

SOLICITATION, OFFER, AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER 15JPSS19R00000013		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED	
7. ISSUED BY U.S. Department of Justice Procurement Services Staff 145 N St., NE, 8E.300 Washington, DC 20530		CODE 15JPSS Andrew Martin (O) 202-307-1928 andrew.s.martin@usdoj.gov		5. DATE ISSUED 11/09/2018	
				6. REQUISITION/PURCHASE NUMBER	
				8. ADDRESS OFFER TO (if other than item 7) U.S. Department of Justice JMD OCIO PPS 145 N Street, NE Room 3E.1407	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in _____ until **2:00:00 PM** local time **01/03/2019**
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Andrew Martin	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 307-1928		C. E-MAIL ADDRESS andrew.s.martin@usdoj.gov
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS(%) 0.00 %	20 CALENDAR DAYS(%) 0.00 %	30 CALENDAR DAYS(%) 0.00 %	0 CALENDAR DAYS(%) 0.00 %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (if other than item 7) CODE	25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) Andrew S. Martin	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Pricing Tables

Contract prices for all CALR-5 services provided hereunder shall be as specified in the Pricing Tables below; see Sections L.5.3.1 and M.2 for further details.

CLIN 0001: Unlimited Usage Prices including Full Dockets - DOJ-wide (excluding FBI)

Unlimited users, each with unlimited usage, functionality, and services as defined and required in Section C.1 through Section C.7 and Section C.8.1 of the Statement of Work (SOW).

Table B-1: Unlimited Usage Prices including Full Dockets - DOJ-wide (excluding FBI)					
CLIN	CONTRACT PERIOD	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL
0001	BASE PERIOD (4/1/19-9/30/19)	6	MONTH		
1001	OPTION PERIOD 1 (FY 2020)	12	MONTH		
2001	OPTION PERIOD 2 (FY 2021)	12	MONTH		
3001	OPTION PERIOD 3 (FY2022)	12	MONTH		
4001	OPTION PERIOD 4 (FY2023)	12	MONTH		
5001	OPTION PERIOD 5 (FY2024)	12	MONTH		
6001	OPTION PERIOD 6 (FY2025)	12	MONTH		
GRAND TOTAL					

CLIN 0002: Unlimited Usage Prices excluding Dockets - DOJ- wide (excluding FBI)

Unlimited users, each with unlimited usage, functionality, and services as defined and required in Section C.1 through Section C.7 of the Statement of Work.

Table B-2: Unlimited Usage Prices excluding Dockets - DOJ-wide (excluding FBI)					
CLIN	CONTRACT PERIOD	QTY	UNIT	UNIT PRICE	EXTENDED TOTAL
0002	BASE PERIOD (4/1/19-9/30/19)	6	MONTH		
1002	OPTION PERIOD 1 (FY 2020)	12	MONTH		
2002	OPTION PERIOD 2 (FY 2021)	12	MONTH		
3002	OPTION PERIOD 3 (FY2022)	12	MONTH		
4002	OPTION PERIOD 4 (FY2023)	12	MONTH		
5002	OPTION PERIOD 5 (FY2024)	12	MONTH		
6002	OPTION PERIOD 6 (FY2025)	12	MONTH		
GRAND TOTAL					

CLIN 0003: Transactional Unit Prices (including FBI)

For each product and service offered by the vendor that is not included under CLINs 0001 or 0002 (see Section C.5.4), provide the following information in the table below:

- (a) Product and/or database name
- (b) Cross-reference to the descriptive literature or proposal exhibit
- (c) The price list from which the offered rate is derived (e.g., the current lowest FEDLINK rate, the current lowest GSA rate, the current lowest commercial rate, or other specified reference rate)
- (d) The discount in percentage off the price list in (c)
- (e) The period that the price list and discount will be effective (e.g. all years, Base & Option Years 1&2, Option Years 3 to 6, etc.)
- (f) The unit of measurement for the price (per search, per name, per hour, etc.); unit of measurement can include enterprise-wide pricing.
- (g) The unit price

Table B-3 Transactional Unit Prices (All DOJ – including FBI)							
CLIN*	(a) Product	(b) Reference	(c) Price List	(d) Discount	(e) Period	(f) Base Year Unit	(g) Base Year Unit Price
0007							
0008							
0009							
0010							
0011							
0012							

*Additional CLINs should be added in sequence, as necessary, for additional products or periods.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 Introduction

(a) 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 over 40 component organizations whose employees are located throughout the United States, its territories and in over 50 countries. The DOJ's major law enforcement bureaus participating in CALR-5 include the Drug Enforcement Administration, the United States Marshals Service, the Bureau of Prisons, and the Bureau of Alcohol, Tobacco, Firearms and Explosives. The Federal Bureau of Investigation will be participating only in the non-flat portion of the contract (see Section C.9).

(b) The bulk of the DOJ's legal/litigation work is performed by the 94 United States Attorneys' Offices (USAOs), supported by the Executive Office for U.S. Attorneys (EOUSA). In addition, seven litigating divisions (Antitrust, Civil, Civil Rights, Criminal, Environment and Natural Resources, National Security Division 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.

(c) 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 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) The Department awarded a contract in 2011 for Computer Assisted Legal Research (CALR) in order to obtain access to legal and other databases at a reasonable cost (CALR-4). Along with continued services, the Department now seeks additional functionality as part of its CALR-5 contract; this includes, but is not limited to, updated interfaces, greater dockets access, the expansion and enhancement of public records, social media, analytics and current awareness tools.

(b) Because access to up-to-date and comprehensive legal, legislative, news, and public records information is a critical on-going mission requirement, DOJ currently relies on a wide variety of automated research services including BNA, ProQuest, Hein On-Line, Gale, Dun & Bradstreet, LexisNexis, and Westlaw. The DOJ obtains these services through the CALR-4 program, the GSA schedule, the FEDLINK contract (administered by the Library of Congress), and other vehicles.

C.1.2 Objective

The objective of this contract is to provide DOJ personnel with on-line legal research services in support of DOJ's mission. The goal, throughout the life of the contract, is to obtain the most cost-effective, complete, accurate, efficient, flexible, innovative, and productive blend of online legal research, public records and news services sufficient to meet DOJ's litigation, investigative, and administrative needs. Vendors should include customizable access to legal research materials suitable for federal, state, local, tribal, and international litigation, as well as current and comprehensive financial, property, telecommunications, news, and other public records data.

C.2 Scope of Contract

(a) This contract will be used to obtain on-line computerized access to complete legal, news, financial, public record, dockets and related information databases. Examples of such databases include federal and state court cases, administrative decisions, statutes, regulations, legal treatises, legislative histories, and expert witness data – with full-text search and retrieval capability (both within individual databases and across databases); and related support services for the DOJ on an unlimited access basis. This contract will support 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, U.S. 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 – and DOJ will bear any telecommunications costs necessary for this subset of DOJ users to access the Contractor's system.

(b) This contract will be the main 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. There are two main parts to this contract: the flat rate, unlimited use portion that excludes FBI (Tables B-1 and B-2) and a non-flat portion that will include all remaining products not available in the above (Table B-3) but includes FBI. The Department reserves the right to award more than one contract under this RFP.

C.3 CALR User Profiles

- (a) DOJ (excluding FBI) has approximately 27,000 users under the CALR-4 contract. Approximately 11,500 of those customers actually utilize CALR-4 services in an average month. 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, Northern Mariana Islands, U.S. Virgin Islands, and Puerto Rico in the U.S. Attorneys Offices and other organizations. For USAO locations, see <https://www.justice.gov/usao/find-your-united-states-attorney>.
 - The FBI has approximately 17,000 public record and legal data customers, with around 9,000 active users. See FBI requirements listed in Section C.9.
 - (1) CALR users require unlimited access to at least basic legal research and public records databases on a "flat-rate" basis (see Section C.5.1). In addition, specially designated CALR Points-of-Contact (POCs), such as the Legal Resource Managers (LRMs) referenced in Section G.1.3, require unlimited access to all offered CALR databases, both those available on a flat-rate basis as well as those available on a transactionally-charged "ancillary" basis. Vendor shall provide ancillary access on a database by database basis if possible. POCs may designate additional end users to receive access to transactional data.
- (b) 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 access at work or from other locations, including their residence; others will utilize mobile devices such

as smart phones and tablets.

- (2) A secondary access method for some resources will be with the vendor's specialized PC programs or plug-ins. Access will be via the Internet (either the DOJ intranet firewall or user-provided Internet connectivity).

(c) 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.

(d) The Contractor may presume that DOJ users will use Contractor-supplied software on DOJ networked or standalone, laptop and tablet computers and smart phones at home, on travel, or in the workplace.

(e) Access must be Section 508 compatible.

(f) Internet access will be using a standard browser (which will change over time). Microsoft Internet Explorer (current version) is the current primary browser, but others such as Firefox, Chrome, Safari (on iPads) or Edge may also be in use. 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. Access must be Section 508 compatible.

(g) Integral public records access (under Section C.5.1 - Mandatory Databases) shall be available in two varieties: "5(a)" and "5(b)". Users authorized for full 5(a) access shall receive unmasked data without redaction; users limited to 5(b) access shall receive data that partially redacts sensitive personally identifiable information (PII), (e.g., Social Security numbers (SSNs), date of birth (DOB), and driver's license number (DLN). The default mode for all non-law enforcement component users is 5(b), unless special authorization has been granted by a user's POC for full 5(a) access. The default mode for law enforcement component users is 5(a). Law enforcement components are defined as ATF, BOP, DEA, FBI and USMS.

(h) The Contractor will work with DOJ components to develop a single sign-on solution for the Department.

C.4 System Capabilities

At a minimum, the Contractor's system must satisfy all the requirements of Sections C.4.1 and C.4.2.

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.

(b) The vendor must offer all commercially available interfaces (e.g., classic menu-driven, single-search box ["Google-like"]), wireless handheld device optimized, etc.).

(c) The vendor must offer support, as commercially available, for mobile devices.

C.4.1.1 Database Selection

(a) The Contractor's system shall provide access to the databases specified in Section C.5.1 and C.5.2 through a menu selection or filtering 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 a 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; 100 F.3d 198; 321 U.S. App. D.C. 394; 5 U.S.C. §552; 28 C.F.R. §16.1). 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 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 BUT_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*** or 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).
- (6) The ability to display multiple documents that are included in a single filing (e.g., a summary judgment motion, together with supporting legal memorandum and accompanying exhibits).

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, as well as statutes, law journals and other covered legal material.

- (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).

(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 referenced 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:

To be inserted from the Contractor's proposal (see Section L.5.4.3 PART C).

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

To be inserted from the Contractor's proposal (see Section L.5.4.3 PART C).

(e) A plug-in shall be made available that integrates with Microsoft Word that validates citations in documents against the online citators and checks quotes against databases.

C.4.1.6 Printing, Downloading and Emailing

The system shall provide the following printing, downloading and emailing facilities:

- (1) The ability to print, as a single operation, one or more selected documents from 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 storage media (disk, flash drive, etc.) for later printing or manipulation through a word processing program.
- (3) The ability to email one or more selected documents.
- (4) The Contractor shall provide unlimited printing, downloading and emailing of retrieved documents at no additional charge, including all available PDF formats, subject to copyright and licensing restrictions in the final contract. Downloading and emailing formats shall, at a minimum, include formatted word processing (Microsoft Word), PDF and ASCII text. HTML is desirable but not mandatory.

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. The notification shall be fully viewable and functional on any authorized computer (e.g., standalone, laptop, tablet, PDA). We understand that functionality may be limited due to device capability.

C.4.1.8 Tables of Authorities

Vendors are encouraged to offer the capability (online or via software) to generate Tables of Authority from briefs and similar documents in Word format, that can be cite-checked for accuracy and inserted into such documents.

C.4.1.9 Folders

Vendors are encouraged to offer customers the ability to create folders, notes and highlights; usage will be at the discretion of components.

C.4.1.10 Links

Vendor product should be able to create direct/permanent persistent links for Web guides/pathfinders and memos/e-mails. Vendors are also encouraged to offer the capability (online or via software) to generate links within DOJ generated documents (briefs, etc.).

C.4.2 Availability

(a) The Contractor's web-based legal research system shall normally be available to all DOJ users on a 7 days/week, 24 hours/day, 365 days/year basis (7/24/365). 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 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.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	1791-Present
	Opinions of the U.S. District Courts	1792-Present
	Opinions of the U.S. Claims Court, U.S. Court of Claims, Court of Federal Claims	1853-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	1938-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	1942-Present
Briefs	Supreme Court	1936-Present

Category	Database	Range of Information
Legislative	Congressional Record	1985-Present
	United States Code (annotated and updated)	1994- Present
	Public Laws	1988-Present
	Congressional Committee Reports	1990-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	1955-Present
	Code of Federal Regulations	1984-Present
	Federal Register	1936-Present
	EDGAR	1996-Present
	Opinions of the Merit System Protection Board	1982-Present
	Decisions of the Boards of Contract Appeals :	
	Department of Agriculture	1968-2007
	Armed Services	1956-Present
	Army Corps of Engineers	1952-2000
	Department of Energy	1978-2007
	General Services Administration	1962-2007
	Housing and Urban Development (HUD)	1975-2007
	Department of Interior	1955-2007
	Department of Labor	1973-2007
	National Aeronautics and Space Administration	1960-1993
	Postal Service	1959-Present
	Department of Transportation	1967-2007
	Veterans Administration	1960-2007
	Civilian Board of Contract Appeals	2007-Present
	Board of Immigration Appeals' Administrative Decisions	1940-Present
State Materials	See Section J, Attachment No. 1	

Category	Database	Range of Information
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, judgment, 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	1996-Present
	IRS General Counsel Memoranda	1962-Present
	IRS Technical Advice Memoranda	1954-Present
	IRS Technical Memoranda	1970-1989
	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. Loading, storage, full-text search and retrieval (including printing and downloading) of this private file collection shall be included in the flat rate. 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 an internal DOJ "brief bank" containing almost 54,000 briefs in over 18 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. At its discretion, DOJ may choose not to implement the private file.

The contractor may propose to host this material on a server behind the Department's firewall and integrate the material with appropriate Contractor-hosted searches ("knowledge management solution"). There must be an appropriate transition plan to support the private file while the "knowledge management solution" is implemented. It is at the Government's discretion whether to implement the contractor's alternative private file.

Metadata tags for the brief bank documents are as follows: ACCESSION NUMBER (assigned by Vendor); TITLE; COURT; CURRENT-CASE [number]; PREVIOUS-CASE [number]; SOURCE (w/in DOJ); DATE-OF-FILING; AUTHOR; TOPIC; and SUMMARY.

C.5.3 Non-mandatory Databases

The Contractor is encouraged to include additional databases and years of coverage. 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, including the Blue Book and similar citation resources and U.S. Sentencing Guidelines.

To be inserted from the Contractor's proposal (see Section L.5.4.2, PART B)

C.5.4 Transactional Databases

Under CLIN 0003 the Contractor shall provide transactional access to products and services not included in CLINs 0001 or 0002. The Vendor is strongly encouraged to include specialized daily news and archival materials arranged by topic (example: BNA, CCH, RIA, Tax Analysts, etc. for Tax). Vendor shall offer access to dedicated public records products for law enforcement not included in the flat rate. While all users will have access to the Section C.5.1, C.5.2 and C.5.3 databases, not all users will have access to the Transactional Databases. The Component POC will designate which users shall have access to the Transactional Databases.

C.5.5 e-Books

Contractors are encouraged to offer e-Book equivalents of printed materials that they currently vend to the Department.

C.5.6 Tools

Vendors are encouraged to offer social media, analytics and current awareness tools, including medical malpractice and expert witness resources, attorney profiles and judicial profiles and statistics, and transcript tools (e.g., real time reader).

C.5.7 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 Contactor's commercial users.

C.5.8 Data and Systems Security

"Data that the contractor manages or acquires for the Department" for purposes of Section H.25 does not include data managed or acquired by Vendor in the ordinary course of commercial business on behalf of its entire customer base.

C.6 Documentation

C.6.1 Databases

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. Documentation may be provided in electronic format; however, hard copy shall be provided if requested by end user. Vendor shall compile complete and up-to-date listings of the databases available under the flat rate and transactional rate (with pricing) in a readable, searchable, easy-to-understand format on a customer web page.

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 DOJ sites 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 on-site or remote user training on all CALR services in accordance with a DOJ-approved 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 component will provide all workstations, network configurations, software, and audiovisual equipment deemed necessary by 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. At the discretion of the end user, the Contractor may utilize telephone, web or other remote training methods as a supplement for or alternative to on-site training.

(d) The Contractor shall designate a Training Coordinator who will maintain a schedule of all group training provided, and a current list of authorized trainers, both of which will be provided to the Government upon request and kept current on an online site accessible to all DOJ CALR users.

(e) All training shall be coordinated through authorized DOJ Points of Contact (POCs) or Legal Resource Managers (LRMs) in the case of the Departmental components set forth in Section G.1.3

("CALR User Representatives").

(f) To the extent that the Contractor has the capability to provide training online via Internet, it shall coordinate with the COR and POCs as to acceptable online tools and protocols (e.g., LiveMeeting, Webex, etc.) so as to ensure full functionality and connectivity with DOJ network infrastructure.

(g) Some training will take place at the National Advocacy Center in Columbia, SC and may be broadcast and/or recorded for future DOJ use.

(h) As a component of training, the vendor may (at its discretion) provide up to four speakers per year on a range of general legal topics to DOJ employees and guests at a place of DOJ's choosing.

(i) Each vendor should provide real-time FAQs for POCs – including 'always-current' instructions for account creation, flat rate/ancillary content, regional vendor representative contact information, product training resources (both onsite and online), DOJ-tailored 'Quick Start Guides,' and other vendor account administrative tools.

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 POCs/LRMs 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 POCs 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 POCs and the Contractor.

C.7.2 Telephone Support/User Assistance

The Contractor shall provide 24x7 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, U.S. Virgin Islands, Guam and Mariana Islands. Telephone calls shall be answered within five minutes; if there is a query that the support personnel cannot answer immediately, they will research and respond with an answer within two business days.

C.7.3 Contract Management

C.7.3.1 General

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

C.7.3.2 Status Meetings

(a) The Contractor's designated Contract Manager (see Section G.2) shall attend periodic meetings (normally monthly) with the COR 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 to two hours in length and be held at a site in Washington DC (specific location to be identified by the COR). 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 reports on a monthly basis, if not more frequently 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 agreed upon electronic format (e.g., 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 COR and other individuals designated by the COR. 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) 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 POC (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.

(b) The Contractor shall provide each CALR organization POC with a monthly report showing for all components at the component level the "included" usage charges in commercial, GSA or FedLink rates and the transactional usage at contract rates.

(c) The Contractor shall submit each organization's usage report to the appropriate CALR organization user representative POC (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 Representative (COR) 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;
- (6) Value of transactional and unlimited (flat rate or per named user) usage in commercial, GSA or FedLink dollars. The unlimited usage report shall be divided into four sections: Legal Research, News, Public Records, and Dockets (if applicable).

(b) The Contractor shall submit the DOJ-wide report to the COR 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". If "excluded", the unit price shall be given. The report may be provided electronically on a customer web page.

(d) Tracking of add-on public records usage shall be available via open, blind or encrypted logging at the customer's preference and convertible upon 30 days notice.

(e) The Contractor shall provide a database or access to a database updated on a daily basis 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) access, or has access to the non-flat-rate (excluded) content.

C.7.3.3.4 Special Reports

The Contractor shall provide to the COR and CALR organization user representative POC special reports as follows:

To be inserted from the Contractor's proposal (see Section L.5.4.3, Part A)

The Government may, from time to time, require additional special reports. The COR 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 and all per-user flat rate and per-unit access Secondary contract 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.

C.7.3.5 User ID Security

All user log-ins shall consist of at least two elements, one of which shall be a "strong" password; in addition, all passwords shall be changed every 90 days.

C.7.3.6 Updates

Vendors shall coordinate releases of programs or plug-ins in a timely fashion with CALR user representative POCs.

C.8 Dockets

C.8.1 Dockets

Dockets must contain at minimum the following products and services:

- (a) Searchable database containing Federal courts (e.g., Supreme Court, Appellate and District, Bankruptcy). State and local courts are desirable, but not mandatory.
- (b) Alerts of new cases meeting search criteria (including by case type, if available - e.g., False Claims Act).
- (c) Docket sheets updated automatically by Vendor and/or manually by the user
- (d) Tracking of new filings in a specific case
- (e) All electronically filed documents, excluding transcripts from PACER that are not subject to the general PACER maximum \$/page cap and excluding those documents that are only available via a runner from the court
- (f) Document retrieval and printing or downloading in a variety of formats
- (g) The ability to display multiple documents that are included in a single filing (e.g., a summary judgment motion, together with supporting legal memorandum and accompanying exhibits).

C.9 FBI

C.9.1 - Background

FBI has a requirement for extensive public records data combined with a small amount of legal resources. Pricing shall be offered by vendors on Table B-3 (Transactional Unit Prices) above. FBI will not participate in the flat rate, unlimited portion of the contract. Vendors shall provide both unit pricing and enterprise pricing (where possible) for these products.

C.9.2 Platform access, essential capabilities and datasets

C.9.2.1 Individual user access

FBI employees must be able to access the offeror's interface via desktop, as well as government issued portable electronic devices such as laptops, tablets and cellular phones. A query is a user's input to the offeror's interface. It is imperative that users are capable to run three levels of queries within the offeror's interface:

C.9.2.1.1 Individual queries

This type of query pertains to a single search of a person of interest, using no less than three identifiers. This type of search generates multiple entity resolved returns, prioritized by the most likely to the least. The interface must allow for these queries to be saved, monitored and exported under a variety of formats.

C.9.2.1.2 Batching of queries

This type of query requires the upload of a spreadsheet into the offeror's interface, to allow for the query of a large number of individuals. Requestor must be able to select the datasets of interest (address, vehicle, legal...) as well as the format in which the query must be returned (CSV, XML, PDF...). Each row will displaying the best entity resolved results.

C.9.2.1.3 Alerting

This type of query allows for a specific list to be automatically queried against the offeror at a frequency determined by the user. Results are notifications that are sent out anytime a change is made to any of the entities' record. This type of query is required when the same list of individuals has to be monitored.

C.9.2.2 System to System

FBI systems will require the ability to upload data either by accessing offeror's Application Program Interface (API) or by receiving a scheduled XML file. This type of System to System query should allow to conduct simultaneous searches that provide exact or similar data accessed through each offeror's online reports. The selection of "fuzzy" or "exact" matching is required as well as the ability to configure channel parameters associated with the type and size of the results.

Since system to system searches are performed, received, and coded automatically, offerors must provide channel searches in a consistent format [schema / architecture / language] accepted by the FBI. No changes to this format may occur without FBI approval. While offerors are encouraged to upgrade their systems to include newly available data, they should be aware that the FBI's ability to accept any new data elements cannot be guaranteed. Therefore, if offerors change their system in such a way, they must maintain the ability to provide data in the format last approved by the FBI until such a time, as the FBI is prepared to accept the upgraded data.

As with all systems, flexibility both in technical ability to accept changes in volume and services and pricing to reflect changes in volume are desired attributes. Specifically, the FBI desires the ability to quickly start or stop utilizing individual categories of data (such as utility or phone) as operational needs dictate. The FBI also desires the ability to use different subsets of data for different units of the FBI, as different units may find different datasets more relevant to their needs.

C.9.2.2.1 Continuous search under System to System

The FBI requires a system that allows up to 100,000 individuals to be registered for search quarterly via a

continuous passive search without logging the subjects or results of the daily queries by the vendor. The search fields will include all combinations of biographical data. The system shall identify any new public source information on those individuals in the batch and immediately and automatically inform designated FBI employees of these changes. Returned information should be as complete as possible, including not only data from the dataset generating the match but also other datasets the company has access to. The FBI requires that the alerting systems requests (inputs) and responses (outputs) precisely match FBI formats. The ability to send and receive data with vendor will require two factor authentication.

C.9.3 Analytical capability, display and sourcing

Gathering data from a broad range of sources is even more valuable when displayed in a manner that allows for clear visual depiction of all dataset connections. The FBI requires a strong entity resolution process for all the data on single entity to come together cohesively. Active links between visual data points would speed the analytical process which is a key requirement.

To support validity of finding and facilitate corroboration, the data presented must be reliable and sourcing of the latter accessible. It is understandable that offeror may not always display the exact source, but users should at the least be able to assess the source type (utility, law enforcement, financial institution...).

C.9.4 Public records information and datasets

The FBI realizes that all vendors may not be able to provide each data element, but comprehensiveness of coverage will be advantageous. Offerors shall identify how they will provide each data category (i.e. whether they intend to integrate all functions into one comprehensive search or split into several subcategories). Timely, complete, and accurate data is of utmost importance to the FBI. The offerors shall describe the methods used to ensure that any data provided to the FBI is timely, complete and accurate. Where possible, the offeror shall provide the FBI with descriptions of its data sources including frequency of updates and coverage. Offerors must specify if datasets are capable of Alerting, and/or System to System data feed.

C.9.4.1 Individual/Person Data

Basic searches to identify information on individual persons are critical to the FBI. Below are the datasets the FBI desires a basic search to cover.

C.9.4.1.1 Biographical data

Query	Results	
	Required but not limited to	Optional but advantageous
Searchable by Full or partial: - Name - Social Security Number - Address - Date of Birth - Phone Number (Street/City/State)	- Prioritized entity resolved name - Social Security Number - Address - Date of Birth - Phone Number (including how the phone number is associated with the individual – i.e. individual is subscriber, number associated with address where individual lives) - Date of Death (if applicable)	- Citizenship - Marital Status

C.9.4.1.2 Phone Data

Query	Results	
Searchable by	Required but not limited to	Optional but advantageous
<ul style="list-style-type: none"> - Name - Address - Phone number 	<ul style="list-style-type: none"> - Current telephone carrier information - Point of contact for subpoenas - Land line and cell phone subscriber information - Unlisted subscriber services - White pages information 	<ul style="list-style-type: none"> Co-subscribers; Date of service; Landline vs Mobile vs VoIP; Ported dates/history; Previous telephone numbers; Source of telephone information; Toll records

C.9.4.1.3 Utility Data

Query	Results	
Searchable by	Required but not limited to	Optional but advantageous
<ul style="list-style-type: none"> - Name - Address - Phone number 	<ul style="list-style-type: none"> - Address of utility - Utility type and name - Contact provided (email; phone) - Start date of current utility - Transfer from address (3 last addresses) - Usage volume converted into possible # of residents 	<ul style="list-style-type: none"> Payment method; Power consumption data/trends; Property Deeds; Subscriber information (name; phone number and e-mail associated with record; etc.)

C.9.4.1.4 Business data

Query	Results	
Searchable by	Required but not limited to	Optional but advantageous
<ul style="list-style-type: none"> - FEIN number - Associated Individual Name - Corporation ID - Address - Phone Number -DUN and Bradstreet Number 	<ul style="list-style-type: none"> - Identification Numbers - Addresses (physical and mailing) - Phone Numbers - Subsidiary/Parent Company Information - Company History - Number of Employees - Basic Financial Information (i.e. Sales volume; net worth) - Financial/Credit Ratings and Scores - Financial Data (i.e. assets; liabilities; working capital etc. - Payment Histories - Executives - Industry Sector; as designated by SIC; NACE; and/or UNSPC code - Public Filings - UCC filings - Corporation filings - Internet presence 	<ul style="list-style-type: none"> Associated businesses and officers; Co. founding members; FD-990s; Licensures; Foreign presence and standing; Company officers/principals; Foreign Ownership; Full access to SEC data; Lawsuits (bankruptcies; civil filings; etc.); Licensing; Transactional history; US owned or US board of directors; US manufactured.

C.9.4.1.5 Legal data

Query	Results	
Searchable by	Required but not limited to	Optional but advantageous
<ul style="list-style-type: none"> - Name - Date of Birth - SSN - Criminal ID number - Address 	<ul style="list-style-type: none"> - Court filings - Judgments - Liens - Criminal records - Marriages - Divorces - Civil filings - Sexual offender records - Foreclosures 	Bankruptcy; motor vehicle accidents; foreign court information for all required; Legal opinions; Link ability to other parties mentioned in legal documents; Register of Deeds; Property Tax; Satisfactions; State and City court filing information

C.9.4.1.6 Employment data

Query	Results	
Searchable by	Required but not limited to	Optional but advantageous
<ul style="list-style-type: none"> - Name - SSN - Employer Name - Address 	<ul style="list-style-type: none"> - Current and previous employers - Timeframe of employment - Location of employment - Vehicle Ownership 	Salary; Title; Length of employment; Clearance (SF85-SF86); Disciplinary action; Termination

C.9.4.1.7 Derogatory data

Query	Results	
Searchable by	Required but not limited to	Optional but advantageous
<ul style="list-style-type: none"> - Name - Date of Birth - SSN - Address 	<ul style="list-style-type: none"> - Criminal history - Traffic accidents - Sanctions - Arrests and booking data 	Traffic accidents; access to county criminal records such as field interviews and premise history; Restraining orders issued; Booking photos; Civil filings; Derogatory social media posts; Arrest processing Photos; Traffic stops/pedestrian stops; Warrants; probation information.

C.9.4.1.8 Vehicle data

Query	Results	
Searchable by	Required but not limited to	Optional but advantageous
<ul style="list-style-type: none"> - Name - Date of Birth - SSN - Address 	<ul style="list-style-type: none"> - Ownership - Historical LP read data - Past location mapping - Geo coordinates 	Geo-fencing capability; Additional vehicles with same owner and/or address; Insurance claim data; Lienholders; Rental Contact Information; Violations/Tickets; Partial plate query; Plate captures

C.9.4.1.9 Licenses/Permit Data

Query	Results
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Searchable by	Required but not limited to	Optional but advantageous
<ul style="list-style-type: none"> - Name - SSN - Address - Date of Birth - Phone Number - License Number 	<ul style="list-style-type: none"> - Concealed weapons permit - Professional licenses - Pilot license - Voter registration - Hunting licenses - Fishing licenses 	Boating; DEA License; DMV Driver's License; HAZMAT; Licenses from other states to show connectivity; Registered vehicles associated with Driver's License; Teaching certificates and coaching licenses for VCAC cases; Weapons permit (long guns).

C.9.4.1.10 Travel data

Query	Results	
Searchable by	Required but not limited to	Optional but advantageous
<ul style="list-style-type: none"> - Name - Address - Phone number - Debit/Credit card number 	<ul style="list-style-type: none"> - Mode of transportation (Air, Train, Car rental, Bus travel, Ship...) - Carrier/Rental company - Travel details (Flight #, Train #, Bus #...) - Rewards Program affiliation - ID used and # - Form of Payment used and # when applicable 	Booking method (online, travel agency...); Payment method; Boarding status; Bus travel manifest; Co-travelers

C.9.4.1.11 Associates data

Query	Results	
Searchable by	Required but not limited to	Required if available
<ul style="list-style-type: none"> - Name - Address - Phone number 	<ul style="list-style-type: none"> - Associate - Relatives - Neighbors - Roommates 	Link ability of all associates and descriptor of connection (address, family...); Timeframe of shared address; Reference in arrest report.

C.9.4.1.12 Asset and financial data

Query	Results	
Searchable by	Required but not limited to	Optional but advantageous
<ul style="list-style-type: none"> - Name - Asset ID number - SSN - VIN number - Parcel number - Asset type - License Plate number - Bank account or Credit/Debit card number 	<ul style="list-style-type: none"> - Property assessments - Sales/transfers - Deeds - Mortgages - Vehicles - Institution - Account type - Suspicious Activity Reports - Currency transaction reports - Credit score - Utility subscriber history 	Account co-owners; account numbers or credit/debit card numbers; All BSA data; Assistance payments; Bank records; Bank statements; Bankruptcy filings; CCTV photographs; CREDIT BUREAU REPORTS; Financial court judgments; Foreign accounts; Information used for accounts (name; address; phone); Institution address; Institution EIN; IRS Form 8300; FBAR Reports; Lawsuits; bankruptcies;

	<ul style="list-style-type: none"> - Default payments history - Collection history - HULL/TAIL number 	Liens/loans; Money transfer transactions; PayPal; online financial accounts; Virtual currency and known Bitcoin addresses block chain analysis.
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C.9.4.1.13 Internet and Social Media Footprint

Query	Results	
Searchable by	Required but not limited to	Optional but advantageous
<ul style="list-style-type: none"> - Name - Address - Phone number 	<ul style="list-style-type: none"> - Email address - IP address profile - Screen-name - Online associates - Forum presence - Social media presence (Facebook; LinkedIn...) 	All possible Internet Footprint data; Data used to create user accounts (phone number; email; name); GPS information if available open source; Likes; groups; Mobile phone platform media snapchat; Instagram); Monikers; resumes; CVs; news articles; P2P; Phone applications; possible; Photos; Server information; Static; Dynamic; mobile; Hotspots; Twitter; Tumblr; Snapchat; User ID (this stays the same even if the User Name Changes); WhatsApp; BBM; etc.; wish lists and registries; Alternate communication tools (telegram; WhatsApp; Viber; etc...)

C.9.4.2 Specialized searches and reports

Specific mission areas require a more detailed search capability on a very specialized subject. The need for the capabilities below is not enterprise wide and may only be required by a limited number of FBI personnel. However, the number of users of the latter can expand depending on the ever-changing operational environment. Offerors must specify if datasets within their interface are available for query through:

- Individual user single search
- Individual user batch search
- System to System upload
- Alerting and monitoring

C.9.4.2.1 Mortgage data

The FBI requires data that allows the FBI to identify potential "property flip" sales: transactions in which one party purchases a property and sells the same property within a short period (up to 180 days) at substantial profit (with a price increase of 25% or more). The FBI requires this data on a quarterly basis and that it be available to any FBI user requiring access including Special Agents, Intelligence, Analysts, Forensic Accountants, and other contract investigators. The FBI estimates approximately 1,000 users for this service. Property data must include the following elements:

- State and municipality in which the flip occurred
- Parcel number (tax assessor ID number)

- Names and addresses of the buyers and sellers
- Name of the lender and/or broker
- Loan type (FHA, VA, etc)
- Transfer date value of the property when the first transfer occurred
- Change in value when the second transfer occurred
- Address
- Name of title company
- Photograph of property, if available
- Indicator for foreclosures

The FBI also requires data on loan defaults in any state where loan default data is legally available. Loan default data must include:

- Parcel number for the property
- Name of owner
- State and municipality
- Address

C.9.4.2.2 Legal data

The FBI has a need for legal data through an interface that would allow for extensive query of legal data as described below.

Results	
Legal Information	Legal search
<ul style="list-style-type: none"> - Court filings (State and City) - Legal opinions - Judgments - Liens - Criminal records - Marriages - Divorces 	<ul style="list-style-type: none"> - Primary source material - Secondary source material - Records and court calendars - "Go BY's" for affidavits and search warrants for electronic devices/carriers - Docket reports - Records and court calendars - Jury verdict research - Personal injury valuation - Status of case (Sealed/Unsealed) - Regulations - Statutes - Court opinions - Law reviews - Briefs

C.9.4.2.3 Telephone Subscriber data

The FBI has the following requirements for telephone subscriber data. All of these requirements must collectively be met by one single tool:

1. T-Mobile subscriber information.

2. The most accurate, current and up-to-date information on all American telephone subscribers.
3. Canadian telephone numbers and subscriber information.
4. Address delivery information including categorization of the address such as, but not limited to, identifying it as a home or small office, business, residence, prison, and being occupied.
5. Information to confirm if telephone number is valid, how long it has been in service, the carrier, and whether it is a mobile or a landline.
6. Subscriber information for every phone number in the North American Dialing Plan.
7. Subscriber and phone information for wireless, cable, VOIP, and traditional landline subscribers.
8. Information on cell phone portability.

C.9.4.2.4 Business data

The FBI requires extensive public records data on both domestic and international businesses through an online tool compliant with the specifications laid out in the general scope of work for the BPA and elsewhere in this document.

Corporate data is expected to entail, both U.S. and foreign, private and public, which includes lists of corporate officers (current and former), major shareholders, information on subsidiaries and parent companies, and relationships to other companies. For example, in addition to subsidiary and parent company relationships, this corporate data must be capable of showing a financial relationship between companies that are buying or selling each other's products or services, if available. The data must also allow cross-referencing by company, shareholder, and corporate officers.

- o Data on incorporated companies or LLCs. For example, data from state-level agencies that maintain certificates of incorporation for small- to mid-size companies.

Patent data is expected to entail, both U.S. and foreign that allows cross-referencing by topic, inventor, and patent holder.

Access to academic journals and reports from academic conferences that allows for research and cross-referencing by topic and author. This data must be capable of showing author's institutional affiliation. If access to full articles is cost prohibitive, then access to the metadata above (title, topic, author), that allows for cross-referencing is vital.

Shipping data, both U.S. and foreign that shows shipper, receiver, along with data on the products shipped. In terms of datasets the interface should meet the below requirements

Query	Results	
	Required	Required if available
Searchable by - Identification Numbers - Business name - Address - Phone Number - Executive Name - Parent or subsidiary company - Financial Indicators	- Addresses (physical and mailing) - Identification Numbers - Phone Numbers - Country - Subsidiary/Parent/Partner/Supplier Company Information including volume/percent stake where possible - Number of Employees - Basic Financial Information (i.e. Sales volume, net worth)	

<ul style="list-style-type: none"> - Number of employees - Industry Sector, as designated by SIC, NACE, and/or UNSPC code 	<ul style="list-style-type: none"> - Financial/Credit Ratings and Scores - Financial Data (i.e. assets, liabilities, working capital etc.) including who those liabilities are with - Payment Histories - Executives - Industry Sector, as designated by SIC, NACE, and/or UNSPC code - Public Filings - Company History including merger history where applicable 	
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C.9.4.2.5 License Plate Reading for Law Enforcement

The Federal Bureau of Investigation (FBI) seeks to obtain license plate reader data to support several critical missions. Offerors would be required to present the FBI with

Coverage/Database:

1. Listing of state coverage;
2. Approximate total records collected over what period of time;
3. Approximate daily record intake;
4. Location of server(s) where data is stored;
5. Source of information (IE: red light cameras, repossession vendors, speeding cameras, etc)

Analytical Capabilities:

1. Ability to query by:
 - A) Partial Plate
 - B) Full Plate
 - C) Plate state
 - D) Location read
 - E) Physical address
 - F) Make or model
2. How many plate queries can be done at one time;
3. Provide any record count limitations for returns on searches;
4. Common plate analysis over multiple locations and times;
5. Ability to conduct offline (queued) searches not requiring user to be present in an interactive session;
6. Mobile phone application capability containing real time searching, modification/addition of hotlists, and real time mapping with historical hits of hot-listed tags;
7. NCIC hotlist or other automated hotlist files capable of record count limitation and daily replacement of hotlists;

Import Date:

1. Ability to import NCIC hotlist or other automated hotlist files;

2. API to ingest data into a government server;

Notification:

1. Real time or near real time notification of hot-listed tags through e-mail and/or application;
2. Ability to add batch list of tags for hotlist notifications (any record count limitation should be identified);
3. Ability to remove or add multiple hot-listed tags at one time;
4. Ability to customize template of e-mail notification layout;

Reporting/Auditing:

1. Ability to generate reports in a variety of formats (PDF, XLS, CSV) (any record count limitation should be identified);
2. Ability to conduct searches (to include batch plate search) which send results in defined report via e-mail to specified e-mail addresses;
3. Customized auditing procedures;

As this requirement is identified as enterprise wide the Public Source Program Office leads the coordination of testing and evaluation criteria development.

C.9.5 Security

The FBI requires that all connections between the FBI and the offeror be encrypted. The FBI will work with the offeror to set exact technical encryption standards. Offerors should never log any data communicated between the FBI and the offeror.

The FBI requires that the offeror provide support and cooperation to any possible computer security incidents involving the offeror's systems or applications. **The offeror shall describe and include in its submission its process for notifying the FBI of possible security incidents. This must include providing technical points of contact and supporting technical documentation such as systems configurations, related security files, contingency plan and recovery process.**

C.9.5.1 Queries

Due to the sensitivity of investigations the offeror must provide excellent firewall protection to the interface to ensure queries and ingestion information remain protected. Searches conducted on the offeror's interface by FBI personnel are to remain untraceable under blind login. The entries, activities such as saved searches and links activated must remain untraceable and cannot be stored by the offeror. This stands regardless of the access being made from individual accounts or system to system service accounts. Searches must remain non-attributable.

C.9.5.2 Reporting

The offeror must inform the FBI of any potential or actual computer security incidents involving or potentially involving FBI information or users, as soon as the offeror becomes aware of the issue. The offeror must notify the FBI immediately in the case of a breach of FBI data involving personally identifiable information.

Logging will be limited to counting transactions or users for billing purposes. Occasionally, the FBI will require logging for the purposes of testing, debugging, or monitoring. Only with the explicit written permission of the FBI, can the offeror enable data logging.

C.9.5.2.1 Auditing

Due to the occasional need for auditing, offerors should provide information on their audit capability. The FBI requires that the offeror does not keep any copies or duplicates of any logs once provided to the FBI. Additionally, the offeror shall not review or analyze any traffic or communications between the FBI and the offeror.

C.9.5.3 Access

The offeror must ensure access to the interface is completed/obtained from a legitimate FBI device. Usage from illegitimate sources must be monitored and the FBI must be notified of any illicit access attempt.

C.9.2.4 Password

It is also the offeror's responsibility to create a multi factor authentication through a validated IP address. The FBI requires a password change policy (every 90 days) for online and system to system service accounts. In addition, the public records offeror shall provide the capability for auto suspension of individual user accounts after 90 days of inactivity, and full deletion after 180 days of inactivity.

C.9.6 Training and Testing

Offerors shall provide user training for FBI personnel at no additional cost. This training shall be geared towards new users consisting of but not limited to the below career paths:

- Financial analysts
- Forensic accountant
- Intelligence analyst
- Management and Program Analyst
- Special Agent
- Staff Operations Specialist

Any and all database transactions performed as a part of any training at any location will not be charged to the FBI. The FBI also will not bear the cost for any testing of new or existing products and/or solutions. Offerors shall indicate whether the FBI will be invited to participate in any beta testing of new solutions that may be of benefit to the organization. The invitation will be provided through the FBI COTR. However, limited feedback will be provided.

Holders of newly created accounts should receive initial training when gaining access credentials to the tool. Refresher trainings are also required and should be monitored. Whenever a new release is processed offeror should provide training material to present the new capabilities or fixes. User training should be monitored and reported as it should be attained via any of the below platforms at least once a year.

C.9.6.1 Onsite training by offeror

In person training must be conducted by offeror on site. Several agencies may be gathered on specific dates and locations. This training can require a minimum number of attendees and completion must be reported for monitoring to the training coordinators.

C.9.6.2 Online material

Training material must be accessible via offeror interface and/or YouTube videos saved in restricted environment that meet the 504 standards. Close captioning must also be available on the videos to ensure access to hearing impaired personnel. Soft copies must undergo review after each major release.

C.9.6.3 Scheduled online training sessions

Offeror should provide two one hour monthly online training sessions. One of these two monthly sessions would be directed to new users and present the interface, where to find resources, basic trouble shooting steps, helpdesk structure, POCs.

The second session would be focused on new features, system upgrades and best practices derived from usage. Offerors shall provide user training for FBI personnel. This training shall be geared towards new users consisting of FBI agents and intelligence analysts.

Course outlines shall be provided to the PSPO Training Coordinator for review and approval prior to providing any training.

C.9.7 Helpdesk

The FBI requires that FBI personnel with access or other issues obtain support from designated helpdesk familiar with the sensitivities of government and law enforcement. A specific mailbox to address the need for assistance must be set by the offeror ensuring that requests be acknowledged within a specified timeframe. When seeking assistance, end user should not be concerned with the confidentiality of their query, disclosing the location of their site or the legitimacy of the call recipient.

A designated counterpart from the offeror, serving as the main POC should also be assigned as support for overarching matters pertaining to the contract as well as the coordination of System to System and/or alerting support. Should Helpdesk fail to assist, this POC will be the first escalation point.

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 Representative (COR) shall be paid by the Contractor.

D.2 Preservation, Packing and Marking

(a) Preservation, packaging and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract number on or adjacent to the exterior shipping label.

(b) All information submitted to the Contracting Officer or the Contracting Officer's Representative (COR) shall include the contract number. Each package, report, or other deliverable shall be accompanied by a letter or other document that identifies the deliverable Item Number or Report Requirement that requires the delivered item(s) and indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

(a) Inspection and acceptance of supplies and services to be furnished under the contract will be performed at the place of performance or destination, by the COR or her/his designated representative, in accordance with FAR clause 52.246-4, as applicable. Inspection will consist of an examination of the deliverable(s) and/or services for (1) compliance with the statement of work and/or other specific requirement, (2) thoroughness with respect to scope or content, and (3) quality with respect to the standards set forth in Section C.

(b) The Government shall have thirty (30) calendar days from receipt of each invoice to inspect and accept items delivered/work performed under this contract. Rejected work and/or comments on all deliverables will be provided to the Contractor by the COR. The Contractor shall be responsible for replacement or corrections to the work or deliverable as necessary to meet the standards of acceptance identified in the contract. The cost to replace or correct nonconforming work or deliverables shall be borne as specified in 52.246-4.

E.2 Clauses Incorporated by Reference (FEB 1998) 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 NO.	DATE	TITLE
52.246-4	Aug 1996	Inspection of Services – Fixed Price

SECTION F - DELIVERIES OR PERFORMANCE**F.1 Delivery****F.1.1 Period of Performance**

(a) The period of performance shall commence April 1, 2019 or the date funds become available, whichever is later, and end September 30, 2025. The start date for the Base Period may be adjusted to reflect the actual contract effective date.

PERIOD	START	END
Base Period	April 1, 2019	September 30, 2019
Option Period 1	October 1, 2019	September 30, 2020
Option Period 2	October 1, 2020	September 30, 2021
Option Period 3	October 1, 2021	September 30, 2022
Option Period 4	October 1, 2022	September 30, 2023
Option Period 5	October 1, 2023	September 30, 2024
Option Period 6	October 1, 2024	September 30, 2025

F.1.2 Option to Extend Services (NOV 1999) FAR 52.217-8

(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.1.2 Option to Extend Term of Contract (MAR 2000) FAR 52.217-9

(a) This contract may be extended, at the unilateral option of the Government, upon the same terms and conditions stated herein for a period of one (1) year or fractions thereof. To exercise the option to extend the term of the contract, the Contracting Officer will issue a written modification prior to the expiration of the applicable term period. The Government will endeavor to provide a preliminary written notice of its intent to exercise the option; however, the lack of such written notice will not in any way lessen the Government's unilateral right to extend the contract pursuant to this clause. If such a preliminary notice is provided, it shall not be construed as an exercise of the option nor will it bind the Government to exercise the option.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall

not exceed 84 months.

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 COR, 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) Any applicable software: 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): Delivery on a quarterly and semi-annual basis.

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, inaccessible or unavailable to all DOJ CALR users 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	Payment Factor
Less than 10 hours	100%
≥ 10 hrs	90%
≥ 15 hrs	82%
≥ 20 hrs	75%
≥ 25 hrs	68%
≥ 30 hrs	62%
≥ 35 hrs	56%
≥ 40 hrs	50%
≥ 45 hrs	43%
≥ 50 hrs	37%
≥ 55 hrs	31%
≥ 60 hrs	25%
≥ 65 hrs	18%

≥ 70 hrs	12%
≥ 75 hrs	6%
Over 80 hrs	0%

(b) 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).

(c) Vendor shall notify DOJ COR and POCs immediately via e-mail of any system outages or interruptions.

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 NO.	DATE	TITLE
52.242-15	Aug 1989	Stop-Work Order
52.247-35	Apr 1984	F.O.B. Destination, Within Consignee's Premises

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:

(To be completed at time of award)
U.S. Department of Justice
145 N Street NE, Room XX
2 Constitution Square Building
Washington, D.C. 20530
Telephone:
Fax:
E-mail:

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

G.1.2 Contracting Officer's Representative (COR)

(a) Upon award, a Contracting Officer's Representative (COR) 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 performance of work required herein shall be subject to the technical direction of the cognizant COR or his/her designee with respect to technical matters pertaining hereto. As used herein, "Technical Direction" is direction to the Contractor which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. "Technical Direction" must be confined to the general scope of work set forth herein and shall not constitute a new assignment, nor supersede or modify any other Clause of this contract. To be valid, technical direction:

(1) must be issued in writing consistent with the general scope of work set forth in the contract;

(2) shall not change the expressed terms, conditions, or specifications incorporated into this contract; and

(3) shall not constitute a basis for extension to the contract delivery schedule or contract price.

(c) The COR is authorized to:

- (1) Act as liaison and to coordinate contractor/government activities;
- (2) Arrange for and coordinate the use of government resources (personnel, space, documents, etc.);
- (3) Provide technical guidance in the performance of the contract; and
- (4) Receive, review and approve (but not reject or deny) progress reports, selected invoices and final reports or other functions of a technical nature.

(e) The COR has the responsibility to inspect all deliverables and authorization to certify (but not 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.

(f) The COR does not have the authority to alter the Contractor's obligations under the contract; direct changes that fall within the purview of the clause entitled "Changes" and/or modify any of the expressed terms, conditions, specifications, or price of the contract. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Specification/Work Statement, the Contracting Officer shall issue such changes in writing and signed.

- (g) The COR assigned cognizance of this contract is:

(To be completed at time of award)

U.S. Department of Justice
145 N Street NE, Room XX
2 Constitution Square Building
Washington, D.C. 20530
Telephone:
Fax:
E-mail:

(h) A copy of certain written communications shall be concurrently mailed or otherwise furnished to the Contracting Officer at the address set forth in Clause G.1.1.

G.1.3 CALR Organization User Representative POCs

(a) Upon award, a CALR user representative Point-of-Contact (POC) will be designated for each of the following organizations (and others as necessary) 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 POCs 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) and United States Attorneys' Offices (USAOs)
- * Executive Office for United States Trustees (EOUST)
- * Federal Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF)
- * Federal Bureau of Investigation (FBI) [participating in a limited capacity only]
- * 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)
- * National Security Division (NSD)
- * 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 Federal Detention Trustee (OFDT)
- * Office of the Inspector General (OIG)
- * 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.

NOTE: The POCs for United States Attorney CALR users shall consist of Legal Resource Managers (LRMs) designated for each USAO by a central CALR representative based in EOUSA.

G.2 Contract Manager

(a) The Contractor's designated Contract Manager shall:

- be responsible for all contract administration and service related matters;
- act as the central point of contact for the Government;
- have full authority to act for the contractor on all contractual matters and performance issues;
- be responsible for coordination and oversight of all system use, training and service quality

requirements under this contract;

- act as the central point of contact with the Government for all performance issues;
- be fluent (read, write, and speak) in the English language

Name:

Address:

Telephone:

Email:

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 a semi-annual and quarterly basis in accordance with FAR 52.219-9.

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 Interest on Overdue Payments

(a) The FAR clause entitled "Prompt Payment" (see Section I.1, Clause 52.232-25) is applicable to payment under this contract and requires interest on overdue payment and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the prompt payment clause as modified by paragraph (b) below.

(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.

G.4.3 General Invoice Requirements

(a) Invoices for supplies or services furnished under this contract shall be submitted to the COR 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).

(b) For firm fixed price contracts the COR will certify the invoice for payment and forward the invoice to the Finance Office specified in paragraph (c) 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 COR 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.

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

U.S. Department of Justice
Finance Staff
Two Constitution Square, Room 4W.422
145 N Street, NE
Washington, D.C. 20530

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

- (1) Name and address of the Contractor;
- (2) Contract Number;
- (3) Invoice date;
- (4) Invoice number;
- (5) Period covered by the invoice;
- (6) CLIN number and description, quantity, unit price and extended total for the period covered;
- (7) Credits;
- (8) Cumulative amounts billed by CLIN to date;
- (9) Shipping and payment terms;
- (10) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment);
- (11) Taxpayer Identification Number; and
- (12) DUNS Number.

(e) 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.

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 use of the downloaded information in any manner necessary to accomplish its mission, as defined in the offeror's applicable License agreement. 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) If multiple Secondary awards are made, 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

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 (OCT 1995 FAR 52.216-19)

(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 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 contract, shall not exceed \$500,000,000.00 per contract.

H.8 Reserved

H.9 Security Requirements – UNCLASSIFIED

(a) The work to be performed under this contract will involve access to unclassified information. All references to "contract(or) personnel" and "contract employee" in this clause include all individuals that will perform under this contract, including individuals employed by the Contractor, team member, subcontractor, consultant, and/or independent contractor.

(b) Duplication or disclosure of the data and other information to which the Contractor may have access as a result of this contract is prohibited by Public Law and is subject to criminal penalties.

H.9.1 Contractor Personnel

(a) All Contractor personnel will be subject to a Public Trust Investigation (PTI). Except where specifically noted otherwise (e.g., H.9.1.5(a)), the Government will be responsible for conducting the investigation and the cost of the investigation. All investigations will be conducted in accordance with applicable Executive Orders, DOJ Orders, Office of Personnel Management (OPM) guidance, Homeland Security Presidential Directive 12 (HSPD-12), and Federal Information Processing Standard Publication 201 (FIPS 201).

(b) PTI certifications will be accepted from other Federal agencies provided the investigation performed by the other agency meets or exceeds DOJ requirements.

(c) The Contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the COR and Security Programs Manager (SPM), have received the requisite security approval.

(d) During the life of the contract, the Contractor shall ensure that no contract employee commences performance hereunder prior to receipt of a written authorization from the Contracting Officer, the COR, or the SPM.

H.9.1.1 Access to Unclassified Information

Note: Contractor personnel that have a currently active, approved NSI clearance will not be processed for a Public Trust Investigation (PTI) if the current investigation meets the investigative requirements for the risk level of the position to be occupied under this DOJ contract.

(a) Contractor personnel requiring access to unclassified information will fall under the following

categories:

- (1) **High Risk**. High risk positions are those positions that have the potential for exceptionally serious impact on the integrity and efficiency of the DOJ and involve duties especially critical to the DOJ or a program mission with broad scope of policy or program authority.
- (2) **Moderate Risk**. Moderate risk positions are those positions that have the potential for moderate to serious impact on the integrity and efficiency of the DOJ. Duties involved are very important to the DOJ or program mission with significant program responsibility or delivery of services.
- (3) **Low Risk**. Low Risk positions are those positions that have limited potential for adversely affecting the national security operations of the Department.

H.9.1.2 Pre-Appointment Background Investigations and Waivers

(a) Background investigations must be conducted and favorably adjudicated for each contract employee prior to commencing work on this contract. However, where programmatic needs do not permit the Government to wait for completion of the entire background investigation, a pre-appointment background investigation waiver can be granted by the SPM, in consultation with the cognizant COR. The extent of the background investigation will vary depending upon the Risk Category associated with each position and whether each position is long- or short-term. Short-term is defined as contract employees having access to Federally-controlled information systems and/or unescorted access to Federally-controlled facilities or space for six months or fewer. The requisite background investigation does not need to be initiated for short-term positions as part of the pre-employment waiver except in the case of non-U.S. citizen contract employees. However, long-term contract employees requiring unescorted access to Federally-controlled facilities and/or access to any Federally-controlled information system shall be subject to the requisite background investigations described below. A waiver will be disapproved if it develops derogatory information that cannot be resolved in the contract employee's favor. When a waiver has been disapproved, the COR, in consultation with the SPM, will determine (1) whether the contract employee will no longer be considered for work on a DOJ contract or (2) whether to wait for the completion and favorable adjudication of the background investigation before the contract employee commences work on a Department contract. The minimum pre-appointment investigative requirements are as follows:

- (1) **High Risk Positions**. The minimum background investigation required is a five year scope Background Investigation (BI), and the five year reinvestigation required is an Access National Agency Check with Inquiries (ANACI). The Standard Form (SF) 85P, Questionnaire for Public Trust Positions, is required.
- (2) **Moderate Risk Positions**. The minimum background investigation required is a Minimum Background Investigation (MBI) for "moderate" impact on the integrity and efficiency of the DOJ or a Limited Background Investigation (LBI) for "serious" impact potential on the DOJ's integrity and efficiency. The five year reinvestigation required is a National Agency Check with Law and Credit (NACLC). The SF-85P is required.
- (3) **Low Risk/Non-Sensitive Positions**. The minimum background investigation required for Low Risk/Non-Sensitive positions is a National Agency Check with Written Inquiries (NACI) and the required five year reinvestigation is also a NACI. The SF-85, Questionnaire for Non-Sensitive Positions, is required.

(b) The pre-appointment background investigation waiver requirements include:

- (1) Favorable review of the security questionnaire form;
- (2) Favorable FBI fingerprint results;
- (3) Verification of citizenship (copy of a birth certificate, Naturalization Certificate, or U.S. Passport);
- (4) Verification of compliance with the DOJ residency requirement;
- (5) Favorable credit report for contract personnel in High Risk and Moderate Risk positions; and,
- (6) Verification of the initiation of the appropriate background investigation for long-term Contractor personnel.

H.9.1.3 Required Security Forms

(a) The following forms must be completed and submitted by the Contractor's Corporate Security Officer for each contract employee PTI:

- (1) FD-258 Applicant Fingerprint Card. Two sets are required per applicant. The Contractor may schedule appointments with the SPM to be digitally fingerprinted; otherwise, fingerprinting by the FBI is required. All pertinent information must be completed by the individual taking the prints, or by the FBI if prints are taken there.
- (2) SF-85 Questionnaire for Non-Sensitive Positions -or- SF-85P Questionnaire for Public Trust Positions. The contract employee shall complete the SF-85/SF-85P via the Electronic Security Questionnaires for Investigations Processing (e-QIP) System after first obtaining access to e-QIP from the SPM (see paragraph (c) below). The Contractor shall also submit a hard copy of the form (as completed and signed by the contract employee) with the remainder of the security package.
- (3) DOJ-555 Fair Credit Reporting Act Disclosure. Authorizes DOJ to obtain one or more consumer/credit reports on the individual. This is required for Contractor personnel in High Risk and Moderate Risk positions.
- (4) Foreign National Relatives and Associates Statement. This is only required if any relatives listed on the SF-85/SF-85P are foreign nationals.
- (5) Confidentiality Agreement for Contractor and Subcontractor Employee. See separate Section H clause for confidentiality requirements.
- (6) Form I-9 Employee Eligibility Verification. This form is to be held on file by the Contractor's Corporate Security Officer.

(b) The Contractor shall also submit a credit report for each individual designated at the High Risk or Moderate Risk level, and have resolved satisfactorily any individual credit issues.

(c) Using e-QIP. Immediately after contract award, the Contractor shall designate an employee as its "e-QIP Initiator" and provide the name of this person to the COR. The e-QIP Initiator must have, at a

minimum, a favorably adjudicated MBI and the appropriate DOJ security approval before being given access to e-QIP. After the e-QIP Initiator's security approval is granted, the Contractor will be configured in e-QIP as a sub-agency to DOJ. The Contractor will then be responsible for initiating all contract personnel in e-QIP for completion of the security questionnaire form and forwarding the electronic form along with a hard copy of the form (as completed and signed by the contract employee) with the remainder of the security package to the designated DOJ representative. Subject to the prior approval of the SPM, the Contractor may designate an e-QIP Initiator for each subcontractor. Subcontractor e-QIP Initiators must have, at a minimum, a favorably adjudicated MBI and the appropriate DOJ security approval before being given access to e-QIP.

H.9.1.4 Citizenship and Residency Requirements

(a) **Residency Requirement.** Contract employees, both United States (U.S.) citizens and non-U.S. citizens, must meet the Department's Residency Requirement, i.e., he/she must have lived in the U.S. three of the last five years immediately prior to employment under the Department contract; and/or worked for the U.S. overseas in a Federal or military capacity; and/or be a dependent of a Federal or military employee serving overseas. At the Department's sole discretion, the residency requirement may be waived by the Department Security Officer (DSO) on a case-by-case basis where justified by extenuating circumstances.

(b) **Citizenship.** The DOJ gives strong priority to contract employees that are U.S. citizens and nationals. Any prospective contract employee that is a foreign national must be from a country allied with the U.S. (See <http://www.opm.gov/employ/html/Citizen.htm>). At the Department's sole discretion, a waiver of the allied nations list requirement may be granted by the DSO on a case-by-case basis where justified by extenuating circumstances. The Contractor is responsible for verifying that all non-U.S. citizens working under this contract have been lawfully admitted to the U.S. Contract employees requiring access to DOJ Information Technology (IT) resources are subject to the following additional restriction:

Non-U.S. citizens are not authorized access to or permitted to assist in the development, operation, management or maintenance of DOJ IT systems unless a waiver has been granted by the Head of the DOJ component, with the concurrence of the DSO and the DOJ Chief Information Officer (CIO). Such a waiver will be granted only in exceptional and unique circumstances. It should be noted that the Justice Consolidated Office Network (JCON) is a sensitive "DOJ IT system" and any contract employee that will need access to JCON must be a U.S. citizen or have received a waiver.

(c) **Dual Citizenship.** U.S. citizens who hold dual citizenship with a foreign country may be considered for contract employment. However, how the contract employee obtained or exercises his or her dual citizenship status will be a consideration in the adjudication process.

H.9.1.5 Procedures for Pre-Screening Applicants and Investigation

(a) The Contractor shall perform the following pre-screening and investigation duties for all persons proposed for work under this contract:

- (1) Furnish to each proposed contract employee the forms described in Section H.9.1.3 above and ensure that adequate instructions for completing the forms are provided to each applicant.
- (2) Ensure that applicants obtain two (2) complete sets of their fingerprints on the prescribed Form FD-258 from an organization qualified to take fingerprints.
- (3) Collect completed forms from each applicant and review all forms for completeness and correctness. This includes, for example, satisfactory resolution of address issues or