

ORDER FOR SUPPLIES OR SERVICES

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

1. DATE OF ORDER 05/09/2012	2. CONTRACT NO. (if any) GS02F0174N	6. SHIP TO:	
3. ORDER NO. HSBP1012F00134		4. REQUISITION/REFERENCE NO. 0020068238	
5. ISSUING OFFICE (Address correspondence to) DHS - Customs & Border Protection Department of Homeland Security 1300 Pennsylvania Ave, NW NP 1310 Washington DC 20229		a. NAME OF CONSIGNEE See Attached Delivery Schedule	
		b. STREET ADDRESS	
		c. CITY	d. STATE e. ZIP CODE
7. TO:		f. SHIP VIA	
a. NAME OF CONTRACTOR LEXIS NEXIS MATTHEW BENDER		8. TYPE OF ORDER	
b. COMPANY NAME		<input type="checkbox"/> a. PURCHASE -- Reference Your _____ . Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
c. STREET ADDRESS 1275 BROADWAY FEDERAL GOVERNMENT SALES		<input checked="" type="checkbox"/> b. DELIVERY -- Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY ALBANY	e. STATE NY	f. ZIP CODE 12204-2628	
9. ACCOUNTING AND APPROPRIATION DATA		10. REQUISITIONING OFFICE (b) (6)	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))					12. F.O.B. POINT
<input type="checkbox"/> a. SMALL	<input checked="" type="checkbox"/> b. OTHER THAN SMALL	<input type="checkbox"/> c. DISADVANTAGED	<input type="checkbox"/> d. WOMEN-OWNED	<input type="checkbox"/> e. HUBZone	Not applicable
<input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED	<input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM	<input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)			

13. PLACE OF		14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B POINT ON OR BEFORE (Date) 05/17/2012	16. DISCOUNT TERMS Net 30
a. INSPECTION	b. ACCEPTANCE			

17. SCHEDULE (See reverse for Rejections)						
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Accept
10	Access (b) (4) Larson Employment	(b) (4)	AU	(b) (4)	(b) (4)	
20	Access (b) (4) Computer Law		AU			
30	Access (b) (4) Prosec & Forfiat		AU			
40	Access (b) (4) Goods in Transit		AU			
50	Access (b) (4) Immigration Law Library		AU			
60	Access (b) (4) Intl Computer Law		AU			
70	Access (b) (4) Intellect Prop Counsel		AU			

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		\$6,159.25	17(h)TOT. (Cont. pages)
SEE BILLING		21. MAIL INVOICE TO:					
INSTRUCTIONS		a. NAME DHS - Customs & Border Protection		National Finance Center		\$13,711.25	17(i) GRAND TOTAL
REVERSE		b. STREET ADDRESS (or P.O. Box) PO Box 68908					
		c. CITY Indianapolis	d. STATE IN	e. ZIP CODE 46268			

22. UNITED STATES OF AMERICA BY (Signature)	23. NAME (Typed) JAGDISH NARAYAN TITLE: CONTRACTING/ORDERING OFFICER
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ORDER FOR SUPPLIES OR SERVICES
Schedule - Continuation

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

1. DATE OF ORDER
05/09/2012

2. CONTRACT NO. (if any)
GS02F0174N

3. ORDER NO.
HSBP1012F00134

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	Acpt
80	Access (b) (4) Nimmer on Copyright	(b) (4)	AU	(b) (4)	(b) (4)	
90	US Customs		AU			
100	Access (b) (4) Intl Copyright		AU			
110	Access (b) (4) Admin Law		AU			
120	Access (b) (4) Doing Bus in Canada		AU			
130	Access (b) (4) Immgration Law handbook		AU			

Federal Tax Exempt ID: 72-0408780

Emailing Invoices to CBP. As an alternative to mailing invoices to the National Finance Center as shown on page one of this award you may email invoices to: cbpinvoices@dhs.gov.

NOTES:

This Delivery Order is being issued for renewal of access of LexisNexis publications for the period of May 17, 2012 to May 16, 2013, as stated in the attached Statement of Work and DHC-CBP FY12 Renewal document.

All terms and conditions of Contract #GS02F0174N are in full force and effect.

Period of performance: (b) (4)

Contract Specialist:
Jagdish Narayan
Ph: 202 (b) (6)
Email: (b) (6) @dhs.gov

CBP POC :
(b) (6) / CBP LIBRARY
799 9TH ST NW 10TH FLOOR
WASHINGTON DC 20229

Vendor Note: All original invoices shall be provided to Customs and Border Protection, Indianapolis at:
DHS/CBP
National Finance center
PO Box 68908,
Indianapolis, IN 46268-0908

Or submit invoice via e-mail to
CBPINVOICES@dhs.gov
Provide an additional copy of the invoice to the CBP POC shown above.

- Attachment:
1. Statement of Work
 2. Renewal document titled "DHS CBP FY 2012 RENEWAL - 0098450014.xls"

By signing below, Mathew Binder accepts the Terms and Conditions of this Delivery Order:

(b) (4), (b) (6)

Name: (b) (4), (b) (6)

Title: Federal Govt Acct Mgr

Date: 5/7/12

**ITEMS AND PRICES, DELIVERY SCHEDULE AND ACCOUNTING DATA
FOR
DELIVERY ORDER: HSBP1012F00134**

I.1 SCHEDULE OF SUPPLIES/SERVICES

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT. PRICE
10	Access (b) (4) Larson Employment	1.000	AU	(b) (4)	(b) (4)
20	Access (b) (4) Computer Law	1.000	AU	(b) (4)	(b) (4)
30	Access (b) (4) Prosec & Forfiet	1.000	AU	(b) (4)	(b) (4)
40	Access (b) (4) Goods in Transit	1.000	AU	(b) (4)	(b) (4)
50	Access (b) (4) Immigration Law Library	1.000	AU	(b) (4)	(b) (4)
60	Access (b) (4) Intl Computer Law	1.000	AU	(b) (4)	(b) (4)
70	Access (b) (4) Intellect Prop Counsel	1.000	AU	(b) (4)	(b) (4)
80	Access (b) (4) Nimmer on Copyright	1.000	AU	(b) (4)	(b) (4)
90	US Customs	1.000	AU	(b) (4)	(b) (4)
100	Access (b) (4) Intl Copyright	1.000	AU	(b) (4)	(b) (4)
110	Access (b) (4) Admin Law	1.000	AU	(b) (4)	(b) (4)
120	Access (b) (4) Doing Bus in Canada	1.000	AU	(b) (4)	(b) (4)
130	Access (b) (4) Immgration Law handbook	1.000	AU	(b) (4)	(b) (4)

Total Funded Value of Award:

\$13,711.25

I.2 ACCOUNTING and APPROPRIATION DATA

ITEM #	ACCOUNTING and APPROPRIATION DATA	AMOUNT
10	6100.2577USCSGLCS0923040310Z63T12400HQ0106054800 IS3012577	(b) (4)
20	6100.2577USCSGLCS0923040310Z63T12400HQ0106054800 IS3012577	(b) (4)
30	6100.2577USCSGLCS0923040310Z63T12400HQ0106054800 IS3012577	(b) (4)
40	6100.2577USCSGLCS0923040310Z63T12400HQ0106054800 IS3012577	(b) (4)
50	6100.2577USCSGLCS0923040310Z63T12400HQ0106054800 IS3012577	(b) (4)
60	6100.2577USCSGLCS0923040310Z63T12400HQ0106054800 IS3012577	(b) (4)
70	6100.2577USCSGLCS0923040310Z63T12400HQ0106054800 IS3012577	(b) (4)
80	6100.2577USCSGLCS0923040310Z63T12400HQ0106054800 IS3012577	(b) (4)
90	6100.2577USCSGLCS0923040310Z63T12400HQ0106054800 IS3012577	(b) (4)
100	6100.2577USCSGLCS0923040310Z63T12400HQ0106054800 IS3012577	(b) (4)
110	6100.2577USCSGLCS0923040310Z63T12400HQ0106054800 IS3012577	(b) (4)
120	6100.2577USCSGLCS0923040310Z63T12400HQ0106054800 IS3012577	(b) (4)
130	6100.2577USCSGLCS0923040310Z63T12400HQ0106054800 IS3012577	(b) (4)

I.3 DELIVERY SCHEDULE

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
Customs and Border Protection 1300 Pennsylvania Avenue N W Washington, DC 20229	10	1.000	05/17/2012
	20	1.000	05/17/2012
	30	1.000	05/17/2012
	40	1.000	05/17/2012
	50	1.000	05/17/2012
	60	1.000	05/17/2012
	70	1.000	05/17/2012
	80	1.000	05/17/2012
	90	1.000	05/17/2012
	100	1.000	05/17/2012

DELIVER TO:	ITEM #	QTY	DELIVERY DATE
	110	1.000	05/17/2012
	120	1.000	05/02/2012
	130	1.000	05/02/2012

I.4 PAYMENT AND INVOICE INSTRUCTIONS (FEB 2012)

In order to request contract payment, the contractor shall submit a proper invoice, as defined by Federal Acquisition Regulation (FAR) 2.101 for payment in the manner and format described below.

SUBMISSION OF INVOICES

(a) The contractor shall submit an original invoice/voucher, via postal mail or electronic mail (email), simultaneously to the following:

(1) National Finance Center (NFC)

DHS/U.S. Customs and Border Protection
National Finance Center/Commercial Accounts
PO Box 68908
Indianapolis, Indiana 46268

OR email: cbpinvoices@dhs.gov

NOTE: For invoices with payment terms less than net 30, the subject line for all emailed invoices to the NFC must include the following text: "Per CBP, Net [state # days] Invoice".

(2) Contracting Officer or Contract Administrator (CO or CA) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection
Attention:
Jagdish Narayan
Contract Specialist
202 (b) (6)

OR email: (b) (6)@dhs.gov

(3) Contracting Officer's Representative (COR) *[fill in at time of award]*

DHS/U.S. Customs and Border Protection
Attention:
(b) (6)
Management Program Analyst
Information Resources Center
202 (b) (6)

OR email: (b) (6)@dhs.gov

(b) The contractor shall submit a copy of the original invoice/voucher for all DHS cost-reimbursement and time and material/labor hour contracts and delivery orders to the branch manager/resident auditor of the cognizant Defense Contract Audit Agency (DCAA) Field Audit Office. Copies may be sent to DCAA, via postal mail or email and must be sent at the same time the invoice/voucher is sent to the NFC, CO and COR. The CO shall provide the following information:

DCAA Field Office
Attention:

Phone:

Email:

- (c) In accordance with FAR 32.904(b), the CO, in conjunction with the COR and NFC, will determine whether the invoice is proper or improper within seven (7) days of receipt. Improper invoices will be returned to the contractor within seven (7) days of receipt.

INVOICE REVIEW AND APPROVAL REQUIREMENTS

- (a) To constitute a proper invoice, invoices shall include, at a minimum, all the items required in FAR 32.905.
- (1) The minimum requirements are:
- i. Name and address of the contractor.
 - ii. Invoice date and invoice number.
 - iii. Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
 - iv. Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
 - v. Shipping and payment terms (e.g. shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
 - vi. Name and address of contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
 - vii. Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.
 - viii. Taxpayer identification number (TIN).
 - ix. Electronic funds transfer (EFT) banking information.
 - x. Any other information or documentation required by the contract (e.g. evidence of shipment).
- (2) For cost reimbursement or time and material contracts (other than a contract for a commercial item), the contractor shall bill and maintain a record of indirect costs in accordance with FAR 52.216-7(d).
- (b) Supplemental documentation required for review and approval of invoices, at the written direction of the contracting officer, may be submitted directly to either the contracting officer, or the contracting officer's representative. Contractors shall submit all supplemental invoice documentation along with the original invoice.
- (c) Invoices that fail to provide the information required by the Prompt Payment clause (FAR 52.232-25) may be rejected by the Government and returned to the contractor.

ADDITIONAL INVOICE REQUIREMENTS

In addition to the invoice requirements contained in FAR 32.905 and FAR 52.216-7, the following also applies:

- (1) Invoices must include the following information to support all costs claimed:
- i. Period of performance for the costs claimed;
 - ii. Current amounts for each CLIN, if applicable;
 - iii. Current direct and indirect incurred costs, including fee;
 - iv. Cumulative amounts for each CLIN; and
 - v. Statement signed by an authorized company representative certifying that the costs in the invoice are accurate and complete.
- (2) The Government reserves the right to make invoice adjustments if associated costs are determined to be unallowable.

[End of Clause]

I.5 SPECIAL SECURITY REQUIREMENT - CONTRACTOR PRE-SCREENING (SEP 2011)

1. Contractors requiring recurring access to Government facilities or access to sensitive but unclassified information and/or logical access to Information Technology (IT) resources shall verify minimal fitness requirements for all persons/candidates designated for employment under any Department of Security (DHS) contract by pre-screening the person /candidate prior to submitting the name for consideration to work on the contract. Pre-screening the candidate ensures that minimum fitness requirements are considered and mitigates the burden of DHS having to conduct background investigations on objectionable candidates. The Contractor shall submit only those candidates that have not had a felony conviction within the past 36 months or illegal drug use within the past 12 months from the date of submission of their name as a candidate to perform work under this contract. Contractors are required to flow this requirement down to subcontractors. Pre-screening involves contractors and subcontractors reviewing:
 - a. Felony convictions within the past 36 months. An acceptable means of obtaining information on felony convictions is from public records, free of charge, or from the National Crime Information Center (NCIC).
 - b. Illegal drug use within the past 12 months. An acceptable means of obtaining information related to drug use is through employee self certification, by public records check; or if the contractor or subcontractor already has drug testing in place. There is no requirement for contractors and/or subcontractors to initiate a drug testing program if they do not have one already in place.
 - c. Misconduct such as criminal activity on the job relating to fraud or theft within the past 12 months. An acceptable means of obtaining information related to misconduct is through employee self certification, by public records check, or other reference checks conducted in the normal course of business.
2. Pre-screening shall be conducted within 15 business days after contract award. This requirement shall be placed in all subcontracts if the subcontractor requires routine physical access, access to sensitive but unclassified information, and/or logical access to IT resources. Failure to comply with the pre-screening requirement will result in the Contracting Officer taking the appropriate remedy.

Definition: *Logical Access* means providing an authorized user the ability to access one or more computer system resources such as a workstation, network, application, or database through automated tools. A logical access control system (LACS) requires validation of an individual identity through some mechanism such as a personal identification number (PIN), card, username and password, biometric, or other token. The system has the capability to assign different access privileges to different persons depending on their roles and responsibilities in an organization.

[End of Clause]

Statement of Work (SOW)

PR20068238

TITLE: Renewal of Lexis Nexis Matthew Bender Legal Electronic Publications

1. **BACKGROUND:** The OIT/IRC Library is responsible for providing information and research tools in various formats and topic areas to employees CBP wide.

The IRC is seeking to continue online web-based legal research services in order for CBP end-users to access the following Lexis Nexis Matthew Bender's publications; Computer Law, Prosecution & Defense Forfeiture, Doing Business in Canada, Administrative Law, International Computer Law, Immigration Law & Prosecution, Intellectual Counsel, International Copyright, Employment Discrimination, Sorkin Goods in Transit and US Customs.

SCOPE: The procurement is necessary in order to continue on-going access to the LexisNexis Matthew Bender's legal products and services which are vital to all CBP component offices in their areas of mission requirements. These publications will assist end-users in providing informational data for their assigned tasks. If access is not available the end-users would not be able to accurately and perform their daily duties and meet the specific mission requirements in securing the nation's borders.

2. **APPLICABLE DOCUMENTS:** *List relevant legal, regulatory, policy, and security documents. Include publication number, title, version, date, where the document can be obtained, etc. State which portions of the documents apply.*

3. **SPECIFIC TASKS:**

- a. *The vendor shall provide CBP's end-users unlimited access to the selected databases under this contract.*
- b. *Vendor will provide CBP administrator with password restricted access and a login id for one single sign-on access.*
- c. *Vendor will also provide the CBP administrator high-level access to modify and create login information.*
- d. *The vendor shall respond to issues dealing with technical support and login lock-out and IP addresses issues; 24 hours a day, 7 days a week.*
- e. *The vendor shall provide usage reports monthly or upon request by CBP account administrator.*
- f. *The vendor shall provide training via webinars, telephone or onsite as needed.*

4. **DELIVERABLES AND DELIVERY SCHEDULE:**

Login information for accessing the databases shall be received no later than the start date; May 17, 2012 and sent directly via email to the account administrator for coordination of access to designated users.

5. **GOVERNMENT-FURNISHED EQUIPMENT AND INFORMATION:** *Identify the Government-furnished equipment and information, if any, to be provided to the contractor, and identify any limitations on use. Be as specific as possible. Not Applicable*
6. **PLACE OF PERFORMANCE:** *Specify whether the work will be performed at the contractor's site or at a Government site. Provide exact address if possible. Describe any local or long distance travel the contractor will be required to perform. Not applicable. Access to the database is web-based.*
7. **PERIOD OF PERFORMANCE:** May 17, 2012 – May 16, 2013.
8. **SECURITY:** *State whether the work will be UNCLASSIFIED, CONFIDENTIAL, SECRET or TOP SECRET to include any background investigation requirements.*

The information retrieved from the Lexis Nexis Matthew Bender databases are considered sensitive and confidential for research purposes related to CBP mission requirements.

9. **SPECIAL CONSIDERATIONS:**

Technical Point of Contact:

(b) (6)

Email: (b) (6)@dhs.gov

Phone: 202 (b) (6)

LEXISNEXIS MATTHEW BENDER
ANNUAL SERVICE RENEWAL NOTICE

SHIP TO ACCOUNT: 0098450014

BILL TO ACCOUNT:

US DEPT OF HOMELAND SECURITY
MINT ANNEX
(b) (6) / CBP LIBRARY
799 9TH ST NW 10TH FLOOR
WASHINGTON
DC 20229

FED ID # 14-0499170
GSA # GS 02F-0174N
DUNS # 00207-3997

PO# Renewal Contract
We accept all major credit cards Net 30__ (w/purchase order) AMEX__ MC__ VISA__ DISC__ Card # _____ Expire Date: _____
Card Holder: _____

RETURN THIS NOTICE WITH
YOUR PURCHASE ORDER TO:
LEXISNEXIS MATTHEW BENDER
ATTN : (b) (4), (b) (6)
FEDERAL GOVERNMENT RENEWALS
1275 BROADWAY
ALBANY, NY 12204-2694

*** EACH PUBLICATION LISTED BELOW COVERS THE SERVICE PERIOD THROUGH THE END DATE SHOWN BELOW*****

Pub #	ISBN #	Description	START DATE	END DATE	Renew Price	# USERS	USER FEES	QTY	# MOS	EXTENDED PRICE
057	9780820538099	INTERNET LARSON EMPLOYMENT DISCRIMINATION	5-17-12	5-16-13	(b) (4)	(b) (4)	\$ -	(b) (4)	12	(b) (4)
068	9780820532592	INTERNET COMPUTER LAW	5-17-12	5-16-13	(b) (4)	(b) (4)	\$ -	(b) (4)	12	(b) (4)
099	9780820510996	PROSEC & DEF FORFEIT	5-17-12	5-16-13	(b) (4)	(b) (4)	\$ -	(b) (4)	12	(b) (4)
266	9780820537443	INTERNET GOODS IN TRANSIT	5-17-12	5-16-13	(b) (4)	(b) (4)	\$ -	(b) (4)	12	(b) (4)
302	9780820535159	INTERNET IMMIGRATION LAW LIBRARY	5-17-12	5-16-13	(b) (4)	(b) (4)	\$ -	(b) (4)	12	(b) (4)
318	9780820533452	INTERNET INTL COMPUTER LAW	5-17-12	5-16-13	(b) (4)	(b) (4)	\$ -	(b) (4)	12	(b) (4)
331	9780820533520	INTERNET INTELLECTUAL PROP COUNSEL	5-17-12	5-16-13	(b) (4)	(b) (4)	\$ -	(b) (4)	12	(b) (4)
604	9780820535135	INTERNET NIMMER ON COPYRIGHT	5-17-12	5-16-13	(b) (4)	(b) (4)	\$ -	(b) (4)	12	(b) (4)
757	9780820517575	US CUSTOMS	5-17-12	5-16-13	(b) (4)	(b) (4)	\$ -	(b) (4)	12	(b) (4)
2019	9780820539546	INTERNET INTERNATIONAL COPYRIGHT LAW	5-17-12	5-16-13	(b) (4)	(b) (4)	\$ -	(b) (4)	12	(b) (4)
2018	9780820555256	INTERNET ADMINISTRATIVE LAW	5-17-12	5-16-13	(b) (4)	(b) (4)	\$ -	(b) (4)	12	(b) (4)
2106	9780820546117	INTERNET DOING BUSINESS IN CANADA	5-17-12	5-16-13	(b) (4)	(b) (4)	\$ -	(b) (4)	12	(b) (4)
69130	9781422482353	IMMIGRATION LAW HANDBOOK 2012 Ed			(b) (4)	(b) (4)	\$ -	(b) (4)		(b) (4)
TOTALS					\$ 13,517.45		\$ -			\$ 13,711.25

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