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| 2. AMENDMENT/MODIFICATION NO. 0004 | 3. EFFECTIVE DATE 12/21/06 | 4. REQUISITION/PURCHASE REQ. NO. R2007-AY-00064 | 5. PROJECT NO. <i>(If applicable)</i> |
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| 6. ISSUED U.S. DEPARTMENT OF HOUSING & URBAN DEV. OFC. OF THE CHIEF PROCUREMENT OFFICER 451 7 TH STREET, SW., ROOM 5266 WASHINGTON, D.C. 20410 | 7. ADMINISTERED BY <i>(If other than Item 6)</i> U.S. DEPARTMENT OF HOUSING & URBAN DEV. OFC. OF THE CHIEF PROCUREMENT OFFICER 451 7 TH STREET, SW., ROOM 5266 WASHINGTON, D.C. 20410 |
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| 8. NAME AND ADDRESS OF CONTRACTOR <i>(No., street, county, State and ZIP Code)</i> TO ALL OFFERORS | (✓) | 9A. AMENDMENT OF SOLICITATION NO. R-OPC-23053-FINAL |
| | | 9B. DATED <i>(SEE ITEM II)</i> 10/31/06 |
| | | 10A. MODIFICATION OF CONTRACT/ORDER NO. |
| | | 10B. DATED <i>(SEE ITEM 13)</i> |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [x] 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 1 copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.** If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA *(if required)*

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

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| (✓) | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: <i>(Specify authority)</i> 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 <i>(such as changes in paying office, appropriation data, etc.)</i> 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 <i>(Specify type of modification and authority)</i> |

E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return ___ copies to the issuing office.

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

See attached continuation sheet.

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| 15A. NAME AND TITLE OF SIGNER <i>(Type or print)</i> | 16A. NAME AND TITLE OF CONTRACTING OFFICER <i>(Type or print)</i> ROBERT B. WISSMAN CONTRACTING OFFICER | | |
| 15B. CONTRACTOR/OFFEROR _____ <i>(Signature of person authorized to sign)</i> | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY _____ <i>(Signature of Contracting Officer)</i> | 16C. DATE SIGNED |

The purpose of this amendment is to provide additional questions and answers and to modify the solicitation as indicated below.

Accordingly:

Section G.8 is revised as follows:

Change From:

(1). G.8 ALL ITEMS TO BECOME PROPERTY OF THE GOVERNMENT

Title to all source and data furnished by the government, together with all plans, system analysis and design specifications and drawings, completed programs and documentation thereof, reports and listings, and all other items pertaining to the work and services to be performed under order pursuant to this contract, including any copyright shall become and remain with the government upon contract completion. The government shall have the full right to use each of these for its purposes, including but not necessarily limited to derivative use purposes, without compensation or approval on the part of the contractor. Consistent with its original and derivative use rights, the government shall have access to and the right to make copies of the above mentioned items. All proprietary programs shall be indicated as such in individual proposals.

Change To:

G.8 ALL ITEMS TO BECOME PROPERTY OF THE GOVERNMENT

Notwithstanding any other provision of this contract, title to all source data and software furnished to or by the government, together with all plans, system analysis and design specifications and drawings, completed programs and documentation thereof, reports and listings, and all other items pertaining to the work and services to be performed pursuant to this contract, including any copyright shall become and remain government property with the government upon applicable payment or contract completion, whichever should occur first. The government shall have the full right to use all such data for any government purpose, including but not necessarily limited to derivative use purposes, without further compensation to or approval by the contractor. Consistent with its original and derivative use rights, the government shall have access to and the right to make copies of, the aforementioned items. Any otherwise claimed proprietary programs shall be clearly indicated as such in individual proposals.

(2). Section I has been revised to add the following clause:

| NUMBER | TITLE | DATE |
|-----------|--|----------|
| 52.227-14 | RIGHTS IN DATA – GENERAL ALTERNATE III (JUN 1987) | JUN 1987 |

(3). Provide HUD's response to question no. 140 below.

| Question No. | Reference | Question | HUD's Response |
|---------------------|------------------|--|---|
| 140 | Section I | <p>Contains the standard data rights clauses (FAR 52.227-14, 52.227-16, and 52.227-19) which provides the Government with unlimited rights to data (and restricted rights in certain circumstances) but also allows contractors to retain rights, including copyrights. However G.8 goes further than the standard clauses by providing the Government with title to and copyrights to items produced. The inclusion of G.8 seems contrary to the reasoning behind the standard data rights clauses, which recognizes that allowing the contractor to retain rights encourages qualified contractors to participate in Government programs and bring innovative and creative concepts to them. In keeping with the spirit of the standard data rights clauses, would the Government consider deleting G.8 in its entirety and allowing the standard data rights clauses to remain in the ultimate contract? If not, could the Government explain what's driving the inclusion of G.8 in the contract</p> | <p>The purpose of Section G.8 is to underscore the extent of the government's asserted data rights in a manner consistent with the FAR. Nothing in the provision precludes contractor from pursuing its private commercial interests.</p> |

4. Revise HUD’s response to question no. 130 to delete 8.8 for Target Version.

130. Expected upgrade requirements at integration point for FHA & Ginnie Mae: Please provide updated information and complete the tables with current information for all the environments.

HUD’s RESPONSE: The offeror is requested to propose the target versions for PeopleTools and the PeopleSoft COTS modules. Ginnie Mae information is not available at this time.

| | HUD | FHA | GINNIE MAE | OFHEO |
|---|-----|---------|------------|-------|
| PeopleTools Upgrade Information | | | | |
| Will a PeopleTools upgrade be required at time of implementation? | NA | | | NA |
| Current PeopleTools version | NA | 8.46.08 | | NA |
| PeopleSoft Application Upgrade Information | | | | |
| Source version | NA | 8.8 | 8.9 | NA |
| Target version | NA | | | NA |