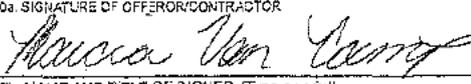


<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <small>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</small>				1. REQUISITION NUMBER 0040134748		PAGE OF 1   19	
2. CONTRACT NO.		3. AWARD EFFECTIVE DATE 07/01/2014		4. ORDER NUMBER D14FX00206		5. SOLICITATION NUMBER D14PS00262	
7. FOR SOLICITATION INFORMATION CALL:		A. NAME George Fisher		B. TELEPHONE NUMBER (No collect calls) 703-964-4815		8. OFFER DUE DATE/LOCAL TIME ED	
9. ISSUED BY Interior Business Center, AQD Division 1/ Branch 3 381 Elden St Suite 4000 Herndon VA 20170		CODE 013		13. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(a) NAICS: 519130 SIZE STANDARD: 500	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS PP30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 703) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO DOI OFC OF THE SOLICITOR 1849 C St NW MS 6556 Washington DC 20240-0001		CODE 0008351402		15. ADMINISTERED BY DOI, Interior Business Center, AQD Division 1/Branch 3 381 Elden St Suite 4000 Herndon VA 20170		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR REED ELSEVIER, INC. 9393 SPRINGBORO PIKE MIAMISBURG OH 45342-4424		CODE 0070161906 FACILITY CODE		18a. PAYMENT WILL BE MADE BY Invoice Processing Platform System US Department of Treasury <a href="http://www.ipp.gov">http://www.ipp.gov</a>		CODE IPP INV	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
		This is a firm fixed price purchase order.  These services are for a period of three (3) years and pricing shall remain fixed for the base year and all option years as noted below.  Statement of Work entitled Online Legal Research dated February 4, 2014 is incorporated herein by reference and made a part of this purchase order.  <i>(Use Reverse end/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt Use Only) \$190,104.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/>				ARE		<input type="checkbox"/> ARE NOT ATTACHED.	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/>				ARE		<input type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				29. AWARD OF CONTRACT: _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) Marcia Van Camp Manager, Federal Contracts		30c. DATE SIGNED 06/30/2014		31b. NAME OF CONTRACTING OFFICER (Type or print) Dana Price		31c. DATE SIGNED 6/30/2014	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00010	<p>Suggested COR: LERMANUEL                      Period of Performance: 07/01/2014 to 06/30/2015</p> <p>Online Legal Research Subscription Service in accordance with SOW dated February 4, 2014 and sellers technical proposal dated May 23, 2014.                      IT Approval Num: Y</p> <p>Accounting Info:                      01 Account Assignment: K G/L Account: 6100.252C0                      Business Area: D000 Commitment Item: 252C00 Cost Center: DL9CSLEX00 Functional Area:                      DL000000.000000 Fund: 144001075L Fund Center:                      DL9CSLEX00 PR Acct Assign Line: 01                      Funded: (b) (4)</p>				(b) (4)
00020	<p>Online Continuing Legal Education Subscription Service in accordance with SOW dated February 4, 2014 and sellers technical proposal dated May 23, 2014.                      IT Approval Num: N</p> <p>Accounting Info:                      01 Account Assignment: K G/L Account: 6100.252V0                      Business Area: D000 Commitment Item: 252V00 Cost Center: DL9CSLRN00 Functional Area:                      Continued ...</p>				(b) (4)

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED:

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL
37. CHECK NUMBER	38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			41c. DATE		
			42b. RECEIVED AT (Location)		42c. DATE REC'D (YY/MM/DD)
			42d. TOTAL CONTAINERS		

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
D14PX00206

PAGE OF  
3 19

NAME OF OFFEROR OR CONTRACTOR  
REED ELSEVIER, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY UNIT (C) (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>D1L000000.000000 Fund: 144D0107SL Fund Center:                      DL9CSTRN00 PR Acct Assign Line: 01                      Funded: (b) (4)</p> <p>Contracting Officer:                      Dana Price                      Dana_Price@ibc.doi.gov                      202-964-3563</p> <p>Contract Specialist:                      George Fisher                      George_Fisher@ibc.doi.gov                      202-964-4815</p> <p>The total amount of award: \$190,104.00. The                      obligation for this award is shown in box 26.</p>			

**1. SUPPLIES OR SERVICES & PRICE OR COSTS**

**Total Price, Base and All Option Periods**

Base and All Option Periods are Firm Fixed Price for Annual Maintenance and Time and Materials for Repair and Emergency Call Back with Estimated Funding. All time and materials contract line items shall be Not-To-Exceed (NTE) funding.

Base and Option Periods	Period of Performance	Contract Line Item	Contract Line Item	Funding
Base	07/01/2014 – 06/30/2015	0010	Online Legal Research Services	(b) (4)
		0020	Online Continuing Legal Education	
		Total for Base Period		
Option Period 1	07/01/2015 – 06/30/2016	TBD	Online Legal Research Services	(b) (4)
		TBD	Online Continuing Legal Education	
		Total for Option Period 1		
Option Period 2	07/01/2016 – 06/30/2017	TBD	Online Legal Research Services	(b) (4)
		TBD	Online Continuing Legal Education	
		Total for Option Period 2		
Total -- All Option Periods				

**2. GOVERNMENT REPRESENTATIVE & INVOICING**

This award D14PX00206 is issued subject to terms and conditions of the FAR clauses and agency incorporated Clauses as listed below.

**GOVERNMENT'S REPRESENTATIVE**

(a) The Contracting Officer Representative (COR)/Government's Representative (GR) for this project is:

L.D. Emanuel  
 E-Mail: larry.emanuel@ios.doi.gov  
 Dept. of the Interior  
 Office of the Secretary  
 Office of the Solicitor  
 1849 C St NW, Rm 6548

Washington, DC 20240  
Phone (202) 208-1549 FAX (202) 219-6780

(b) The Government's Contracting Officer (CO) and Contract Specialist/Administrator (CS/CA) for this project are:

CO

Dana Price  
DOI – IBC – AQD  
381 Elden St, MS 4000  
Herndon, VA 20170  
Phone: (703) 964-3563  
E-mail: [Dana\\_Price@ibc.doi.gov](mailto:Dana_Price@ibc.doi.gov)

CS/CA

George Fisher  
DOI – IBC – AQD  
381 Elden St, MS 4000  
Herndon, VA 20170  
Phone: (703) 964-3587  
E-mail: [George\\_Fisher@ibc.doi.gov](mailto:George_Fisher@ibc.doi.gov)

**INVOICES**

**DIAPR 2011-04, Amendment 4 - Electronic Invoicing and Payment Requirements – Invoice Processing Platform (IPP) (April 2013)**

Payment requests must be submitted electronically through the U. S. Department of the Treasury's Internet Payment Platform System (IPP).

"Payment request" means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, the payment request must comply with the requirements identified in the applicable Prompt Payment clause included in the contract, or the clause 52.212-4 Contract Terms and Conditions – Commercial Items included in commercial item contracts. The IPP website address is: <https://www.ipp.gov>.

Under this contract, the following documents are required to be submitted as an attachment to the IPP invoice:

Vendor Invoice to include:

1. Award number
2. CLIN//Item number of deliverable
3. Description of deliverable
4. Price of deliverable
5. Quantity of deliverable
6. Date deliverable was provided to the Government for inspection if applicable
7. Serial number/part number if applicable

The Contractor must use the IPP website to register access and use IPP for submitting requests for payment. The Contractor Government Business Point of Contact (as listed in SAM) will receive enrollment instructions via email from the Federal Reserve Bank of Boston (FRBB) prior to the contract award date, but no more than 3 – 5 business days of the contract award date. Contractor assistance with enrollment can be obtained by contacting the IPP Production Helpdesk via email [ippgroup@bos.frb.org](mailto:ippgroup@bos.frb.org) or phone (866) 973-3131.

If the Contractor is unable to comply with the requirement to use IPP for submitting invoices for payment, the Contractor must submit a waiver request in writing to the contracting officer with its proposal or quotation.

(End of Local Clause)

### 3. FAR CLAUSES

#### **FAR 52.233-2 Service of Protest (SEP 2006)**

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

**US Department of the Interior  
Interior Business Center  
Acquisition Services Directorate  
ATTN: George Fisher  
381 Elden Street, Suite 4000  
Herndon, VA 20170  
Phone: (703) 964-4815**

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

(End of provision)

### 3.1 FAR CONTRACT CLAUSES

#### **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE—FEBRUARY 1998**

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. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/>

**FAR 52.212-4 Contract Terms and Conditions – Commercial Items (May 2014)**

**FAR 52.217-2 Cancellation Under Multiyear Contract ( Oct 1997)**

**FAR 52.224-1 Privacy Act Notification (Apr 1984)**

**FAR 52.224-2 Privacy Act (Apr 1984)**

(End of Clause)

**FAR CLAUSE 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (MAY 2014)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

\_\_\_ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004)"(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

\_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

\_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved].

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

\_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Aug 2013) (31 U.S.C. 6101 note).

\_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

\_\_\_ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

\_\_\_ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

\_\_\_ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

\_\_\_ (13) [Reserved]

\_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Nov 2011).

\_\_\_ (iii) Alternate II (Nov 2011).

\_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-7.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-7.

- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Oct 2001) of 52.219-9.
- \_\_\_ (iii) Alternate II (Oct 2001) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jul 2010) of 52.219-9.
- \_\_\_ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- \_\_\_ (ii) Alternate I (June 2003) of 52.219-23.
- \_\_\_ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (23) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- \_\_\_ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).
- \_\_\_ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).
- X (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).
- X (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- X (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (34) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- X (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_\_ (36) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (39)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- \_\_\_ (41) 52.225-1, Buy American—Supplies (May 2014) (41 U.S.C. chapter 83).

\_\_\_ (42)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (May 2014) of 52.225-3.

\_\_\_ (iii) Alternate II (May 2014) of 52.225-3.

\_\_\_ (iv) Alternate III (May 2014) of 52.225-3.

\_\_\_ (43) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

\_\_\_ (44) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

\_\_\_ (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (49) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (50) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (51) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (52) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (53) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (54)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

\_\_\_ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

\_\_\_ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### **FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six months from December 11, 2018. The Contracting Officer may exercise the option by written notice to the Contractor within the current performance period.

(End of Clause)

#### **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within the current performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed twelve months.

(End of Clause)

#### **FAR 52.233-1 DISPUTES (MAY 2014)**

(a) This contract is subject to 41 U.S.C chapter 71, Contract Disputes.

(b) Except as provided in 41 U.S.C chapter 71, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under 41 U.S.C chapter 71 until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under 41 U.S.C chapter 71. The submission may be converted to a claim under 41 U.S.C chapter 71, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in 41 U.S.C chapter 71.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of Clause)

#### **FAR 52.233-3 Protest after Award (Aug 1996)**

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in

the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; *provided*, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

### **3.2 DIAR - DEPARTMENT OF THE INTERIOR CLAUSES**

#### **DOI 1452.215-71 POST-AWARD USE & DISCLOSURE OF PROPOSAL INFORMATION**

(a) Definitions. For the purposes of this provision and the Freedom of Information Act (5 U.S.C. 552), the following terms shall have the meaning set forth below:

(1) "Trade Secret" means an unpatented, secret, commercially valuable plan, appliance, formula, or process, which is used for making, preparing, compounding, treating or processing articles or materials which are trade commodities.

(2) "Confidential commercial or financial information" means any business information (other than trade secrets) which is exempt from the mandatory disclosure requirement of the Freedom of Information Act, 5 U.S.C. 552. Exemptions from mandatory disclosure which may be applicable to business information contained in proposals include exemption (4), which covers "commercial and financial information obtained from a person and privileged or confidential," and exemption (9), which covers "geological and geophysical information, including maps, concerning wells."

(b) If the offeror, or its subcontractor(s), believes that the proposal contains trade secrets or confidential commercial or financial information exempt from disclosure under the Freedom of Information Act, (5 U.S.C. 552), the cover page of each copy of the proposal shall be marked with the following legend:

"The information specifically identified on pages \_\_\_\_\_ of this proposal constitutes trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act. The offeror requests that this information not be disclosed to the public, except as may be required by law. The offeror also requests that this information not be used in whole or part by the government for any purpose other than to evaluate the

proposal, except that if a contract is awarded to the offeror as a result of or in connection with the submission of the proposal, the Government shall have the right to use the information to the extent provided in the contract."

(c) The offeror shall also specifically identify trade secret information and confidential commercial and financial information on the pages of the proposal on which it appears and shall mark each such page with the following legend:

"This page contains trade secrets or confidential commercial and financial information which the offeror believes to be exempt from disclosure under the Freedom of Information Act and which is subject to the legend contained on the cover page of this proposal."

(d) Information in a proposal identified by an offeror as trade secret information or confidential commercial and financial information shall be used by the Government only for the purpose of evaluating the proposal, except that (i) if a contract is awarded to the offeror as a result of or in connection with submission of the proposal, the Government shall have the right to use the information as provided in the contract, and (ii) if the same information is obtained from another source without restriction it may be used without restriction.

(e) If a request under the Freedom of Information Act seeks access to information in a proposal identified as trade secret information or confidential commercial and financial information, full consideration will be given to the offeror's view that the information constitutes trade secrets or confidential commercial or financial information. The offeror will also be promptly notified of the request and given an opportunity to provide additional evidence and argument in support of its position, unless administratively unfeasible to do so. If it is determined that information claimed by the offeror to be trade secret information or confidential commercial or financial information is not exempt from disclosure under the Freedom of Information Act, the offeror will be notified of this determination prior to disclosure of the information.

(f) The Government assumes no liability for the disclosure or use of information contained in a proposal if not marked in accordance with paragraphs (b) and (c) of this provision. If a request under the Freedom of Information Act is made for information in a proposal not marked in accordance with paragraphs (b) and (c) of this provision, the offeror concerned shall be promptly notified of the request and given an opportunity to provide its position to the Government. However, failure of an offeror to mark information contained in a proposal as trade secret information or confidential commercial or financial information will be treated by the Government as evidence that the information is not exempt from disclosure under the Freedom of Information Act, absent a showing that the failure to mark was due to unusual or extenuating circumstances, such as a showing that the offeror had intended to mark, but that markings were omitted from the offeror's proposal due to clerical error.

(End of Provision)

#### **DOI 1452.201-70 AUTHORITIES AND DELEGATIONS (SEPT 2011)**

(a) The Contracting Officer is the only individual authorized to enter into or terminate this contract, modify any term or condition of this contract, waive any requirement of this contract, or accept nonconforming work.

(b) The Contracting Officer will designate a Contracting Officer's Representative (COR) at time of award. The COR will be responsible for technical monitoring of the contractor's performance and deliveries. The COR will be appointed in writing, and a copy of the appointment will be furnished to

the Contractor. Changes to this delegation will be made by written changes to the existing appointment or by issuance of a new appointment.

(c) The COR is not authorized to perform, formally or informally, any of the following actions:

- (1) Promise, award, agree to award, or execute any contract, contract modification, or notice of intent that changes or may change this contract;
- (2) Waive or agree to modification of the delivery schedule;
- (3) Make any final decision on any contract matter subject to the Disputes Clause;
- (4) Terminate, for any reason, the Contractor's right to proceed;
- (5) Obligate in any way, the payment of money by the Government.

(d) The Contractor shall comply with the written or oral direction of the Contracting Officer or authorized representative(s) acting within the scope and authority of the appointment memorandum. The Contractor need not proceed with direction that it considers to have been issued without proper authority. The Contractor shall notify the Contracting Officer in writing, with as much detail as possible, when the COR has taken an action or has issued direction (written or oral) that the Contractor considers to exceed the COR's appointment, within 3 days of the occurrence. Unless otherwise provided in this contract, the Contractor assumes all costs, risks, liabilities, and consequences of performing any work it is directed to perform that falls within any of the categories defined in paragraph (c) prior to receipt of the Contracting Officer's response issued under paragraph (e) of this clause.

(e) The Contracting Officer shall respond in writing within 30 days to any notice made under paragraph (d) of this clause. A failure of the parties to agree upon the nature of a direction, or upon the contract action to be taken with respect thereto, shall be subject to the provisions of the Disputes clause of this contract.

(f) The Contractor shall provide copies of all correspondence to the Contracting Officer and the COR.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the COR acting within his or her appointment, shall be at the Contractor's risk.

(End of clause)

#### **DOI 14 52.203-70 RESTRICTION ON ENDORSEMENTS (JUL 1996)**

The Contractor shall not refer to contracts awarded by the Department of the Interior in commercial advertising, as defined in FAR 31.205-1, in a manner which states or implies that the product or service provided is approved or endorsed by the Government, or is considered by the Government to be superior to other products or services. This restriction is intended to avoid the appearance of preference by the Government toward any product or service. The Contractor may request the Contracting Officer to make determination as to the propriety of promotional material.

(End of Clause)

**DOI 1452.204-70 RELEASE OF CLAIMS (JUL 1996)**

After completion of work and prior to final payment, the Contractor shall furnish the Contracting Officer with a release of claims against the United States relating to this contract. The Release of Claims form (DI-137) shall be used for this purpose. The form provides for exception of specified claims from operation of the release.

(End of Clause)

**DOI 1452.224-1 Privacy Act Notification (JUL 1996) (Deviation)**

Applicable Department of the Interior regulations concerning the Privacy Act are set forth in 43 CFR 2, Subpart D. The CFR is available for public inspection at the Departmental Library, Main Interior Bldg., 1849 C St. NW, Washington D.C., at each of the regional offices of bureaus of the Department and at many public libraries.

(End of clause)

**3.3 OTHER DOI CLAUSES****DOI Greening Clause**

- A) Almost every service requires the use of some sort of product. While providing services pursuant to the Requirements Document in this contract, if your services necessitate the acquisition of any products, the contractor shall use its best efforts to comply with Executive Order 13514, and to acquire the environmentally preferable products that meet the requirements of clauses at FAR 52.223-2, Affirmative Procurement of Biobased Products under Service and Construction Contracts, 52.223-15, Energy Efficiency in Energy Consuming Products, and 52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.
- B) Additionally, the contractor shall use its best efforts to reduce the generation of paper documents through the use of double-sided printing, double-sided copying, and the use and purchase of 30% post consumer content white paper to meet the intent of FAR 52.204-4 Printing/Copying Double-Sided on Recycled Paper.

(End of clause)

**Disclosure of Information:**

The contractor will maintain, transmit, retain in strictest confidence, and prevent the unauthorized duplication, use, and disclosure of personnel information. The contractor will provide personnel information only to employees, contractors, and subcontractors having a need to know such information in the performance of their duties for this project. Information made available to the contractor by the Government for the performance of administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

(End of Clause)

**Limited Use of Data:**

Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorized Government personnel or upon written approval of the Contracting Officer. The contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the contractor without such limitations or prohibit an agreement at no cost to the Government between the contractor and the data owner which provides for greater rights to the contractor.

All non-proprietary data received, processed, evaluated, loaded, and/or created as a result of this task order will remain the sole property of the Government unless specific exception is granted by the C.O.

(End of Clause)

**ORGANIZATIONAL CONFLICT OF INTEREST**

1 The provisions of FAR 9.5, titled Organizational and Consultant Conflicts of Interest, govern performance under this contract. As stated at FAR 9.502(c), an organizational conflict of interest may result when factors create an actual or potential conflict of interest under this contract, or when the nature of the work to be performed under this contract creates an actual or potential conflict of interest on a future acquisition. In the latter case, some restrictions on the future activities of the contractor may be imposed by the Contracting Officer for the future acquisition.

2 FAR 9.505 states that the two underlying principles are (a) preventing the existence of conflicting roles that might bias a contractor's judgment; and (b) preventing unfair competitive advantage. It further states that organizational conflicts of interest may arise in situations covered by FAR 9.505, or the example in FAR 9.508, or in situations not covered by those provisions.

3 Under this BPA, the contractor may be required to perform services that trigger the concerns and restrictions described in FAR 9.5. Two examples of such situations and related restrictions applicable to performance hereunder, are set forth below.

4 Under this BPA, the contractor may be required to evaluate offers for products or services. The contractor agrees that it will neither evaluate, nor advise the Government with regard to, its own products or services. In addition, the contractor agrees it will objectively evaluate, and advise the Government concerning, the products or services of its actual or prospective competitors.

(End of Clause)

**NON-DISCLOSURE**

1 In the course of performance pursuant to this BPA, the contractor will access nonpublic information, including acquisition sensitive information. The contractor agrees that it will not use or disclose any such information unless authorized by the Contracting Officer.

2 The contractor further agrees that it will use its best efforts to ensure that its employees and others performing services under this contract will not use or disclose any such information unless authorized by the Contracting Officer. To that end, contractor agrees that its employees and others performing duties under this contract will sign the Certificate of Nondisclosure.

3 By agreeing to this BPA and/or any amendments, the Contractor acknowledges, understands, and accepts the following:

3.1 The Contractor and any Subcontractor(s) shall presume that the OEM, Bureau, and Office computer systems and storage media that the Contractor or Subcontractor access have sensitive information and applications. The Contractor will comply with the contractual security requirements.

3.2 Any OEM information, software, applications, computer systems and hardware accessed by the Contractor in the performance of the BPA remain the sole property of the OEM, Bureau, and Office.

3.3 To the extent that any software or applications on the OEM, Bureau, and Office systems are protected by copyright, the Contractor agrees that it will not copy or disclose them without first obtaining the OEM's, Bureau's, or Office's prior written authorization as applicable, which will be provided only where authorized under applicable copyright law.

3.4 The Contractor, the Contractor's employees, and any Subcontractor and Subcontractor's employees will access, or be provided access to, the OEM, Bureau, and Office information, software, applications, computer systems and hardware only to the extent necessary, and only for the purpose of, performing the BPA. The Contractor will take reasonable steps to ensure that it will allow only those Contractor and Subcontractor employees who need to see the OEM materials to perform the requirements of the BPA, to do so. This agreement also applies to any other OEM systems or data to which the Contractor may have access to or be disclosed to the Contractor.

3.5 The Contractor will not authorize anyone other than those individuals who require information to perform under the BPA to access, disclose, modify, or destroy the information, software or applications on the OEM, Bureau, and Office systems provided or accessed under this BPA without the COR prior written authorization. The Contractor will refer all requests or demands for production of or access to OEM, Bureau, and Office data and systems, including court orders, to the COR for response.

3.6 Except as authorized under this BPA, the Contractor and its employees shall not make any copies of any OEM, Bureau, and Office information, including software or applications that are not copyrighted. Any copies made by the Contractor or Subcontractor shall be identified as OEM, Bureau, and Office property and handled as sensitive information under this non-disclosure agreement.

3.7 Except to the extent necessary to perform the BPA, any information that the Contractor and its employees learn from and about OEM, Bureau, and Office data and OEM, Bureau, and Office computer systems shall not be recorded and such information, whether recorded or not, shall be handled as sensitive information under this agreement. The Contractor may not use or disclose this data except as the Contractor is permitted to use or disclose OEM, Bureau, and Office sensitive information under the BPA and this nondisclosure agreement.

3.8 Upon completion or termination of the BPA for any reason, the Contractor will immediately deliver all non-public OEM, Bureau, and Office records, data, copies of OEM records and data, software and equipment, and information about OEM, Bureau, and Office data and systems recorded or documented by the Contractor, in its possession or the possession of any Subcontractors to the COR.

3.9 The Contractor will be responsible for the actions of all individuals provided to work for OEM under this BPA.

(End of Clause)

**Confidentiality and Disclosure of Information**

**Confidentiality:** All information regarding the procedures developed under this task order will be regarded as sensitive information by the Contractor and not be disclosed to anyone outside the Contractor's organization without the written permission of the Contracting Officer. All contractor employees supporting the Government on this project will be required to sign a statement of non-disclosure applicable to this task order.

**Release of Data:** The contractor and/or contractor personnel shall not divulge or release any data or information developed or obtained in performance of this effort without the written approval of the Contracting Officer (CO). The contractor shall not use, disclose, or reproduce proprietary data that may or may not carry a restrictive legend, other than as required in the performance of this effort.

**Disclosure of Sensitive Information:** Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The contractor agrees to assume responsibility for protecting the confidentiality of Government records, which are not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

**Limited Use of Data:** Performance of this effort may require the contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

(End of Clause)

## Statement of Work

### U.S. Department of the Interior (DOI) – Office of the Solicitor (SOL) Online Automated Legal Research

#### 1. BACKGROUND

The SOL provides advice, counsel, and legal representation to the Immediate Office of the Secretary, Assistant Secretaries, and all other bureaus and offices overseen by the Secretary. The SOL advice impacts nearly all programs within the Secretary's jurisdiction. The Solicitor is the chief attorney for the U.S. DOI. The Solicitor is assisted by Deputy Solicitors, Special Assistants, an Ethics Director, Senior Counsel for Collaborative Action and Dispute Resolution, six Associate Solicitors, eight Regional Solicitors, and more than 300 staff attorneys. There are approximately 400 total Federal employees along with additional contractor support positions. To adequately provide legal research services to its various clients, the SOL requires access to automated legal research services in relevant areas of law.

Online Legal Research and Continuing Legal Education is an essential function to the efficient and effective operation of our organization in conducting its business of providing legal advice and representation to its clients through legal research of opinions, case law, statutes, regulatory materials, treatises, documents and other legal instruments and information.

Continuing Legal Education is an integral part of Legal Research. It is imperative that legal staff stay abreast of current legal theory, legal issues in their chosen field of expertise, and gain knowledge in related fields of expertise that may have an impact on their chosen field of expertise. As such, Continuing Legal Education has become a necessary and integrated part of Legal Research and the two have become inseparable. The SOL requires a contractor who understands the combined importance of Continuing Legal Education and Legal Research and offers expertise in both areas as an integrated products.

#### 2. OBJECTIVE

The purpose of this contract is to provide automated, online legal research services, Continuing Legal Education (CLE), and obtain customer support services for the Department's legal community.

#### 3. TYPE OF CONTRACT

Firm Fixed Price

#### 4. SCOPE OF WORK

The Contractor will provide automated, On-line Legal Research Services and Continuing Legal Education (services, personnel, materials, travel, equipment and facilities, unless otherwise specified to perform the full scope of all tasks listed herein) for up to 500 users, of which 350 to 400 are attorneys, in the SOL and the Department to include:

##### a. Mandatory System Capabilities

- Full text search and retrieval functions appropriate for accessing online databases.
- A menu selection process that enables users to access databases by name or through retrieval of previously selected databases.
- For legal databases containing documents with one or more standard forms or citation, the system will allow the user to select directly a document for browsing or retrieval by specifying the document according to a standard citation form.
- Search capabilities including Boolean and proximity search operators, natural language searching, wildcard characters, the ability to restrict searches within a specific segment/field, multi-database/library searching, search request histories, and automated search capabilities.
- Download and print capabilities of retrieved documents at no additional cost, including available PDF Formats.
- 24/7 system availability under normal circumstances, except when provided at least 48 hours advance notice and not occurring during weekday business hours (8 a.m. to 10 p.m. Eastern Time).
- Accuracy and maintenance of all database files, made available to SOL's users at the same time they are made available to commercial users.

##### b. Required Databases for all (approximately 500) users

- All published U.S. Federal case law from each court's inception until the present, if available to include:
  - U.S. Supreme Court; U.S. Courts of Appeals; U.S. District Courts; U.S. Bankruptcy Courts; U.S. Court of Claims, Claims Court, and Court of Federal Claims; U.S. Court of Veterans Appeals; U.S. Court of International Trade; U.S. Customs Court, Court of Customs Appeals; U.S. Court of Customs and Patent Appeals; U. S. Court of Military Appeals and its successor, the U.S. Court of Appeals for the Armed Forces; U.S. Courts of Military Review; U. S. Tax Court; the Board of Tax Appeals; Tax Court of the U.S.; and U.S. Tax Court Memorandum Opinions.
- All published state case law from the 50 states of the U.S., and the District of Columbia, since the court's inception until the present, if available.
- Decisions and opinions of Federal Boards of Contract Appeals from each Board's inception until present, if available.
- Federal statutory and regulatory materials, including current and historical versions, to include:
  - U.S. Code, including annotated versions; Public Laws; Code of Federal Regulations; Federal Register; and Executive Orders.
- Federal statutory interpretive materials, including current and historical versions,

to include all Legislative history materials as available and the Congressional Record.

- State statutory and regulatory materials from the 50 states of the U.S. and the District of Columbia, including statutory codes, available administrative codes, and rules of the state court systems.
- Federal Rules of Civil Procedure, Criminal Procedure, Bankruptcy Procedure, Appellate Procedure and Evidence, federal local court rules, and rules of the Judicial Panel on Multi-District Litigation.
- Legal treatises in all major subject areas and Indian Law.
- Full-text law reviews and indices to law reviews, to include all major law reviews.
- Business and journal databases to include databases from the following categories:
  - News and newspapers; wire services and transcripts; trade and professional newsletters and directories; and legal news, newsletters, and magazines pertaining to the legal profession.
  - Cyberfeds (EEO Non-appellate Decisions)
  - Solicitor Opinions (SOL will provide CD/DVD's)

**c. Documentation (manuals, reference guides, and database descriptions) for all databases services provided under this contract and subsequent updates of the documentation at no additional cost.**

**d. Continuing Legal Education:**

- All programs should consist of local, state and national CLE content in an online library.
- Content should be deliverable in various formats, including webcasts, on-demand video and audio programs.
- Content should be developed by established CLE providers, including the American Law Institute, American Bar Association Continuing Professional Education (ALI-CLE), the Association of Corporate Counsel (ACC), and American Bar Association.
- A wide variety of law practice areas and experience levels within the field of law available.

**Areas of law practiced by respondents:**

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**e. Support services as follows:**

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- On-site training for disabled users, including specialized training materials for the sight-disadvantaged, physically disabled, and hearing-impaired user.

- Training for new users as mutually agreed upon by the COR and the Contractor.
- Refresher training, to include topics such as new access methods and procedures, new database information, and enhancements to search and retrieval functions, as mutually agreed upon by the COR and the Contractor.
- Telephone technical and legal research support services, at no additional cost, by toll-free telephone on a continuous basis during system availability hours.
- A mechanism for maintaining user IDs. Requests to add and delete users will be made by the COR or designee in writing, via phone, or via limited-access website, and changes will be made within one business day of receipt of request.

## 5. SPECIFIC TASKS

The contractor will be directly responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. Specifically, the contractor shall:

Provide access to online sources in support of the Office of the Solicitor, Department of the Interior and the Office of the Inspector General.

Establish system passwords, provide end-user training at the users' office locations, provide technical support to ensure connectivity, supply user documentation and training manuals and track usage of online service. The Contractor is responsible for executing and facilitating transition-in and transition-out for each task.

Provide any additional services and features that the Contractor customarily provides its commercial customers for the types of services described in this performance statement of work. This includes, but is not limited to, printed instruction materials, periodic service function update notices and performance warranties.

### 5.1 TASK 1 – PROVIDE SOL RESEARCH AND TECHNICAL SUPPORT

In fulfillment of this effort, the contractor shall provide the following deliverables. All deliverables shall be submitted to the Contracting Officer's Representative (COR), unless otherwise agreed upon.

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  - Unlimited use of all Standard Databases
  - Unlimited use of Combination Databases
  - Unlimited use of Highlights Databases
  - Unlimited use of any Basic Databases
  - Unlimited use of any Premium or Premier Databases
  - Unlimited use of all Federal and State Files Databases
  - Unlimited use of any Specialty Databases
  - Unlimited use of any News Databases
  - Unlimited used of any Multi-Search Databases
  - Unlimited use of Citation Checks Databases

- Unlimited use of ability to query and/or key in a question in plain English
- Unlimited use of Terms and Connectors Searches and/or use of Boolean search method
- Unlimited use of all types of Searches
- Unlimited Images
- Unlimited Alert or Notification Services
- Unlimited Printing and Downloading of Documents
- Unlimited Research Check Use
- Provide software and/or application
- Provide IT installation assistance, if necessary
- Unlimited on and off-site training
- Provide Customer Support 24/7
- Provide user administrative rights availability for creation of user IDs, passwords and reset capabilities
- Provide simultaneous user access to the legal research system for all active users
- Provide user administrative rights availability to manage, provide oversight and obtain reports on user activity
- Unlimited use of Public Records Information – People Finder, Death Records and Voter Registration Records.

### **5.1.2. Availability Requirement**

The service must be available 365 days per year, 24 hours per day, 7 days a week. Primary authorities such as statutes, cases, administrative regulations and decisions must be current and updated regularly. Public laws should be available within 48 hours after a law is passed. Updates to the Federal Register and changes to the Code of Federal Regulations will be available daily.

### **5.1.3. Technical and Functional Requirements/ Deliverable Format**

The service shall be browser-based and must be available over the Internet. There must be a single log-in for systems access to all databases. Users will have the capability to search for sources using Boolean logic and natural language searches. Further users must be able to search multiple databases at once. The service must provide online citation checking services, Current Awareness Services, and Content Retrieval and Content Delivery. Users will have the capability to download and store resulting documents to a server or local drive, email and print such documents from the screen. The Contractor will present legal, news, business and public records information using headnotes, numbering or indexing system, search components, links, case law summaries and synopses.

#### 5.1.4. Training Requirements

The service must include user training onsite (includes Stewart Lee Udall Building, SOL Regional Offices, and Field Offices) and online.

#### 5.1.5. Usage Reports

The Contractor will provide three usage reports, and User ID reports a year (January, April, and July).

### 5.2 TASK 2 – PROVIDE CONTINUING LEGAL EDUCATION:

- All programs should consist of local, state and national CLE content in an online library.
- Content should be deliverable in various formats, including webcasts, on-demand video and audio programs.
- Content should be developed by established CLE providers, including the American Law Institute, American Bar Association Continuing Legal Education (ALI-CLE), the Association of Corporate Counsel (ACC), American Bar Association, and the Environmental Law Institute.
- Provide unlimited Continuing Legal Education as outlined in the Scope of Work (paragraph 4d above).
- A wide variety of law practice areas and experience levels within the field of law available.

#### **Areas of law practiced by respondents:**

Environmental Law	Public Lands
FOIA (Freedom of Information Act)	Property
Indian Law	Water Law
Personnel Law	Government Contracts
Employment	FACA (Federal Advisory Committee Act)
Federal Tort Claims	Procurement and Acquisitions
Oil, Gas, Mineral, Energy & Royalties	ESA, NEPA, Park Management, Wildlife
General Law	Ethics

#### 5.2.1. Availability Requirement

The service must be available 365 days per year, 24 hours per day, and 7 days a week.

#### 5.2.3. Technical and Functional Requirements/ Deliverable Format

The service shall be browser-based and shall be available over the Internet. There shall be a single log-in for systems access to all Continuing Legal Education resources. Users shall have the capability to search for Continuing Legal Education pertaining to their area or law.

#### **5.2.4. Training Requirements**

The service must include user training onsite (includes Stewart Lee Udall Building, SOL Regional Offices, and Field Offices) and online.

#### **5.2.5. Usage Reports**

The Contractor must provide three usage reports, and User ID reports a year (January, April, and July).

### **6. PERFORMANCE**

#### **6.1. Period of Performance**

The period of performance for this effort is date of award through a period of one year (the Base Period). This effort includes two subsequent one year option periods, which may be unilaterally exercised by the Government. Each option period shall have a period of performance of 12 months. All terms and conditions applicable to the base period shall extend to the options unless otherwise agreed upon.

Exercising of any of the option periods is contingent upon the contractor having a current GSA Schedule contract at the time the option is exercised.

#### **6.2. Place(s) of Performance**

The system will be available to authorized users via the internet or other method as mutually agreed to by both parties at any and all SOL-approved sites, currently estimated to encompass 20 to 25 geographic locations.

### **7. OTHER PERFORMANCE REQUIREMENTS**

#### **7.1. Disclosure of Information**

Information made available to the contractor by the Government for the performance or administration of this effort will be used only for those purposes and will not be used in any other way without the written agreement of the Contracting Officer (CO).

### **8. SECTION 508 REQUIREMENTS**

Any/all electronic and information technology (EIT) procured through this effort must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR 1194 implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov>.

**The Standards apply to the following:**

- Software Applications and Operating Systems
- Web-based Information or Applications
- Telecommunication Products
- Video and Multimedia Products
- Self Contained, Closed Products (e.g., Information Kiosks, Calculators, and Fax Machines)
- Desktop and Portable Computers

## Statement of Work

### U.S. Department of the Interior (DOI) – Office of the Solicitor (SOL) Online Automated Legal Research

#### 1. BACKGROUND

The SOL provides advice, counsel, and legal representation to the Immediate Office of the Secretary, Assistant Secretaries, and all other bureaus and offices overseen by the Secretary. The SOL advice impacts nearly all programs within the Secretary's jurisdiction. The Solicitor is the chief attorney for the U.S. DOI. The Solicitor is assisted by Deputy Solicitors, Special Assistants, an Ethics Director, Senior Counsel for Collaborative Action and Dispute Resolution, six Associate Solicitors, eight Regional Solicitors, and more than 300 staff attorneys. There are approximately 400 total Federal employees along with additional contractor support positions. To adequately provide legal research services to its various clients, the SOL requires access to automated legal research services in relevant areas of law.

Online Legal Research and Continuing Legal Education is an essential function to the efficient and effective operation of our organization in conducting its business of providing legal advice and representation to its clients through legal research of opinions, case law, statutes, regulatory materials, treatises, documents and other legal instruments and information.

Continuing Legal Education is an integral part of Legal Research. It is imperative that legal staff stay abreast of current legal theory, legal issues in their chosen field of expertise, and gain knowledge in related fields of expertise that may have an impact on their chosen field of expertise. As such, Continuing Legal Education has become a necessary and integrated part of Legal Research and the two have become inseparable. The SOL requires a contractor who understands the combined importance of Continuing Legal Education and Legal Research and offers expertise in both areas as an integrated products.

#### 2. OBJECTIVE

The purpose of this contract is to provide automated, online legal research services, Continuing Legal Education (CLE), and obtain customer support services for the Department's legal community.

#### 3. TYPE OF CONTRACT

Firm Fixed Price

#### 4. SCOPE OF WORK

The Contractor will provide automated, On-line Legal Research Services and Continuing Legal Education (services, personnel, materials, travel, equipment and facilities, unless otherwise specified to perform the full scope of all tasks listed herein) for up to 500 users, of which 350 to 400 are attorneys, in the SOL and the Department to include:

##### a. Mandatory System Capabilities

- Full text search and retrieval functions appropriate for accessing online databases.
- A menu selection process that enables users to access databases by name or through retrieval of previously selected databases.
- For legal databases containing documents with one or more standard forms or citation, the system will allow the user to select directly a document for browsing or retrieval by specifying the document according to a standard citation form.
- Search capabilities including Boolean and proximity search operators, natural language searching, wildcard characters, the ability to restrict searches within a specific segment/field, multi-database/library searching, search request histories, and automated search capabilities.
- Download and print capabilities of retrieved documents at no additional cost, including available PDF Formats.
- 24/7 system availability under normal circumstances, except when provided at least 48 hours advance notice and not occurring during weekday business hours (8 a.m. to 10 p.m. Eastern Time).
- Accuracy and maintenance of all database files, made available to SOL's users at the same time they are made available to commercial users.

##### b. Required Databases for all (approximately 500) users

- All published U.S. Federal case law from each court's inception until the present, if available to include:
  - U.S. Supreme Court; U.S. Courts of Appeals; U.S. District Courts; U.S. Bankruptcy Courts; U.S. Court of Claims, Claims Court, and Court of Federal Claims; U.S. Court of Veterans Appeals; U.S. Court of International Trade; U.S. Customs Court, Court of Customs Appeals; U.S. Court of Customs and Patent Appeals; U. S. Court of Military Appeals and its successor, the U.S. Court of Appeals for the Armed Forces; U.S. Courts of Military Review; U. S. Tax Court; the Board of Tax Appeals; Tax Court of the U.S.; and U.S. Tax Court Memorandum Opinions.
- All published state case law from the 50 states of the U.S., and the District of Columbia, since the court's inception until the present, if available.
- Decisions and opinions of Federal Boards of Contract Appeals from each Board's inception until present, if available.
- Federal statutory and regulatory materials, including current and historical versions, to include:
  - U.S. Code, including annotated versions; Public Laws; Code of Federal Regulations; Federal Register; and Executive Orders.
- Federal statutory interpretive materials, including current and historical versions,

to include all Legislative history materials as available and the Congressional Record.

- State statutory and regulatory materials from the 50 states of the U.S. and the District of Columbia, including statutory codes, available administrative codes, and rules of the state court systems.
- Federal Rules of Civil Procedure, Criminal Procedure, Bankruptcy Procedure, Appellate Procedure and Evidence, federal local court rules, and rules of the Judicial Panel on Multi-District Litigation.
- Legal treatises in all major subject areas and Indian Law.
- Full-text law reviews and indices to law reviews, to include all major law reviews.
- Business and journal databases to include databases from the following categories:
  - News and newspapers; wire services and transcripts; trade and professional newsletters and directories; and legal news, newsletters, and magazines pertaining to the legal profession.
  - Cyberfeds (EEO Non-appellate Decisions)
  - Solicitor Opinions (SOL will provide CD/DVD's)

**c. Documentation (manuals, reference guides, and database descriptions) for all databases services provided under this contract and subsequent updates of the documentation at no additional cost.**

**d. Continuing Legal Education:**

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- Content should be deliverable in various formats, including webcasts, on-demand video and audio programs.
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