. ADMINISTERED BY (If other than Item 6)

Lavonne D. Acty, Contract Specialist
202-402-7132 (w)
202-708-2933 (f)
Email: Lavonne.D.Acty@hud.gov

CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and ZIP Code)

Reed Elsevier, Ind. DBA Lexis/Nexis
9393 Springboro Pike
Miamisburg, OH 45342
POC: James Rutherford

(v)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

X

10A. MODIFICATION OF CONTRACT/ORDER NO.
C-OPC-23312

CODE

FACILITY CODE

10B. DATED (SEE ITEM 13)
June 19, 2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS



The numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers

is extended

is not
extended

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted;

or, (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If, by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

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

(v)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) AS SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103.(b)

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

X

D. OTHER (Specify type of modification and authority)

Unilateral Modification in accordance with HUDAR 2452.246-70, Inspection and Acceptance (FEB 2006)

IMPORTANT: Contractor



is not



is required to sign this document and return

copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to appoint Sherrill Hawkins as the Government Technical Representative.

a. Appoint Sherrill Hawkins as the Government Technical Representative in accordance with HUDAR clause 2452.246-70, Inspection and Acceptance (FEB 2006).

b. All other terms and conditions remain unchanged.

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Dana Y. Long

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

DATE SIGNED

BY

(Signature of Contracting Officer)

(Signature of person authorized to sign)

8/15/08

Project

Award/
Modification of

Enter Ages

Agreement

Fed Link Fiscal
Operations

Library of
Congress

CHRG Form 730

I-OPC -21054

Award/Modification of Interagency Agreement (IAA)

U.S. Department of Housing and
Urban Development

1. Type of Action <input checked="" type="checkbox"/> Award <input type="checkbox"/> Modification	2. Control Number 98-7057-00	3. IAA Number a. HUD IOPC21054 b. Other Agency IAG98-690118.HOUV	4. Modification Number	5. Effective Date 10/04/97
6. Name and Address of Other Agency FEDLINK Fiscal Operations Attn: IAG Library of Congress Washington, DC 20540-5110		7a. HUD Administering Office Office of Procurement and Contracts Administration Support Division 451 7th Street, SW, Room 5266 Washington, DC 20410		
		7b. Name of Administrator Janice E. Smith	7c. Phone No. (202) 708-1190	
8. Name and Phone No. of Other Agency's Project Monitor Kathy Williams 202-707-4900		9. Name and Phone No. of HUD Government Technical Representative Nathan Barnes 202-708-2014		

10. IAA Amount ☐ Incoming to HUD ☒ Outgoing from HUD

11. Other Agency Accounting and Appropriation Data			12. HUD Accounting and Appropriation Data		
a. Appropriation Symbol	b. Reservation No.	c. Agency Locator Code	a. Appropriation Symbol	b. Reservation No.	c. Agency Locator Code
			8680143/ARS/2532	1998ARS0006	86-01-0300
13. IAA Amount			14. Obligated Amount		
Previous Amount	\$	0.00	Amount Previously Obligated	\$	0.00
Amount this Action Increase (Decrease)	\$	9,963.00	Obligation By this Action Increase (Decrease)	\$	9,963.00
Total Amount	\$	9,963.00	Total Obligation	\$	9,963.00

15. Payment. HUD agrees to advance/reimburse funds up to the dollar amount obligated by this agreement, upon receipt of a properly executed Standard Form 1080 or 1081. The appropriate form must be executed in original and three carbon copies, be identified with agreement number and accounting data as shown in blocks 11 and 12 above, and transmitted to the office indicated below for payment. Any funds not utilized for the performance of the work described in this agreement must be returned to HUD.

L'Enfant Plaza Station
OPAC Disbursement Documents
P.O. Box 23283
Washington, DC 20026-3283

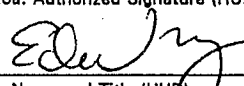
16. Project Objective/Description of Modification
This agreement is issued to provide library database services.

See Page(s) for project/modification description

17. Period of Performance of IAA/Modification
To September 30, 1998.

18. Pursuant to the Authority of:

☒ Agency Agreements (31 USC 1535) ☐ Basic Agreement (for modifications) ☐ Other (specify)

19a. Authorized Signature (Other Agency)	Date	20a. Authorized Signature (HUD)	Date
			11/12/97
b. Name and Title (Other Agency) See signature page		b. Name and Title (HUD) Edward T. Stever, Jr. Contracting Officer	

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	ID No. 002864
ML	Lexis/Nexis	Firm ID No. 1006WA
OC-G	OCLC General Online	ID: HOU
WE	Westlaw	Account #807-268-582

The Library of Congress
Financial Services Directorate
Washington, DC 20540

98-HOUV.00
B

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.

9/29/97
2 of 3

VI. SERVICE SCHEDULE.

98-690118.HOUV.00
B

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:				
D1 DIALOG INFORMATION RETRIEVAL SERV				
FT FEDLINK TRAINING				
ML LEXIS/NEXIS ELR				
OC G OCLC BIBLIO UTIL				
WE WESTLAW ELR				
TOTAL TO TRANSFER:		9,225.00	738.00	9,963.00

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:

FOR THE LIBRARY OF CONGRESS:

Kathy A. Williams
Kathy A. Williams, Budget Officer, Library of Congress

10/06/97
Date

FOR THE MEMBER:

Nathan J. Barnes
Funds Certification Officer

10/24/97
Date

Nathan J. Barnes
Name

(202) 708-3339 x256
Phone (Commercial # only please.)

Chief, Administrative Support Branch
Title

(202) 708-2014
Fax (Commercial # only please.)

Mgmt. and Transportation Division, OAMS

FUNDS CITATION: Please provide a funds citation for the full amount shown in Paragraph III, Payment.

CITATION: 8680143/2532

AMOUNT: \$9,963.00

APPROPRIATION PERIOD OF AVAILABILITY:

☒ One Year Funds
☐ No Year Funds
☐ Multi-year Funds, Fiscal Years of Availability:

☐ Non-Appropriated Funds

FUNDING DOCUMENT: The member requests that LC indicate acceptance of the attached local funding document number:

The member acknowledges that the terms of this IAG supersede the terms of the local funding document.

PAYMENT METHOD: Please provide your electronic funds transfer (EFT) information or an invoice address for manual billing:

☒ EFT: Provide your assigned Treasury Department Agency Locator Code (ALC) or other appropriate EFT authorization data.

☐ MANUAL BILLING: Payment in full of LC's invoice is due 30 days from the date you receive it. Please provide your invoice address:

86-01-0300