



U.S. Department of Justice
Justice Management Division
Enterprise Solutions Staff

Washington, D.C. 20530

VIA U.S. MAIL

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

Re: Freedom of Information Act Request Relating to PACER fees

Dear Mr. Malamud:

This is in response to your Freedom of Information Act (FOIA) request of May 20, 2009, for various documents related to the Department of Justice's use of and payment for the PACER system.

Enclosed are the documents responsive to your request. You sent a separate request to the Drug Enforcement Administration and the Office of the Solicitor General. We are responding on behalf of those offices.

We are providing the enclosed documents at no cost to you.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Miller".

Mark Miller
Assistant Director
Enterprise Solutions Staff
Justice Management Division



U. S. Department of Justice

RECEIVED
CORRESPONDENCE
UNIT

APR 29 10 52 AM '02

RECEIVED

MAY 22 2002

ADMINISTRATIVE OFFICE
OF THE
UNITED STATES COURTS
WASHINGTON, DC 20544

Washington, D.C. 20530

Legal Programs, EOUSA

April 17, 2002

Mr. Leonidas Ralph Mecham
Director
Administrative Office of U.S. Courts
Thurgood Marshall Federal Judiciary Building
1 Columbus Circle, N.E.
Washington, DC 20544

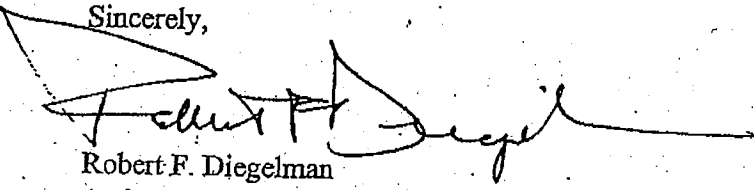
Dear Mr. Mecham:

In response to discussions between the Administrative Office of the United States Courts and the Department of Justice regarding fees for access to electronic case information, I enclose the executed **Interagency Agreement Between the U.S. Department of Justice (DOJ) and the Administrative Office of the U.S. Courts (AOUSC) Regarding Public Access to Court Electronic Records (PACER) Use.**

I understand that this agreement memorializes the AOUSC proposed annual PACER subscription for the Department of Justice for electronic access to case information in the federal courts, including the Case Management/Electronic Case Files (CM/CF) systems. The subscription fee is to be based on past actual usage and revised periodically to ensure that the fees imposed correspond to the level of use. The first year's subscription will begin Fiscal Year 2003 and will be based on PACER usage by the Department of Justice in recent years which has been approximately \$800,000 per year.

The Department of Justice appreciates the opportunity to work with AOUSC and the Judicial Conference on issues related to electronic access to case information. If you have any questions, please contact Jeanette Plante, Special Assistant United States Attorney, Legal Programs at (202) 616-6459, who is the point of contact for the Department on CM/ECF issues.

Sincerely,


Robert F. Diegelman
Acting Assistant Attorney General
for Administration

Enclosure

175

**INTERAGENCY AGREEMENT
BETWEEN THE
DEPARTMENT OF JUSTICE (DOJ)
AND THE
ADMINISTRATIVE OFFICE OF THE UNITED STATES COURTS (AOUSC)
REGARDING
PUBLIC ACCESS TO COURT ELECTRONIC RECORDS (PACER) USE**

I. PURPOSE

This agreement provides for a single annual PACER invoice and payment for use of the judiciary's electronic public access systems by the DOJ and its employees acting in their official capacities, in lieu of the unit charges otherwise applicable. It does not alter the nature of the PACER service, to which DOJ has been a subscriber since 1991, in any other way.

II. MISSION

This agreement covers all access to the PACER system of the United States judiciary by the DOJ and its employees during Fiscal Year 2003. This access includes all case file data filed from the judiciary's Case Management/Electronic Case Files (CM/ECF) system, unless such access is restricted by the court (e.g. sealed documents).

III. PERIOD OF AGREEMENT

This agreement is effective from October 1, 2002 until September 30, 2003. The agreement will be automatically renewed annually. The agreement will terminate automatically in case of failure by DOJ to make payment in a timely manner or by the agreement of the parties.

IV. INVOICING AND PAYMENT

At the beginning of the fourth quarter of fiscal year 2002, in conjunction with the regular PACER billing cycle, the PACER Service Center will issue an invoice for \$800,000, an amount representing the actual per unit use of PACER services by DOJ employees for the 12 month period from July 1, 2001, through June 30, 2002, and agreed upon between the AOUSC and DOJ as payment in full for the use of PACER by DOJ employees for fiscal year 2003. DOJ will pay this amount in accordance with the standard payment procedure applicable to PACER customers.

For each subsequent fiscal year, an invoice will be prepared reflecting actual per unit use of PACER by DOJ employees covered by this agreement from July 1 through June 30 of the preceding the fiscal year, at the charges set forth in the *EPA Fee Schedule* current at the beginning of the fiscal year for which payment will be made. In order to track this figure, the PACER Service Center will make quarterly usage reports available to DOJ on its Internet site (<http://pacer.psc.uscourts.gov>).

V. CONTACT PERSONNEL

AOUSC

Mary Stickney
Chief
EPA Program
1 Columbus Circle, NE
Washington, DC 20544,
Telephone (202) 502-1500

DOJ

Jeanette Plante
Special Assistant United States Attorney
Electronic Litigation Files Program Office
600 E Street, NW, Room 7600
Washington, DC 20530
Telephone (202) 616-6459

VI. AMENDMENTS

This agreement may be amended at any time by written agreement by the undersigned, their successors or other authorized officials.

ACCEPTANCE

Administrative Office of the United States Courts

By: George H. Schaffer

George Schaffer

5-8-02

Title: Assistant Director
Finance and Budget

U.S. Department of Justice

By: Robert L. Diegelman

Robert L. Diegelman

4/17/02

Title: Acting Assistant Attorney
General for Administration

From: Ciccone, Anthony (USAEO)
Sent: Thursday, September 15, 2005 3:30 PM
Subject: ECF/PACER – Suggested practices for accessing e-filings

As the courts continue moving toward full deployment of the Judicial Conference's new Electronic Case Filing (i.e., "e-filing") system, reliable electronic access becomes increasingly important. Here are the three principal means of access, to date, using ECF/PACER-generated NEFs, Lexis's CourtLink service, and West Docket Alerts.

"First Free Look" via PACER

Whenever a document is filed electronically, all parties-of-record receive a Notice of Electronic Filing ("NEF") from the court. Basically, the NEF is an e-mail with a link to an Adobe PDF filing, and all parties get one "free look" at each filing by clicking on a hyperlink in the NEF.

After the first free look, however, PACER charges an access fee of \$.08/page to view the document again. So, unless the document was downloaded during the first free look, PACER fees will accrue in connection with subsequent access.

Here's how you can tell if your "look" is free: If you are taken directly into the e-filed document after clicking the hyperlink in the NEF, you're getting a free look. However, if you click that link again, you will instead be taken to the PACER login page, which will track how many pages you access for computation of DOJ's billables in the next fiscal year.

Note: U.S. Attorneys Offices incurred \$946,835 in PACER access charges in FY-06, based on FY-05 usage, per the Department's MOU with the courts, which was reaffirmed on Sept. 29, 2004, subject to possible enhancements in DOJ enterprise-level data exchange systems (see <http://10.173.2.12/usao/eousa/ecf/fees.html>, 9/29/04 Controller Memo).

Subsequent Access via West Docket Alerts & Lexis CourtLink

To minimize PACER costs – pending development of possible long-term Departmental data-exchange solutions – individual attorneys should avail themselves of certain new West and Lexis services after getting their "first free look" via the ECF/PACER-generated NEF.

More specifically, **West Docket Alerts** are like NEFs, insofar as they alert users to any docket activity in a case via e-mail. Even better, attorneys can receive West Docket Alerts even in those courts in which they are not admitted to the local ECF bar. (Unfortunately, despite DOJ requests, the courts do not expect to offer attorneys one nationwide ECF password for the foreseeable future.)

However, West Docket Alerts don't provide a "hyperlink" to the actual Adobe PDF filing. Rather, to access individual PDF case filings, we can use **Lexis' CourtLink**, service, which allows us unlimited access to court filings as part of our lump sum contract.

In light of the foregoing, consideration should be given to the following four-prong strategy for reliable, cost-effective electronic access to e-filings:

1. Centralization of West/Lexis/PACER account management.

When attorneys arrive and depart, they should be signed up for (and later terminated from) PACER access at the same time they're signed up for West & Lexis access on a standardized Network User Account form. NOTE: "Shared" PACER passwords should not be used, so as to avoid security and billing issues.

2. PACER Access for "First Free Look."

Attorneys should be advised that only the "first look" in the NEF is free, and subsequent PACER access is billed at the rate of \$.08/page, so they should only use PACER for the first free look.

3. Lexis/CourtLink for subsequent access.

After PACER's "first free look," attorneys should be encouraged to use Lexis' CourtLink service to access court filings a second or subsequent time.

4. West Docket Alerts for docketing notifications in distant locations.

And, to be notified of case activity in cases where attorneys have not been admitted to a local court's ECF bar, West Docket Alerts can be used to receive case activity notices, in conjunction with CourtLink to access the underlying PDF document.

<http://10.173.2.12/usao/eousa/ecf/info/20050913-PACER.rtf>

AGENCY CODE: DOJ David Bethea
BILLING DATE: 10/25/02 U.S. Department of Justice
BILLING CYCLE: 10/01/02 - 09/30/03 PHONE:

***** Invoice *****

DUE DATE: 11/25/02

TOTAL TIME: Unlimited per attached agreement

TOTAL WEB PAGES ACCESSED: Unlimited per attached agreement

PREVIOUS BALANCE: \$ 0.00

CURRENT CHARGES : \$ 800,000.00

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TOTAL AMOUNT DUE: \$ 800,000.00

This invoice is for the agreement between the Administrative Office of the U.S. Courts and the Department of Justice by which, in return for a one-time annual payment, all DOJ users will have unlimited access to the federal judiciary's PACER (Public Access to Court Electronic Records) system in Fiscal year 2003. This agreement, which is effective October 1, 2002, can be extended to subsequent years if both parties consent, with future payments to be based on the quantity of actual DOJ PACER usage during the preceding year.

**** PAYMENT INSTRUCTIONS ****

PLEASE TRANSFER FUNDS TO:

PACER SERVICE CENTER
CASHLINK ACH RECEIVER
P.O. BOX 780549
SAN ANTONIO, TX 78278
ACCOUNT NUMBER: 220018
ROUTING TRANSIT: #051036706

PLEASE INDICATE THE BILLING CYCLE AND PAYMENT AMOUNT ON THE TRANSFER NARRATIVE STATEMENT.

BILLING INQUIRIES SHOULD BE DIRECTED TO (800) 676-6856 OR (210) 301-6440 WITHIN THE SAN ANTONIO, TEXAS AREA. THE PACER SERVICE CENTER'S FEDERAL TAX IDENTIFICATION NUMBER IS 74-2747938.

U.S. Department of Justice
Justice Management Division
FS/FOS/Fiscal and Data Services Section
600 E Street NW, Room 4045
Washington, D.C. 20530

PACER SERVICE CENTER

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

AGENCY CODE: DOJ David Bethea
BILLING DATE: 10/14/2003 U.S. Department of Justice
BILLING CYCLE: 10/01/03 - 09/30/04 PHONE:



J00263624

***** Invoice *****

DUE DATE: 11/14/03

TOTAL TIME: Unlimited per attached agreement

TOTAL WEB PAGES ACCESSED: Unlimited per attached agreement

PREVIOUS BALANCE: \$ 0.00

CURRENT CHARGES : \$2,029,551.51

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TOTAL AMOUNT DUE: \$2,029,551.51

This invoice is for the agreement between the Administrative Office of the U.S. Courts and the Department of Justice by which, in return for a one-time annual payment, all DOJ users will have unlimited access to the federal judiciary's PACER (Public Access to Court Electronic Records) system in Fiscal year 2004. This agreement, which is effective October 1, 2003, can be extended to subsequent years if both parties consent, with future payments to be based on the quantity of actual DOJ PACER usage during the preceding year.

**** PAYMENT INSTRUCTIONS ****

PLEASE TRANSFER FUNDS TO:

PACER SERVICE CENTER
CASHLINK ACH RECEIVER
P.O. BOX 780549
SAN ANTONIO, TX 78278
ACCOUNT NUMBER: 220018
ROUTING TRANSIT: 4051036706

PLEASE INDICATE THE BILLING CYCLE AND PAYMENT AMOUNT ON THE
TRANSFER NARRATIVE STATEMENT.

BILLING INQUIRIES SHOULD BE DIRECTED TO (800) 676-6856 OR (210)
301-6440 WITHIN THE SAN ANTONIO, TEXAS AREA. THE PACER SERVICE
CENTER'S FEDERAL TAX IDENTIFICATION NUMBER IS 74-2747938.

U.S. Department of Justice
Justice Management Division
FS/FOS/Fiscal and Data Services Section
600 E Street NW, Room 4045
Washington, D.C. 20530

PUBLIC ACCESS TO COURT ELECTRONIC RECORDS

0070 010 207 '001 VUJ

0070 010 207 '001 VUJ

TOTAL P.03

PACER SERVICE CENTER

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

AGENCY CODE: DOJ David Bethea
BILLING DATE: 10/14/2003- U.S. Department of Justice
BILLING CYCLE: 10/01/03 - 09/30/04 PHONE:

***** Invoice *****

DUE DATE: 11/14/03

TOTAL TIME: Unlimited per attached agreement

TOTAL WEB PAGES ACCESSED: Unlimited per attached agreement

PREVIOUS BALANCE: \$ 0.00

CURRENT CHARGES : \$2,029,551.51

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TOTAL AMOUNT DUE: \$2,029,551.51

This invoice is for the agreement between the Administrative Office of the U.S. Courts and the Department of Justice by which, in return for a one-time annual payment, all DOJ users will have unlimited access to the federal judiciary's PACER (Public Access to Court Electronic Records) system in Fiscal year 2004. This agreement, which is effective October 1, 2003, can be extended to subsequent years if both parties consent, with future payments to be based on the quantity of actual DOJ PACER usage during the preceding year.

**** PAYMENT INSTRUCTIONS ****

PLEASE TRANSFER FUNDS TO:

PACER SERVICE CENTER
CASHLINK ACH RECEIVER
P.O. BOX 780549
SAN ANTONIO, TX 78278
ACCOUNT NUMBER: 220018
ROUTING TRANSIT: #051036706

PLEASE INDICATE THE BILLING CYCLE AND PAYMENT AMOUNT ON THE TRANSFER NARRATIVE STATEMENT.

BILLING INQUIRIES SHOULD BE DIRECTED TO (800) 676-6856 OR (210) 301-6440 WITHIN THE SAN ANTONIO, TEXAS AREA. THE PACER SERVICE CENTER'S FEDERAL TAX IDENTIFICATION NUMBER IS 74-2747938.

U.S. Department of Justice
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600 E Street NW, Room 4045
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PUBLIC ACCESS TO COURT ELECTRONIC RECORDS

PACER SERVICE CENTER

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

AGENCY CODE: DOJ David Bethea
BILLING DATE: 10/19/2004 U.S. Department of Justice
BILLING CYCLE: 10/01/04 - 09/30/05 PHONE:

***** Invoice *****

DUE DATE: 11/19/04

TOTAL TIME: Unlimited per attached agreement

TOTAL WEB PAGES ACCESSED: Unlimited per attached agreement

PREVIOUS BALANCE: \$ 0.00

CURRENT CHARGES : \$2,606,929.01

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TOTAL AMOUNT DUE: \$2,606,929.01

This invoice is for the agreement between the Administrative Office of the U.S. Courts and the Department of Justice by which, in return for a one-time annual payment, all DOJ users will have unlimited access to the federal judiciary's PACER (Public Access to Court Electronic Records) system in Fiscal year 2005. This agreement, which is effective October 1, 2004, can be extended to subsequent years if both parties consent, with future payments to be based on the quantity of actual DOJ PACER usage during the preceding year.

**** PAYMENT INSTRUCTIONS ****

PLEASE TRANSFER FUNDS TO:

PACER SERVICE CENTER
CASHLINK ACH RECEIVER
P.O. BOX 780549
SAN ANTONIO, TX 78278
ACCOUNT NUMBER: 220018
ROUTING TRANSIT: #051036706

PLEASE INDICATE THE BILLING CYCLE AND PAYMENT AMOUNT ON THE TRANSFER NARRATIVE STATEMENT.

BILLING INQUIRIES SHOULD BE DIRECTED TO (800) 676-6856 OR (210) 301-6440 WITHIN THE SAN ANTONIO, TEXAS AREA. THE PACER SERVICE CENTER'S FEDERAL TAX IDENTIFICATION NUMBER IS 74-2747938.

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PUBLIC ACCESS TO COURT ELECTRONIC RECORDS

PACER SERVICE CENTER

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

AGENCY CODE:	DOJ	David Bethea
BILLING DATE:	10/12/2005	U.S. Department of Justice
BILLING CYCLE:	10/01/05 - 09/30/06	PHONE:

***** Invoice *****

DUE DATE: 11/12/05

TOTAL TIME: Unlimited per attached agreement

TOTAL WEB PAGES ACCESSED: Unlimited per attached agreement

PREVIOUS BALANCE: \$ 0.00

CURRENT CHARGES : \$3,002,390.67

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TOTAL AMOUNT DUE: \$3,002,390.67

This invoice is for the agreement between the Administrative Office of the U.S. Courts and the Department of Justice by which, in return for a one-time annual payment, all DOJ users will have unlimited access to the federal judiciary's PACER (Public Access to Court Electronic Records) system in Fiscal year 2006. This agreement, which was effective October 1, 2005, can be extended to subsequent years if both parties consent, with future payments to be based on the quantity of actual DOJ PACER usage during the preceding year.

**** PAYMENT INSTRUCTIONS ****

PLEASE TRANSFER FUNDS TO:

PACER SERVICE CENTER
CASHLINK ACH RECEIVER
P.O. BOX 780549
SAN ANTONIO, TX 78278
ACCOUNT NUMBER: 220018
ROUTING TRANSIT: #051036706

PLEASE INDICATE THE BILLING CYCLE AND PAYMENT AMOUNT ON THE TRANSFER NARRATIVE STATEMENT.

BILLING INQUIRIES SHOULD BE DIRECTED TO (800) 676-6856 OR (210) 301-6440 WITHIN THE SAN ANTONIO, TEXAS AREA. THE PACER SERVICE CENTER'S FEDERAL TAX IDENTIFICATION NUMBER IS 74-2747938.

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PUBLIC ACCESS TO COURT ELECTRONIC RECORDS

PACER SERVICE CENTER

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

AGENCY CODE: DOJ David Bethea
BILLING DATE: 10/12/2006 U.S. Department of Justice
BILLING CYCLE: 10/01/06 - 09/30/07 PHONE:

***** Invoice *****

DUE DATE: 11/12/06

TOTAL TIME: Unlimited per attached agreement

TOTAL WEB PAGES ACCESSED: Unlimited per attached agreement

PREVIOUS BALANCE: \$ 0.00
CURRENT CHARGES : \$3,864,466.80
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TOTAL AMOUNT DUE: \$3,864,466.80

This invoice is for the agreement between the Administrative Office of the U.S. Courts and the Department of Justice by which, in return for a one-time annual payment, all DOJ users will have unlimited access to the federal judiciary's PACER (Public Access to Court Electronic Records) system in Fiscal year 2007. This agreement, which was effective October 1, 2006, can be extended to subsequent years if both parties consent, with future payments to be based on the quantity of actual DOJ PACER usage during the preceding year.

**** PAYMENT INSTRUCTIONS ****

PLEASE TRANSFER FUNDS TO:

PACER SERVICE CENTER
CASHLINK ACH RECEIVER
P.O. BOX 780549
SAN ANTONIO, TX 78278
ACCOUNT NUMBER: 220018
ROUTING TRANSIT: #051036706

PLEASE INDICATE THE BILLING CYCLE AND PAYMENT AMOUNT ON THE TRANSFER NARRATIVE STATEMENT.

BILLING INQUIRIES SHOULD BE DIRECTED TO (800) 676-6856 OR (210) 301-6440 WITHIN THE SAN ANTONIO, TEXAS AREA. THE PACER SERVICE CENTER'S FEDERAL TAX IDENTIFICATION NUMBER IS 74-2747938.

U.S. Department of Justice
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PUBLIC ACCESS TO COURT ELECTRONIC RECORDS

PACER SERVICE CENTER

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

AGENCY CODE: DOJ David Bethea
BILLING DATE: 10/12/2007 U.S. Department of Justice
BILLING CYCLE: 10/01/07 - 09/30/08 PHONE:

***** Invoice *****

DUE DATE: 11/12/07

TOTAL TIME: Unlimited per attached agreement

TOTAL WEB PAGES ACCESSED: Unlimited per attached agreement

PREVIOUS BALANCE: \$ 0.00

CURRENT CHARGES : \$3,703,391.68

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TOTAL AMOUNT DUE: \$3,703,391.68

This invoice is for the agreement between the Administrative Office of the U.S. Courts and the Department of Justice by which, in return for a one-time annual payment, all DOJ users will have unlimited access to the federal judiciary's PACER (Public Access to Court Electronic Records) system in Fiscal year 2008. This agreement, which was effective October 1, 2007, can be extended to subsequent years if both parties consent, with future payments to be based on the quantity of actual DOJ PACER usage during the preceding year.

**** PAYMENT INSTRUCTIONS ****

PLEASE TRANSFER FUNDS TO:

PACER SERVICE CENTER
CASHLINK ACH RECEIVER
P.O. BOX 780549
SAN ANTONIO, TX 78278
ACCOUNT NUMBER: 220018
ROUTING TRANSIT: #051036706

PLEASE INDICATE THE BILLING CYCLE AND PAYMENT AMOUNT ON THE TRANSFER NARRATIVE STATEMENT.

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PUBLIC ACCESS TO COURT ELECTRONIC RECORDS

PACER SERVICE CENTER

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

AGENCY CODE: DOJ David Bethea
BILLING DATE: 10/07/2008 U.S. Department of Justice
BILLING CYCLE: 10/01/08 - 09/30/09 PHONE:

***** Invoice *****

DUE DATE: 11/07/008

TOTAL TIME: Unlimited per attached agreement

TOTAL WEB PAGES ACCESSED: Unlimited per attached agreement

PREVIOUS BALANCE: \$ 0.00

CURRENT CHARGES : \$4,167,359.12

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TOTAL AMOUNT DUE: \$4,167,359.12

This invoice is for the agreement between the Administrative Office of the U.S. Courts and the Department of Justice by which, in return for a one-time annual payment, all DOJ users will have unlimited access to the federal judiciary's PACER (Public Access to Court Electronic Records) system in Fiscal year 2009. This agreement, which was effective October 1, 2008, can be extended to subsequent years if both parties consent, with future payments to be based on the quantity of actual DOJ PACER usage during the preceding year.

**** PAYMENT INSTRUCTIONS ****

PLEASE TRANSFER FUNDS TO:

PACER SERVICE CENTER
CASHLINK ACH RECEIVER
P.O. BOX 780549
SAN ANTONIO, TX 78278
ACCOUNT NUMBER: 220018
ROUTING TRANSIT: #051036706

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PACER SERVICE CENTER

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

AGENCY CODE: DOJ David Bethea
BILLING DATE: 10/13/2009 U.S. Department of Justice
BILLING CYCLE: 10/01/09 - 09/30/10 PHONE:

***** Invoice *****

DUE DATE: 11/13/2009

TOTAL TIME: Unlimited per attached agreement

TOTAL WEB PAGES ACCESSED: Unlimited per attached agreement

PREVIOUS BALANCE: \$ 0.00

CURRENT CHARGES : \$3,980,169.84

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TOTAL AMOUNT DUE: \$3,980,169.84

This invoice is for the agreement between the Administrative Office of the U.S. Courts and the Department of Justice by which, in return for a one-time annual payment, all DOJ users will have unlimited access to the federal judiciary's PACER (Public Access to Court Electronic Records) system in Fiscal year 2010. This agreement, which was effective October 1, 2009, can be extended to subsequent years if both parties consent, with future payments to be based on the quantity of actual DOJ PACER usage during the preceding year.

**** PAYMENT INSTRUCTIONS ****

PLEASE TRANSFER FUNDS TO:

PACER SERVICE CENTER
CASHLINK ACH RECEIVER
P.O. BOX 780549
SAN ANTONIO, TX 78278
ACCOUNT NUMBER: 220018
ROUTING TRANSIT: #051036706

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U.S. Department of Justice
Justice Management Division
FS/FOS/Fiscal and Data Services Section
600 E Street NW, Room 4045
Washington, D.C. 20530

PUBLIC ACCESS TO COURT ELECTRONIC RECORDS

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO. DJJ05C1069D001M001		3. EFFECTIVE DATE 10-18-2004	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable) CALR3
6. ISSUED BY US Department of Justice Procurement Services Staff 1331 Pennsylvania Ave., NW, National Place Bldg, Suite 1000 Washington, DC 20530		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) LexisNexis 9443 Springboro Pike Miamisburg, OH 45342			9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. DJJ05C1069D001 10B. DATED (SEE ITEM 13) 09-29-2004	
CODE		FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

2. 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.

<input type="checkbox"/>	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.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) 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)

IMPORTANT:

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

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

A. The purpose of this modification is to make the following administrative changes to the SF347:

Block 6, Ship To, is hereby changed to read as follows: Bernard Guerrero
601 D Street, NW, Room 4520
Washington, DC 20530

Block 21, Mail Invoice To, is hereby changed to read as follows: Bernard Guerrero
601 D Street, NW, Room 4520
Washington, DC 20530

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.

14A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Connie H. Simmons	
14B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Connie H. Simmons</u> (Signature of Contracting Officer)
			16C. DATE SIGNED 18 Oct 04

PREVIOUS EDITION UNUSABLE

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

U.S. DEPARTMENT OF JUSTICE

REQUISITION/ORDER FOR SUPPLIES OR SERVICES

1. Y REG DOC

5-59-4007A

2. Delivery/Purchase Order No.

05C1069 0001/m2

3. Date Approved by COTR

4. Delivery/Purchase Order Date

11-3-04

5. Requisition No.

5T959-4007A

6. To:

U.S. Department of Justice
Procurement Services Staff, CAS
National Place Bldg., Suite 1000
Washington, D.C. 20530

7. From: (Name, Location)

DOJ/JMD/CIO/ESS/CMS
601 D Street, NW Room 4520
Washington, D.C. 20530

8. Source:

LexisNexis
1150 18th Street, NW
Washington, DC 20036
ATTN: [REDACTED]
phone: [REDACTED]

9. For Ordering Information Call: (Name, Telephone)
Bernard Guerrero; (202) 514-4537

10. Required Delivery Date:

11. Place of Inspection and Acceptance: See SQW
11a. FOR Points

12. Contract No.

DJJ05C1069

13. Signature of Approving Officer:

Date: 10/28

14. Cost Center Code

OT0940100704 OC: 2533 Incr. \$22,000

15. Title of Approving Officer:
Assistant Director, CMS

CLIN No. (16)	Description of Supplies or Services (17)	Leased in FY (18)	Quantity (19)	Unit of Issue (20)	Unit Price (21)	Amount (22)	SOC Code (23)
	Additional funding for access to LexisNexis Non-Flat Rate Services (Table B-2) from 11/1/04 to 09/30/05. Includes the following CLINS:						
	0006 BNA ENRD Package		11	mo.	1,100.00	12,100.00	
	0004 BNA CRT Package		11	mo.	900.00	9,900.00	
	663,660 + 22,000 685,660						

24. Deliver to: (Complete shipping address, including Zip code)

25. TOTAL: \$ 22,000.00

26. Mail Invoice To:

27. Discount Terms

28. Invoice No.

9. The above items are hereby ordered:

UNITED STATES OF AMERICA

BY (Signature)

Pamela F. Pilz

NAME: Pamela F. Pilz

Title: Contracting/Ordering Officer

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350)

AUG 20 2009

RATING

PAGE OF PAGES

1

43

2. CONTRACT (Proc. Inst. Ident.) NO.

DJJ05C1070

3. EFFECTIVE DATE

10-01-2004

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY

CODE

U.S. Department of Justice

JMD, Procurement Services Staff

1331 Pennsylvania Ave., NW, National Place Bldg, Ste 1000

Washington, DC 20530

6. ADMINISTERED BY (If other than Item 5)

CODE

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

West Publishing

610 Opperman Drive

Eagan, Minnesota 55123

8. DELIVERY

☐ FOB ORIGIN☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

Net 30

10. SUBMIT INVOICES
(4 copies unless other-
wise specified) TO THE
ADDRESS SHOWN IN:

ITEM

See Section G.4

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

JMD, Contracts Management Service (OCIO/ESS)

601 D Street NW, Room 4522

Washington, DC 20530

12. PAYMENT WILL BE MADE BY

CODE

See Section G.4

3. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 253(c) ()

14. ACCOUNTING AND APPROPRIATION DATA

0T0940100704 YREGDOC: 5-59-4007 OC: 2533 \$4,949,004.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
0001	Computer-Assisted Legal Research 3 (CALR3) for the Department of Justice (Base Year, 10-01-04 - 09-30-05)	12	MO	412,417.00	4,949,004.00
	The Contractor's Proposal, dtd 04-07-04 and revised 07-22-04 & 09-14-04 is hereby incorporated in its entirety by reference. Ordering primary (B-1) services satisfies the minimum order guarantee.				
15G. TOTAL AMOUNT OF CONTRACT					\$4,949,004.00

16. TABLE OF CONTENTS

✓	SEC.	DESCRIPTION	PAGE(S)	✓	SEC.	DESCRIPTION	PAGE(S)
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X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	13	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	IBR
X	F	DELIVERIES OR PERFORMANCE	3		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	7		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	6				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such divisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. ☐ AWARD (Contractor is not required to sign this document.) Your offer on

Solicitation Number _____
including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

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

Malcolm D. Conner, Vice President

20A. NAME OF CONTRACTING OFFICER

Connie H. Simmons

B. NAME OF CONTRACTOR

Malcolm D. Conner
(Signature of person authorized to sign)

19C. DATE SIGNED

9/27/04

20B. UNITED STATES OF AMERICA

BY Connie H. Simmons
(Signature of Contracting Officer)

20C. DATE SIGNED

27 Sep 04

ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 1 PAGES

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

1. DATE OF ORDER 09-29-2004		2. CONTRACT NO. (If any) DJJ05C1069		6. SHIP TO:	
3. ORDER NO. DJJ05C1069D001		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE Mark J. Miller	
5. ISSUING OFFICE (Address correspondence to) US DOJ, JMD PSS, 1331 Pennsylvania Ave., NW, NPB Suite 1000 Washington, DC 20530		b. STREET ADDRESS 601 D Street, NW, Room 4522		c. CITY Washington	
7. TO:		d. STATE DC		e. ZIP CODE 20530	
a. NAME OF CONTRACTOR		f. SHIP VIA		8. TYPE OF ORDER	
b. COMPANY NAME LexisNexis		<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.		<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.	
c. STREET ADDRESS 9443 Springboro Pike		e. STATE OH		f. ZIP CODE 45342	
d. CITY Miamisburg		9. ACCOUNTING AND APPROPRIATION DATA 0T0940100704 YREGDOC: 5-59-4007 OC: 2533 \$663,660.00			
10. REQUISITIONING OFFICE USDOJ, JMD, Contracts Management Service (OCIO/ESS) 601 D Street, NW, Room 4522, Washington, DC 20530		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)		16. DISCOUNT TERMS Net 30	
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)	
0013	BNA Tax Division Package	12.00	MO	3,200.00	38,400.00		
0030	Seisent-Accurint (500 users per month)	12.00	MO	41,105.00	493,260.00		
0014-0029	Other Non-Flat Rate Services as available on the B-2 pricing table and identified via user ID on an IDIQ basis)	12.00	MO	11,000.00	132,000.00		
Period of Performance: 10-01-2004 - 09-30-2005							
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		
	21. MAIL INVOICE TO:					17(h) TOT. (Cont. pages)	
	a. NAME						
	Mark Miller, JMD/OCIO/ESS/CMS						
	b. STREET ADDRESS (or P.O. Box)					663,660.00	17(i) GRAND TOTAL
	601 D Street, NW, Room 4522						
c. CITY		d. STATE e. ZIP CODE					
Washington		DC 20530					

2. UNITED STATES OF AMERICA BY (Signature)

Connie H. Simmons

23. NAME (Typed)

Connie H. Simmons

TITLE: CONTRACTING/ORDERING OFFICER

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350)

1 43

3. EFFECTIVE DATE 10-01-2004
4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

CONTRACT (Proc. Inst. Ident.) NO.

DJJ04C1069

ISSUED BY

CODE

U.S. Department of Justice
JMD, Procurement Services Staff
1331 Pennsylvania Ave., NW, National Place Bldg, Ste 1000
Washington, DC 20530

6. ADMINISTERED BY (If other than Item 5)

CODE

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

LexisNexis
9443 Springboro Pike
Miamisburg, Ohio 45342

8. DELIVERY

☐ FOB ORIGIN☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

Net 30

10. SUBMIT INVOICES
(4 copies unless other-
wise specified) TO THE
ADDRESS SHOWN IN:

ITEM

See Section G.4

CODE

FACILITY CODE

11. SHIP TO/MARK FOR

CODE

JMD, Contracts Management Service (OCIO/ESS)
601 D Street, NW, Room 4522
Washington, DC 20530

12. PAYMENT WILL BE MADE BY

CODE

See Section G.4

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 253(c) ()

14. ACCOUNTING AND APPROPRIATION DATA

OT0940100704 YREGDOC: 5-59-4006 OC: 2533 \$4,400,004.00

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
0001	Computer-Assisted Legal Research 3 (CALR3) for the Department of Justice (Base Year, 10-01-04 - 09-30-05)	12	MO	366,667.00	4,400,004.00
	The Contractor's Proposal, dtd 04-07-04 and revised 07-22-04 & 09-14-04 is hereby incorporated in its entirety by reference. Ordering primary (B-1) services satisfies the minimum order guarantee.				
15G. TOTAL AMOUNT OF CONTRACT					\$4,400,004.00

16. TABLE OF CONTENTS

(✓) SEC.	DESCRIPTION	PAGE(S)	(✓) SEC.	DESCRIPTION	PAGE(S)
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X C	DESCRIPTION/SPECS./WORK STATEMENT	13	X J	LIST OF ATTACHMENTS	1
X D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	1	X K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	IBR
X F	DELIVERIES OR PERFORMANCE	3	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X G	CONTRACT ADMINISTRATION DATA	7	M	EVALUATION FACTORS FOR AWARD	
X H	SPECIAL CONTRACT REQUIREMENTS	6			

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to signthis document and return 1 copies to issuing office.) Contractor agrees to furnish
and deliver all items or perform all the services set forth or otherwise identified above
and on any continuation sheets for the consideration stated herein. The rights and
obligations of the parties to this contract shall be subject to and governed by the
following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such
provisions, representations, certifications, and specifications, as are attached or
incorporated by reference herein. (Attachments are listed herein.)18. ☐ AWARD

(Contractor is not required to sign this document.) Your offer on

Solicitation Number _____
including the additions or changes made by you which additions or changes are set forth
in full above, is hereby accepted as to the items listed above and on any continuation
sheets. This award consummates the contract which consists of the following documents:
(a) the Government's solicitation and your offer, and (b) this award/contract. No further
contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)

SARA Vogel, VP Sales

19B. NAME OF CONTRACTOR

BY Sara Vogel
(Signature of person authorized to sign)

19C. DATE SIGNED

9/28/04

20A. NAME OF CONTRACTING OFFICER

Connie H. Simmons

20B. UNITED STATES OF AMERICA

BY Connie H. Simmons
(Signature of Contracting Officer)

20C. DATE SIGNED

28 Sep 04

STANDARD FORM 28 (REV. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

**COMPUTER-ASSISTED LEGAL RESEARCH 3
FOR THE DEPARTMENT OF JUSTICE**

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 General

(a) The Contractor shall provide, in accordance with the requirements specified herein, all resources necessary to furnish Computer-Assisted Legal Research (CALR) to all Department of Justice (DOJ) components.

(b) The contract includes a base period and six (6) option periods as described below:

Base Period	10/1/2004 through 9/30/2005
Option Period 1	10/1/2005 through 9/30/2006
Option Period 2	10/1/2006 through 9/30/2007
Option Period 3	10/1/2007 through 9/30/2008
Option Period 4	10/1/2008 through 9/30/2009
Option Period 5	10/1/2009 through 9/30/2010
Option Period 6	10/1/2010 through 9/30/2011

The start date for the Base Period may be adjusted to reflect the actual contract effective date.

B.2 Pricing Tables

Contract prices for all CALR services provided hereunder shall be as specified in Sections B.2.1, B.2.2 below.

B.2.1 Unlimited Usage Prices for Primary Award

Table B-1: Unlimited Usage Prices for Primary Award					
CLIN	CONTRACT PERIOD	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL
0001	BASE PERIOD (FY 2005)	12	MONTH	\$366,667	\$4,400,004
1001	OPTION PERIOD 1 (FY 2006)	12	MONTH	\$385,000	\$4,620,000
2001	OPTION PERIOD 2 (FY 2007)	12	MONTH	\$404,250	\$4,851,000

3001	OPTION PERIOD 3 (FY 2008)	12	MONTH	\$424,463	\$5,093,556
4001	OPTION PERIOD 4 (FY 2009)	12	MONTH	\$445,686	\$5,348,232
5001	OPTION PERIOD 5 (FY 2010)	12	MONTH	\$467,970	\$5,615,640
6001	OPTION PERIOD 6 (FY 2011)	12	MONTH	\$491,368	\$5,896,416
GRAND TOTAL					\$35,824,848

B.2.2 Unit Prices for Primary Award (B-2 Table)

See Attachment 2, B-2 Price List for products and prices.

B.2.3 Reserved.

B.2.4 Reserved.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

(a) The intent of this contract is to establish a cost-effective vehicle for unlimited access to commercially available computerized legal and related information that meets the Department's basic research needs. This contract will be the primary source for automated legal research within the Department but not necessarily the only source for each DOJ component, i.e., other commercially available research products/services may be used to supplement services available under this contract.

(b) The U.S. Department of Justice (DOJ) is the principal law enforcement organization in the Executive Branch of the Federal Government. The DOJ performs a wide range of duties that include investigating, apprehending, and prosecuting violators of Federal criminal statutes; representing the United States in Federal courts, including the Supreme Court; and operating and maintaining the Federal Prison System. These duties are performed by 43 component organizations whose employees are located throughout the United States, its territories and in 47 countries. The DOJ's major law enforcement bureaus are the Federal Bureau of Investigation, the Drug Enforcement Administration, the United States Marshals Service, the Bureau of Prisons, and the Bureau of Alcohol, Tobacco, Firearms and Explosives.

(c) The bulk of the DOJ's legal/litigation work is performed by United States Attorneys and their staffs throughout the United States. In addition, six litigating divisions (Antitrust, Civil, Civil Rights, Criminal, Environment and Natural Resources, and Tax) provide legal advice and enforce the law in their respective areas of responsibility. Various other offices and organizations within the DOJ support litigation and law enforcement activities, including the Office of Justice Programs, the Office of the Solicitor General, the Office of Legal Counsel, the Office of Professional Responsibility, United States Trustees, and other offices and organizations.

(d) DOJ oversight, management and policy direction are provided by the Office of the Attorney General, the Office of the Deputy Attorney General, the Office of the Associate Attorney General, the Executive Office of United States Attorneys, the Office of the Inspector General, the Office of Legal Policy, the Office of Public Affairs, the Office of Legislative Affairs, and other organizations. The Justice Management Division performs a variety of administrative services for all components.

C.1.1 Background

(a) In 1999, the DOJ entered into the Computer Assisted Legal Research 2(CALR2) contract in order to obtain access to legal and other databases at a reasonable cost; this was a successor to the 1994 CALR contract. This next contract will meet not only the requirements of the current CALR2 contract, but also the needs of the Department that have expanded since entering into that contract in 1999. These requirements include enhanced Internet access, greater public documents access, and the expansion and enhancement of private files (e.g., brief banks) for the exclusive use of the Department.

(b) Because access to up-to-date and comprehensive legal, news, and public record information is a critical on-going mission requirement, even more so in the post-9/11 world, the DOJ currently relies on a wide variety of automated research services including BNA, Choicepoint, Commerce Clearing House, Dialog, Newsbank, READEx, Hein On-Line, Gale InfoTrac, Dun & Bradstreet, LexisNexis, and Westlaw. The DOJ obtains these services through the CALR2 contract, the GSA schedule, the FEDLINK contract (administered by the Library of Congress), and other contractual vehicles.

C.1.2 Objective

The purpose of this contract is to provide DOJ employees cost-effective on-line legal research services in

support of DOJ's mission. Services to be provided under this contract include:

- Computerized access to complete legal, news, financial, public record and related information databases;
- Full-text search and retrieval capability within individual databases and across databases;
- LAN-capable, Internet, and standalone telecommunications access; and
- Related support services.

C.2 Scope of Contract

(a) This contract will be used to obtain on-line computerized access, search and retrieval from existing legal, news, public record, and related database files for the DOJ on an unlimited access basis. This contract will support and the Primary flat rate will cover the CALR needs of all DOJ component organizations and personnel, including DOJ-authorized contractor personnel, detailees from client agencies, joint project personnel, and DOJ employees performing authorized pro bono work, at any location within the continental United States (CONUS), Hawaii, Alaska, Puerto Rico, Virgin Islands, Guam and Mariana Islands. There are a few DOJ users stationed in foreign countries in South America, Europe, etc., that may also require access to the Contractor's CALR services - the DOJ will bear any telecommunications costs necessary for this subset of DOJ users to access the Contractor's system. With the exception of the Primary (B-1) flat rate, the Primary contract may be used to provide legal research databases to inmates or detainees under the jurisdiction of the Bureau of Prisons or any other Department component.

(b) This contract will be the primary source for CALR within the Department but not necessarily the only source for each DOJ component, i.e., other commercially available research products/services may be used to supplement services available under this contract.

C.3 CALR User Profiles

(a) There are approximately 25,000 CALR users in the DOJ. Although many users are located in the Washington, DC metropolitan area, the majority of users are located throughout the continental U.S., Alaska, Hawaii, Guam, Virgin Islands, and Puerto Rico in the U.S. Attorneys Offices and other organizations. Detailed usage statistics for FY02 for the current primary and secondary contract holders are contained in a CD-ROM that is available upon request from the Contracting Officer.

(b) The statistics provided in the CD-ROM referenced in paragraph (a) are an indication of past DOJ CALR systems usage patterns. However, by listing past usage patterns, the DOJ is neither forecasting, nor guaranteeing future patterns of use under this contract. Note that since FY02 the INS has left the Department and BATF has joined it. Also note that FBI Secondary contract flat rate usage started in March 2002. Note further that the current Primary flat rate does not include public records for FBI and DEA.

(c) CALR users shall be able to access the Contractor's online system using existing DOJ equipment and telecommunications capabilities. DOJ users shall access the Contractor's system using the following methods, and others as appropriate:

- (1) The primary access method will be via the Internet. Most users will access the Internet through the DOJ intranet firewall; some users will have dial-up or broadband access at work or from other locations, including their residence.
- (2) A secondary method will be with the vendor's PC communications program. Access will be via the Internet (either the DOJ intranet firewall or user-provided Internet connectivity) or dedicated circuits (IP) from the DOJ intranet to the vendor.

In addition to (1) and (2) above, the Contractor may provide the DOJ, at no additional cost, telephone numbers for its locally available telecommunications network access points for PC communications program or browser access.

(d) The Contractor shall provide the connection (i.e., equipment, software, and telecommunications services) necessary to receive DOJ users' terminal traffic delivered to its system through the Internet.

(e) The Contractor may presume that DOJ callers will use Contractor-supplied software on:

- (1) PCs which are on TCP/IP local area networks.
- (2) Standalone PC's, at home, on travel, or in the workplace.

(f) Internet access will be using a standard browser. Access will be with both the Netscape (4.7x/7.x or later) and Microsoft (5.5 or later) browsers. All components can use Netscape, but some components do not use Internet Explorer due to security concerns. All browser access must use 128-bit or better encryption for all traffic, including the logon and the research session; access via a HTTPS URL may be required for an encrypted logon.

(g) The Department will also consider offers of direct access methods ("T-1" lines, etc.) for Internet/Extranet traffic, or other telecommunications technologies, including wireless access.

C.4 System Capabilities

At a minimum, the Contractor's system must satisfy all the requirements of Sections C.4.1 through C.4.3.

C.4.1 Search and Retrieval Functionality

(a) The system shall provide full text search and retrieval functionality that is appropriate for accessing court decisions, statutes, regulations, and other types of documents specified in Section C.5. Although many of the required functions are not subject-matter specific, others, such as citator functions, are appropriate only for legal research systems.

C.4.1.1 Database Selection

(a) The system shall provide access to the databases specified in Section C.5.1 and C.5.2 through a menu selection process. Similar databases must be available in various useful combinations. For instance, opinions of the Supreme Court of the United States might be available as an individual database and as part of combined database of Federal District Court, Federal Circuit Court, and Federal Supreme Court opinions.

(b) A DOJ user must be able to select a database at initial login and easily switch to new databases during a research session.

C.4.1.2 Retrieving Documents by Citation

Many of the databases specified in Section C.5.1 and C.5.2 are made up of documents, each with one or more standard forms of citation (e.g. 480 U.S. 102, Revenue Ruling 88-1, 5 United States Code 1). For such databases, the system shall allow the user to select directly a document for browsing and/or retrieval by specifying the document:

- (1) According to the citation form prescribed therefor in the current edition of The Bluebook: A

Uniform System of Citation; or

- (2) In the case of a document whose citation form is not prescribed in The Bluebook, according to another standard form of citation; or,
- (3) According to any additional or different citation form required or recognized by the relevant court or jurisdiction.

C.4.1.3 Searching

The system shall provide the following minimum set of database search facilities:

- (1) Boolean search operators equivalent to AND, OR, and AND_NOT.
- (2) Proximity search operators which express the nearness of two search terms.
- (3) Both infix (e.g., m*n is equivalent to man OR men) and postfix (e.g., litiga*** is equivalent to litigant or litigate) wildcard characters in search terms.
- (4) The ability to restrict a search to a specified document segment/field (e.g., court, judge, opinion date, case name, or opinion in a database of court opinion documents).
- (5) The ability to recall to the screen the previous search expression entered by the user, modify the expression, and execute the modified search expression, or base a search on the result of a prior search.

C.4.1.4 Browsing

The system shall provide the following minimum set of document browsing facilities:

- (1) The ability to display a single document retrieved by citation.
- (2) The ability to display a single document from the set of documents returned in response to a search request with each occurrence of each term used in the search request highlighted for easy identification.
- (3) The ability to page forward or backward through a single displayed document one screen at a time.
- (4) The ability to move forward or backward through a single displayed document viewing only those screens which contain highlighted terms. If this facility is provided through an abbreviated keyword in context display, the system must display at least 20 words on either side of a highlighted term.
- (5) The ability to display the document titles for the documents in a search result set (i.e., display a citation list).

C.4.1.5 Citators

(a) The system shall provide at least two different types of citator facilities. At a minimum, both the case history citator and the general citator facilities described below shall be provided for all of the Federal

Court opinion databases specified in Section C.5.1.

- (1) A case history citator shall provide case history, through the various appellate levels, on a case-by-case basis. The case history citator shall be updated on a daily basis so the most recent appellate action for each active case is available.
- (2) A general citator shall provide a more in-depth treatment of each case/opinion than the case history citator. The general citator shall include a comprehensive list of references to each case/decision in other court opinions, law reviews, and other applicable publications. For referencing documents that are presented in a volume/page format (e.g., 315 U.S. 649), the page number on which the primary reference occurs must be presented (e.g., 315 U.S. 649 at page 656 or 422 U.S. 656).

(b) For both citators, the system shall allow the user to request a citator/case history display for a single displayed court decision or to enter the citation of the desired decision. When a citator/case history is displayed, the system shall be capable of presenting the full text of a referencing document included on the display, if that document is available in a database provided by the Contractor.

- (c) A case history citator shall be available for the following list of non-Federal Court opinion databases:

See LexisNexis Technical Proposal Appendix C: *Shepard's Coverage*

- (d) A general citator shall be available for the following list of non-Federal Court opinion databases:

See LexisNexis Technical Proposal Appendix C: *Shepard's Coverage*

(e) A PC program that integrates with Corel WordPerfect and Microsoft Word that validates citations in documents against the online citators and checks quotes against databases.

C.4.1.6 Printing and Downloading

The system shall provide the following printing and downloading facilities for browser and PC software access:

- (1) The ability to download and print, as a single operation, one or more selected documents to a printer connected (either directly or as a shared network device) to the user's workstation.
- (2) The ability to download one or more selected documents to the user's workstation and store the documents in a user-specified disk file for later printing or manipulation through a word processing program.
- (3) The Contractor shall provide unlimited printing and downloading of retrieved documents at no additional charge, including all available PDF formats, subject to copyright and licensing restrictions in the final contract. Downloading formats shall, at a minimum, include formatted word processing (e.g. Microsoft Word, Corel WordPerfect), and ASCII text.

Note: See Section H.1 regarding limitations on the use of downloaded materials and documents transferred from the Contractor's database.

C.4.1.7 Automatic Search and Retrieval

The Contractor shall provide, at no additional charge, the ability to program a query against selected databases which will run automatically at intervals, including, at a minimum, once a day. The user will be notified online, or via e-mail or fax, of search results.

C.4.2 Availability

(a) The Contractor's web-based legal research system shall normally be available to all DOJ users on a 7/24/365 basis. Extraordinary downtime for which the Government is given at least 48 hours advance notice, and does not take place during weekday business hours (8AM to 9 PM ET), will not be counted as downtime. "Available" is defined as the system allowing any DOJ CALR user to log onto the Contractor's system, search any database file(s), and retrieve and download the requested information.

(b) The system shall be available, on a monthly basis, so that system downtime is no greater than five (5) hours of the required period of system availability per month. "System downtime" is that period of time when the system is not fully available to DOJ CALR users due to a malfunction or limitations in the Contractor's equipment, software, or telecommunications connections.

(c) System downtime will be measured on a monthly basis and included in the Contractor's usage reports (see Section C.7.3.3.).

C.4.3 Workstation Software

(a) Specialized system access software shall be provided for use on DOJ user workstations, and the Contractor shall furnish and maintain such software at no additional cost. Maintenance and support includes furnishing any updated versions, revisions, and/or corrections. Further, system access software provided by the Contractor shall support TCP/IP so that a connection may be established from the user's workstation to a gateway, terminal server, or Internet firewall connected to a Local Area Network. All other versions or variations of the software that are available to any other commercial customer shall also be provided, including any additional communications drivers.

(b) At a minimum, the Contractor shall provide a Windows NT/2000/XP version of the specialized access software. This software shall support inactivity timeouts.

(c) Within five (5) days after contract award, the Contractor shall deliver a copy of the software (one copy of each available version) directly to the COTR for distribution by the COTR to DOJ CALR users. The Contractor shall also include precise installation instructions, as well as printing and downloading instructions, with the software. Upon request, the Contractor shall also provide one (1) copy of any desired software versions and appropriate documentation to each of the CALR organization user representatives listed in Section G.1.3.

Note: DOJ technical personnel will be responsible for installing the software on DOJ user's workstation.

(d) Updated versions, revisions and/or corrections to the workstation software shall be delivered directly, upon request, to each CALR organization user representative listed in Section G.1.3.

C.5 Databases

C.5.1 Mandatory Databases

The Contractor shall provide unrestricted access to full-text search and retrieval for all of the legal databases shown in the following table.

Category	Database	Range of Information
Federal Caselaw	Opinions of the U.S. Supreme Court	1790-Present
	Opinions of the U.S. Courts of Appeals, Circuit Courts	1789-Present
	Opinions of the U.S. District Courts	1789-Present
	Opinions of the U.S. Claims Court, U.S. Court of Claims, Court of Federal Claims	1863-Present
	Opinions of the U.S. Bankruptcy Court	1979-Present
	Opinions of the U.S. Court of Veteran Appeals	1989-Present
	Opinions of the U.S. Court of International Trade, U.S. Customs Court	1962-Present
	Opinions of the U.S. Court of Military Appeals & U.S. Courts of Military Review	1951-Present
	Opinions of the U.S. Tax Court, Tax Court of the U.S., Board of Tax Appeals	1924-Present
	U.S. Tax Court Memorandum Decisions	1954-Present
Briefs	Supreme Court	1979-Present
Legislative	Congressional Record	1985-Present
	United States Code (annotated and updated)	Current
	Public Laws	1989-Present
Regulatory and Administrative	Opinions of the U.S. Attorney General	1791-Present
	Opinions of the Office of Legal Counsel	1977-Present
	Comptroller General Decisions	1921-Present
	Unreported Comptroller General Decisions	1981-Present
	Code of Federal Regulations	1984-Present
	Federal Register	1980-Present
	EDGAR	1993-Present
	Opinions of the Merit System Protection Board	1979-Present

Category	Database	Range of Information
	Decisions of the Boards of Contract Appeals : Department of Agriculture Armed Services Army Corps of Engineers Department of Energy General Services Administration Housing and Urban Development (HUD) Department of Interior Department of Labor National Aeronautics and Space Administration Postal Service Department of Transportation Veterans Administration	1968-Present 1955-Present 1953-Present 1978-Present 1962-Present 1975-Present 1955-Present 1973-Present 1960-Present 1959-Present 1967-Present 1960-Present
	Board of Immigration Appeals' Administrative Decisions	1983-Present
State Materials	See Section J, Attachment No. 1	
News and Information	General News - U.S. & international news wires, newspapers, and magazines	as available up to present
	Legal News - newsletters, newspapers, and magazines pertaining to the legal profession.	as available up to present
Public Records and Information, e.g.:	Real property ownership records; Tax, judgement, and UCC filings; Professional and driver's licenses; Motor vehicle, boat, and aircraft information; Credit header information; Corporate, partnership, and DBA filings; Social security number files; Address and phone number files	as available up to present
Criminal Records	State and local	as available up to present
Specialized Material	IRS Cumulative Bulletin	1954-Present
	IRS News Releases	1984-Present
	IRS General Counsel Memoranda	1967-Present
	IRS Technical Advice Memoranda	1954-Present
	IRS Technical Memoranda	1967-Present

Category	Database	Range of Information
	IRS Actions on Decisions	1967-Present
	IRS Private Letter Rulings	1954-Present

C.5.2 Mandatory Private File

The Contractor shall host a private file collection for the Department. Full-text search and retrieval including printing and downloading of this private file collection shall be included in the flat rate. The Contractor may charge for loading and storage. Internal references in documents in the private file to material in the Contractor's system shall be hyperlinked in the same or similar manner as references from Contractor databases. At the present time the private file consists of almost 23,000 briefs (almost 720,000,000 characters) in 19 files. The Government shall be able to designate groups of files to be searched as if a single file. Documents will be provided to the Contractor in word processing or text format with metadata tags. The contractor may propose an alternative Primary offer that hosts this material on a server behind the Department's firewall and integrates the material with appropriate Contractor-hosted searches ("work product knowledge management solution"); there must be an appropriate transition plan to support the private file while the "work product knowledge management solution" is implemented.

C.5.3 Nonmandatory Databases

The Contractor shall provide unrestricted access to full-text search and retrieval to all of the legal, news, public records, financial, and other databases shown in the following table.

See LexisNexis Technical Proposal Section 1 Databases Part B - Non-Mandatory Databases

The Contractor is strongly encouraged to include additional U.S. Supreme Court, U.S. Court of Appeals, and state court briefs.

C.5.4 Maintenance

The Contractor shall maintain the accuracy and currency of all database files (except private files). All database corrections and updates shall be made available to DOJ CALR users at the same time they are made available to the Contractor's commercial users.

C.6 Documentation

C.6.1 Database

The Contractor shall provide documentation on use of the database retrieval service, e.g., manuals, reference guides, and database descriptions. The Contractor shall provide each DOJ organization (including field offices) as specified in Section G.1.3, one complete set of documentation, and subsequent updates, at no additional charge.

C.6.2 Workstation Software

The Contractor shall provide appropriate documentation to accompany the workstation software (e.g., user manuals, troubleshooting guides, command reference cards, etc.) to each DOJ CALR user either at completion of training or at time of issuance of system login identification (userid), at no additional cost.

C.7 Support Services

The Contractor shall provide the support services specified in Sections C.7.1 through C.7.3 at no additional charge. In the provision of support services, all Contractor personnel visiting the DOJ's site must be escorted by DOJ personnel if they do not have an appropriate DOJ-issued ID. Any Contractor personnel required to routinely remain on-site for indefinite periods of time will be subject to the security clearance procedures set forth in Section H.9.

C.7.1 Training

C.7.1.1 General

(a) The Contractor shall provide user training on all CALR services in accordance with its training plan. This training shall include, but not be limited to, content and use of databases, use of search and retrieval software, use of specialized system access software (including printing and downloading functions), and, effective legal research strategies. When training is provided in DOJ-provided facilities, the DOJ will provide all workstations, network configurations, software, and audiovisual equipment deemed necessary by the DOJ.

(b) All instructors provided by the Contractor shall be experienced with the CALR services and products furnished under this contract, and the training shall be geared to the Contractor's products and services and not to basic concepts. The Contractor shall provide each attendee (student) with all appropriate course material (manuals, text material, and course outlines necessary for the specific training).

(c) The Contractor shall provide on-site training by a qualified (knowledgeable in the appropriate assistive technology) trainer for disabled users, including specialized training materials for the sight-disadvantaged, physically disabled, and hearing-impaired users. The Contractor shall provide reasonable assistance in the customization (e.g. macros) of the in-use assistive software technology for use with the Contractor's proprietary software. The Contractor is encouraged to provide assistance in the use of assistive technology software when used with Internet browsers to access the Contractor's research web sites.

(d) The Contractor shall designate a Training Coordinator who will maintain a schedule of all group training provided, and will provide this schedule to the Government upon request.

C.7.1.2 Initial Implementation

The Contractor shall train all untrained DOJ CALR users no later than four (4) months after the effective date of this contract. The specific dates, times and location for the training course presentations shall be mutually agreed upon by the CALR organization user representative and the Contractor.

C.7.1.3 New Users/Refresher

(a) Training for new DOJ CALR users shall be accomplished as mutually agreed upon by the CALR organization user representative and the Contractor.

(b) Refresher training shall include, but not be limited to, new access methods and procedures, new/additional database information, and, enhancements to search and retrieval functions. The specific dates, times and location for the refresher training course presentations shall be mutually agreed upon by the CALR

organization user representative and the Contractor.

C.7.2 Telephone Support/User Assistance

The Contractor shall provide telephone support and troubleshooting assistance to DOJ users at no additional cost to the DOJ. Contractor personnel shall be available by toll-free telephone to provide technical assistance and answer DOJ questions about research strategies, database structures, software usage, and other types of information related to the use of the service. Telephone support and user assistance shall be available to all DOJ users on a continuous basis during the "system availability" hours delineated in Section C.4.2(a). Toll-free telephone access is required from CONUS, Hawaii, Alaska, Puerto Rico, Virgin Islands, Guam and Mariana Islands.

C.7.3 Contract Management

C.7.3.1 General

The Contractor shall continually ensure the quality, reliability, and availability of databases, workstation software, search and retrieval systems, products, and services provided under this Contract.

C.7.3.2 Status Meetings

(a) The Contract Manager (see Section G.2.2) shall attend periodic meetings (normally monthly) with the COTR and other DOJ personnel to discuss usage report statistics, user access problems, software and database changes, plans for future system improvements, etc. These meetings will be approximately one (1) hour in length and be held at a site in Washington DC (specific location to be identified by the COTR). Meetings will be scheduled on weekdays, except Government holidays, between 9:00 AM and 4:30 PM.

(b) If the Contract Manager is absent due to his/her illness, vacation or personal emergency, the Contractor shall designate a substitute representative who must be familiar with the Contract. Contractor's sales representatives or other support personnel may also attend these meetings.

C.7.3.3 Reports

C.7.3.3.1 General

(a) The Contractor shall prepare and furnish monthly reports on DOJ user activity and system availability as specified in Sections C.7.3.3.2 through C.7.3.3.4 below. These reports will be used to verify system availability, and to analyze usage patterns.

(b) The Contractor shall furnish all reports via email to the Government. The reports shall be in Microsoft Excel or Word format, as appropriate to the specific report.

(c) Any required or special reports may, with the Government's approval, be provided via a Contractor's web site rather than email.

(d) The Contractor shall provide a web site that contains current and historical, summary and detailed, user statistics. Access will be provided to the COTR and other individuals designated by the COTR. Component users will have their access restricted to their component's user's information.

(e) The Contractor shall provide a database or access to a database that lists all users

by user name, user id, Department organization, location if appropriate, and whether the user has flat rate only "included" (unlimited or per-user for Primary contract, respectively) access, or has access to the non-flat-rate (excluded) content.

C.7.3.3.2 Individual CALR Organization Usage Reports

(a) The Contractor shall provide each CALR organization (see Section G.1.3) reports summarizing its usage for the previous month. At a minimum, each report shall include the following elements for that organization:

- (1) Files/databases searched.
- (2) System access ID (user ID).
- (3) Session connect time for usage via the vendor's proprietary software, and the same or alternate metric for browser-based usage.

(b) The Contractor shall submit each organization's usage report to the appropriate CALR organization user representative (see Section G.1.3) by the last day of the month following the month being reported.

C.7.3.3.3 DOJ-Wide Reports

(a) The Contractor shall provide the Contracting Officer's Technical Representative (COTR) reports summarizing Department-wide usage and system availability statistics for the previous month. Note that (2) and (3) below may use different metrics for usage via the vendor's proprietary software or browser-based usage; see C.7.3.3.2(a)(3). At a minimum, each report shall include the following elements:

- (1) Files/databases searched (sorted by CALR organization to include wide DOJ-wide totals);
- (2) Session connect time (sorted by CALR organization to include DOJ-wide totals);
- (3) Number of sessions (sorted by CALR organization to include DOJ-wide totals);
- (4) Number of users (sorted by CALR organization to include DOJ-wide totals);
- (5) System downtime;

(b) The Contractor shall submit the DOJ-wide report to the COTR by the last day of the month following the month being reported.

(c) The Contractor shall provide a report, at least quarterly, in spreadsheet or database format, of all files that are added or removed from the contractor's system, with an indication of whether the file is "included" in the flat rate or "excluded".

C.7.3.3.4 Special Reports

The Contractor shall provide to the COTR/CALR organization user representative special reports as follows:

See LexisNexis Technical Proposal Section 2 - System Capabilities, Part A - System Description, LexisNexis Usage Reports and PowerInvoice

The Government may, from time to time, require additional special reports. The COTR will request these reports in consultation with the Contractor.

C.7.3.4 User ID Management

The Contractor shall provide a mechanism for maintaining user ids. Requests to add and delete users will be initiated at the organization level. Requests to add or delete any Primary contract "excluded" access users must be from the designated CALR Organization User Representative (see G.1.3) in writing (paper, email or fax) or via a web site with limited access. Individual Ids will normally be issued within one business day of receipt of request.

SECTION D - PACKAGING AND MARKING

D.1 Payment of Postage and Fees

All postage and fees related to submitting information to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall be paid by the Contractor.

D.2 Preservation, Packing and Marking

(a) All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall include the contract number.

(b) Unless otherwise specified, all material shall be preserved, packaged, and packed in accordance with normal commercial practices to insure acceptance by common carrier and safe arrival at destination.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

(a) Inspection of all services provided under this contract will be performed on a monthly basis by the COTR (or his/her authorized designee) at the Government's site in accordance with FAR Clauses 52.246-4 and Section C of this contract.

(b) The Government shall have 30 days from the date that the Section C.7.3.3.3 report is received by the COTR to inspect and accept all services provided under this contract. Negative inspection results will be furnished to the Contractor within this 30 day period. Payment will constitute notification of acceptance.

E.2 Clauses Incorporated by Reference (JUN 1988) FAR 52.252-2

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Clause Number	Title
52.246-4	Inspection of Services—Fixed Price (AUG 1996)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Delivery

F.1.1 Period of Performance

(a) The period of performance shall commence October 1, 2004 or the date funds become available, whichever is later, and end September 30, 2005.

(b) This contract may be extended, at the option of the Government, upon the same terms and conditions for a period of one (1) year or fractions thereof by the Contracting Officer giving written notice of the Government's exercise of such option to the Contractor by the first day of each fiscal year or within thirty (30) calendar days after funds for that fiscal year become available. Such exercise shall not have effect unless the Contracting Officer has given preliminary written notice of an intent to exercise such option at least thirty (30) days prior to the last day of the term of the contract. Such preliminary notice shall not be construed as an exercise of the option, and will not bind the Government to exercise the option. If the Government exercises such option, the contract, as extended, shall be deemed to include this option provision; provided, however, that the total duration of this contract, including the exercise of any options under this clause, shall not exceed 84 months. Performance of services under any such extension shall be at the prices, labor rates or estimated cost plus fixed fee, specified herein.

F.1.2 Option to Extend Services

(a) This contract includes a continuing service requirement of significant importance to the Government. In recognition of the fact that the award of follow-on contracts can be delayed due to circumstances beyond the control of the contracting office, this clause will enable the Government to require continued performance of contract services as set forth in paragraph (b) below.

(b) The Government may require continued performance of any services within the limits and at the rates specified in this contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. This option provision for continued performance is in addition to the option provision set forth in paragraph F.1.1(b) above.

(c) The Contracting Officer may exercise this option by giving written notice to the Contractor at any time during the term of this contract.

F.2 Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.3 Delivery Schedule

In addition to the CALR services specified herein, this contract includes the following deliverables under Sections C and G of the contract:

- (a) Workstation Software Section C.4.3: Delivery no later than five (5) calendar days after contract award.
- (b) System Usage Reports (Section C.7.3.3): Delivery no later than last day of month following month being reported.
- (c) Subcontracting Reports (Section G.3.1): *Deliver in accordance with 52.219-9(j)(1) and 52.219-9(j)(2). (Amend 0001 change)*

F.4 Service Degradation Credits

F.4.1 System Availability

(a) If the Contractor's system (including search and retrieval software, workstation software, database files, and Contractor's connections to the Internet) remains inoperative or inaccessible as a result of a malfunction or limitations in the Contractor's system, due to no fault or negligence of the Government or due to no fault external to the system, the Contractor shall grant a credit to the Government in accordance with the following table. The "Payment Factor" is applied against the total monthly flat-rate charge for CALR services.

Total Downtime Hours (per Month Not Greater Than	Payment Factor
5.0	100%
10.00	90.0%
15.00	82.0%
20.00	75.0%
25.00	68.0%
30.00	62.0%
35.00	56.0%
40.00	50.0%
45.00	43.0%
50.00	37.0%
55.00	31.0%
60.00	25.0%
65.00	18.0%
70.00	12.0%
75.00	6.0%
Over 80	0%

(b) Downtime will be measured on a monthly basis as follows:

- (1) Where the Contractor's system is unavailable to all DOJ CALR users, downtime hours (or fractions thereof) shall be as indicated in the system availability reports submitted under Section C.7.3.3.3. Downtime hours (or fractions thereof) occurring during the period 8:00 A.M. through 9:00 P.M., Eastern time, Monday through Friday (excluding Federal Government holidays), shall be computed as follows: each hour (or fraction thereof) of actual downtime shall be multiplied by a factor of five (5) to determine the "Total Downtime Hours".

(c) If a payment factor of 0% to 90% is applied, such payment shall not be construed to be a waiver of any rights the Government may have pursuant to the "Default" clause (see Section I.2).

F.5 Clauses Incorporated by Reference

This contract incorporates the following clauses from the Federal Acquisition Regulation (48 CFR Chapter 1) by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

Clause Number	Title
52.242-15	Stop-Work Order (AUG 1989)
52.247-35	F.O.B. Destination, Within Consignee's Premises (APR 1984)

F.6 Delivery of Redacted Proposal.

Within fifteen (15) days after contract award, the Contractor shall provide the Contracting Officer with a copy of its Technical and Price proposals, as amended, which shall be releasable to the general public in response to Freedom of Information Act (FOIA) requests. The contractor shall assert the appropriate FOIA exception and basis thereof for any material redacted.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Responsibilities for Contract Administration

G.1.1 Contracting Officer

(a) The Contracting Officer has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the Contracting Officer may delegate certain other responsibilities to his/her authorized representative.

(b) This contract will be administered by:

Pam Pilz
U.S. Department of Justice
Procurement Services Staff
National Place Bldg, Room 1000
1331 Pennsylvania Ave., NW
Washington, DC 20530
Telephone: 202-307-1966
Fax: 202-307-1933

(c) Written communications shall make reference to the contract number and shall be mailed to the above address.

G.1.2 Contracting Officer's Technical Representative (COTR)

(a) Upon award, a Contracting Officer's Technical Representative (COTR) will be designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, he/she shall not be authorized to change any terms and conditions of the resultant contract, including price.

(b) The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Clause G.4. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

The COTRs for this contract are:

Bernard Guerrero
Contracts Management Service (OCIO/ESS)
601 D Street NW, Room 4520
Washington, DC 20530
Telephone: 202-514-4537

And

Mark Miller
Contracts Management Service (OCIO/ESS)
601 D Street NW, Room 4522
Washington, DC 20530
Telephone: 202-514-4766

(c) The COTR will be responsible for the technical administration of this contract. The responsibilities

of the COTR include, but are not limited to inspecting all deliverables. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Section G.4. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

(d) The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized in writing by the Contracting Officer.

G.1.3 CALR Organization User Representative

(a) Upon award, a CALR user representative will be designated for each of the following organizations to coordinate distribution of software and documentation, requests for training and user IDs, and receipt of usage reports (for that specific organization). The CALR user representative shall not be authorized to change any terms and conditions of the resultant contract, including price.

- * Office of the Attorney General (OAG)
- * Office of the Deputy Attorney General (ODAG)
- * Office of the Associate Attorney General (OASG)
- * Antitrust Division (ATR)
- * Civil Division (CIV)
- * Civil Rights Division (CRT)
- * Community Relations Service (CRS)
- * Criminal Division (CRM)
- * Drug Enforcement Administration (DEA)
- * Environment and Natural Resources Division (ENRD)
- * Executive Office for Immigration Review (EOIR)
- * Executive Office for United States Attorneys (EOUSA)
- * Executive Office for United States Trustees (EOUST)
- * Federal Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF)
- * Federal Bureau of Investigation (FBI)
- * Federal Bureau of Prisons (BOP)
- * Foreign Claims Settlement Commission (FCSC)
- * INTERPOL-U.S. National Central Bureau (INTERPOL)
- * Justice Management Division (JMD)
- * National Drug Intelligence Center (NDIC)
- * Office of Attorney Recruitment and Management (OARM)
- * Office of Community Oriented Policing Services (COPS)
- * Office of Dispute Resolution (ODR)
- * Office of Information and Privacy (OIP)
- * Office of Intelligence Policy and Review (OIPR)
- * Office of Intergovernmental and Public Liaison (OIPL)
- * Office of Justice Programs (OJP)
- * Office of Legal Counsel (OLC)
- * Office of Legal Policy (OLP)
- * Office of Legislative Affairs (OLA)
- * Office of Professional Responsibility (OPR)
- * Office of Public Affairs (PAO)
- * Office of the DOJ Executive Secretariat (ExecSec)
- * Office of the Federal Detention Trustee (OFDT)
- * Office of the Inspector General (OIG)

- * Office of the Ombudsperson (Ombud)
- * Office of the Pardon Attorney (OPA)
- * Office of the Solicitor General (OSG)
- * Office of Tribal Justice (OTJ)
- * Professional Responsibility Advisory Office (PRAO)
- * Tax Division (TAX)
- * United States Marshals Service (USMS)
- * United States Parole Commission (USPC)

(b) Additional DOJ organizations may be added to the above list at any time during the term of this contract. The addition of any DOJ organization(s) shall not result in a change to the contract price for CALR services. An increase or decrease in the overall size of the Department of Justice by five percent or more in a single year due to the transfer of Department functions to or from another agency shall cause a good-faith renegotiation of the Primary Award flat rate for the subsequent fiscal year.

G.2 Contractor Representatives

G.2.1 Contract Administration

(a) The Contractor's representative to be contacted for all contract administration matters:

Name: [REDACTED]

Address: 1150 18th Street, NW
Washington, DC 20036
Telephone: [REDACTED]
Email: [REDACTED]

(b) The Contractor's representative shall be responsible for all contract administration issues and shall act as the central point of contact with the Government for all such issues. The representative shall have full authority to act for the contractor in all contractual matters. The representative shall be able to fluently read, write, and speak the English language.

G.2.2 Contract Manager

(a) The Contractor's representative to be contacted for all service related issues:

Name: [REDACTED]
Address: 1150 18th Street, NW
Washington, DC 20036
Telephone: [REDACTED]
Email: [REDACTED]

(b) The Contractor's representative shall be responsible for coordination and oversight of all system use, training and service quality requirements under this contract and shall act as the central point of contact with the Government for all performance issues. The representative shall have full authority to act for the Contractor in performing all contract requirements. The representative shall be fluent (read, write, and speak) in the English language.

G.3 Reports

G.3.1 Subcontracting Reports

NOTE: This section does not apply to small business concerns.

(a) The Contractor shall submit to the Contracting Officer reports for subcontracting under this particular contract and a summary report on subcontracts covering all contracts between the Contractor and DOJ which contain subcontracting goals for awards to small business and small disadvantaged business concerns.

(b) The Contractor shall prepare and submit its subcontracting reports on Standard Forms 294 and 295 *in accordance with the provisions found at FAR Subpart 52.219-9(j)(1) and 52.219-9(j)(2). (Amend 0001 change)*

G.4 Payment

G.4.1 General Invoice Requirements

(a) The Contractor shall submit invoices (an original and one (1) copy) in the month following the month for which services have been performed to the address identified in Section G.1.2.

(b) Payment for services of less than one (1) month's duration shall be prorated at one-thirtieth (1/30th) of the basic monthly charges for each calendar day, except that the thirty-first (31st) day of any month shall not be included in the computation.

(c) Any credits due the Government shall be applied against the applicable invoice with appropriate information attached.

G.4.2 Payment Provisions From the Federal Acquisition Regulations (FAR) Applicable to This Contract

(a) The current FAR clause entitled Prompt Payment, is made a part of this contract by reference.

(b) Subdivision (a) (5) (i) of the Prompt Payment clause is modified to specify the following period for constructive acceptance by the Government: The Government agrees to inspect and determine the acceptability of supplies delivered or services rendered in accordance with Section E of this contract. For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur on the last day of the above stated inspection period. However, the Contractor is not entitled to payment of contract amounts or interest unless and until actual acceptance occurs. If the products are rejected or services deficient, the provisions of this clause will apply to the date the Government receives corrected/replacement products or the date the contractor corrects the deficiencies in services.

(c) Invoices for supplies or services furnished under this contract shall be submitted to the COTR at the address shown in Clause G.1.2. Invoices may be submitted either with delivery or subsequent to delivery of the required items, or, in the case of services on a monthly basis upon completion of the service. All invoices shall contain the Contractor's Taxpayer Identification Number (TIN).

(d) For firm fixed price contracts the COTR will certify the invoice for payment and forward the invoice to the Finance Office specified in paragraph (e) below for payment with a conformed copy to the Contracting Officer specified in Clause G.1.1. For CPFF, T/M or L/H contracts, the COTR will certify the invoice for payment and forward it to the Contracting Officer in Clause G.1.1. Negative inspection results will be reported immediately to the Contracting Officer.

is: (e) The office that will make the payments due under this contract (i.e., the designated payment office)

U.S. Department of Justice
FDSS
600 E Street NW Room 4045
Washington, DC 20530-0001

(f) All invoices submitted for payment shall contain the following basic information:

1. Contract Number
2. Delivery Order Number
3. Document Control Number
4. CLIN number and description, quantity, unit price and extended total for the period covered
5. Credits
6. Date of the Invoice
7. Invoice Number
8. Date service was performed or job date
9. Contractor's complete mailing address, including zipcode and telephone number
10. Contractor's Tax ID Number (TIN)

G.4.3 Invoice Follow-Ups

All follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification should be directed to the DOJ Vendor Assistance Hotline (202) 616-6260.

G.4.4 Payment by Electronic Funds Transfer – Central Contractor Registration (FAR 52.232-33) (OCT 2003)

(a) Method of Payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirements of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims

acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Restrictions on Use

Government users (Department of Justice personnel and others described in Section C.2(a)) shall have the right to access, search, and use all databases available under this contract. Use shall include the right to download discrete files obtained in a data search to the user's personal computer word processing program, and any backup or mirror system for that computer, for storage in machine readable form and/or for the making of hard copies. The Government shall have the right to use the downloaded information in any manner necessary to accomplish its mission. This right includes, but is not limited to, using such materials (or portions thereof) in the preparation of legal briefs, memoranda, correspondence, investigatory documents, and similar documents. The right to use the Contractor's database materials is not intended to permit the bulk downloading of cases to create research databases. The Government's liability for the enforcement of any restrictions set forth in this section or any other agreement relating to usage rights, shall be limited to reasonable notification, either electronically or in writing, to its individual users, of said restrictions. The Government shall not be liable for any damages for failure of individual users to comply with restrictions on use if the Government has given appropriate notice to the individual user.

H.2 Confidentiality of Data

Duplication or disclosure of the data and other information to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of this contract, the Contractor will have access to confidential data which is either the sole property of the Department of Justice or is the sole property of other than the contracting parties. The Contractor and his subcontractor(s) (if any) agree to maintain the confidentiality of all data to which access may be gained throughout contract performance, whether title thereto vests in the Department of Justice or otherwise. The Contractor and his Subcontractor(s) (if any) agree to not disclose said data, any interpretations and/or translations thereof, or data derivative therefrom, to unauthorized parties in contravention of these provisions, without the prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. Subcontractors are subject to the same stipulations and may be held responsible for any violations of confidentiality.

H.3 Indefinite Quantity (OCT 1995 FAR 52.216-22)

(a) This is an indefinite quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order as least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that time period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to

make any deliveries under this contract after one (1) year beyond the effective period of this contract.

H.4 Ordering (OCT 1995 FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the effective period of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(d) After meeting the minimum guarantee requirement for each contract, determinations as to which contractor will receive individual task orders will be at the sole discretion of the Government. Such determinations will be made on the basis of what is in the best interests of the Government, taking into account factors such as the availability and suitability of contractor resources, quality of contractor past performance, and prices.

H.5 Ordering Activity (OCT 1995 FAR 52.216-19)

Supplies or services to be furnished under this contract shall be ordered by issuance of delivery orders issued by the Justice Management Division, Procurement Services Staff.

H.6 Order Limitations

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor –

(1) Any order for a single item in excess of the maximum amount of the contract;

(2) Any order for a combination of items in excess of the maximum amount of the contract; or

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

H.7 Guaranteed Minimum and Contract Maximum

(a) The guaranteed minimum for the primary contract is \$500,000.00. There is no guaranteed minimum beyond the base period of performance.

(b) The total value of all orders placed hereunder, during the life of the primary contract, shall not exceed \$75,000,000.00.

H.8 Contractor Commitments, Warranties, and Representations

(a) Any written commitment by the Contractor within the scope of this contract shall be binding on the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including:

- (1) any warranty or representation made by the Contractor in a proposal as to hardware or software performance, communications system's performance (excluding communications networks not under the control of the Contractor i.e. the Internet) and other physical, design or functioning characteristics of a machine, software package, subsystem, or installation date;
- (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above made in any publications, drawings, or specifications accompanying or referred to in a proposal; and
- (3) any modifications of or affirmation or representation as to the above which is made by the Contractor in or during the course of formal negotiations with the Contracting Officer, whether or not incorporated into a formal amendment to the proposal in question.

(b) Unless the Contractor expressly states otherwise in the Contractor's proposal, where functional requirements are expressly stated as part of the requirements of this contract, the Contractor, by responding, represents that the system or item proposed is capable of meeting those requirements. In the event of any inconsistency between the detailed specification and the functional specification contained in the contract, the latter will control.

H.9 Security Requirements

H.9.1 Personnel Clearances

All Contractor personnel visiting any DOJ site must be escorted by DOJ personnel. Any Contractor personnel required to remain on-site for extended or indefinite periods of time or requiring a DOJ building pass will be subject to the security clearance procedures set forth in this section. No other contractor personnel will be subject to the security clearance procedures set forth in this section unless so required by the COTR due to the specific nature of the access which that employee will have to government facilities or materials.

H.9.1.1 Acceptability of Previous Investigations/Clearances

Whenever a Contractor employee has been the subject of a prior background investigation which meets the standards prescribed in Section H.9.1.2, and was conducted by an investigative unit of another Federal Agency, clearance may be granted upon review of the prior investigation, provided that there has been no break

in service longer than one (1) year and the required investigation was conducted no more than 36 months prior to the date of the contract, and an inquiry is made of the agency of prior employment which discloses no reason why clearance should not be granted. If the prior clearance does not meet such standards, a supplemental or additional investigation will not be conducted. Even though a previous investigation is accepted as meeting the standard, a current FBI name and fingerprint check must be completed. Acceptance of a previous background investigation does not mean automatic approval for access to sensitive Departmental Information or facilities. The Department Security Officer will be the final authority on the adequacy of previous investigations.

H.9.1.2 Background Investigations

(a) The Contractor shall assure that the person(s) to be utilized in the performance of this contract shall have submitted to the Government-performed security investigations required in this clause. The intent and purpose of the investigation is to preclude the assignment of any individual who poses a threat to the Government or successful contract completion due to past unlawful or inappropriate behavior. The Contractor shall assure that each prospective contract or subcontract employee furnishes all required data in the form and format determined by the Department Security Officer (DSO) or his/her duly authorized representative.

(b) At a minimum, all Contractor personnel to be utilized under this contract must have favorable National Agency Checks with Inquiries (NACI) and credit checks. The Department Security Officer reserves the right to expand the NACI to a Full-Field Background Investigation, if deemed appropriate. In addition, the Contractor personnel must have, for at least three of the five years immediately prior to applying for this position: (1) resided in the United States; (2) worked for the United States overseas in a Federal or military capacity; or (3) been a dependent of a Federal or military employee serving overseas. All forms shall be submitted within five (5) business days after the request by the COTR.

- (1) SF-85P, Questionnaire for Public Trust Positions
- (2) OBD-220, Contractor Employee Security Information Form
- (3) INS I-9, Employee Eligibility Verification
- (4) Form FD-258, Applicant Fingerprint Card
- (5) Foreign Born or Foreign Citizen Relatives
- (6) Division/Component Confidentiality Agreement

(c) The Contractor is responsible for pre-screening all prospective employees for suitability for work on this contract and for assuring that all such persons have submitted to a Government-performed security investigation prior to assignment to this contract. The Contractor is also responsible for submitting the required security forms for all individuals proposed for hire during the life of the contract. All security forms shall be submitted at least thirty (30) days before the Contractor plans to assign the employee to work on the contract.

(d) Should access to classified National Security Information (NSI), or other classified information be required of Contractor personnel, additional safeguards will be required to protect that information according to the provisions of Title 28 Code of Federal Regulations, Part 17 (Executive Order 12356). In such instances, national security clearances for the Contractor's personnel will be required according to DOJ regulations. The Contractor agrees to ensure that all Subcontractor personnel used under this contract, who will have access to classified NSI or other information, have the appropriate access approvals in effect before being accorded access to such information.

(e) Security investigations are very costly to the Government. The Contractor shall make every reasonable effort to preclude incurring costs by the Government for security investigations for replacement of employees, and in so doing, shall assure that otherwise satisfactory and physically able employees assigned hereunder remain in contract performance for at least one year or the duration of the contract, whichever is less.

The Contractor shall take all necessary steps to assure that Contractor or subcontractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and meet all other requirements stipulated herein. The fact that the Government performs security investigations shall not in any manner relieve the Contractor of its responsibility to assure that all personnel furnished are reliable and of reputable background and sound character.

(f) Should a security investigation conducted by the Government render ineligible a Contractor-furnished employee, the Contracting Officer will investigate the cause and determine whether the Contractor has abdicated its responsibilities to make every reasonable effort to select reliable employees of reputable background and sound character. Should there be need to replace a Contractor or subcontractor employee due to nonperformance, the Contracting Officer will determine whether the Contractor has abdicated its responsibilities to make every reasonable effort to select trained and experienced employees.

(g) Should the Contracting Officer determine that the Contractor has failed to comply with the terms of paragraph (d) above, the Contractor may be held monetarily responsible, at a minimum, for all reasonable and necessary costs incurred by the Government to (1) provide coverage (performance) through assignment of individuals employed by the Government or third parties in those cases where absence of Contractor personnel would cause either a security threat or DOJ program disruption and (2) conduct security investigations in excess of those which would otherwise be required.

(h) Nothing in this Section shall require the Contractor to bear costs involved in the conduct of security investigations for replacement of an employee who becomes deceased or severely ill for a long period of time.

(i) Acceptance by the Government of consideration to which the Government may be entitled pursuant to paragraph (e) above shall not be construed to establish a course of conduct which will serve to limit the rights and remedies otherwise available to the Government. Under no circumstances shall the Contractor fail to comply with the terms and conditions set forth herein without assuming liability for such failure as may be established pursuant to this Clause. The rights and remedies conferred upon the Government by this Clause are in addition to all and other rights and remedies specified elsewhere in this contract or established by law.

(j) Contractor or subcontractor personnel requiring regular access to DOJ buildings will be issued a DOJ building pass (access card). Passes shall be subject to periodic review by the Contractor's Supervisor and checked against the employee's personal identification. The Contractor's employees shall present themselves for the issuance of renewed passes when required by the Government as scheduled by the COTR or his designee. The Contractor shall notify the COTR when employee passes are lost, and must immediately apply for reissuance of a replacement pass. It is the Contractor's responsibility to return passes to the COTR or his designee when a Contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

(k) The Contractor agrees to insert, in all subcontracts hereunder, language which shall conform substantially to the language of this clause, including this paragraph.

H.10 Standards of Conduct

In performing this contract, Contractor personnel may be required to interact with high level government and non-government officials. The Contractor shall ensure that all its personnel conduct their work in a professional and responsible manner. All Contractor personnel working on the Government's site shall abide by the rules and regulations as set forth in the DOJ Employee Standards of Conduct (28 CFR Part 45).

H.11 Publicity

Publicity releases in connection with this contract shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

H.12 Freedom of Information Act Requests for Contractor's Proposal

Notwithstanding any other provision in this contract or any statement or restriction in the contractor's proposal, by entering into this contract, the Contractor acknowledges that the Government will release Section B. of this contract in its entirety in response to Freedom of Information Act (FOIA) requests without giving the contractor advance notice of the release. With respect to a FOIA request for any *other* part of the Contractor's *business or* technical proposal that is either set forth or incorporated by reference in this contract, before responding to the FOIA request the Government will afford the Contractor an opportunity to explain why it believes some or all of the relevant parts of the technical proposal may be exempt from release under the FOIA. *(Amend 0001 change)*

PART II

SECTION I - CONTRACT CLAUSES

I.1 Availability of Funds (FAR 52.232-18) (APR 1984)

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.

I.2 Clauses Incorporated by Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates the following FAR clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at these Internet addresses: <http://www.amet.gov> and <http://www.gsa.gov>.

Clause Number	Title
52.202-1	Definitions (DEC 2001)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitations on Payments to Influence Certain Federal Transactions (JUN 2003)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.215-2	Audit and Records - Negotiations (JUN 1999)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.219-8	Utilization of Small Business Concerns (OCT 2000)

Clause Number	Title
52.219-9 ALT II	Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 2002)
52.219-16	Liquidated Damages—Small Business Subcontracting Plan (JAN 1999)
52.222-3	Convict Labor (JUN 2003)
52.222-19	Child Labor - Cooperation with Authorities and Remedies (JAN 2004) (Amend 0001 change)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (APR 2002)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) (Amend 0001 change)
52.222-38	Compliance with Veteran's Reporting Requirements (DEC 2001)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)(Amend 0001 change)
52.225-1	Buy American Act-Supplies (JUN 2003)
52.225-13	Restrictions on Certain Foreign Purchases (DEC 2003) (Amend 0001 change)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-3	Patent Indemnity (APR 1984)
52.227-19	Commercial Computer Software—Restricted Rights (JUN 1987)
52.229-3	Federal, State and Local Taxes (APR 2003) (Amend 0001 change)
52.229-5	Reserved (Amend 0001 change)
52.232-1	Payments (APR 1984)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-17	Interest (JUN 1996)

Clause Number	Title
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003) (<i>Amend 0001 change</i>)
52.233-1	Disputes (JUL 2002)
52.233-3	Protest After Award (AUG 1996)
52.242-13	Bankruptcy (JUL 1995)
52.243-1 ALT II	Changes—Fixed-Price (AUG 1987)
52.244-2 ALT I	Subcontracts (AUG 1998)
52.244-6	Subcontracts for Commercial Items and Commercial Components (APR 2003) (<i>Amend 0001 change</i>)
52.248-1	Value Engineering (FEB 2000) (<i>Amend 0001 change</i>)
52.249-2	Termination for Convenience of the Government (Fixed Price) (SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)

1.3 Central Contractor Registration (**OCT 2003 FAR 52.204-7**)

(a) Definitions. As used in this clause -

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc., (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that -

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number -

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name

(whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.4 Service of Protest (AUG 1996) (Amend 0001 change) FAR 52.233-2)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Department of Justice, Director, Procurement Services Staff, National Place Building, Suite 1000, 1331 Pennsylvania Ave., NW, Washington, DC 20530-0001.

B. The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

PART III - ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

- | | | |
|----|--|----------|
| 1. | Mandatory Databases - State Materials | 11 pages |
| 2. | B-2 Price List for Products and Services | 12 pages |

Section J, Attachment No. 1 - Mandatory Databases - State Material

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Alabama</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court of Civil Appeals</u> <u>Court of Criminal Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1954 to Present</u> <u>1965 to 1969</u> <u>1969 to Present</u> <u>1969 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Alaska</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1959 to Present</u> <u>1980 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Arizona</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1898 to Present</u> <u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Arkansas</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1979 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>California</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Courts of Appeal</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1883 to Present</u> <u>1945 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Colorado</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1864 to Present</u> <u>1970 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Connecticut</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Appellate Court</u> <u>Superior Court</u> <u>Circuit Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1938 to Present</u> <u>1983 to Present</u> <u>1961 to Present</u> <u>1961 to 1974</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Delaware</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Chancery</u> <u>Superior Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1945 to Present</u> <u>1945 to Present</u> <u>1945 to Present</u> <u>Current</u> <u>Current</u> <u>1977 to Present</u>
<u>District of Columbia</u>	<u>Case Law:</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>Statutes</u>	<u>1943 to Present</u> <u>Current</u> <u>Current Code</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Florida</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>District Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1886 to Present</u> <u>1957 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Georgia</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1937 to Present</u> <u>1945 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Hawaii</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Intermediate Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1959 to Present</u> <u>1980 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Idaho</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1982 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Illinois</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Appellate Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1885 to Present</u> <u>1945 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Indiana</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1933 to Present</u> <u>1944 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Iowa</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1977 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Kansas</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1945 to Present</u> <u>1977 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Kentucky</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1976 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Louisiana</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1887 to Present</u> <u>1944 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Maine</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1984 to Present</u>
<u>Maryland</u>	<u>Case Law:</u> <u>Court of Appeals</u> <u>Court of Special Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1937 to Present</u> <u>1967 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Massachusetts</u>	<u>Case Law:</u> <u>Supreme Judicial Court</u> <u>Appeals Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1899 to Present</u> <u>1972 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Michigan</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1899 to Present</u> <u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Minnesota</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1898 to Present</u> <u>1983 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Mississippi</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Missouri</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1924 to Present</u> <u>1944 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Montana</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Nebraska</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u>	<u>1965 to Present</u> <u>1992 to Present</u> <u>Current</u> <u>Current Code</u>
<u>Nevada</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1945 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>New Hampshire</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>New Jersey</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Superior Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1899 to Present</u> <u>1899 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>New Mexico</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1945 to Present</u> <u>1966 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>New York</u>	<u>Case Law:</u> <u>Court of Appeals</u> <u>Appellate Division</u> <u>Miscellaneous Lower Courts</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1885 to Present</u> <u>1912 to Present</u> <u>1912 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>North Carolina</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1943 to Present</u> <u>1968 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>North Dakota</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1942 to Present</u> <u>1987 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Ohio</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1821 to Present</u> <u>1923 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Oklahoma</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Criminal Appeals</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1945 to Present</u> <u>1969 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Oregon</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1945 to Present</u> <u>1969 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Pennsylvania</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Superior Court</u> <u>Commonwealth Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1885 to Present</u> <u>1944 to Present</u> <u>1970 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Rhode Island</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1981 to Present</u>
<u>South Carolina</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>1983 to Present</u> <u>Current</u> <u>Current Code</u> <u>1959 to Present</u>
<u>South Dakota</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Tennessee</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court of Criminal Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1943 to Present</u> <u>1967 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

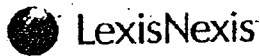
<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Texas</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Criminal Appeals</u> <u>Court of Civil Appeals</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1886 to Present</u> <u>1944 to Present</u> <u>1944 to 1981</u> <u>1981 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Utah</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1945 to Present</u> <u>1987 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Vermont</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u>
<u>Virginia</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1925 to Present</u> <u>1985 to Present</u> <u>Current</u> <u>Current Code</u> <u>1980 to Present</u>
<u>Washington</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1898 to Present</u> <u>1969 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>West Virginia</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Wisconsin</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1978 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Wyoming</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1959 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Puerto Rico</u>	<u>Statutes</u>	<u>Current Annotated Code</u>
<u>Virgin Islands</u>	<u>Statutes</u>	<u>Current Annotated Code</u>



Revised B-2 Unit Prices for Primary Award - Best Value Offer

0001	BNA - Antitrust Division package: Antitrust, Patent, Trade & Copyright				month	Antitrust Division	\$1,700
0002	BNA - Antitrust Division Mergers & Acquisition package				month	Antitrust Division	\$700
0003	BNA - Civil Division package: Class Action, Corporate Accountability, Environment, Federal Contracts, Health Care, International Trade, Labor, Privacy, Securities				month	Civil Division	\$4,200
0004	BNA - Civil Rights Division package: Labor, Privacy				month	Civil Rights Division	\$900
0005	BNA - Criminal Division package: Federal Contracts, Health Care				month	Criminal Division	\$1,100
0006	BNA - Environment and Natural Resources Division package: environment				month	Environment and Natural Resources Division	\$1,100
0007	BNA - Executive Office for United States Attorneys package: Antitrust, Environment, Federal Contracts, Health Care, Labor, Patent, Trade & Copyright, Securities				month	Executive Office for United States Attorneys	\$15,400
0008	BNA - Executive Office for United States Attorneys Mergers & Acquisitions package				month	Executive Office for United States Attorneys	\$1,900
0009	BNA - Executive Office for United States Trustees package: Bankruptcy				month	Executive Office for United States Trustees	\$750
0010	BNA - Federal Bureau of Investigation package: Health Care				month	Federal Bureau of Investigation	\$500
0011	BNA - Justice Management Division package: Labor, Privacy				month	Justice Manage- ment Division	\$450



0012	BNA - Office of the Inspector General package: Corporate Accountability, Federal Contracts				month	Office of the Inspector General	\$100
0013	BNA - Tax Division package: Tax				month	Tax Division	\$3,200
0014	Company Dossier Complete and Industry Dossier				month	user	\$12
0015	Company Dossier Complete and Industry Dossier - upgrade from Snapshot				month	user	\$8
0016	CourtLink - Assisted Search				one-time	report	See Appendix C
0017	CourtLink - Document retrieval (runner)				one-time	report	See Appendix C
0018	CourtLink - TRACK				month	user	See Appendix C
0019	D & B Business Information Reports				one-time	report	See Appendix D
0020	GOV20 to GOV22 upgrade, component-wide				month	user	\$10
0021	InstantID				one-time	search	\$0.75
0022	Law Enforcement Name and Address Verification				one-time	search	\$2
0023	Law Enforcement telephone lookup and reverse lookup				one-time	search	\$0.75
0024	LN Publisher - additional topics				month	topic	\$70
0025	Prison access - DVD - federal and state caselaw & statutes				year	per DVD for one year of service	\$8,000
0026	Private Nodes - additional connections				month	node	\$3,500
0027	Time Matters - Enterprise Edition				one-time license fee	user	\$300
0028	Transactional pricing plan					transaction	See Appendix F
0029	Batch Solutions					per input	\$0.25 - \$1.00



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Business Proposal - Computer-Assisted Legal Research 3

Submitted in Response to Solicitation # DJJD04RFP0267

Section 4 - Pricing Tables

0030	Selsint - Accurint client, web & wireless access				month	per user up to 1,500 users	\$82.21
0031	Selsint - Accurint client, web & wireless access				month	per user between 1,501 and 3,000 users	\$61.66
0032	Selsint - Accurint client, web & wireless access				month	per user between 3,001 and 6,000 users	\$46.25
0033	Selsint - Accurint client, web & wireless access				month	per user between 6,001 and 9,000 users	\$34.68
0034	Selsint - Accurint client, web & wireless access				month	per user between 9,001 and 12,000 users	\$26.01

Note:

Unit prices increase 5% per year starting in option period one.



CourtLink Primary Award Source Materials

Document Retrieval Pricing:

Document Retrieval prices vary significantly by court and different fees may be applicable. See table below for a list of all fees and available discounts.

Service	List Price	Discounted?	DOJ Price
Document Retrieval	[REDACTED]	[REDACTED]	\$74.10 - \$90.25
Name Search	[REDACTED]	[REDACTED]	\$66.50 - \$82.65
Research Fees (when applicable)	[REDACTED]	[REDACTED]	\$78 - \$95/hr
Copy Fees	[REDACTED]	[REDACTED]	\$.65 - \$2.00/pg
Fax or Email of doc (<10 pages)	[REDACTED]	[REDACTED]	\$1.50/pg
Express Mail (>10 pages)	[REDACTED]	[REDACTED]	
Archive Fees (when applicable)	[REDACTED]	[REDACTED]	\$80 - \$120
Rush Fee	[REDACTED]	[REDACTED]	\$20

Online Document Pricing:

Documents that are available online in PDF form are available at \$.15/page.

Assisted Search Pricing:

Assisted Searching is a Search that a CourtLink representative can do electronically, without sending a runner to the courthouse. List price for this service is \$28 per search, [REDACTED]



LexisNexis

Technical Proposal - Computer-Assisted Legal Research 3

Submitted in Response to Solicitation # DJJD04RFP0267
Appendix C**Track Pricing:**

CourtLink's Track feature can be sold as a subscription [REDACTED]
Transactional rates are seen below.
[REDACTED]

<u>Court</u>	<u>Monthly</u>	<u>Weekly</u>	<u>Daily</u>
U.S. District Court	\$10.00	\$6.50	\$5.00
U.S. Court of Federal Claims	\$10.00	\$6.50	\$5.00
U.S. Bankruptcy Courts	\$18.00	\$15.00	\$12.00
U.S. Circuit Court of Appeals	\$14.00	\$10.00	\$7.00
State Courts - A	\$10.00	\$6.50	\$5.00
State Courts - B	\$13.50	\$9.50	\$7.50
State Courts - C	\$18.50	\$15.50	\$12.50

**State Court Categories:**

Arizona: Maricopa County Superior Court; Pima County Justice Courts	Category A
California: Alameda, Los Angeles, San Francisco, San Joaquin, Santa Cruz and Ventura County Superior Courts	Category A
Connecticut: Superior Courts, statewide	Category B
Delaware: Court of Chancery (Wilmington)	Category A
Florida: Brevard, Escambia, Manatee and Monroe County Circuit & County Courts	Category A
Florida: Duval, Miami-Dade and Polk County Circuit & County Courts	Category B
Illinois: Adams, Cook, Macon and Montgomery County Circuit Courts	Category A
Maryland: District Courts, statewide; Montgomery and Prince George's County Circuit Courts	Category B
Missouri: Circuit Courts in 1 st , 3 rd , 5 th , 6 th , 8 th , 9 th , 11 th , 12 th , 13 th , 14 th , 15 th , 16 th , 18 th , 19 th , 20 th , 22 nd , 24 th , 28 th , 29 th , 30 th , 32 nd , 33 rd , 34 th , 35 th , 37 th , 38 th , 42 nd , and 45 th Circuits)	Category A
New Jersey: Superior Courts, statewide	Category C
New York: Supreme Courts statewide; New York County Clerk Records (summary only); New York City Judgment Docket Liens Books (summary only)	Category B
North Carolina: District & Superior Courts, statewide	Category C
Ohio: Athens, Butler, Clermont, Cuyahoga, Franklin, Greene, Hamilton, Knox, Lake, Lawrence, Lorain, Montgomery, Scioto and Stark County Court of Common Pleas	Category A
Oregon: Circuit & District Courts, statewide; Court of Appeals; Supreme Court; Tax Court	Category B
Pennsylvania: Allegheny County Court of Common Pleas	Category A
Texas: El Paso and Nueces County District Courts	Category A
Texas: Dallas, Harris and Tarrant County District & County Courts; Dallas and Tarrant County Probate Courts; Tarrant County Justice of the Peace Courts	Category C
Virginia: District Courts, statewide; Circuit Courts in 54 jurisdictions	Category A
Washington: District, Municipal & Superior Courts, statewide	Category B
Washington: Court of Appeals Divisions I, II & III; Supreme Court	Category C
Wisconsin: Circuit Courts, statewide excluding Outagamie	Category



Dun & Bradstreet Reports

LexisNexis provides the most extensive collection of D&B business credit and non-business credit reports. The following D&B business reports are available through the D&B Gateway:

D&B Business Information Report (BIR) - provides an overall profile of a company and information and analysis to help you evaluate a firm's operations, profitability, and stability. This report can provide payment information, banking, finance, public filings, special events, company history and management history. Access this report to obtain the registered names of a company, as well as DBA's; to assess overall risk in doing business with a company; to complete pre-sales call research on a prospect or customer; to research ownership details.

D&B Payment Analysis Report (PAR) - provides in-depth historical analysis of a business' payment habits as reported to D&B. It illustrates how a firm pays certain industries and certain credit amounts and how its payment record compares to the records of similar sized firms in the same industry. Also provided is information on a firm's banking relationships, public filings, and special events, when available. Access this report to discern between a company's willingness and ability to pay; to check for bankruptcy filings or new ownership; to assess payment trends.

D&B Supplier Evaluation Report (SER) - provides information and analyses to assess the risk of doing business with a supplier. Access this report to uncover other products and services your supplier offers; to benchmark a supplier against other national and local providers; to obtain a quick, overall evaluation of risk.

D&B Business Background Report (BBR) - provides useful information on a company's history and operations as well as business background of its management and generally includes a business summary and special events section. Access this report to review the operations of a company; to plan for a sales call; to obtain history and business background of a company's management.

D&B Dun's Financial Profiles (DFP) - provide an overview of a firm's financial condition, complete with industry benchmarking of a firm's key business ratios, financial and payment performance. Access this report to see a company's bottom line; to measure overall growth or decline; to see if the concentration of assets are weak; to see a strong indication of how a company compares to its peers.

D&B Government Activity Report (GAR) - provides details on a company's transactions with the federal government as reported to D&B. The report helps to gauge a firm's reliability based on a wide range of government transactions including contracts, loans, and grants, and provides insight into a firm's dependence on government contracts to help you assess how the firm might be affected by present or future cutbacks. Access this report to identify companies and related entities that cannot do business with the government.

D&B Comprehensive Report (CR) - an analytical tool that can help assess new and existing business relationships where the large-dollar and/or long term nature of the commitment pose a significant risk or opportunity. This report combines the power of D&B's predictive scores with the proven value of business and payment information, help your customer determine both the current profile and future outlook for an account. Access this report to assess the financial strength of a company; to determine the likelihood that a company will become delinquent in its payments.



Dun & Bradstreet Pricing

D&B Business Information Report (BIR) D&B Region from which licensed material are generated	Region of User ID						
	<u>US</u>	<u>Japan</u>	<u>Europe</u>	<u>Pacific</u>	<u>Canada</u>	<u>Latin America</u>	<u>Asia</u>
ISA Region Price	\$104.50	\$263.00	\$221.00	\$292.00	\$158.00	\$158.00	\$378.00
Canada Region Price	\$137.00	\$399.00	\$210.00	\$292.00	\$84.00	\$158.00	\$378.00
Europe 1 Region Price	\$261.00	\$599.00	\$154.00	\$292.00	\$302.00	\$394.00	\$473.00
Europe 2 Region Price	\$261.00	\$599.00	\$210.00	\$394.00	\$454.00	\$394.00	\$578.00
Latin America/Caribbean Region Price	\$309.00	\$599.00	\$315.00	\$394.00	\$454.00	\$394.00	\$548.00
Asia Region Price	\$331.00	\$599.00	\$315.00	\$394.00	\$529.00	\$473.00	\$473.00
Pacific Region Price	\$331.00	\$599.00	\$315.00	\$193.00	\$454.00	\$473.00	\$473.00
Japan Region Price	\$331.00	\$315.00	\$315.00	\$394.00	\$529.00	\$473.00	\$578.00
D&B Payment Analysis Report (PAR)	\$72.50	\$72.50	\$72.50	\$72.50	\$72.50	\$72.50	\$72.50
D&B Supplier Evaluation Report (SER)	\$108.50	\$108.50	\$108.50	\$108.50	\$108.50	\$108.50	\$108.50
D&B Business Background Report (BBR)	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
D&B Dun's Financial Profiles (DFP)	\$123.90	\$123.90	\$123.90	\$123.90	\$123.90	\$123.90	\$123.90
D&B Government Activity Report (GAR)	\$64.60	\$64.60	\$64.60	\$64.60	\$64.60	\$64.60	\$64.60
D&B Comprehensive Report (CR)	\$123.00	\$123.00	\$123.00	\$123.00	\$123.00	\$123.00	\$123.00

A listing of the countries included in each region follows.



D&B Regions

1. USA Region

United States

2. Canada Region

Canada

3. Europe 1 Region

Western Europe

Albania
Austria
Belgium
Bosnia and
Herzegovina
Bulgaria
Croatia
Cyprus
Czech Republic
Denmark
Finland
France
Germany

Gibraltar
Greece
Hungary
Iceland
Ireland
Italy
Luxembourg
Macedonia
Malta
Netherlands
Norway

Poland
Portugal
Romania
Serbia and
Montenegro
Slovak Republic
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom

4. Europe 2 Region

Eastern Europe

Armenia
Azerbaijan
Belarus
Estonia
Georgia

Kazakhstan
Kyrgyzstan
Latvia
Lithuania
Moldova

Russia
Tajikistan
Turkmenistan
Ukraine
Uzbekistan

Africa

Algeria
Angola
Benin
Botswana
Burkina Faso
Burundi
Cameroon
Cape Verde
Central African
Republic
Chad
Congo
Cote D'Ivoire
Djibouti
Egypt
Equatorial Guinea
Eritrea
Ethiopia
Gabon

Gambia
Ghana
Guinea
Guinea-Bissau
Kenya
Lesotho
Liberia
Lybia
Madagascar
Malawi
Mali
Mauritania
Mauritius
Morocco
Mozambique
Namibia
Niger
Nigeria

Reunion
Rwanda
Sao Tome &
Principe
Senegal
Seychelles
Sierra Leone
Somalia
South Africa
Suda
Swaziland
Tanzania
Togo
Tunisia
Uganda
Zaire
Zambia
Zimbabwe



D&B Regions (con't)

Middle East

Bahrain
Iran
Iraq
Israel
Jordan

Kuwait
Lebanon
Oman
Qatar
Saudi Arabia

Syria
United Arab
Emirates
Yemen

5. Latin America/Caribbean Region

Antigua
Argentina
Bahamas
Barbados
Belize
Bermuda
Bolivia
Brazil
Chile
Colombia
Costa Rica
Cuba
Dominica
Dominican Republic

Ecuador
El Salvador
Falkland Islands
French Guiana
Grenada
Guadeloupe
Guatemala
Guyana
Haiti
Honduras
Jamaica
Martinique
Mexico
Netherlands Antilles

Nicaragua
Panama
Paraguay
Peru
Puerto Rico
St. Vincent & the
Grenadines
St. Lucia
St. Kitts & Nevis
Suriname
Trinidad & Tobago
Turks & Caicos Islands
Uruguay
Venezuela

6. Asia Region

Afghanistan
Bangladesh
Brunei
Cambodia
China
French Polynesia
Hong Kong
India

Indonesia
Korea
Laos
Macau
Malaysia
Maldives
Myanmar
Nepal

Pakistan
Philippines
Singapore
Sri Lanka
Taiwan
Thailand
Vietnam

7. Pacific Region

Australia
Fiji
Guam
Kiribati
Marshall Islands

Micronesia
New Caledonia
New Zealand
Palau
Papau New Guinea

Samoa
Solomon Islands
Tonga
Tuvalu
Vanuatu

8. Japan Region

Japan

AWARD/CONTRACT

1. THIS CONTRACT IS A RATED ORDER
UNDER DPAS (15 CFR 350.106-2.0 2009)

RATING

PAGE OF PAGE

1 43

2. CONTRACT (Proc. Inst. Ident.) NO.

DJJ05C1070

3. EFFECTIVE DATE

10-01-2004

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.

5. ISSUED BY

CODE

U.S. Department of Justice

JMD, Procurement Services Staff

1331 Pennsylvania Ave., NW, National Place Bldg, Ste 1000

Washington, DC 20530

6. ADMINISTERED BY (If other than Item 5)

CODE

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

West Publishing

610 Opperman Drive

Eagan, Minnesota 55123

8. DELIVERY

☐ FOB ORIGIN☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

Net 30

10. SUBMIT INVOICES
(4 copies unless otherwise specified) TO THE
ADDRESS SHOWN IN:

ITEM

See Section G.4

CODE

FACILITY CODE

1. SHIP TO/MARK FOR

CODE

JMD, Contracts Management Service (OCIO/ESS)

601 D Street NW, Room 4522

Washington, DC 20530

12. PAYMENT WILL BE MADE BY

CODE

See Section G.4

3. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 253(c) ()

14. ACCOUNTING AND APPROPRIATION DATA

OT0940100704 YREGDOC: 5-59-4007 OC: 2533 \$4,949,004.00

15A. ITEM NO.

15B. SUPPLIES/SERVICES

15C. QUANTITY

15D. UNIT

15E. UNIT PRICE

15F. AMOUNT

0001

Computer-Assisted Legal Research 3 (CALR3) for
the Department of Justice (Base Year, 10-01-04 -
09-30-05)

12

MO

412,417.00

4,949,004.00

The Contractor's Proposal, dtd 04-07-04 and revised
07-22-04 & 09-14-04 is hereby incorporated in its
entirety by reference. Ordering primary (B-1) services
satisfies the minimum order guarantee.

15G. TOTAL AMOUNT OF CONTRACT

\$4,949,004.00

16. TABLE OF CONTENTS

✓	SEC.	DESCRIPTION	PAGE(S)	✓	SEC.	DESCRIPTION	PAGE(S)
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X	A	SOLICITATION/CONTRACT FORM	4	X	I	CONTRACT CLAUSES	5
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	13	X	J	LIST OF ATTACHMENTS	1
X	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	IBR
X	F	DELIVERIES OR PERFORMANCE	3		L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
X	G	CONTRACT ADMINISTRATION DATA	7		M	EVALUATION FACTORS FOR AWARD	
X	H	SPECIAL CONTRACT REQUIREMENTS	6				

CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

☒ CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to signs document and return 1 copies to issuing office.) Contractor agrees to furnish
d deliver all items or perform all the services set forth or otherwise identified above
d on any continuation sheets for the consideration stated herein. The rights and
ligations of the parties to this contract shall be subject to and governed by the
lating documents: (a) this award/contract, (b) the solicitation, if any, and (c) such
visions, representations, certifications, and specifications, as are attached or
orporated by reference herein. (Attachments are listed herein.)18. ☐ AWARD

(Contractor is not required to sign this document.) Your offer on

Solicitation Number

including the additions or changes made by you which additions or changes are set forth
in full above, is hereby accepted as to the items listed above and on any continuation
sheets. This award consummates the contract which consists of the following documents:
(a) the Government's solicitation and your offer, and (b) this award/contract. No further
contractual document is necessary.

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

Malcolm D. Conner, Vice President

20A. NAME OF CONTRACTING OFFICER

Connie H. Simmons

B. NAME OF CONTRACTOR

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA

20C. DATE SIGNED

Malcolm D. Conner
(Signature of person authorized to sign)

9/27/04

BY Connie H. Simmons
(Signature of Contracting Officer)

27 Sep 04

EVIOUS EDITION UNUSABLE

form was electronically produced by Elite Federal Forms, Inc.

STANDARD FORM 26 (REV. 4-85)
Prescribed by GSA
FAR (48 CFR) 53.214(a)

**COMPUTER-ASSISTED LEGAL RESEARCH 3
FOR THE DEPARTMENT OF JUSTICE**

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 General

(a) The Contractor shall provide, in accordance with the requirements specified herein, all resources necessary to furnish Computer-Assisted Legal Research (CALR) to all Department of Justice (DOJ) components.

(b) The contract includes a base period and six (6) option periods as described below:

Base Period	10/1/2004 through 9/30/2005
Option Period 1	10/1/2005 through 9/30/2006
Option Period 2	10/1/2006 through 9/30/2007
Option Period 3	10/1/2007 through 9/30/2008
Option Period 4	10/1/2008 through 9/30/2009
Option Period 5	10/1/2009 through 9/30/2010
Option Period 6	10/1/2010 through 9/30/2011

The start date for the Base Period may be adjusted to reflect the actual contract effective date.

B.2 Pricing Tables

Contract prices for all CALR services provided hereunder shall be as specified in Sections B.2.1, B.2.2 below.

B.2.1 Unlimited Usage Prices for Primary Award

Table B-1: Unlimited Usage Prices for Primary Award					
C/LIN	CONTRACT PERIOD	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL
0001	BASE PERIOD (FY 2005)	12	MONTH	\$366,667	\$4,400,004
1001	OPTION PERIOD 1 (FY 2006)	12	MONTH	\$385,000	\$4,620,000
2001	OPTION PERIOD 2 (FY 2007)	12	MONTH	\$404,250	\$4,851,000

3001	OPTION PERIOD 3 (FY 2008)	12	MONTH	\$424,463	\$5,093,556
4001	OPTION PERIOD 4 (FY 2009)	12	MONTH	\$445,686	\$5,348,232
5001	OPTION PERIOD 5 (FY 2010)	12	MONTH	\$467,970	\$5,615,640
6001	OPTION PERIOD 6 (FY 2011)	12	MONTH	\$491,368	\$5,896,416
GRAND TOTAL					\$35,824,848

B.2.2 Unit Prices for Primary Award (B-2 Table)

See Attachment 2, B-2 Price List for products and prices.

B.2.3 Reserved.

B.2.4 Reserved.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 INTRODUCTION

(a) The intent of this contract is to establish a cost-effective vehicle for unlimited access to commercially available computerized legal and related information that meets the Department's basic research needs. This contract will be the primary source for automated legal research within the Department but not necessarily the only source for each DOJ component, i.e., other commercially available research products/services may be used to supplement services available under this contract.

(b) The U.S. Department of Justice (DOJ) is the principal law enforcement organization in the Executive Branch of the Federal Government. The DOJ performs a wide range of duties that include investigating, apprehending, and prosecuting violators of Federal criminal statutes; representing the United States in Federal courts, including the Supreme Court; and operating and maintaining the Federal Prison System. These duties are performed by 43 component organizations whose employees are located throughout the United States, its territories and in 47 countries. The DOJ's major law enforcement bureaus are the Federal Bureau of Investigation, the Drug Enforcement Administration, the United States Marshals Service, the Bureau of Prisons, and the Bureau of Alcohol, Tobacco, Firearms and Explosives.

(c) The bulk of the DOJ's legal/litigation work is performed by United States Attorneys and their staffs throughout the United States. In addition, six litigating divisions (Antitrust, Civil, Civil Rights, Criminal, Environment and Natural Resources, and Tax) provide legal advice and enforce the law in their respective areas of responsibility. Various other offices and organizations within the DOJ support litigation and law enforcement activities, including the Office of Justice Programs, the Office of the Solicitor General, the Office of Legal Counsel, the Office of Professional Responsibility, United States Trustees, and other offices and organizations.

(d) DOJ oversight, management and policy direction are provided by the Office of the Attorney General, the Office of the Deputy Attorney General, the Office of the Associate Attorney General, the Executive Office of United States Attorneys, the Office of the Inspector General, the Office of Legal Policy, the Office of Public Affairs, the Office of Legislative Affairs, and other organizations. The Justice Management Division performs a variety of administrative services for all components.

C.1.1 Background

(a) In 1999, the DOJ entered into the Computer Assisted Legal Research 2(CALR2) contract in order to obtain access to legal and other databases at a reasonable cost; this was a successor to the 1994 CALR contract. This next contract will meet not only the requirements of the current CALR2 contract, but also the needs of the Department that have expanded since entering into that contract in 1999. These requirements include enhanced Internet access, greater public documents access, and the expansion and enhancement of private files (e.g., brief banks) for the exclusive use of the Department.

(b) Because access to up-to-date and comprehensive legal, news, and public record information is a critical on-going mission requirement, even more so in the post-9/11 world, the DOJ currently relies on a wide variety of automated research services including BNA, Choicepoint, Commerce Clearing House, Dialog, Newsbank, READEx, Hein On-Line, Gale InfoTrac, Dun & Bradstreet, LexisNexis, and Westlaw. The DOJ obtains these services through the CALR2 contract, the GSA schedule, the FEDLINK contract (administered by the Library of Congress), and other contractual vehicles.

C.1.2 Objective

The purpose of this contract is to provide DOJ employees cost-effective on-line legal research services in

support of DOJ's mission. Services to be provided under this contract include:

- Computerized access to complete legal, news, financial, public record and related information databases;
- Full-text search and retrieval capability within individual databases and across databases;
- LAN-capable, Internet, and standalone telecommunications access; and
- Related support services.

C.2 Scope of Contract

(a) This contract will be used to obtain on-line computerized access, search and retrieval from existing legal, news, public record, and related database files for the DOJ on an unlimited access basis. This contract will support and the Primary flat rate will cover the CALR needs of all DOJ component organizations and personnel, including DOJ-authorized contractor personnel, detailees from client agencies, joint project personnel, and DOJ employees performing authorized pro bono work, at any location within the continental United States (CONUS), Hawaii, Alaska, Puerto Rico, Virgin Islands, Guam and Mariana Islands. There are a few DOJ users stationed in foreign countries in South America, Europe, etc., that may also require access to the Contractor's CALR services - the DOJ will bear any telecommunications costs necessary for this subset of DOJ users to access the Contractor's system. With the exception of the Primary (B-1) flat rate, the Primary contract may be used to provide legal research databases to inmates or detainees under the jurisdiction of the Bureau of Prisons or any other Department component.

(b) This contract will be the primary source for CALR within the Department but not necessarily the only source for each DOJ component, i.e., other commercially available research products/services may be used to supplement services available under this contract.

C.3 CALR User Profiles

(a) There are approximately 25,000 CALR users in the DOJ. Although many users are located in the Washington, DC metropolitan area, the majority of users are located throughout the continental U.S., Alaska, Hawaii, Guam, Virgin Islands, and Puerto Rico in the U.S. Attorneys Offices and other organizations. Detailed usage statistics for FY02 for the current primary and secondary contract holders are contained in a CD-ROM that is available upon request from the Contracting Officer.

(b) The statistics provided in the CD-ROM referenced in paragraph (a) are an indication of past DOJ CALR systems usage patterns. However, by listing past usage patterns, the DOJ is neither forecasting, nor guaranteeing future patterns of use under this contract. Note that since FY02 the INS has left the Department and BATF has joined it. Also note that FBI Secondary contract flat rate usage started in March 2002. Note further that the current Primary flat rate does not include public records for FBI and DEA.

(c) CALR users shall be able to access the Contractor's online system using existing DOJ equipment and telecommunications capabilities. DOJ users shall access the Contractor's system using the following methods, and others as appropriate:

- (1) The primary access method will be via the Internet. Most users will access the Internet through the DOJ intranet firewall; some users will have dial-up or broadband access at work or from other locations, including their residence.
- (2) A secondary method will be with the vendor's PC communications program. Access will be via the Internet (either the DOJ intranet firewall or user-provided Internet connectivity) or dedicated circuits (IP) from the DOJ intranet to the vendor.

In addition to (1) and (2) above, the Contractor may provide the DOJ, at no additional cost, telephone numbers for its locally available telecommunications network access points for PC communications program or browser access.

(d) The Contractor shall provide the connection (i.e., equipment, software, and telecommunications services) necessary to receive DOJ users' terminal traffic delivered to its system through the Internet.

(e) The Contractor may presume that DOJ callers will use Contractor-supplied software on:

- (1) PCs which are on TCP/IP local area networks.
- (2) Standalone PC's, at home, on travel, or in the workplace.

(f) Internet access will be using a standard browser. Access will be with both the Netscape (4.7x/7.x or later) and Microsoft (5.5 or later) browsers. All components can use Netscape, but some components do not use Internet Explorer due to security concerns. All browser access must use 128-bit or better encryption for all traffic, including the logon and the research session; access via a HTTPS URL may be required for an encrypted logon.

(g) The Department will also consider offers of direct access methods ("T-1" lines, etc.) for Internet/Extranet traffic, or other telecommunications technologies, including wireless access.

C.4 System Capabilities

At a minimum, the Contractor's system must satisfy all the requirements of Sections C.4.1 through C.4.3.

C.4.1 Search and Retrieval Functionality

(a) The system shall provide full text search and retrieval functionality that is appropriate for accessing court decisions, statutes, regulations, and other types of documents specified in Section C.5. Although many of the required functions are not subject-matter specific, others, such as citator functions, are appropriate only for legal research systems.

C.4.1.1 Database Selection

(a) The system shall provide access to the databases specified in Section C.5.1 and C.5.2 through a menu selection process. Similar databases must be available in various useful combinations. For instance, opinions of the Supreme Court of the United States might be available as an individual database and as part of combined database of Federal District Court, Federal Circuit Court, and Federal Supreme Court opinions.

(b) A DOJ user must be able to select a database at initial login and easily switch to new databases during a research session.

C.4.1.2 Retrieving Documents by Citation

Many of the databases specified in Section C.5.1 and C.5.2 are made up of documents, each with one or more standard forms of citation (e.g. 480 U.S. 102, Revenue Ruling 88-1, 5 United States Code 1). For such databases, the system shall allow the user to select directly a document for browsing and/or retrieval by specifying the document:

- (i) According to the citation form prescribed therefor in the current edition of The Bluebook: A

Uniform System of Citation; or

- (2) In the case of a document whose citation form is not prescribed in The Bluebook, according to another standard form of citation; or,
- (3) According to any additional or different citation form required or recognized by the relevant court or jurisdiction.

C.4.1.3 Searching

The system shall provide the following minimum set of database search facilities:

- (1) Boolean search operators equivalent to AND, OR, and AND_NOT.
- (2) Proximity search operators which express the nearness of two search terms.
- (3) Both infix (e.g., m*n is equivalent to man OR men) and postfix (e.g., litiga*** is equivalent to litigant or litigate) wildcard characters in search terms.
- (4) The ability to restrict a search to a specified document segment/field (e.g., court, judge, opinion date, case name, or opinion in a database of court opinion documents).
- (5) The ability to recall to the screen the previous search expression entered by the user, modify the expression, and execute the modified search expression, or base a search on the result of a prior search.

C.4.1.4 Browsing

The system shall provide the following minimum set of document browsing facilities:

- (1) The ability to display a single document retrieved by citation.
- (2) The ability to display a single document from the set of documents returned in response to a search request with each occurrence of each term used in the search request highlighted for easy identification.
- (3) The ability to page forward or backward through a single displayed document one screen at a time.
- (4) The ability to move forward or backward through a single displayed document viewing only those screens which contain highlighted terms. If this facility is provided through an abbreviated keyword in context display, the system must display at least 20 words on either side of a highlighted term.
- (5) The ability to display the document titles for the documents in a search result set (i.e., display a citation list).

C.4.1.5 Citators

- (a) The system shall provide at least two different types of citator facilities. At a minimum, both the case history citator and the general citator facilities described below shall be provided for all of the Federal

Court opinion databases specified in Section C.5.1.

- (1) A case history citator shall provide case history, through the various appellate levels, on a case-by-case basis. The case history citator shall be updated on a daily basis so the most recent appellate action for each active case is available.
- (2) A general citator shall provide a more in-depth treatment of each case/opinion than the case history citator. The general citator shall include a comprehensive list of references to each case/decision in other court opinions, law reviews, and other applicable publications. For referencing documents that are presented in a volume/page format (e.g., 315 U.S. 649), the page number on which the primary reference occurs must be presented (e.g., 315 U.S. 649 at page 656 or 422 U.S. 656).

(b) For both citators, the system shall allow the user to request a citator/case history display for a single displayed court decision or to enter the citation of the desired decision. When a citator/case history is displayed, the system shall be capable of presenting the full text of a referencing document included on the display, if that document is available in a database provided by the Contractor.

- (c) A case history citator shall be available for the following list of non-Federal Court opinion databases:

See LexisNexis Technical Proposal Appendix C: *Shepard's Coverage*

- (d) A general citator shall be available for the following list of non-Federal Court opinion databases:

See LexisNexis Technical Proposal Appendix C: *Shepard's Coverage*

(e) A PC program that integrates with Corel WordPerfect and Microsoft Word that validates citations in documents against the online citators and checks quotes against databases.

C.4.1.6 Printing and Downloading

The system shall provide the following printing and downloading facilities for browser and PC software access:

- (1) The ability to download and print, as a single operation, one or more selected documents to a printer connected (either directly or as a shared network device) to the user's workstation.
- (2) The ability to download one or more selected documents to the user's workstation and store the documents in a user-specified disk file for later printing or manipulation through a word processing program.
- (3) The Contractor shall provide unlimited printing and downloading of retrieved documents at no additional charge, including all available PDF formats, subject to copyright and licensing restrictions in the final contract. Downloading formats shall, at a minimum, include formatted word processing (e.g. Microsoft Word, Corel WordPerfect), and ASCII text.

Note: See Section H.1 regarding limitations on the use of downloaded materials and documents transferred from the Contractor's database.

C.4.1.7 Automatic Search and Retrieval

The Contractor shall provide, at no additional charge, the ability to program a query against selected databases which will run automatically at intervals, including, at a minimum, once a day. The user will be notified online, or via e-mail or fax, of search results.

C.4.2 Availability

(a) The Contractor's web-based legal research system shall normally be available to all DOJ users on a 7/24/365 basis. Extraordinary downtime for which the Government is given at least 48 hours advance notice, and does not take place during weekday business hours (8AM to 9 PM ET), will not be counted as downtime. "Available" is defined as the system allowing any DOJ CALR user to log onto the Contractor's system, search any database file(s), and retrieve and download the requested information.

(b) The system shall be available, on a monthly basis, so that system downtime is no greater than five (5) hours of the required period of system availability per month. "System downtime" is that period of time when the system is not fully available to DOJ CALR users due to a malfunction or limitations in the Contractor's equipment, software, or telecommunications connections.

(c) System downtime will be measured on a monthly basis and included in the Contractor's usage reports (see Section C.7.3.3.).

C.4.3 Workstation Software

(a) Specialized system access software shall be provided for use on DOJ user workstations, and the Contractor shall furnish and maintain such software at no additional cost. Maintenance and support includes furnishing any updated versions, revisions, and/or corrections. Further, system access software provided by the Contractor shall support TCP/IP so that a connection may be established from the user's workstation to a gateway, terminal server, or Internet firewall connected to a Local Area Network. All other versions or variations of the software that are available to any other commercial customer shall also be provided, including any additional communications drivers.

(b) At a minimum, the Contractor shall provide a Windows NT/2000/XP version of the specialized access software. This software shall support inactivity timeouts.

(c) Within five (5) days after contract award, the Contractor shall deliver a copy of the software (one copy of each available version) directly to the COTR for distribution by the COTR to DOJ CALR users. The Contractor shall also include precise installation instructions, as well as printing and downloading instructions, with the software. Upon request, the Contractor shall also provide one (1) copy of any desired software versions and appropriate documentation to each of the CALR organization user representatives listed in Section G.1.3.

Note: DOJ technical personnel will be responsible for installing the software on DOJ user's workstation.

(d) Updated versions, revisions and/or corrections to the workstation software shall be delivered directly, upon request, to each CALR organization user representative listed in Section G.1.3.

C.5 Databases

C.5.1 Mandatory Databases

The Contractor shall provide unrestricted access to full-text search and retrieval for all of the legal databases shown in the following table.

Category	Database	Range of Information
Federal Caselaw	Opinions of the U.S. Supreme Court	1790-Present
	Opinions of the U.S. Courts of Appeals, Circuit Courts	1789-Present
	Opinions of the U.S. District Courts	1789-Present
	Opinions of the U.S. Claims Court, U.S. Court of Claims, Court of Federal Claims	1863-Present
	Opinions of the U.S. Bankruptcy Court	1979-Present
	Opinions of the U.S. Court of Veteran Appeals	1989-Present
	Opinions of the U.S. Court of International Trade, U.S. Customs Court	1962-Present
	Opinions of the U.S. Court of Military Appeals & U.S. Courts of Military Review	1951-Present
	Opinions of the U.S. Tax Court, Tax Court of the U.S., Board of Tax Appeals	1924-Present
	U.S. Tax Court Memorandum Decisions	1954-Present
Briefs	Supreme Court	1979-Present
Legislative	Congressional Record	1985-Present
	United States Code (annotated and updated)	Current
	Public Laws	1989-Present
Regulatory and Administrative	Opinions of the U.S. Attorney General	1791-Present
	Opinions of the Office of Legal Counsel	1977-Present
	Comptroller General Decisions	1921-Present
	Unreported Comptroller General Decisions	1981-Present
	Code of Federal Regulations	1984-Present
	Federal Register	1980-Present
	EDGAR	1993-Present
	Opinions of the Merit System Protection Board	1979-Present

Category	Database	Range of Information
	Decisions of the Boards of Contract Appeals : Department of Agriculture Armed Services Army Corps of Engineers Department of Energy General Services Administration Housing and Urban Development (HUD) Department of Interior Department of Labor National Aeronautics and Space Administration Postal Service Department of Transportation Veterans Administration	1968-Present 1955-Present 1953-Present 1978-Present 1962-Present 1975-Present 1955-Present 1973-Present 1960-Present 1959-Present 1967-Present 1960-Present
	Board of Immigration Appeals' Administrative Decisions	1983-Present
State Materials	See Section J, Attachment No. 1	
News and Information	General News - U.S. & international news wires, newspapers, and magazines	as available up to present
	Legal News - newsletters, newspapers, and magazines pertaining to the legal profession.	as available up to present
Public Records and Information, e.g.:	Real property ownership records; Tax, judgement, and UCC filings; Professional and driver's licenses; Motor vehicle, boat, and aircraft information; Credit header information; Corporate, partnership, and DBA filings; Social security number files; Address and phone number files	as available up to present
Criminal Records	State and local	as available up to present
Specialized Material	IRS Cumulative Bulletin	1954-Present
	IRS News Releases	1984-Present
	IRS General Counsel Memoranda	1967-Present
	IRS Technical Advice Memoranda	1954-Present
	IRS Technical Memoranda	1967-Present

Category	Database	Range of Information
	IRS Actions on Decisions	1967-Present
	IRS Private Letter Rulings	1954-Present

C.5.2 Mandatory Private File

The Contractor shall host a private file collection for the Department. Full-text search and retrieval including printing and downloading of this private file collection shall be included in the flat rate. The Contractor may charge for loading and storage. Internal references in documents in the private file to material in the Contractor's system shall be hyperlinked in the same or similar manner as references from Contractor databases. At the present time the private file consists of almost 23,000 briefs (almost 720,000,000 characters) in 19 files. The Government shall be able to designate groups of files to be searched as if a single file. Documents will be provided to the Contractor in word processing or text format with metadata tags. The contractor may propose an alternative Primary offer that hosts this material on a server behind the Department's firewall and integrates the material with appropriate Contractor-hosted searches ("work product knowledge management solution"); there must be an appropriate transition plan to support the private file while the "work product knowledge management solution" is implemented.

C.5.3 Nonmandatory Databases

The Contractor shall provide unrestricted access to full-text search and retrieval to all of the legal, news, public records, financial, and other databases shown in the following table.

See LexisNexis Technical Proposal Section 1 Databases Part B - Non-Mandatory Databases

The Contractor is strongly encouraged to include additional U.S. Supreme Court, U.S. Court of Appeals, and state court briefs.

C.5.4 Maintenance

The Contractor shall maintain the accuracy and currency of all database files (except private files). All database corrections and updates shall be made available to DOJ CALR users at the same time they are made available to the Contractor's commercial users.

C.6 Documentation

C.6.1 Database

The Contractor shall provide documentation on use of the database retrieval service, e.g., manuals, reference guides, and database descriptions. The Contractor shall provide each DOJ organization (including field offices) as specified in Section G.1.3, one complete set of documentation, and subsequent updates, at no additional charge.

C.6.2 Workstation Software

The Contractor shall provide appropriate documentation to accompany the workstation software (e.g., user manuals, troubleshooting guides, command reference cards, etc.) to each DOJ CALR user either at completion of training or at time of issuance of system login identification (userid), at no additional cost.

C.7 Support Services

The Contractor shall provide the support services specified in Sections C.7.1 through C.7.3 at no additional charge. In the provision of support services, all Contractor personnel visiting the DOJ's site must be escorted by DOJ personnel if they do not have an appropriate DOJ-issued ID. Any Contractor personnel required to routinely remain on-site for indefinite periods of time will be subject to the security clearance procedures set forth in Section H.9.

C.7.1 Training

C.7.1.1 General

(a) The Contractor shall provide user training on all CALR services in accordance with its training plan. This training shall include, but not be limited to, content and use of databases, use of search and retrieval software, use of specialized system access software (including printing and downloading functions), and, effective legal research strategies. When training is provided in DOJ-provided facilities, the DOJ will provide all workstations, network configurations, software, and audiovisual equipment deemed necessary by the DOJ.

(b) All instructors provided by the Contractor shall be experienced with the CALR services and products furnished under this contract, and the training shall be geared to the Contractor's products and services and not to basic concepts. The Contractor shall provide each attendee (student) with all appropriate course material (manuals, text material, and course outlines necessary for the specific training).

(c) The Contractor shall provide on-site training by a qualified (knowledgeable in the appropriate assistive technology) trainer for disabled users, including specialized training materials for the sight-disadvantaged, physically disabled, and hearing-impaired users. The Contractor shall provide reasonable assistance in the customization (e.g. macros) of the in-use assistive software technology for use with the Contractor's proprietary software. The Contractor is encouraged to provide assistance in the use of assistive technology software when used with Internet browsers to access the Contractor's research web sites.

(d) The Contractor shall designate a Training Coordinator who will maintain a schedule of all group training provided, and will provide this schedule to the Government upon request.

C.7.1.2 Initial Implementation

The Contractor shall train all untrained DOJ CALR users no later than four (4) months after the effective date of this contract. The specific dates, times and location for the training course presentations shall be mutually agreed upon by the CALR organization user representative and the Contractor.

C.7.1.3 New Users/Refresher

(a) Training for new DOJ CALR users shall be accomplished as mutually agreed upon by the CALR organization user representative and the Contractor.

(b) Refresher training shall include, but not be limited to, new access methods and procedures, new/additional database information, and, enhancements to search and retrieval functions. The specific dates, times and location for the refresher training course presentations shall be mutually agreed upon by the CALR

organization user representative and the Contractor.

C.7.2 Telephone Support/User Assistance

The Contractor shall provide telephone support and troubleshooting assistance to DOJ users at no additional cost to the DOJ. Contractor personnel shall be available by toll-free telephone to provide technical assistance and answer DOJ questions about research strategies, database structures, software usage, and other types of information related to the use of the service. Telephone support and user assistance shall be available to all DOJ users on a continuous basis during the "system availability" hours delineated in Section C.4.2(a). Toll-free telephone access is required from CONUS, Hawaii, Alaska, Puerto Rico, Virgin Islands, Guam and Mariana Islands.

C.7.3 Contract Management

C.7.3.1 General

The Contractor shall continually ensure the quality, reliability, and availability of databases, workstation software, search and retrieval systems, products, and services provided under this Contract.

C.7.3.2 Status Meetings

(a) The Contract Manager (see Section G.2.2) shall attend periodic meetings (normally monthly) with the COTR and other DOJ personnel to discuss usage report statistics, user access problems, software and database changes, plans for future system improvements, etc. These meetings will be approximately one (1) hour in length and be held at a site in Washington DC (specific location to be identified by the COTR). Meetings will be scheduled on weekdays, except Government holidays, between 9:00 AM and 4:30 PM.

(b) If the Contract Manager is absent due to his/her illness, vacation or personal emergency, the Contractor shall designate a substitute representative who must be familiar with the Contract. Contractor's sales representatives or other support personnel may also attend these meetings.

C.7.3.3 Reports

C.7.3.3.1 General

(a) The Contractor shall prepare and furnish monthly reports on DOJ user activity and system availability as specified in Sections C.7.3.3.2 through C.7.3.3.4 below. These reports will be used to verify system availability, and to analyze usage patterns.

(b) The Contractor shall furnish all reports via email to the Government. The reports shall be in Microsoft Excel or Word format, as appropriate to the specific report.

(c) Any required or special reports may, with the Government's approval, be provided via a Contractor's web site rather than email.

(d) The Contractor shall provide a web site that contains current and historical, summary and detailed, user statistics. Access will be provided to the COTR and other individuals designated by the COTR. Component users will have their access restricted to their component's user's information.

(e) The Contractor shall provide a database or access to a database that lists all users

by user name, user id, Department organization, location if appropriate, and whether the user has flat rate only "included" (unlimited or per-user for Primary contract, respectively) access, or has access to the non-flat-rate (excluded) content.

C.7.3.3.2 Individual CALR Organization Usage Reports

(a) The Contractor shall provide each CALR organization (see Section G.1.3) reports summarizing its usage for the previous month. At a minimum, each report shall include the following elements for that organization:

- (1) Files/databases searched.
- (2) System access ID (user ID).
- (3) Session connect time for usage via the vendor's proprietary software, and the same or alternate metric for browser-based usage.

(b) The Contractor shall submit each organization's usage report to the appropriate CALR organization user representative (see Section G.1.3) by the last day of the month following the month being reported.

C.7.3.3.3 DOJ-Wide Reports

(a) The Contractor shall provide the Contracting Officer's Technical Representative (COTR) reports summarizing Department-wide usage and system availability statistics for the previous month. Note that (2) and (3) below may use different metrics for usage via the vendor's proprietary software or browser-based usage; see C.7.3.3.2(a)(3). At a minimum, each report shall include the following elements:

- (1) Files/databases searched (sorted by CALR organization to include wide DOJ-wide totals);
- (2) Session connect time (sorted by CALR organization to include DOJ-wide totals);
- (3) Number of sessions (sorted by CALR organization to include DOJ-wide totals);
- (4) Number of users (sorted by CALR organization to include DOJ-wide totals);
- (5) System downtime;

(b) The Contractor shall submit the DOJ-wide report to the COTR by the last day of the month following the month being reported.

(c) The Contractor shall provide a report, at least quarterly, in spreadsheet or database format, of all files that are added or removed from the contractor's system, with an indication of whether the file is "included" in the flat rate or "excluded".

C.7.3.3.4 Special Reports

The Contractor shall provide to the COTR/CALR organization user representative special reports as follows:

See LexisNexis Technical Proposal Section 2 - System Capabilities, Part A - System Description, LexisNexis Usage Reports and PowerInvoice

The Government may, from time to time, require additional special reports. The COTR will request these reports in consultation with the Contractor.

C.7.3.4 User ID Management

The Contractor shall provide a mechanism for maintaining user ids. Requests to add and delete users will be initiated at the organization level. Requests to add or delete any Primary contract "excluded" access users must be from the designated CALR Organization User Representative (see G.1.3) in writing (paper, email or fax) or via a web site with limited access. Individual Ids will normally be issued within one business day of receipt of request.

SECTION D - PACKAGING AND MARKING

D.1 Payment of Postage and Fees

All postage and fees related to submitting information to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall be paid by the Contractor.

D.2 Preservation, Packing and Marking

(a) All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall include the contract number.

(b) Unless otherwise specified, all material shall be preserved, packaged, and packed in accordance with normal commercial practices to insure acceptance by common carrier and safe arrival at destination.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

(a) Inspection of all services provided under this contract will be performed on a monthly basis by the COTR (or his/her authorized designee) at the Government's site in accordance with FAR Clauses 52.246-4 and Section C of this contract.

(b) The Government shall have 30 days from the date that the Section C.7.3.3.3 report is received by the COTR to inspect and accept all services provided under this contract. Negative inspection results will be furnished to the Contractor within this 30 day period. Payment will constitute notification of acceptance.

E.2 Clauses Incorporated by Reference (JUN 1988) FAR 52.252-2

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Clause Number	Title
52.246-4	Inspection of Services—Fixed Price (AUG 1996)

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Delivery

F.1.1 Period of Performance

(a) The period of performance shall commence October 1, 2004 or the date funds become available, whichever is later, and end September 30, 2005.

(b) This contract may be extended, at the option of the Government, upon the same terms and conditions for a period of one (1) year or fractions thereof by the Contracting Officer giving written notice of the Government's exercise of such option to the Contractor by the first day of each fiscal year or within thirty (30) calendar days after funds for that fiscal year become available. Such exercise shall not have effect unless the Contracting Officer has given preliminary written notice of an intent to exercise such option at least thirty (30) days prior to the last day of the term of the contract. Such preliminary notice shall not be construed as an exercise of the option, and will not bind the Government to exercise the option. If the Government exercises such option, the contract, as extended, shall be deemed to include this option provision; provided, however, that the total duration of this contract, including the exercise of any options under this clause, shall not exceed 84 months. Performance of services under any such extension shall be at the prices, labor rates or estimated cost plus fixed fee, specified herein.

F.1.2 Option to Extend Services

(a) This contract includes a continuing service requirement of significant importance to the Government. In recognition of the fact that the award of follow-on contracts can be delayed due to circumstances beyond the control of the contracting office, this clause will enable the Government to require continued performance of contract services as set forth in paragraph (b) below.

(b) The Government may require continued performance of any services within the limits and at the rates specified in this contract. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. This option provision for continued performance is in addition to the option provision set forth in paragraph F.1.1(b) above.

(c) The Contracting Officer may exercise this option by giving written notice to the Contractor at any time during the term of this contract.

F.2 Notice to the Government of Delays

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the COTR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or date, or any rights or remedies provided by law or under this contract.

F.3 Delivery Schedule

In addition to the CALR services specified herein, this contract includes the following deliverables under Sections C and G of the contract:

- (a) Workstation Software Section C.4.3: Delivery no later than five (5) calendar days after contract award.
- (b) System Usage Reports (Section C.7.3.3): Delivery no later than last day of month following month being reported.
- (c) Subcontracting Reports (Section G.3.1): *Deliver in accordance with 52.219-9(j)(1) and 52.219-9(j)(2). (Amend 0001 change)*

F.4 Service Degradation Credits

F.4.1 System Availability

(a) If the Contractor's system (including search and retrieval software, workstation software, database files, and Contractor's connections to the Internet) remains inoperative or inaccessible as a result of a malfunction or limitations in the Contractor's system, due to no fault or negligence of the Government or due to no fault external to the system, the Contractor shall grant a credit to the Government in accordance with the following table. The "Payment Factor" is applied against the total monthly flat-rate charge for CALR services.

Total Downtime Hours (per Month Not Greater Than	Payment Factor
5.0	100%
10.00	90.0%
15.00	82.0%
20.00	75.0%
25.00	68.0%
30.00	62.0%
35.00	56.0%
40.00	50.0%
45.00	43.0%
50.00	37.0%
55.00	31.0%
60.00	25.0%
65.00	18.0%
70.00	12.0%
75.00	6.0%
Over 80	0%

(b) Downtime will be measured on a monthly basis as follows:

- (1) Where the Contractor's system is unavailable to all DOJ CALR users, downtime hours (or fractions thereof) shall be as indicated in the system availability reports submitted under Section C.7.3.3.3. Downtime hours (or fractions thereof) occurring during the period 8:00 A.M. through 9:00 P.M., Eastern time, Monday through Friday (excluding Federal Government holidays), shall be computed as follows: each hour (or fraction thereof) of actual downtime shall be multiplied by a factor of five (5) to determine the "Total Downtime Hours".

(c) If a payment factor of 0% to 90% is applied, such payment shall not be construed to be a waiver of any rights the Government may have pursuant to the "Default" clause (see Section I.2).

F.5 Clauses Incorporated by Reference

This contract incorporates the following clauses from the Federal Acquisition Regulation (48 CFR Chapter 1) by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

Clause Number	Title
52.242-15	Stop-Work Order (AUG 1989)
52.247-35	F.O.B. Destination, Within Consignee's Premises (APR 1984)

F.6 Delivery of Redacted Proposal.

Within fifteen (15) days after contract award, the Contractor shall provide the Contracting Officer with a copy of its Technical and Price proposals, as amended, which shall be releasable to the general public in response to Freedom of Information Act (FOIA) requests. The contractor shall assert the appropriate FOIA exception and basis thereof for any material redacted.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 Responsibilities for Contract Administration

G.1.1 Contracting Officer

(a) The Contracting Officer has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the Contracting Officer may delegate certain other responsibilities to his/her authorized representative.

(b) This contract will be administered by:

Pam Pilz
U.S. Department of Justice
Procurement Services Staff
National Place Bldg, Room 1000
1331 Pennsylvania Ave., NW
Washington, DC 20530
Telephone: 202-307-1966
Fax: 202-307-1933

(c) Written communications shall make reference to the contract number and shall be mailed to the above address.

G.1.2 Contracting Officer's Technical Representative (COTR)

(a) Upon award, a Contracting Officer's Technical Representative (COTR) will be designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, he/she shall not be authorized to change any terms and conditions of the resultant contract, including price.

(b) The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Clause G.4. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

The COTRs for this contract are:

Bernard Guerrero
Contracts Management Service (OCIO/ESS)
601 D Street NW, Room 4520
Washington, DC 20530
Telephone: 202-514-4537

And

Mark Miller
Contracts Management Service (OCIO/ESS)
601 D Street NW, Room 4522
Washington, DC 20530
Telephone: 202-514-4766

(c) The COTR will be responsible for the technical administration of this contract. The responsibilities

of the COTR include, but are not limited to inspecting all deliverables. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Section G.4. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

(d) The Contracting Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this contract shall not be construed to authorize the revision of the terms and conditions of this contract. Any such revision shall be authorized in writing by the Contracting Officer.

G.1.3 CALR Organization User Representative

(a) Upon award, a CALR user representative will be designated for each of the following organizations to coordinate distribution of software and documentation, requests for training and user IDs, and receipt of usage reports (for that specific organization). The CALR user representative shall not be authorized to change any terms and conditions of the resultant contract, including price.

- * Office of the Attorney General (OAG)
- * Office of the Deputy Attorney General (ODAG)
- * Office of the Associate Attorney General (OASG)
- * Antitrust Division (ATR)
- * Civil Division (CIV)
- * Civil Rights Division (CRT)
- * Community Relations Service (CRS)
- * Criminal Division (CRM)
- * Drug Enforcement Administration (DEA)
- * Environment and Natural Resources Division (ENRD)
- * Executive Office for Immigration Review (EOIR)
- * Executive Office for United States Attorneys (EOUSA)
- * Executive Office for United States Trustees (EOUST)
- * Federal Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF)
- * Federal Bureau of Investigation (FBI)
- * Federal Bureau of Prisons (BOP)
- * Foreign Claims Settlement Commission (FCSC)
- * INTERPOL-U.S. National Central Bureau (INTERPOL)
- * Justice Management Division (JMD)
- * National Drug Intelligence Center (NDIC)
- * Office of Attorney Recruitment and Management (OARM)
- * Office of Community Oriented Policing Services (COPS)
- * Office of Dispute Resolution (ODR)
- * Office of Information and Privacy (OIP)
- * Office of Intelligence Policy and Review (OIPR)
- * Office of Intergovernmental and Public Liaison (OIPL)
- * Office of Justice Programs (OJP)
- * Office of Legal Counsel (OLC)
- * Office of Legal Policy (OLP)
- * Office of Legislative Affairs (OLA)
- * Office of Professional Responsibility (OPR)
- * Office of Public Affairs (PAO)
- * Office of the DOJ Executive Secretariat (ExecSec)
- * Office of the Federal Detention Trustee (OFDT)
- * Office of the Inspector General (OIG)

- * Office of the Ombudsperson (Ombud)
- * Office of the Pardon Attorney (OPA)
- * Office of the Solicitor General (OSG)
- * Office of Tribal Justice (OTJ)
- * Professional Responsibility Advisory Office (PRAO)
- * Tax Division (TAX)
- * United States Marshals Service (USMS)
- * United States Parole Commission (USPC)

(b) Additional DOJ organizations may be added to the above list at any time during the term of this contract. The addition of any DOJ organization(s) shall not result in a change to the contract price for CALR services. An increase or decrease in the overall size of the Department of Justice by five percent or more in a single year due to the transfer of Department functions to or from another agency shall cause a good-faith renegotiation of the Primary Award flat rate for the subsequent fiscal year.

G.2 Contractor Representatives

G.2.1 Contract Administration

(a) The Contractor's representative to be contacted for all contract administration matters:

Name: [REDACTED]

Address: 1150 18th Street, NW
Washington, DC 20036
Telephone: [REDACTED]
Email: [REDACTED]

(b) The Contractor's representative shall be responsible for all contract administration issues and shall act as the central point of contact with the Government for all such issues. The representative shall have full authority to act for the contractor in all contractual matters. The representative shall be able to fluently read, write, and speak the English language.

G.2.2 Contract Manager

(a) The Contractor's representative to be contacted for all service related issues:

Name: [REDACTED]
Address: 1150 18th Street, NW
Washington, DC 20036
Telephone: [REDACTED]
Email: [REDACTED]

(b) The Contractor's representative shall be responsible for coordination and oversight of all system use, training and service quality requirements under this contract and shall act as the central point of contact with the Government for all performance issues. The representative shall have full authority to act for the Contractor in performing all contract requirements. The representative shall be fluent (read, write, and speak) in the English language.

G.3 Reports

G.3.1 Subcontracting Reports

NOTE: This section does not apply to small business concerns.

(a) The Contractor shall submit to the Contracting Officer reports for subcontracting under this particular contract and a summary report on subcontracts covering all contracts between the Contractor and DOJ which contain subcontracting goals for awards to small business and small disadvantaged business concerns.

(b) The Contractor shall prepare and submit its subcontracting reports on Standard Forms 294 and 295 *in accordance with the provisions found at FAR Subpart 52.219-9(j)(1) and 52.219-9(j)(2). (Amend 0001 change)*

G.4 Payment

G.4.1 General Invoice Requirements

(a) The Contractor shall submit invoices (an original and one (1) copy) in the month following the month for which services have been performed to the address identified in Section G.1.2.

(b) Payment for services of less than one (1) month's duration shall be prorated at one-thirtieth (1/30th) of the basic monthly charges for each calendar day, except that the thirty-first (31st) day of any month shall not be included in the computation.

(c) Any credits due the Government shall be applied against the applicable invoice with appropriate information attached.

G.4.2 Payment Provisions From the Federal Acquisition Regulations (FAR) Applicable to This Contract

(a) The current FAR clause entitled Prompt Payment, is made a part of this contract by reference.

(b) Subdivision (a) (5) (i) of the Prompt Payment clause is modified to specify the following period for constructive acceptance by the Government: The Government agrees to inspect and determine the acceptability of supplies delivered or services rendered in accordance with Section E of this contract. For the purpose of determining the due date for payment and for no other purpose, acceptance will be deemed to occur on the last day of the above stated inspection period. However, the Contractor is not entitled to payment of contract amounts or interest unless and until actual acceptance occurs. If the products are rejected or services deficient, the provisions of this clause will apply to the date the Government receives corrected/replacement products or the date the contractor corrects the deficiencies in services.

(c) Invoices for supplies or services furnished under this contract shall be submitted to the COTR at the address shown in Clause G.1.2. Invoices may be submitted either with delivery or subsequent to delivery of the required items, or, in the case of services on a monthly basis upon completion of the service. All invoices shall contain the Contractor's Taxpayer Identification Number (TIN).

(d) For firm fixed price contracts the COTR will certify the invoice for payment and forward the invoice to the Finance Office specified in paragraph (e) below for payment with a conformed copy to the Contracting Officer specified in Clause G.1.1. For CPFF, T/M or L/H contracts, the COTR will certify the invoice for payment and forward it to the Contracting Officer in Clause G.1.1. Negative inspection results will be reported immediately to the Contracting Officer.

(e) The office that will make the payments due under this contract (i.e., the designated payment office)
is:

U.S. Department of Justice
FDSS
600 E Street NW Room 4045
Washington, DC 20530-0001

(f) All invoices submitted for payment shall contain the following basic information:

1. Contract Number
2. Delivery Order Number
3. Document Control Number
4. CLIN number and description, quantity, unit price and extended total for the period covered
5. Credits
6. Date of the Invoice
7. Invoice Number
8. Date service was performed or job date
9. Contractor's complete mailing address, including zipcode and telephone number
10. Contractor's Tax ID Number (TIN)

G.4.3 Invoice Follow-Ups

All follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification should be directed to the DOJ Vendor Assistance Hotline (202) 616-6260.

G.4.4 Payment by Electronic Funds Transfer – Central Contractor Registration (FAR 52.232-33) (OCT 2003)

(a) Method of Payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either -

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for -

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and -

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirements of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to Subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims

acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Restrictions on Use

Government users (Department of Justice personnel and others described in Section C.2(a)) shall have the right to access, search, and use all databases available under this contract. Use shall include the right to download discrete files obtained in a data search to the user's personal computer word processing program, and any backup or mirror system for that computer, for storage in machine readable form and/or for the making of hard copies. The Government shall have the right to use the downloaded information in any manner necessary to accomplish its mission. This right includes, but is not limited to, using such materials (or portions thereof) in the preparation of legal briefs, memoranda, correspondence, investigatory documents, and similar documents. The right to use the Contractor's database materials is not intended to permit the bulk downloading of cases to create research databases. The Government's liability for the enforcement of any restrictions set forth in this section or any other agreement relating to usage rights, shall be limited to reasonable notification, either electronically or in writing, to its individual users, of said restrictions. The Government shall not be liable for any damages for failure of individual users to comply with restrictions on use if the Government has given appropriate notice to the individual user.

H.2 Confidentiality of Data

Duplication or disclosure of the data and other information to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of this contract, the Contractor will have access to confidential data which is either the sole property of the Department of Justice or is the sole property of other than the contracting parties. The Contractor and his subcontractor(s) (if any) agree to maintain the confidentiality of all data to which access may be gained throughout contract performance, whether title thereto vests in the Department of Justice or otherwise. The Contractor and his Subcontractor(s) (if any) agree to not disclose said data, any interpretations and/or translations thereof, or data derivative therefrom, to unauthorized parties in contravention of these provisions, without the prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. Subcontractors are subject to the same stipulations and may be held responsible for any violations of confidentiality.

H.3 Indefinite Quantity (OCT 1995 FAR 52.216-22)

(a) This is an indefinite quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order as least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that time period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to

make any deliveries under this contract after one (1) year beyond the effective period of this contract.

H.4 Ordering (OCT 1995 FAR 52.216-18)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through the effective period of the contract.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(d) After meeting the minimum guarantee requirement for each contract, determinations as to which contractor will receive individual task orders will be at the sole discretion of the Government. Such determinations will be made on the basis of what is in the best interests of the Government, taking into account factors such as the availability and suitability of contractor resources, quality of contractor past performance, and prices.

H.5 Ordering Activity (OCT 1995 FAR 52.216-19)

Supplies or services to be furnished under this contract shall be ordered by issuance of delivery orders issued by the Justice Management Division, Procurement Services Staff.

H.6 Order Limitations

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not obligated to honor --

(1) Any order for a single item in excess of the maximum amount of the contract;

(2) Any order for a combination of items in excess of the maximum amount of the contract; or

(3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

H.7 Guaranteed Minimum and Contract Maximum

(a) The guaranteed minimum for the primary contract is \$500,000.00. There is no guaranteed minimum beyond the base period of performance.

(b) The total value of all orders placed hereunder, during the life of the primary contract, shall not exceed \$75,000,000.00.

H.8 Contractor Commitments, Warranties, and Representations

(a) Any written commitment by the Contractor within the scope of this contract shall be binding on the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this contract, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal. Written commitments by the Contractor are further defined as including:

- (1) any warranty or representation made by the Contractor in a proposal as to hardware or software performance, communications system's performance (excluding communications networks not under the control of the Contractor i.e. the Internet) and other physical, design or functioning characteristics of a machine, software package, subsystem, or installation date;
- (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above made in any publications, drawings, or specifications accompanying or referred to in a proposal; and
- (3) any modifications of or affirmation or representation as to the above which is made by the Contractor in or during the course of formal negotiations with the Contracting Officer, whether or not incorporated into a formal amendment to the proposal in question.

(b) Unless the Contractor expressly states otherwise in the Contractor's proposal, where functional requirements are expressly stated as part of the requirements of this contract, the Contractor, by responding, represents that the system or item proposed is capable of meeting those requirements. In the event of any inconsistency between the detailed specification and the functional specification contained in the contract, the latter will control.

H.9 Security Requirements

H.9.1 Personnel Clearances

All Contractor personnel visiting any DOJ site must be escorted by DOJ personnel. Any Contractor personnel required to remain on-site for extended or indefinite periods of time or requiring a DOJ building pass will be subject to the security clearance procedures set forth in this section. No other contractor personnel will be subject to the security clearance procedures set forth in this section unless so required by the COTR due to the specific nature of the access which that employee will have to government facilities or materials.

H.9.1.1 Acceptability of Previous Investigations/Clearances

Whenever a Contractor employee has been the subject of a prior background investigation which meets the standards prescribed in Section H.9.1.2, and was conducted by an investigative unit of another Federal Agency, clearance may be granted upon review of the prior investigation, provided that there has been no break

in service longer than one (1) year and the required investigation was conducted no more than 36 months prior to the date of the contract, and an inquiry is made of the agency of prior employment which discloses no reason why clearance should not be granted. If the prior clearance does not meet such standards, a supplemental or additional investigation will not be conducted. Even though a previous investigation is accepted as meeting the standard, a current FBI name and fingerprint check must be completed. Acceptance of a previous background investigation does not mean automatic approval for access to sensitive Departmental Information or facilities. The Department Security Officer will be the final authority on the adequacy of previous investigations.

H.9.1.2 Background Investigations

(a) The Contractor shall assure that the person(s) to be utilized in the performance of this contract shall have submitted to the Government-performed security investigations required in this clause. The intent and purpose of the investigation is to preclude the assignment of any individual who poses a threat to the Government or successful contract completion due to past unlawful or inappropriate behavior. The Contractor shall assure that each prospective contract or subcontract employee furnishes all required data in the form and format determined by the Department Security Officer (DSO) or his/her duly authorized representative.

(b) At a minimum, all Contractor personnel to be utilized under this contract must have favorable National Agency Checks with Inquiries (NACI) and credit checks. The Department Security Officer reserves the right to expand the NACI to a Full-Field Background Investigation, if deemed appropriate. In addition, the Contractor personnel must have, for at least three of the five years immediately prior to applying for this position: (1) resided in the United States; (2) worked for the United States overseas in a Federal or military capacity; or (3) been a dependent of a Federal or military employee serving overseas. All forms shall be submitted within five (5) business days after the request by the COTR.

- (1) SF-85P, Questionnaire for Public Trust Positions
- (2) OBD-220, Contractor Employee Security Information Form
- (3) INS I-9, Employee Eligibility Verification
- (4) Form FD-258, Applicant Fingerprint Card
- (5) Foreign Born or Foreign Citizen Relatives
- (6) Division/Component Confidentiality Agreement

(c) The Contractor is responsible for pre-screening all prospective employees for suitability for work on this contract and for assuring that all such persons have submitted to a Government-performed security investigation prior to assignment to this contract. The Contractor is also responsible for submitting the required security forms for all individuals proposed for hire during the life of the contract. All security forms shall be submitted at least thirty (30) days before the Contractor plans to assign the employee to work on the contract.

(d) Should access to classified National Security Information (NSI), or other classified information be required of Contractor personnel, additional safeguards will be required to protect that information according to the provisions of Title 28 Code of Federal Regulations, Part 17 (Executive Order 12356). In such instances, national security clearances for the Contractor's personnel will be required according to DOJ regulations. The Contractor agrees to ensure that all Subcontractor personnel used under this contract, who will have access to classified NSI or other information, have the appropriate access approvals in effect before being accorded access to such information.

(e) Security investigations are very costly to the Government. The Contractor shall make every reasonable effort to preclude incurring costs by the Government for security investigations for replacement of employees, and in so doing, shall assure that otherwise satisfactory and physically able employees assigned hereunder remain in contract performance for at least one year or the duration of the contract, whichever is less.

The Contractor shall take all necessary steps to assure that Contractor or subcontractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and meet all other requirements stipulated herein. The fact that the Government performs security investigations shall not in any manner relieve the Contractor of its responsibility to assure that all personnel furnished are reliable and of reputable background and sound character.

(f) Should a security investigation conducted by the Government render ineligible a Contractor-furnished employee, the Contracting Officer will investigate the cause and determine whether the Contractor has abdicated its responsibilities to make every reasonable effort to select reliable employees of reputable background and sound character. Should there be need to replace a Contractor or subcontractor employee due to nonperformance, the Contracting Officer will determine whether the Contractor has abdicated its responsibilities to make every reasonable effort to select trained and experienced employees.

(g) Should the Contracting Officer determine that the Contractor has failed to comply with the terms of paragraph (d) above, the Contractor may be held monetarily responsible, at a minimum, for all reasonable and necessary costs incurred by the Government to (1) provide coverage (performance) through assignment of individuals employed by the Government or third parties in those cases where absence of Contractor personnel would cause either a security threat or DOJ program disruption and (2) conduct security investigations in excess of those which would otherwise be required.

(h) Nothing in this Section shall require the Contractor to bear costs involved in the conduct of security investigations for replacement of an employee who becomes deceased or severely ill for a long period of time.

(i) Acceptance by the Government of consideration to which the Government may be entitled pursuant to paragraph (e) above shall not be construed to establish a course of conduct which will serve to limit the rights and remedies otherwise available to the Government. Under no circumstances shall the Contractor fail to comply with the terms and conditions set forth herein without assuming liability for such failure as may be established pursuant to this Clause. The rights and remedies conferred upon the Government by this Clause are in addition to all and other rights and remedies specified elsewhere in this contract or established by law.

(j) Contractor or subcontractor personnel requiring regular access to DOJ buildings will be issued a DOJ building pass (access card). Passes shall be subject to periodic review by the Contractor's Supervisor and checked against the employee's personal identification. The Contractor's employees shall present themselves for the issuance of renewed passes when required by the Government as scheduled by the COTR or his designee. The Contractor shall notify the COTR when employee passes are lost, and must immediately apply for reissuance of a replacement pass. It is the Contractor's responsibility to return passes to the COTR or his designee when a Contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

(k) The Contractor agrees to insert, in all subcontracts hereunder, language which shall conform substantially to the language of this clause, including this paragraph.

H.10 Standards of Conduct

In performing this contract, Contractor personnel may be required to interact with high level government and non-government officials. The Contractor shall ensure that all its personnel conduct their work in a professional and responsible manner. All Contractor personnel working on the Government's site shall abide by the rules and regulations as set forth in the DOJ Employee Standards of Conduct (28 CFR Part 45).

H.11 Publicity

Publicity releases in connection with this contract shall not be made by the Contractor unless prior written approval has been received from the Contracting Officer.

H.12 Freedom of Information Act Requests for Contractor's Proposal

Notwithstanding any other provision in this contract or any statement or restriction in the contractor's proposal, by entering into this contract, the Contractor acknowledges that the Government will release Section B. of this contract in its entirety in response to Freedom of Information Act (FOIA) requests without giving the contractor advance notice of the release. With respect to a FOIA request for any *other* part of the Contractor's *business or* technical proposal that is either set forth or incorporated by reference in this contract, before responding to the FOIA request the Government will afford the Contractor an opportunity to explain why it believes some or all of the relevant parts of the technical proposal may be exempt from release under the FOIA.
(Amend 0001 change)

PART II

SECTION I - CONTRACT CLAUSES

I.1 Availability of Funds (FAR 52.232-18) (APR 1984)

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.

I.2 Clauses Incorporated by Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates the following FAR clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text can be accessed electronically at these Internet addresses: <http://www.arnet.gov> and <http://www.gsa.gov>.

Clause Number	Title
52.202-1	Definitions (DEC 2001)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.203-7	Anti-Kickback Procedures (JUL 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-12	Limitations on Payments to Influence Certain Federal Transactions (JUN 2003)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
52.209-6	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (JUL 1995)
52.215-2	Audit and Records - Negotiations (JUN 1999)
52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-14	Integrity of Unit Prices (OCT 1997)
52.219-8	Utilization of Small Business Concerns (OCT 2000)

Clause Number	Title
52.219-9 ALT II	Small Business and Small Disadvantaged Business Subcontracting Plan (JAN 2002)
52.219-16	Liquidated Damages--Small Business Subcontracting Plan (JAN 1999)
52.222-3	Convict Labor (JUN 2003)
52.222-19	Child Labor - Cooperation with Authorities and Remedies (JAN 2004) (Amend 0001 change)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (APR 2002)
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001)
52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) (Amend 0001 change)
52.222-38	Compliance with Veteran's Reporting Requirements (DEC 2001)
52.223-6	Drug-Free Workplace (MAY 2001)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)(Amend 0001 change)
52.225-1	Buy American Act-Supplies (JUN 2003)
52.225-13	Restrictions on Certain Foreign Purchases (DEC 2003) (Amend 0001 change)
52.227-1	Authorization and Consent (JUL 1995)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996)
52.227-3	Patent Indemnity (APR 1984)
52.227-19	Commercial Computer Software--Restricted Rights (JUN 1987)
52.229-3	Federal, State and Local Taxes (APR 2003) (Amend 0001 change)
52.229-5	Reserved (Amend 0001 change)
52.232-1	Payments (APR 1984)
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.232-17	Interest (JUN 1996)

Clause Number	Title
52.232-23	Assignment of Claims (JAN 1986)
52.232-25	Prompt Payment (OCT 2003) (Amend 0001 change)
52.233-1	Disputes (JUL 2002)
52.233-3	Protest After Award (AUG 1996)
52.242-13	Bankruptcy (JUL 1995)
52.243-1 ALT II	Changes-Fixed-Price (AUG 1987)
52.244-2 ALT I	Subcontracts (AUG 1998)
52.244-6	Subcontracts for Commercial Items and Commercial Components (APR 2003) (Amend 0001 change)
52.248-1	Value Engineering (FEB 2000) (Amend 0001 change)
52.249-2	Termination for Convenience of the Government (Fixed Price) (SEP 1996)
52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)

1.3 Central Contractor Registration (OCT 2003 FAR 52.204-7)

(a) Definitions. As used in this clause -

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc., (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

"Registered in the CCR database" means that -

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number -

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name

(whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.4 Service of Protest (AUG 1996) (Amend 0001 change) FAR 52.233-2)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Department of Justice, Director, Procurement Services Staff, National Place Building, Suite 1000, 1331 Pennsylvania Ave., NW, Washington, DC 20530-0001.

B. The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

PART III - ATTACHMENTS
SECTION J - LIST OF ATTACHMENTS

- | | | |
|----|--|----------|
| 1. | Mandatory Databases - State Materials | 11 pages |
| 2. | B-2 Price List for Products and Services | 12 pages |

Section J, Attachment No. 1 - Mandatory Databases - State Material

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Alabama</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court of Civil Appeals</u> <u>Court of Criminal Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1954 to Present</u> <u>1965 to 1969</u> <u>1969 to Present</u> <u>1969 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Alaska</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1959 to Present</u> <u>1980 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Arizona</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1898 to Present</u> <u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Arkansas</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1979 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>California</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Courts of Appeal</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1883 to Present</u> <u>1945 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Colorado</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1864 to Present</u> <u>1970 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Connecticut</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Appellate Court</u> <u>Superior Court</u> <u>Circuit Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1938 to Present</u> <u>1983 to Present</u> <u>1961 to Present</u> <u>1961 to 1974</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Delaware</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Chancery</u> <u>Superior Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1945 to Present</u> <u>1945 to Present</u> <u>1945 to Present</u> <u>Current</u> <u>Current</u> <u>1977 to Present</u>
<u>District of Columbia</u>	<u>Case Law:</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>Statutes</u>	<u>1943 to Present</u> <u>Current</u> <u>Current Code</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Florida</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>District Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1886 to Present</u> <u>1957 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Georgia</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1937 to Present</u> <u>1945 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Hawaii</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Intermediate Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1959 to Present</u> <u>1980 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Idaho</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1982 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Illinois</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Appellate Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1885 to Present</u> <u>1945 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Indiana</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1933 to Present</u> <u>1944 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Iowa</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1977 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Kansas</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1945 to Present</u> <u>1977 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Kentucky</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1976 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Louisiana</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1887 to Present</u> <u>1944 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Maine</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1984 to Present</u>
<u>Maryland</u>	<u>Case Law:</u> <u>Court of Appeals</u> <u>Court of Special Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1937 to Present</u> <u>1967 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Massachusetts</u>	<u>Case Law:</u> <u>Supreme Judicial Court</u> <u>Appeals Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1899 to Present</u> <u>1972 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Michigan</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1899 to Present</u> <u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Minnesota</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1898 to Present</u> <u>1983 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Mississippi</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Missouri</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1924 to Present</u> <u>1944 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Montana</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Nebraska</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u>	<u>1965 to Present</u> <u>1992 to Present</u> <u>Current</u> <u>Current Code</u>
<u>Nevada</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1945 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>New Hampshire</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>New Jersey</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Superior Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1899 to Present</u> <u>1899 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>New Mexico</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1945 to Present</u> <u>1966 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>New York</u>	<u>Case Law:</u> <u>Court of Appeals</u> <u>Appellate Division</u> <u>Miscellaneous Lower Courts</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1885 to Present</u> <u>1912 to Present</u> <u>1912 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>North Carolina</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1943 to Present</u> <u>1968 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>North Dakota</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1942 to Present</u> <u>1987 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Ohio</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1821 to Present</u> <u>1923 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Oklahoma</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Criminal Appeals</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1945 to Present</u> <u>1969 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Oregon</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1945 to Present</u> <u>1969 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Pennsylvania</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Superior Court</u> <u>Commonwealth Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1885 to Present</u> <u>1944 to Present</u> <u>1970 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Rhode Island</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1981 to Present</u>
<u>South Carolina</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>1983 to Present</u> <u>Current</u> <u>Current Code</u> <u>1959 to Present</u>
<u>South Dakota</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Tennessee</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court of Criminal Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1943 to Present</u> <u>1967 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>Texas</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Criminal Appeals</u> <u>Court of Civil Appeals</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1886 to Present</u> <u>1944 to Present</u> <u>1944 to 1981</u> <u>1981 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Utah</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1945 to Present</u> <u>1987 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Vermont</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u>
<u>Virginia</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1925 to Present</u> <u>1985 to Present</u> <u>Current</u> <u>Current Code</u> <u>1980 to Present</u>
<u>Washington</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1898 to Present</u> <u>1969 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>

<u>State</u>	<u>Database</u>	<u>Range of Information</u>
<u>West Virginia</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1965 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Wisconsin</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court of Appeals</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1944 to Present</u> <u>1978 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Wyoming</u>	<u>Case Law:</u> <u>Supreme Court</u> <u>Court Rules</u> <u>State Statutes</u> <u>Attorney General Opinions</u>	<u>1959 to Present</u> <u>Current</u> <u>Current Code</u> <u>1977 to Present</u>
<u>Puerto Rico</u>	<u>Statutes</u>	<u>Current Annotated Code</u>
<u>Virgin Islands</u>	<u>Statutes</u>	<u>Current Annotated Code</u>



Revised B-2 Unit Prices for Primary Award - Best Value Offer

0001	BNA - Antitrust Division package: Antitrust, Patent, Trade & Copyright			month	Antitrust Division	\$1,700
0002	BNA - Antitrust Division Mergers & Acquisition package			month	Antitrust Division	\$700
0003	BNA - Civil Division package: Class Action, Corporate Accountability, Environment, Federal Contracts, Health Care, International Trade, Labor, Privacy, Securities			month	Civil Division	\$4,200
0004	BNA - Civil Rights Division package: Labor, Privacy			month	Civil Rights Division	\$900
0005	BNA - Criminal Division package: Federal Contracts, Health Care			month	Criminal Division	\$1,100
0006	BNA - Environment and Natural Resources Division package: environment			month	Environment and Natural Resources Division	\$1,100
0007	BNA - Executive Office for United States Attorneys package: Antitrust, Environment, Federal Contracts, Health Care, Labor, Patent, Trade & Copyright, Securities			month	Executive Office for United States Attorneys	\$15,400
0008	BNA - Executive Office for United States Attorneys Mergers & Acquisitions package			month	Executive Office for United States Attorneys	\$1,900
0009	BNA - Executive Office for United States Trustees package: Bankruptcy			month	Executive Office for United States Trustees	\$750
0010	BNA - Federal Bureau of Investigation package: Health Care			month	Federal Bureau of Investigation	\$500
0011	BNA - Justice Management Division package: Labor, Privacy			month	Justice Management Division	\$450



0012	BNA - Office of the Inspector General package: Corporate Accountability, Federal Contracts				month	Office of the Inspector General	\$100
0013	BNA - Tax Division package: Tax				month	Tax Division	\$3,200
0014	Company Dossier Complete and Industry Dossier				month	user	\$12
0015	Company Dossier Complete and Industry Dossier - upgrade from Snapshot				month	user	\$8
0016	CourtLink - Assisted Search				one-time	report	See Appendix C
0017	CourtLink - Document retrieval (runner)				one-time	report	See Appendix C
0018	CourtLink - TRACK				month	user	See Appendix C
0019	D & B Business Information Reports				one-time	report	See Appendix D
0020	GOV20 to GOV22 upgrade, component-wide				month	user	\$10
0021	InstantID				one-time	search	\$0.75
0022	Law Enforcement Name and Address Verification				one-time	search	\$2
0023	Law Enforcement telephone lookup and reverse lookup				one-time	search	\$0.75
0024	LN Publisher - additional topics				month	topic	\$70
0025	Prison access - DVD - federal and state caselaw & statutes				year	per DVD for one year of service	\$8,000
0026	Private Nodes - additional connections				month	node	\$3,500
0027	Time Matters - Enterprise Edition				one-time license fee	user	\$300
0028	Transactional pricing plan					transaction	See Appendix F
0029	Batch Solutions					per input	\$0.25 - \$1.00



Business Proposal - Computer-Assisted Legal Research 3

Submitted in Response to Solicitation # DJJD04RFP0267
Section 4 - Pricing Tables

0030	Selsint - Accurint client, web & wireless access				month	per user up to 1,500 users	\$62.21
0031	Selsint - Accurint client, web & wireless access				month	per user between 1,501 and 3,000 users	\$61.66
0032	Selsint - Accurint client, web & wireless access				month	per user between 3,001 and 6,000 users	\$46.25
0033	Selsint - Accurint client, web & wireless access				month	per user between 6,001 and 9,000 users	\$34.88
0034	Selsint - Accurint client, web & wireless access				month	per user between 9,001 and 12,000 users	\$26.01

Note:

Unit prices increase 5% per year starting in option period one.



CourtLink Primary Award Source Materials

Document Retrieval Pricing:

Document Retrieval prices vary significantly by court and different fees may be applicable. See table below for a list of all fees and available discounts.

Service	List Price	Discounted?	DOJ Price
Document Retrieval	[REDACTED]	[REDACTED]	\$74.10 - \$90.25
Name Search	[REDACTED]	[REDACTED]	\$66.50 - \$82.65
Research Fees (when applicable)	[REDACTED]	[REDACTED]	\$78 - \$95/hr
Copy Fees	[REDACTED]	[REDACTED]	\$.65 - \$2.00/pg
Fax or Email of doc (<10 pages)	[REDACTED]	[REDACTED]	\$1.50/pg
Express Mail (>10 pages)	[REDACTED]	[REDACTED]	
Archive Fees (when applicable)	[REDACTED]	[REDACTED]	\$80 - \$120
Rush Fee	[REDACTED]	[REDACTED]	\$20

Online Document Pricing:

Documents that are available online in PDF form are available at \$.15/page.

Assisted Search Pricing:

Assisted Searching is a Search that a CourtLink representative can do electronically, without sending a runner to the courthouse. List price for this service is \$28 per search, [REDACTED]



LexisNexis

Technical Proposal - Computer-Assisted Legal Research 3

Submitted in Response to Solicitation # DJJD04RFP0267
Appendix C**Track Pricing:**

CourtLink's Track feature can be sold as a subscription [REDACTED]
Transactional rates are seen below.
[REDACTED]

Court	Monthly	Weekly	Daily
U.S. District Court	\$10.00	\$6.50	\$5.00
U.S. Court of Federal Claims	\$10.00	\$6.50	\$5.00
U.S. Bankruptcy Courts	\$18.00	\$15.00	\$12.00
U.S. Circuit Court of Appeals	\$14.00	\$10.00	\$7.00
State Courts - A	\$10.00	\$6.50	\$5.00
State Courts - B	\$13.50	\$9.50	\$7.50
State Courts - C	\$18.50	\$15.50	\$12.50

**State Court Categories:**

Arizona: Maricopa County Superior Court; Pima County Justice Courts	Category A
California: Alameda, Los Angeles, San Francisco, San Joaquin, Santa Cruz and Ventura County Superior Courts	Category A
Connecticut: Superior Courts, statewide	Category B
Delaware: Court of Chancery (Wilmington)	Category A
Florida: Brevard, Escambia, Manatee and Monroe County Circuit & County Courts	Category A
Florida: Duval, Miami-Dade and Polk County Circuit & County Courts	Category B
Illinois: Adams, Cook, Macon and Montgomery County Circuit Courts	Category A
Maryland: District Courts, statewide; Montgomery and Prince George's County Circuit Courts	Category B
Missouri: Circuit Courts in 1 st , 3 rd , 5 th , 6 th , 8 th , 9 th , 11 th , 12 th , 13 th , 14 th , 15 th , 16 th , 18 th , 19 th , 20 th , 22 nd , 24 th , 28 th , 29 th , 30 th , 32 nd , 33 rd , 34 th , 35 th , 37 th , 38 th , 42 nd , and 45 th Circuits)	Category A
New Jersey: Superior Courts, statewide	Category C
New York: Supreme Courts statewide; New York County Clerk Records (summary only); New York City Judgment Docket Liens Books (summary only)	Category B
North Carolina: District & Superior Courts, statewide	Category C
Ohio: Athens, Butler, Clermont, Cuyahoga, Franklin, Greene, Hamilton, Knox, Lake, Lawrence, Lorain, Montgomery, Scioto and Stark County Court of Common Pleas	Category A
Oregon: Circuit & District Courts, statewide; Court of Appeals; Supreme Court; Tax Court	Category B
Pennsylvania: Allegheny County Court of Common Pleas	Category A
Texas: El Paso and Nueces County District Courts	Category A
Texas: Dallas, Harris and Tarrant County District & County Courts; Dallas and Tarrant County Probate Courts; Tarrant County Justice of the Peace Courts	Category C
Virginia: District Courts, statewide; Circuit Courts in 54 jurisdictions	Category A
Washington: District, Municipal & Superior Courts, statewide	Category B
Washington: Court of Appeals Divisions I, II & III; Supreme Court	Category C
Wisconsin: Circuit Courts, statewide excluding Outagamie	Category



Dun & Bradstreet Reports

LexisNexis provides the most extensive collection of D&B business credit and non-business credit reports. The following D&B business reports are available through the D&B Gateway:

D&B Business Information Report (BIR) - provides an overall profile of a company and information and analysis to help you evaluate a firm's operations, profitability, and stability. This report can provide payment information, banking, finance, public filings, special events, company history and management history. Access this report to obtain the registered names of a company, as well as DBA's; to assess overall risk in doing business with a company; to complete pre-sales call research on a prospect or customer; to research ownership details.

D&B Payment Analysis Report (PAR) - provides in-depth historical analysis of a business' payment habits as reported to D&B. It illustrates how a firm pays certain industries and certain credit amounts and how it's payment record compares to the records of similar sized firms in the same industry. Also provided is information on a firm's banking relationships, public filings, and special events, when available. Access this report to discern between a company's willingness and ability to pay; to check for bankruptcy filings or new ownership; to assess payment trends.

D&B Supplier Evaluation Report (SER) - provides information and analyses to assess the risk of doing business with a supplier. Access this report to uncover other products and services your supplier offers; to benchmark a supplier against other national and local providers; to obtain a quick, overall evaluation of risk.

D&B Business Background Report (BBR) - provides useful information on a company's history and operations as well as business background of its management and generally includes a business summary and special events section. Access this report to review the operations of a company; to plan for a sales call; to obtain history and business background of a company's management.

D&B Dun's Financial Profiles (DFP) - provide an overview of a firm's financial condition, complete with industry benchmarking of a firm's key business ratios, financial and payment performance. Access this report to see a company's bottom line; to measure overall growth or decline; to see if the concentration of assets are weak; to see a strong indication of how a company compares to its peers.

D&B Government Activity Report (GAR) - provides details on a company's transactions with the federal government as reported to D&B. The report helps to gauge a firm's reliability based on a wide range of government transactions including contracts, loans, and grants, and provides insight into a firm's dependence on government contracts to help you assess how the firm might be affected by present or future cutbacks. Access this report to identify companies and related entities that cannot do business with the government.

D&B Comprehensive Report (CR) - an analytical tool that can help assess new and existing business relationships where the large-dollar and/or long term nature of the commitment pose a significant risk or opportunity. This report combines the power of D&B's predictive scores with the proven value of business and payment information, help your customer determine both the current profile and future outlook for an account. Access this report to assess the financial strength of a company; to determine the likelihood that a company will become delinquent in its payments.



Dun & Bradstreet Pricing

D&B Business Information Report (BIR) D&B Region from which licensed material are generated	Region of User ID						
	US	Japan	Europe	Pacific	Canada	Latin America	Asia
ISA Region Price	\$104.50	\$263.00	\$221.00	\$292.00	\$158.00	\$158.00	\$378.00
Canada Region Price	\$137.00	\$399.00	\$210.00	\$292.00	\$84.00	\$158.00	\$378.00
Europe 1 Region Price	\$261.00	\$599.00	\$154.00	\$292.00	\$302.00	\$394.00	\$473.00
Europe 2 Region Price	\$261.00	\$599.00	\$210.00	\$394.00	\$454.00	\$394.00	\$578.00
Latin America/Caribbean Region Price	\$309.00	\$599.00	\$315.00	\$394.00	\$454.00	\$394.00	\$548.00
Asia Region Price	\$331.00	\$599.00	\$315.00	\$394.00	\$529.00	\$473.00	\$473.00
Pacific Region Price	\$331.00	\$599.00	\$315.00	\$193.00	\$454.00	\$473.00	\$473.00
Japan Region Price	\$331.00	\$315.00	\$315.00	\$394.00	\$529.00	\$473.00	\$578.00
D&B Payment Analysis Report (PAR)	\$72.50	\$72.50	\$72.50	\$72.50	\$72.50	\$72.50	\$72.50
D&B Supplier Evaluation Report (SER)	\$108.50	\$108.50	\$108.50	\$108.50	\$108.50	\$108.50	\$108.50
D&B Business Background Report (BBR)	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00	\$37.00
D&B Dun's Financial Profiles (DFP)	\$123.90	\$123.90	\$123.90	\$123.90	\$123.90	\$123.90	\$123.90
D&B Government Activity Report (GAR)	\$64.60	\$64.60	\$64.60	\$64.60	\$64.60	\$64.60	\$64.60
D&B Comprehensive Report (CR)	\$123.00	\$123.00	\$123.00	\$123.00	\$123.00	\$123.00	\$123.00

A listing of the countries included in each region follows.



D&B Regions

1. USA Region

United States

2. Canada Region

Canada

3. Europe 1 Region

Western Europe

Albania
Austria
Belgium
Bosnia and
Herzegovina
Bulgaria
Croatia
Cyprus
Czech Republic
Denmark
Finland
France
Germany

Gibraltar
Greece
Hungary
Iceland
Ireland
Italy
Luxembourg
Macedonia
Malta
Netherlands
Norway

Poland
Portugal
Romania
Serbia and
Montenegro
Slovak Republic
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom

4. Europe 2 Region

Eastern Europe

Armenia
Azerbaijan
Belarus
Estonia
Georgia

Kazakhstan
Kyrgyzstan
Latvia
Lithuania
Moldova

Russia
Tajikistan
Turkmenistan
Ukraine
Uzbekistan

Africa

Algeria
Angola
Benin
Botswana
Burkina Faso
Burundi
Cameroon
Cape Verde
Central African
Republic
Chad
Congo
Cote D'Ivoire
Djibouti
Egypt
Equatorial Guinea
Eritrea
Ethiopia
Gabon

Gambia
Ghana
Guinea
Guinea-Bissau
Kenya
Lesotho
Liberia
Lybia
Madagascar
Malawi
Mali
Mauritania
Mauritius
Morocco
Mozambique
Namibia
Niger
Nigeria

Reunion
Rwanda
Sao Tome &
Principe
Senegal
Seychelles
Sierra Leone
Somalia
South Africa
Suda
Swaziland
Tanzania
Togo
Tunisia
Uganda
Zaire
Zambia
Zimbabwe



D&B Regions (con't)

Middle East

Bahrain
Iran
Iraq
Israel
Jordan

Kuwait
Lebanon
Oman
Qatar
Saudi Arabia

Syria
United Arab
Emirates
Yemen

5. Latin America/Caribbean Region

Antigua
Argentina
Bahamas
Barbados
Belize
Bermuda
Bolivia
Brazil
Chile
Colombia
Costa Rica
Cuba
Dominica
Dominican Republic

Ecuador
El Salvador
Falkland Islands
French Guiana
Grenada
Guadeloupe
Guatemala
Guyana
Haiti
Honduras
Jamaica
Martinique
Mexico
Netherlands Antilles

Nicaragua
Panama
Paraguay
Peru
Puerto Rico
St. Vincent & the
Grenadines
St. Lucia
St. Kitts & Nevis
Suriname
Trinidad & Tobago
Turks & Caicos Islands
Uruguay
Venezuela

6. Asia Region

Afghanistan
Bangladesh
Brunei
Cambodia
China
French Polynesia
Hong Kong
India

Indonesia
Korea
Laos
Macau
Malaysia
Maldives
Myanmar
Nepal

Pakistan
Philippines
Singapore
Sri Lanka
Taiwan
Thailand
Vietnam

7. Pacific Region

Australia
Fiji
Guam
Kiribati
Marshall Islands

Micronesia
New Caledonia
New Zealand
Palau
Papau New Guinea

Samoa
Solomon Islands
Tonga
Tuvalu
Vanuatu

8. Japan Region

Japan



Per Search Price Plan

This summary reflects standard per search prices for Federal Government customers effective October 1, 2003. The Online Federal Government Price Schedule provides a detailed list of prices. Please contact your LexisNexis™ Account Executive for flat rate pricing options.

SEARCH CHARGES

Rate Per Search

Search Links.....	\$5
Standard Files	\$19.95
CCH Files	\$30-\$75
Large Group Files.....	\$34.91
SmartLinx™	\$50
CourtLink®	\$0.10 - \$18.00

CITATOR SERVICES

Rate Per Cite

The Auto-Cite® service and the Shepard's® Citations Service	\$3.50
Table of Authority	\$1/report

DOCUMENT RETRIEVAL FEATURES

Rate Per Cite

Through LexisNexis™ at www.lexis.com	
Via embedded link (Excluding document link)	\$4.50/link
Via Get a Document by citation.....	\$4.50/cite

Through LexisNexis™ Research Software	
Via LEXSEE service.....	\$4.50/cite
Via LEXSTAT service.....	\$4.50/cite

SUBJECT DIRECTORY FEATURE

Rate Per Doc

Per Document*	\$3
* nexis.com service only	

QUOTES

Rate Per Quote

Market Statistics	\$1
Historic Price Quotes.....	\$0.15*
Historic Dividend Quotes.....	\$0.25*

*Includes printing and downloading charges

ECLIPSE™ (Electronic Clipping Service)

Charges for ECLIPSE feature reports will be based on the frequency with which they are executed.

Frequency	Price Per Report
On Demand *	\$4
Intra Day *	\$6
Daily	\$14
Business Day (M-F).....	\$18
Weekly.....	\$21
Monthly.....	\$27

* nexis.com service only

Standard ECLIPSE reports will be printed automatically on an offline printer. All ECLIPSE printing will incur applicable

print charges. Paperless ECLIPSE results may be viewed online at the applicable connect time charges for the file(s) in which the search is executed.

TELECOMMUNICATIONS CHARGES

Network Time Charges	Rate Per Hour
FTS2000	No Charge
LexisNexis™ Network, Internet.....	\$0
WATS, Tymnet®, SprintNet®	\$0
International	
Most locations	\$19
Canada	\$13
WATS	\$21

PRINTING/DOWNLOADING - Per Document¹

Legal Information	\$0/document
Non-Legal Information, News	\$0/document
Investext® and Predicasts® materials.....	\$0/document
Public Records.....	\$0/document
SEC	\$0/document

Print charges are included in the Per Search Rate.

Anatomical Transparencies	\$0/image
Trademark design images	\$0/image
Patent Exemplary drawing images.....	\$0/image
Mealey's.....	\$0/image
Patent Drawings.....	\$0/image
Trademark Registrations.....	\$0/image
Elsevier Environmental.....	\$3/image
IHI Patent - US Domestic.....	\$5/image
IHI Patent - International.....	\$6/image
Patent PDF Images.....	\$6/image
Forms.....	\$7.50/image
ISO Policy Forms	\$25.00/image
Elsevier Business.....	\$6/image
Investext	\$10/image

VOLUME DISCOUNTS

Individual agencies or the Library of Congress acting on behalf of Transfer Pay users are eligible for volume discounts. The volume discount is calculated monthly and is based on the average Information Charges per month for the prior three months.

Monthly Average Information Charges	Discount
From 0 up to \$2,500.....	2%
Over \$2,500 up to \$12,500	2.5%
Over \$12,501 up to \$60,000	4.5%
Over \$60,001 up to \$90,000	8.5%
Over \$90,001 up to \$500,000	12.5%
Over \$500,000	15.5%

(Additional information and footnotes on next page)

**ACCESS CHARGES**

Charges currently range from \$0 to \$50. Consult the price list available in the online services for detailed access charges.

Access to MarkIntel® reports in the MARKET library will be charged at applicable charge per page as follows:

View or print..... \$6.30, \$8.30, \$12.30 or \$18.30

AUTOMATIC DISPLAY FILE CHARGES

Charges for the limited number of Automatic Display Files will be applied once the file is selected and text automatically displays.

View document \$3, \$4, \$6, \$10, \$15, \$16, \$28 or \$29

REPORT CHARGES**Dun & Bradstreet®**

Charges for Business Information Reports will range from \$84 to \$599 depending on the user's location (e.g. USA, Canada, etc.). Charges for other Dun & Bradstreet Reports will range from \$37 to \$123.90 depending on the specific report requested:

LexisNexis™ Company Analyzer

Per Search..... \$25/each

Per Report..... \$90/each

Investext Documents..... \$7.50/page

Multex® Reports

1 to 5 pages..... \$10/report

6 to 12 pages..... \$25/report

13 to 20 pages..... \$50/report

21 to 40 pages..... \$75/report

40 to 60 pages..... \$100/report

61 to 99 pages..... \$150/report

100+ pages..... \$300/report

Edgar Online filings..... \$10/document

Delaware Secretary of State

Basic Report..... \$20/each

Detailed Report..... \$35/each

LexisNexis™ Risk Solutions.

Risk Solutions activities range from \$0 to \$2, Risk Solutions reports range from \$1 to \$36.50 except NY reports ranging from \$175 to \$191, Court Access fees range from \$1 to \$40, Access Case fees range from \$1 to \$100, and extended date range will be \$6, as designated in the product.

MarkMonitor

Inbox..... \$0/report

EBannermonitor..... \$35/report

EBoardmonitor..... \$35/report

EDomainmonitor..... \$35/report

ELinkmonitor..... \$35/report

ENetmonitor..... \$35/report

ESitemonitor..... \$35/report

Submitted in Response to Solicitation # DJJD04RFP0267

Appendix F

TMIQ..... \$35/report

ReverseWhols..... \$35/report

DomainSmart..... \$35/report

COMPLIMENTARY SERVICES**Instruction**

Per Individual..... No Charge

Communications software

Personal computers and networks..... No Charge

Libraries and Files

Files in the PRACT®, TERMS and GUIDE libraries; the GUIDE files in any LEXIS or NEXIS® library; the HDLINE file in the BNA library; the COLIST file in the COMPNY library; the FTCAID file in FEDTAX and TAXRIA libraries; the HIDREF file in the GENMED library; the PTSHS and PCOTHS files in the MARKET library; the FORREL file in the INTLAW and ITRADE libraries; the LEGAL, NEWS and WWBUS files in the Easy Search™ (EASY) library; and use of Help features are available for Network Time and Print Charges only.

Online Price Schedule

The Online Price Schedule for the Federal Government provides a complete list of the libraries and files available on the LexisNexis services. There is no charge for browsing or printing these materials. To view the Online Price Schedule, sign onto the LexisNexis service as you normally would. Instead of using your personal identifier, use the following identification number: [REDACTED]

Customer Service

Customer Service is available 24 hours a day and seven days a week. Staffed with attorneys, librarians, financial experts, technical specialists, business, medical and other skilled professionals, our Customer Service group is uniquely qualified to help you conduct your online research.

¹There is a \$15 handling charge for requests printed at the LexisNexis computer center in Dayton, Ohio.

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U.S. DEPARTMENT OF JUSTICE

REQUISITION/ORDER
FOR
SUPPLIES OR SERVICES

1. Y REG DOC

5-59-4007A

2. Delivery/Purchase Order No.

05C1069 0001/m2

3. Date Approved by COTR

4. Delivery/Purchase Order Date

11-3-04

5. Requisition No.

5T959-4007A

6. To:

U.S. Department of Justice
Procurement Services Staff, CAS
National Place Bldg., Suite 1000
Washington, D.C. 20530

7. From: (Name, Location)

DOJ/JMD/CIO/ESS/CMS
601 D Street, NW Room 4520
Washington, D.C. 20530

8. Source:

LexisNexis
1150 18th Street, NW
Washington, DC 20036
ATTN: [REDACTED]
phone: [REDACTED]9. For Ordering Information Call: (Name, Telephone)
Bernard Guerrero; (202) 514-4537

10. Required Delivery Date:

11. Place of Inspection and Acceptance: See SQW
11a. FOR Points

12. Contract No.

DJJ05C1069

13. Signature of Approving Officer: [Signature]

Date: 10/28

14. Cost Center Code:

0T0940100704 OC: 2533 Incr. \$22,000

15. Title of Approving Officer:
Assistant Director, CMS

CLIN No. (16)	Description of Supplies or Services (17)	Leased in FY (18)	Quantity (19)	Unit of Issue (20)	Unit Price (21)	Amount (22)	SOC Code (23)
	Additional funding for access to LexisNexis Non-Flat Rate Services (Table B-2) from 11/1/04 to 09/30/05. Includes the following CLINS:						
	0006 BNA ENRD Package		11	mo.	1,100.00	12,100.00	
	0004 BNA CRT Package		11	mo.	900.00	9,900.00	
	663,660 + 22,000 685,660						

24. Deliver to: (Complete shipping address, including Zip code)

25. TOTAL: \$ 22,000.00

26. Mail Invoice To:

27. Discount Terms

28. Invoice No.

9. The above items are hereby ordered:

UNITED STATES OF AMERICA

BY (Signature)

NAME:

Pamela F. Pilz

Title: Contracting/Ordering Officer

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE

PAGE OF PAGES

1 1

2. AMENDMENT/MODIFICATION NO.

DJJ05C1069D001M001

3. EFFECTIVE DATE

10-18-2004

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

CALR3

6. ISSUED BY

CODE

US Department of Justice
Procurement Services Staff1331 Pennsylvania Ave., NW, National Place Bldg, Suite 1000
Washington, DC 20530

7. ADMINISTERED BY (If other than Item 6)

CODE

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

LexisNexis
9443 Springboro Pike
Miamisburg, OH 45342

()

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

DJJ05C1069D001

10B. DATED (SEE ITEM 13)

09-29-2004

CODE

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

2. 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.

- () 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 date, etc.) 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)

IMPORTANT:

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

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

A. The purpose of this modification is to make the following administrative changes to the SF347:

Block 6, Ship To, is hereby changed to read as follows: Bernard Guerrero
601 D Street, NW, Room 4520
Washington, DC 20530Block 21, Mail Invoice To, is hereby changed to read as follows: Bernard Guerrero
601 D Street, NW, Room 4520
Washington, DC 20530

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.

1A. NAME AND TITLE OF SIGNER (Type or print)

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

Connie H. Simmons

B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

18 Oct 04

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

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

1 1

1. DATE OF ORDER 09-29-2004		2. CONTRACT NO. (If any) DJJ05C1069		6. SHIP TO:	
3. ORDER NO. DJJ05C1069D001		4. REQUISITION/REFERENCE NO.		a. NAME OF CONSIGNEE Mark J. Miller	
5. ISSUING OFFICE (Address correspondence to) US DOJ, JMD PSS, 1331 Pennsylvania Ave., NW, NPB Suite 1000 Washington, DC 20530				b. STREET ADDRESS 601 D Street, NW, Room 4522	
				c. CITY Washington	d. STATE DC
				e. ZIP CODE 20530	
7. TO:				f. SHIP VIA	

a. NAME OF CONTRACTOR [REDACTED]		8. TYPE OF ORDER	
b. COMPANY NAME LexisNexis		<input type="checkbox"/> a. PURCHASE <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.	
c. STREET ADDRESS 9443 Springboro Pike		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.	
d. CITY Miamisburg	e. STATE OH	f. ZIP CODE 45342	

9. ACCOUNTING AND APPROPRIATION DATA 0T0940100704 YREGDOC: 5-59-4007 OC: 2533 \$663,660.00		10. REQUISITIONING OFFICE USDOJ, JMD, Contracts Management Service (OCIO/ESS) 601 D Street, NW, Room 4522, Washington, DC 20530	
---	--	---	--

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.	
13. PLACE OF Destination		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
16. DISCOUNT TERMS Net 30			

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)
0013	BNA Tax Division Package	12.00	MO	3,200.00	38,400.00	
0030	Seisent-Accurint (500 users per month)	12.00	MO	41,105.00	493,260.00	
0014-0029	Other Non-Flat Rate Services as available on the B-2 pricing table and identified via user ID on an IDIQ basis)	12.00	MO	11,000.00	132,000.00	
Period of Performance: 10-01-2004 - 09-30-2005						
SEE BILLING INSTRUCTIONS ON REVERSE	18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.	
	21. MAIL INVOICE TO:					17(h) TOT. (Cont. pages)
	a. NAME					
	Mark Miller, JMD/OCIO/ESS/CMS					663,660.00
	b. STREET ADDRESS (or P.O. Box)					
	601 D Street, NW, Room 4522					
c. CITY		d. STATE e. ZIP CODE				
Washington		DC 20530			17(i) GRAND TOTAL	

2. UNITED STATES OF AMERICA BY (Signature)

Connie H. Simmons

Connie H. Simmons
TITLE: CONTRACTING/ORDERING OFFICER