

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> OFFEROR TO COMPLETE BLOCKS 12,17,23,24, & 30		1 REQUISITION NUMBER 0142-2008	PAGE OF PAGES 1 26
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2 CONTRACT NO DJBNAS039	3 AWARD/EFF. DATE Block 31c	4 ORDER NUMBER	5 SOLICITATION NUMBER RFQ-NAS-0142-2008	6 SOLICITATION ISSUE DATE 02/04/2008
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7 FOR SOLICITATION INFORMATION CALL:	a NAME (b)(6), (b)(7)(C)	b TELEPHONE NUMBER (No collect calls) (202) 616-6150	8 OFFER DUE DATE/ LOCAL TIME
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9 ISSUED BY CODE  Federal Bureau of Prisons National Acquisitions Section 320 First Street NW Room 5006  Washington DC 20534	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 511210 SIZE STANDARD: 23.0 MILLION
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11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12 DISCOUNT TERMS NET 30	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP
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15 DELIVER TO CODE Federal Bureau of Prisons Central Office Warehouse 320 First Street NW  Washington DC 20534	DELIVERY DATE	16 ADMINISTERED BY CODE Federal Bureau of Prisons National Acquisitions Section 320 First Street NW Room 5006  Washington DC 20534
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17a CONTRACTOR/ OFFEROR LexisNexis Matthew Hender & Co. 1275 Broadway  Albany NY 12204 PHONE: (800) 375-5314 FAX: (866) 960-4467	CODE 002073997 FACILITY CODE TIN NO. 14-0499170	18a PAYMENT WILL BE MADE BY CODE Federal Bureau of Prisons Accounting Operations 320 First Street NW Room 5009  Washington DC 20534
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<input type="checkbox"/> 17b CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19 ITEM NO	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0000	The Contractor shall provide the requirement for an Electronic Law Library (ELL) to the Federal Bureau of Prisons (BOP) institutions located throughout the contiguous United States Hawaii and Puerto Rico.			(b)(4)	575,771.04

25 ACCOUNTING AND APPROPRIATION DATA Base Year: 92 FP090122G2 SO:2519 YREDGOC: INP10128	26 TOTAL AWARD AMOUNT (For Govt Use Only) \$575,771.04 Estimate
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<input type="checkbox"/> 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	<input checked="" type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
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<input type="checkbox"/> 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> 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 HEREIN.	<input checked="" type="checkbox"/> 29 AWARD OF CONTRACT. REF <u>RFQ-NAS-0142</u> Quote OFFER DATED <u>05/16/08</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS <u>Option B Premium 4 Inst. - In Full</u>
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30a SIGNATURE OF OFFEROR/CONTRACTOR 	31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) (b)(6), (b)(7)(C)
30b NAME AND TITLE OF SIGNER (TYPE OR PRINT) Tom E Ogburn VP Government Sales	30c DATE SIGNED 7/11/08
31b NAME OF CONTRACTING OFFICER (TYPE OR PRINT) (b)(6), (b)(7)(C)	31c DATE SIGNED 7/16/08

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1448 (REV. 3/2005)  
Prescribed by GSA - FAR (48 CFR) 53.212

LEXISNEXIS LEGAL DEPT.  
REVIEWED BY: PWD  
DATE: 7/10/08

19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001	This contract shall be in accordance with Attachment I Statement of Work for Electronic Law Libraries and the contract clauses stated in Section A.1 Contract Clauses.				
0002	The following documents are also incorporated into the contract:				
	*Modification 001 to the RFQ posted to General Services Administration (GSA) E-buy on 06/20/08;				
0003	*Contractor's response to Clarification #1 dated 04/15/2008;				
	*Contractor's response to Clarification #2 dated 04/18/2008; and				
0004	*Attachment II Electronic Law Library Pricing Schedule from the contractor's Quote B Premium - 4 institutions per month Price Schedule dated 05/16/2008. The pricing schedule only represents the estimated quantities.				
0005	The contract is awarded as a requirements type task order contract with firm-fixed unit prices against the contractor's current GSA Federal Supply Schedule (FSS) contract GS-02F-0174W.				
0006	The Period of Performance for the Base Year is from the Date of Award through June 30 2009.	(b)(4)	MO.	[REDACTED]	\$575,771.04
0007	Option Years shall be exercised in accordance with the terms and conditions of the contract.				
0008	Option Year 1: July 1 2009 - June 30 2010 [REDACTED] MO. @ [REDACTED] = 1638732.96				
0009	Option Year 2: July 1 2010 - June 30 2011 [REDACTED] MO. @ [REDACTED] = 2170213.92				
0010	Option Year 3: July 1 2011 - June 30 2012 [REDACTED] MO. @ [REDACTED] = 2170213.92				
0011	Option Year 4: July 1 2012 - June 30 2013 [REDACTED] MO @ [REDACTED] = 2170213.92				
0012	<b>ATTACHMENTS</b> Attachment I: Statement of Work Attachment II: Pricing Schedule				

CONTRACT NO.:  
DJBNAS039

REQUISITION NUMBER  
0142-2008

AWARD/EFF. DATE  
Block 31c

**ADDITIONAL INFORMATION:**

The ACO for this Task Order Contract is:

**[REDACTED]**, Contract Specialist  
National Acquisitions Section  
Federal Bureau of Prisons  
320 First St., NW, Room 5006  
Phone: (202) 616-6150  
Fax: (202) 307-1146  
E-mail: **[REDACTED]**

The Contracting Officer's Technical Representative (COTR) for this Task Order Contract is:

**[REDACTED]**  
Information, Policy, & Public Affairs  
Federal Bureau of Prisons  
400 First St., NW  
Phone: (202) 307-3029  
Fax: (202) 307-5756  
E-mail: **[REDACTED]**

//LAST ITEM//

Task Order Contract DJBNAS039  
Electronic Law Library

A.1 CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 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):

[www.acqnet.gov/far](http://www.acqnet.gov/far)

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)		
CLAUSES		
NUMBER	DATE	TITLE
52.204-7	JUL 2006	CENTRAL CONTRACTOR REGISTRATION
52.212-4	FEB 2007	CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS
52.222-50	APR 2006	COMBATING TRAFFICKING IN PERSONS
52.232-18	APR 1984	AVAILABILITY OF FUNDS
52.232-33	OCT 2003	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

The following clauses are incorporated into this solicitation/contract by full text as follows:

52.216-18 ORDERING (OCT 1995)

- (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 first day of the effective contract period through the last day of the effective 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.

[End of Clause]

**52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) *Minimum Order.* When the Government requires supplies or services covered by this contract in an amount of less than \$100.00, 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 \$2,500,000.00;
  - (2) Any order for a combination of items in excess of \$2,500,000.00;
  - (3) A series of orders from the same ordering office within 30 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 © 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 with 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reason. Upon receiving this notice, the Government may acquire the supplies or services from another source.

[End of Clause]

**52.216-21 REQUIREMENTS (OCT 1995)**

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirement do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the

Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destination or performance at multiple locations.

- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently required delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) Any order issued during the effective period of this contract and not completed within that 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 expiration of the applicable contract period.

[End of Clause]

#### **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 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to the expiration of the current contract period.

[End of Clause]

**52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT  
(MAR 2000)**

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days 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 five years.

[End of Clause]

**52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR  
(APR 1984)**

Funds are not presently available for performance under this contract beyond September 30. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

[End of Clause]

**CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)  
(JAR 2852.201-70) (JAN 1985)**

- (a) (b)(6), (b)(7)(C) of Information, Policy, & Public Affairs Division, 400 First Street, NW, Washington, DC 20534, is hereby designated to act as Contracting Officer's Technical Representative (COTR) under this contract.
- (b) The COTR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating

performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

- (c) The COTR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

**COMPLIANCE WITH SECTION 508 OF THE REHABILITATION ACT OF 1973, 1998 AMENDMENTS:**

All electronic and information technology (EIT) procured through this solicitation and any resulting contract, task order, delivery order, or purchase order must meet the applicable accessibility standards at 36 CFR 1194. 36 CFR implements Section 508 of the Rehabilitation Act of 1973, as amended, and is viewable at <http://www.section508.gov> (See Standards - Part 1194.)

- 1194.21 Software applications and operating systems.
- 1194.26 Desktop and portable computers.
- 1194.31 Functional Performance Criteria.
- 1194.41 Information, documentation, and support.

The contractor shall indicate for each line item in the schedule of items whether each product is compliant or noncompliant with the accessibility standards at 36 CFR 1194. Further, the offer must indicate where full details of compliance can be found (e.g., with offer, vendor's website or other location).

[End of Clause]

**PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE (JAR 2852.233-70) (JAN 1998)**

- (a) The following definitions apply in this provision:
- (1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
  - (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.



- (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (b) A protest filed directly with the Department of Justice must:
- (1) Indicate that it is a protest to the agency.
  - (2) Be filed with the Contracting Officer.
  - (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protest is silent on this matter, the Contracting Officer will decide the protest.
  - (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
  - (5) Include the information required by FAR 33.103(d) (2):
    - (i) Name, address, facsimile number and telephone number of the protestor.
    - (ii) Solicitation or contract number.
    - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
    - (iv) Copies of relevant documents.
    - (v) Request for ruling by the agency.
    - (vi) Statement as to the form of relief requested.
    - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
    - (viii) All information establishing the timeliness of the protest.
- (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the

protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protestor for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.



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# RFQ Summary

Selected vendor(s) were notified

<b>RFQ ID</b> <b>RFQ262507</b> (Modification 1)		<b>Reference #</b> RFQ-NAS-0142-2008	
<b>RFQ Title</b> Electronic Law Library			
<b>RFQ Status</b> Open		<b>Delivery Days</b> From Date of Award to Date of Completion	
<b>RFQ Issue Date</b> 02/04/2008 02:33:38 PM EST		<b>RFQ Close Date</b> 02/29/2008 03:00:00 PM EST	
<b>Line Items</b>			
Mfr. part No/NSN/Item	Manufacturer	Product/Service Name	Qty Unit Ship Address
<b>Description</b> Please see the attached Request for Quote (RFQ) NAS-0142-2008 for details regarding this request for an Electronic Law Library (ELL).			
<b>Attached Documents:</b> ELL RFQ NAS 0142 2008 ELL RFQ Responses to Questions			
<b>Shipping Address</b> (1) Bureau of Prisons: Federal Bureau of Prisons LOCATION TO BE SPECIFIED AFTER AWARD VIA TASK ORDERS Washington, DC 20534			
Individual Receiving Shipment VARIOUS INSTITUTIONS 2026166150			

Page 11 of 26

**BOP RFQ-NAS-0142-2008  
GSA e-Buy RFQ 262507  
Electronic Law Library**

**Responses to Questions from Potential Quoters**

1. **QUESTION:** Please provide the specific CLIN and other information that establishes contractual authority under the incumbent's GSA FSS to offer the portable hard drive solution.

**RESPONSE:** This information is not relevant to the current solicitation. If you would like this information, you may file a Freedom of Information Act request at [www.bop.gov/foia/](http://www.bop.gov/foia/).

2. **QUESTION:** Please describe the incumbent's content included in the portable hard drives.

**RESPONSE:** This information is not relevant to the current solicitation. If you would like this information, you may file a Freedom of Information Act request at [www.bop.gov/foia/](http://www.bop.gov/foia/).

3. **QUESTION:** Would you consider an offering of a DVD product equivalent?

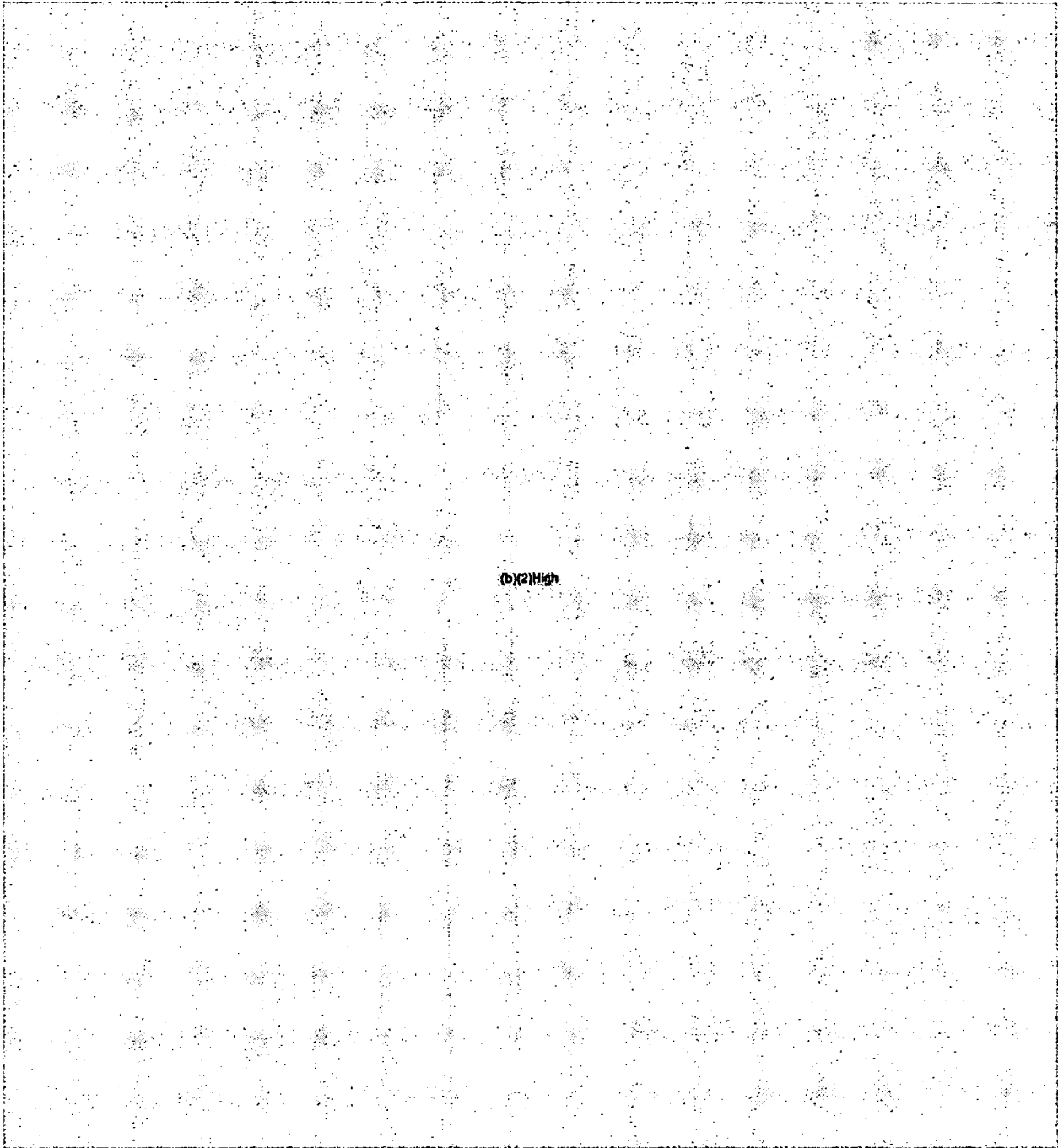
**RESPONSE:** Yes, as long as the BOP can copy the data from the DVD to disk based storage, centrally or at all institutions.

4. **QUESTION:** Would there be any circumstances that an online solution could be acceptable?

**RESPONSE:** No.

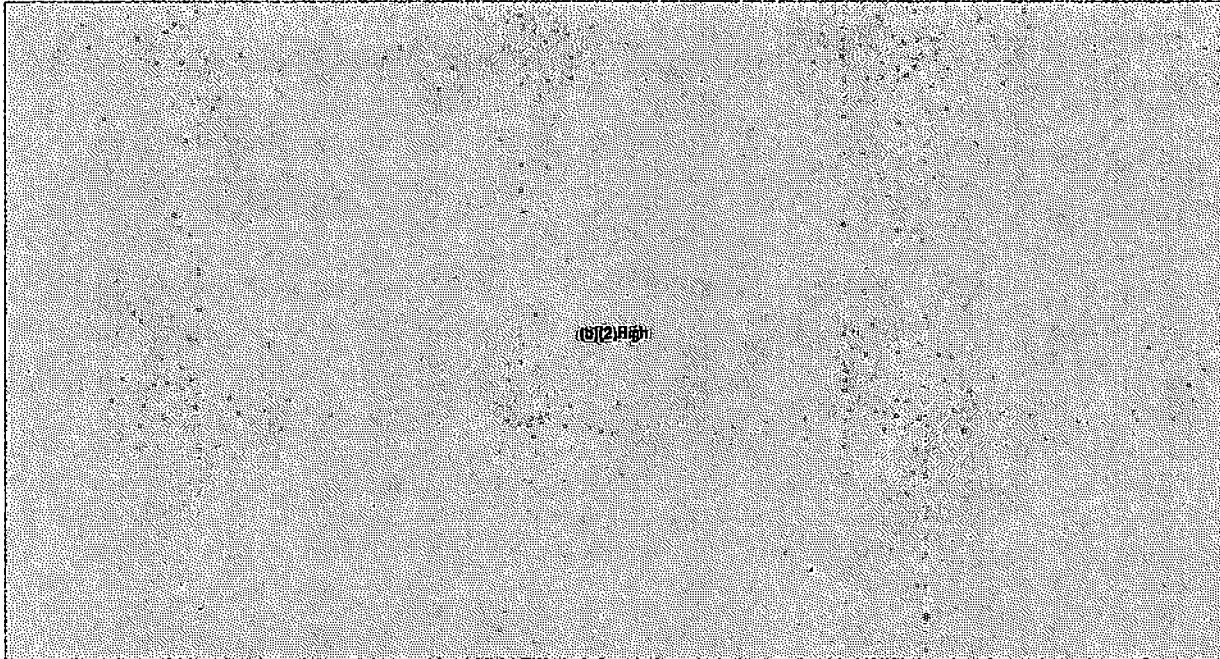
**Responses to Questions from Potential Quoters Continued...**

**RFP Page 21, Software Functional Requirements**



(b)(2) High

**Responses to Questions from Potential Quoters Continued...**



RFQ Pages 9-10, Past Performance, Last paragraph, p.9, 1st 3 paragraphs, p. 10

10. **QUESTION:** Would the BOP be willing to complete a Past Performance Questionnaire regarding the work the contractor does for it?

**RESPONSE:** You can request for the BOP program office to complete a Past Performance Questionnaire and return it to you in order for you to incorporate it with your quotation to the contracting officer. You must submit three completed Past Performance Questionnaires with your quotation.

**From:** "Pfarrer, David A. (LNG-HBE)" <David.Pfarrer@lexisnexis.com>  
**To:** (b) (6), (b) (7)(C)  
**Date:** 4/15/2008 4:31:55 PM  
**Subject:** FED BOP - RFQ Clarification Answers

On behalf of LexisNexis, I wanted to provide the attached list of Answers to the BOP's Clarification Questions. We hope the BOP finds our answers appropriate to clarify any and all questions submitted.

In our discussion a few weeks ago and those prior to the Official RFQ, we spoke of implementing more than 4 facilities each month and that is why we at LexisNexis gave 3 options for an implementation schedule - 4 facilities a month, 8 facilities a month and 12 facilities a month. In our pricing schedule - there is a savings plan for implementing more than the 4 facilities a month. We are ready, willing and able to help with the implementation of any of these 3 schedules.

We look forward to continuing our long standing relationship with the Federal Bureau of Prisons.

If there is anything further you need, please do not hesitate to contact me.

If you would acknowledge receipt of this response, I would greatly appreciate it.

David A. Pfarrer, Esq.

800.375.5314 office \* 704.488.4051 mobile \* 866.960.4467 fax

**Technical Quotation:**

1. The following areas of your quotation state that "LexisNexis expects to make the necessary data and/or software adjustments to meet all BOP requirements by the time this contract is awarded."

**Factor 4 – Software Functional Requirements**

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

(b)(2)High

**Factor 5 – Software Security Requirements**

- [Redacted]

Assurance is required to ensure that the requirements of the Statement of Work (SOW) will be satisfied at the time of award.

**Clarification to #1:**

As stated in the RFQ (see Electronic Law Library, Section A.1 Objective, page 7), LexisNexis will meet the BOP's requirement of commencing performance of this contract no later than 30 days from the date of award.

2. It is not clear if the method of delivery for the monthly updates meet the requirements. Please clarify how LexisNexis will provide monthly updates after initial delivery of the software. Will uploading the monthly updates consist of loading "update files only" or must the entire database content plus monthly update files need to be uploaded each month?

**Clarification to #2:**

Uploading the monthly updates will involve uploading the entire database. As in the past, if an alternative method is desired, LexisNexis will work with the BOP to accommodate this request.

**Factor 5 – Software Security Requirement.**

- [Redacted]



**Factor 8 – Training.**

- 4. How many copies of the DVD-ROM training video (with copyright release) will be provided? Is the DVD-ROM downloadable?**

**Clarification #4:**

One DVD-Rom Training Video will be provided to each training person per facility, but more can be requested by the BOP. This DVD-Rom can be downloaded.

**Price Quotation.**

- 5. For the BOP to fully understand LexisNexis' price quotation, please provide the price of the following: 1) the enterprise license, 2) the software, and 3) the monthly updates. This information does not change the pricing schedule, only clarify it.**

**Clarification #5:**

The 3 elements – the enterprise license, software, and monthly updates -- are interdependent components of our offer and cannot be priced separately or sold as stand-alone options.

- 6. The SOW states that there are 114 BOP institutions. However, BOP complexes are considered one location for the BOP's inmate network. Thus, for the purposes of ELL installations, there will be 97 locations or 97 installations. Will this affect the LexisNexis pricing schedule?**

**Clarification #6:**

Yes, this could have a modest effect on the pricing schedule – LexisNexis would be more than happy to discuss this in more detail.

**From:** "Pfarrer, David A. (LNG-HBE)" <David.Pfarrer@lexisnexis.com>  
**To:** (b) (6); (b) (7)(C)  
**Date:** 4/18/2008 2:08 PM  
**Subject:** FED BOP - RFQ Clarification Answers #2  
**Attachments:** Clarifications to Quote NAS-D142-2008 - No 2.doc

Kristina -

On behalf of LexisNexis, I wanted to provide the attached Answer to the BOP's Clarification Questions, #2. We hope the BOP finds our answer appropriate to clarify the question submitted.

There is a Basic Content Package and a Premium Content Package (the Premium Content Package is the one currently being used in the 16 facilities using the LexisNexis Corrections Solution) and then there is an implementation schedule - 4 facilities a month, 8 facilities a month and finally 12 facilities a month. In our pricing schedule - there is a savings plan for implementing more than the 4 facilities a month. We are ready, willing and able to help with the implementation of any of these 3 schedules.

If there is anything further you need, please do not hesitate to contact me.

David A. Pfarrer, Esq.

800.375.5314 office • 704.488.4051 mobile • 866.960.4467 fax

**Clarification Notice # 2:**

- 1. The BOP is interpreting the LexisNexis price quote to be for one enterprise license for unlimited users, to include the software and monthly updates. Please verify.**

**Clarification:**

Each price option offered in the LexisNexis proposal includes an enterprise license for unlimited users for each facility listed in the RFQ and this price also includes the monthly updates and software.

**Statement of Work  
for  
Electronic Law Libraries**

**INTRODUCTION**

The Federal Bureau of Prisons (BOP) has the requirement for electronic law libraries (ELLS) for its institutions located throughout the contiguous United States, Hawaii, and Puerto Rico. The BOP intends to make a single contract award against an established General Services Administration (GSA) Federal Supply Schedule for a 12- month base year period and four 12-month option year periods. All requirements for the ELLs shall be provided in accordance with the Contractor's GSA FSS and meet the minimum specifications of the Statement of Work. The BOP shall place the award with the schedule contractor that can provide the best value to the Government.

During the base year of the contract, the BOP anticipates implementing approximately four institutions each month. In each option year period thereafter, it is anticipated that 48 ELLs will be installed following the implementation plan of approximately four institutions per month until ELLS are installed in all 114 BOP facilities.

**BACKGROUND**

At present, 16 institutions with ELLs are using legal research software stored on a portable hard drive, which is updated monthly and shipped directly to the 16 locations. The BOP provides law libraries (electronically and in print format) for inmates to conduct legal research for the purpose of addressing their criminal offenses. The goal of the BOP is to install electronic law libraries (ELLS) in all 114 BOP facilities. Newly activated institutions will immediately install ELLs and existing institutions will convert their print law library collections to electronic. The 16 locations currently using ELLs are as follows:

- (1) FCI Bennettsville; Bennettsville, SC
- (2) USP Big Sandy; Inez, KY
- (3) FMC Butner; Butner, NC
- (4) FCC Coleman; Coleman, FL
- (5) USP Canaan; Waymart, PA
- (6) FCI Forrest City; Forrest City, AR
- (7) FCI Gilmer; Glenville, WV
- (8) USP Hazelton; Bruceton Mills, WV
- (9) FCI Herlong; Herlong, CA
- (10) USP McCreary; Pine Knot, KY
- (11) USP Pollock; Pollock, LA
- (12) USP Terre Haute; Terre Haute, IN
- (13) FCC Tucson; Tucson, AZ

- (14) USP Victorville; Victorville, CA
- (15) FCI Williamsburg; Salters, SC
- (16) FCI Yazoo City; Yazoo City, MS

**PURPOSE**

The purpose of this procurement is to acquire software to implement ELLs in all 114 BOP facilities nationwide. This procurement is to obtain software that satisfies our technical requirements for the installation of Electronic Law Libraries and will operate and be compatible with the inmate network software. The ELL software vendor will provide software to the inmate network vendor for installation.

**SCOPE OF REQUIREMENTS**

**Software Data Content Requirements**

Vendors may submit additional options to the minimum data content requirements and the BOP will take the benefit of the additional options into consideration. The vendor must provide a sample of all content plus any options for approval. Prior written approval must be obtained from the COTR and Contracting Officer before any changes to content or functionality can be implemented by the vendor.

Software data contents must include the following data w/monthly updates:

**CASE LAW:**

- US Supreme Court
- Federal Appellate Courts
- Federal District Courts
- District of Columbia, including DC Superior Court
- Military Case law (Armed Forces Court of Appeals & Courts of Criminal Appeals)

**STATUTES/RULES/GUIDELINES:**

- Annotated United States Code
- Annotated District of Columbia Code
- Uniform Code of Military Justice
- Code of Federal Regulations
- United States Constitution w/amendments
- Federal Rules of Civil Procedure
- Federal Rules of Criminal Procedure
- Military Rules of Procedure
- Military Criminal Procedure
- Immigration Criminal Procedure
- Federal Sentencing Guidelines Manual w/appendices

Consideration will be given to contractors who offer electronic versions for any/or all of the following materials:

- Law Dictionary
- Legal Encyclopedia

Manual on How to Conduct Legal Research  
Habeas Corpus Law, Federal  
Compilation of Criminal Forms used in pre-trial, trial, and post-trial federal courts  
Rights of Prisoners  
Criminal Procedure and Trial Manual  
Federal and State Courts Directory  
Legal Citation Manual  
Case/Statute Citation Verification  
Manual for Courts-Martial

Publication contents are to be updated every 30 days.

If any of the above resources can also be provided in Spanish-language versions, that will be considered when determining best value.

Contractor must receive and be able to integrate BOP policy documents into their data contents offering. On a quarterly basis, BOP policy documents will be provided to vendor as electronic media. The BOP policy documents must be integrated within the vendor's software application and be fully searchable.

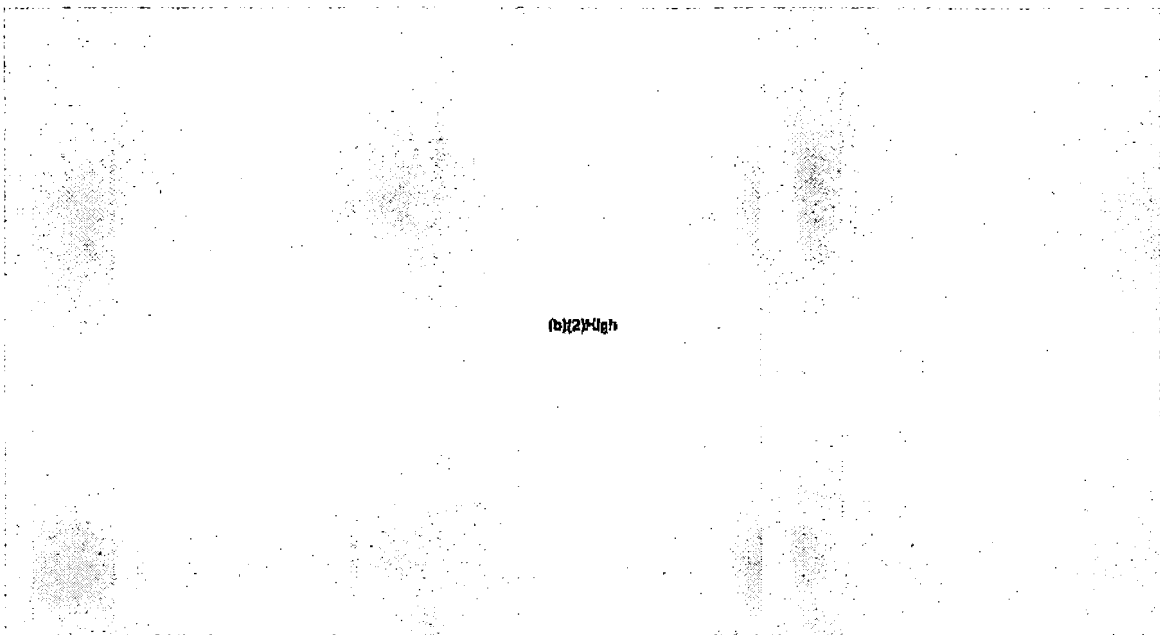
**Date Coverage of Data Content**

All resources should be the most current edition available.

Case law resources should include both 1980 - present and pre-1980 cases.

**Software Functional Requirements**

The software must:

- ◆
  - ◆
  - ◆
  - ◆
  - ◆
  - ◆
- 

- ◆
  - ◆
  - ◆
  - ◆
- (b)(2)(H)igh

**Software Security Requirements.**

- ◆
- ◆

**Hardware Compatibility**

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The vendor must provide a copy of the software to the COTR for contract administration. The format can be a portable hard drive or Internet download.

The software should be compatible with the following minimum hardware specifications:

- ◆
- ◆
- ◆
- ◆
- ◆
- ◆

**Installation, Maintenance/Support**

- ◆ Contractor shall assist with initial installation and implementation of software.
- ◆ Contractor shall provide inmate network vendor with three types of technical support: (1) onsite, (2) telephone, and (3) written technical instructions/manual for integration of their software with the inmate network vendor's software on a centralized server.
- ◆ Contractor will be responsible for any software malfunctioning requiring repair/replacements within 24 hours.
- ◆ Contractor must provide technical support via telephone or email within same day of contact.
- ◆ If needed, Contractor shall be available for on-site visits for either training or technical support. Any travel expenses incurred by vendor for training or technical support shall be reimbursed in accordance with Federal Travel Regulations. A separate task order will be issued for any on site / travel required.

**Licensing**

An enterprise license for the agency is required.

**Training**

- ◆ Contractor shall provide a tutorial or other integrated system training feature to guide the user through steps for searching the software data.
- ◆ Contractor shall provide an electronic copy of a user manual with copyright release permission to reproduce multiple copies as needed for distribution to inmate users.

**PAYMENT AND INVOICING**

The BOP intends to make a single award of a firm-fixed price contract. All invoices shall be prepared in accordance with FAR clause 52.212-4 (g). Invoices will be sent to the address provided in Block 18a of the SF-1449 Solicitation/Contract/Order for Commercial Items form.

Payments will be made by Electronic Funds Transfer and in accordance with the Prompt Payment Act. The contractor shall be registered in the Central Contractor Registration Database and must keep all information updated.

**PERIOD OF PERFORMANCE**

Base Year:	Date of Award through 12 months
Option Year One:	13 months through 24 months after date of award
Option Year Two:	25 months through 36 months after date of award
Option Year Three:	37 months through 48 months after date of award
Option Year Four:	49 months through 60 months after date of award



**DJBNAS039**  
**ELECTRONIC LAW LIBRARY**  
**PRICING SCHEDULE**

The Contractor shall provide Electronic Law Libraries (ELL) for the Federal Bureau of Prison (BOP) institutions located throughout the contiguous United States, Hawaii, and Puerto Rico. The BOP intends to make a single contract award against an established General Services Administration (GSA) Federal Supply Schedule for a 12- month base year period and four 12- month option year periods. All requirements for the ELLs shall be provided in accordance with the Contractor's GSA FSS and meet the minimum specifications of the Statement of Work. The BOP shall place the award with the schedule contractor that can provide the best value to the Government.

During the base year of the contract, the BOP anticipates implementing approximately four institutions each month. In each option year period thereafter, it is anticipated that 48 ELLs will be installed following the implementation plan of approximately four institutions per month until ELLs are installed in all 114 BOP facilities.

Note that the quantities listed in the Pricing Schedule are estimates only, and do not represent fixed requirements and in no way are to be construed as actual requirements, nor constitute a BOP guarantee, nor as a guarantee of revenue to the Contractor. The Government shall not be responsible for fluctuation in the quantity of deliverables required. Payment shall be made for actual quantities delivered.

**BASE YEAR: Date of Award through 12 months**

<u>Product</u>	<u>Quantity (# Institutions)</u>	<u>Months Of Subscription</u>	<u>Unit Price (Monthly)</u>	<u>Total</u>
Software & License	4	(b)(4)		
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
<b>BASE YEAR TOTAL:</b>	<b>48</b>			<b>(Ea)</b>

**OPTION YEAR 1: 13 months through 24 months**

<u>Product</u>	<u>Quantity (# Institutions)</u>	<u>Months Of Subscription</u>	<u>Unit Price (Monthly)</u>	<u>Total</u>
Software & License (Renew)	48	(b)(4)		
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
Software & License	4			
<b>OPTION YEAR 1 TOTAL:</b>	<b>96</b>		<b>(Ea)</b>	<b><u>\$1,683,732.96</u></b>

**OPTION YEAR 2: 25 months through 36 months**

<u>Product</u>	<u>Quantity (# Institutions)</u>	<u>Months (Of Subscription)</u>	<u>Unit Price (Monthly)</u>	<u>Total</u>
Software & License (Renew)	96			
Software & License	2			
<b>OPTION YEAR 2 TOTAL:</b>	<b>98</b>		<b>(Ea)</b>	<b><u>\$2,170,213.92</u></b>

**OPTION YEAR 3: 37 months through 48 months**

<u>Product</u>	<u>Quantity (# Institutions)</u>	<u>Months (Of Subscription)</u>	<u>Unit Price (Monthly)</u>	<u>Total</u>
Software & License (Renew)	98			
<b>OPTION YEAR 3 TOTAL:</b>	<b>98</b>			<b>(Ea)</b>

**OPTION YEAR 4: 49 months through 60 months**

<u>Product</u>	<u>Quantity (# Institutions)</u>	<u>Months (Of Subscription)</u>	<u>Unit Price (Monthly)</u>	<u>Total</u>
Software & License (Renew)	98			
<b>OPTION YEAR 4 TOTAL:</b>	<b>98</b>			<b>(Ea)</b>