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United States Government Accountability Office  
Washington, DC 20548

PRI-08-081

February 27, 2008

Mr. Carl Malamud  
Public.Resource.Org, Inc.  
1005 Gravenstein Highway North  
Sebastopol, CA 95472

Dear Mr. Malamud:

This letter responds to your February 19, 2008, request for records pertaining to the federal legislative histories contract with Thomson West Publishing Corporation (hereafter "Thomson West").

As an agency responsible to the Congress, the Government Accountability Office (GAO) is not subject to the Freedom of Information Act. However, GAO's disclosure policy follows the spirit of the act consistent with GAO's duties and functions as an agency with primary responsibility to Congress. We are enclosing for your information a copy of our regulations concerning the availability of GAO records to the public which are contained in 4 C.F.R. Part 81 (2007).

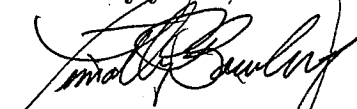
We identified the following records responsive to your request:

1. Request for Proposal
2. Presolicitation Notice
3. Thomson West Contract--70130025

Items 1 and 2 are enclosed. We are also enclosing a redacted version of item 3. GAO contacted Thomson West regarding the release of their contract information. Consistent with Thomson West's request for redactions, we redacted company proprietary material and key personnel information from the contract on the basis of 4 C.F.R. § 81.6(e), which states that records containing trade secrets and commercial or financial information that are privileged or confidential are exempt from release.

In accordance with 4 C.F.R. § 81.4(d), further consideration of your request—to the extent that it has been denied—may be obtained by an appeal letter to the Comptroller General of the United States setting forth the basis for your belief that the partial denial of your request is unwarranted.

Sincerely yours,



Timothy P. Bowling  
Chief Quality Officer

Enclosures



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United States Government Accountability Office  
Washington, DC 20548

Item 1

September 14, 2006

Executive Summary Notice  
Request for Proposal (RFP)  
No Cost Contract to Digitize Legislative Histories  
Solicitation Number - **OAM-2007-N-0003**

The U.S. Government Accountability Office is seeking a vendor to digitize the GAO Legislative History Collection in PDF format at no cost to GAO. In return for access to this unique collection, the contractor could then market and resell access to the digitized collection to cover the cost of digitization. The objective of this project is to provide GAO with high quality PDF images of existing hard and microfiche copies of public law legislative histories. Each offeror is advised to review the enclosed solicitation including the Statement of Work (Section J, Attachment A), Section L, Proposal Preparation Instructions and the Evaluation Criteria in Section M.

GAO will conduct a site visit on **Thursday, September 21, 2006 at 10:00 am** in the main GAO headquarters building located at 441 G. Street, NW, Washington, DC. Firms planning to attend the site visit must notify the Contract Specialist by telephone and/or email in order to be added to the building access list at least 24 hours prior to the schedule date and time. The notification must contain the name and titles of the individuals planning to attend and the firm they represent. The site visit is for viewing purposes only and the Government will not entertain any questions during the site visit. Site visit is not mandatory. Firms must submit **ALL** questions concerning this solicitation in writing to the Contract Specialist. The GAO must receive all questions no later than **12:00 PM EST Thursday, September 28, 2006**. An amendment to the RFP will be issued to all offerors on the solicitation mailing list, providing all questions received and the corresponding answers. (Section L. 6)

Please direct your attention to Section J (List of Attachments).

All firms must submit 5 copies of its proposal. Proposal submission instructions can be found in Section L. Offerors are encouraged to review Section M Evaluation Criteria. The rules regarding late proposals and GAO's submission procedures will be strictly enforced.

It is anticipated that this solicitation will result in a no-cost contract with a base year starting December 1, 2006 through September 31, 2007 with three option years.

## Proposal format

Proposals must contain:

1. The company name, address, and the company's point of contact, e-mail address, telephone number, and fax number;
2. A technical proposal signed by an official authorized to bind the firm which is responsive to the solicitation, including Sections C, L and M.
3. Additionally, offerors must submit a signed Non-Disclosure Agreement (Section J Attachment B) and Organizational Conflict of Interest Certification forms.
4. Acknowledgement of amendments – The offeror must acknowledge receipt of all amendments to the Solicitation and related documents by number and date (i.e., Amendment No. and date). The offeror agrees that the offer submitted under this Solicitation is valid unless withdrawn, for a period of 270 calendar days from the due date of receipt of proposals.

Proposals can be submitted in one of the following ways:

Mail: The contractor is requested to send all (originally signed) copies of the contract document by FEDEX to ensure safe and timely delivery. Due to the current mail situation it is necessary to process incoming deliveries (mail/documents/packages), the only acceptable methods in delivering items to GAO are email and Federal Express (FEDEX) delivery service. United States Postal Service (USPS) and hand-carried deliverables by a company other than FEDEX are not acceptable methods for deliveries for this requirement at this time. GAO cannot guarantee that FEDEX deliveries will reach the addressee prior to the closing of the delivery order unless the delivery is FEDEX priority overnight two business days prior to the closing date of the delivery order. The address to which your FEDEX deliverables should be submitted is:

United States Government Accountability Office  
Acquisition Management  
441 G. Street, N.W., Room 6B46  
Washington, DC 20548

Attention: Deloris Ennis, Contract Specialist  
Solicitation No **OAM-2007-N-0003**

**Proposal Due Date: October 31, 2006 by 12:00 PM EST.**

Email: We prefer that all correspondence and documents be sent electronically. Electronic transmissions of all documents and correspondence including technical proposals, should be sent in either a Microsoft Word or and Adobe Acrobat file, and directed to the attention of

- a. Deloris Ennis, Contract Specialist – [ennisd@gao.gov](mailto:ennisd@gao.gov)
- b. Contracting Officer – [towlesr@gao.gov](mailto:towlesr@gao.gov)
- c. Karen T. Gantt, Director of Acquisition Management - [ganttk@gao.gov](mailto:ganttk@gao.gov).

**Fax: Documents and correspondences can only be accepted via fax, if the contractor has received approval from GAO prior to submission. Documents and correspondences should be faxed to 202-512-3999.**

Regardless of submission method, all proposals must be received on or before the stated due date and time.

If you should have any questions, please contact Deloris Ennis at [ennisd@gao.gov](mailto:ennisd@gao.gov) or telephone number (202) 512-3736.

Sincerely,

Robyn D. Towles  
Contracting Officer  
Supervisor, Contracts Branch  
Acquisition Management  
Government Accountability Office

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## **SECTION B**

### **B.1 GAO 52-212-72 INCORPORATED OF NOTICE OF AWARD (AUG 1991)**

This contract confirms and supersedes the Notice of Award dated \_\_\_\_\_. All terms and conditions of this contract are in effect from \_\_\_\_\_.

### **B.2 GAO 52-216-74 FIXED PRICES-INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT (APR 1984)**

The following fixed rates shall apply for payment purposes for the duration of the contract.

Item	Description	Price
1	Digitize the GAO Legislative History Collection	No Cost

Note: The U.S. Government Accountability Office is seeking a vendor at no cost to digitize the GAO Legislative History Collection in PDF format. The contractor agrees to digitize the GAO Legislative History Collection in PDF format. In return for access to this unique collection the firm as consideration and payment could then market and resell access to the digitized collection to cover the cost of digitization. The objective of this project is to provide GAO with high quality PDF images of existing hard and microfiche copies of public law legislative histories.

### **B.3 GAO 52.216-75 MINIMUM AND MAXIMUM AMOUNTS (APR 1984)**

Estimated Number of Files	Performance of Period	
Digitize 5154 legislative history files 2007	Base Period	December 1, 2006- September 30,
Digitize 5154 legislative history files 2008	Option I Period	October 1, 2007- September 30,
Digitize 5154 legislative history files 2009	Option II Period	October 1, 2008 –September 30,
Digitize 5154 legislative history files 2010	Option III Period	October 1, 2009 –September 30,

### **B.4 Contractor Expenses**

This contract will involve No Cost to the Government. Therefore, all expenses and profits are to be paid from revenues generated from the marketing and sales of GAO's Legislative Collection. The Contractor will be responsible for the collection and handling of its receivables generating from this contract to include cash, checks, and purchase orders.

## **SECTION C**

### **DESCRIPTION-SPECIFICATIONS – WORK STATEMENT**

#### **C.1 GAO 52.210-77 STATEMENT OF WORK/SPECIFICATIONS (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included in **Section J. Attachment A**, which is incorporated by reference as part of this agreement.

#### **C. 2 GAO 52-210-79 INCORPORATION OF CONTRACTORS TECHNICAL PROPOSAL (APR 1984)**

The Contractor's technical proposal entitled, \_\_\_\_\_ dated \_\_\_\_\_ and made a part of this contract. In the event of any inconsistency between the provision of this contract and the Contractor's technical proposal, the contract provisions take precedence.

**SECTION D**

**PACKAGING AND MARKING**

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## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

#### **E.1 GAO 52-246-73 INSPECTION AND ACCEPTANCE (APR 1984)**

- (a) The Contracting Officer or the duly appointed representative will perform inspection and acceptance of materials and services to be provided. The materials and services shall be of the professional level and reflect expertise commensurate with standard commercial or industrial practice for activities of those required under this contract and shall be suitable for their intended purpose. In the event of rejection of any report or deliverable, the Contractor shall be notified in writing and shall have ten (10) working days from date of assurance of notification to correct the deficiencies and resubmit the report/deliverable.
- (b) For the purposes of this clause, \_\_\_\_\_ is the authorized representative of the Contracting Officer.
- (c) Inspection and acceptance will be performed at:

US Government Accountability Office  
Knowledge Services/ Information Services  
441 G. Street, NW Room 7435  
Washington, DC 20548

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

#### **F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following solicitation provisions and /or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52-242-15	Aug 1989	STOP WORK ORDER

#### **F.2 DELIVERY AND PERFORMANCE SCHEDULE**

The contractor shall comply with the delivery and performance schedule set forth below and in accordance with the Statement of Work (Attachment A)

<b>Estimated Number of Files</b>	<b>Performance of Period</b>
Digitize 5154 legislative history files 2007	Base Period December 1, 2006- September 30,
Digitize 5154 legislative history files 2008	Option I Period October 1, 2007- September 30,
Digitize 5154 legislative history files 2009	Option II Period October 1, 2008 –September 30,
Digitize 5154 legislative history files 2010	Option III Period October 1, 2009 –September 30,

#### **F.3 GAO 52-212-77 EFFECTIVE PERIOD OF CONTRACT- TIME AND MATERIALS, LABOR HOUR OR INDEFINITE DELIVERY/INDEFINITE QUANTITY FIXED RATE SERVICES CONTRACT (APRIL 1984)**

The effective period of this contract is from \_\_\_\_\_ through \_\_\_\_\_.

## SECTION G

### CONTRACT ADMINISTRATION DATA

#### G. 1. GAO 52-242-71 CONTRACT ADMINISTRATION (APR 1984)

The Contracting Officer's Technical Representative (COTR) for this contract is \_\_\_\_\_ (will be given upon award of contract)

The Contract Specialist responsible for administering this contract is

Deloris Ennis, [ennisd@gao.gov](mailto:ennisd@gao.gov)  
USGAO- Acquisition Management  
441 G. Street, NW Room 6B50  
Washington, DC 20548  
Telephone- 202-512-3736

#### G. 2. GAO 52.243-70 NOTIFICATION OF CHANGES (SEP 1986)

- (a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Contracting Officer's Technical Representative (COTR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the (COTR) exercises such authority.
- (b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—
- (1) The date, nature, and circumstances of the conduct regarded as a change;
  - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
  - (3) The identification of any documents and the substance of any oral communication involved in such conduct; and (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose.

### **G. 3 GAO 52.244-70 SUBCONTRACT CONSENT (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Contracting Officer's Technical Representative. The Contracting Officer will provide written notice to the Contractor of his decision.

Subcontractor Name	Value	Subcontract Type
--------------------	-------	------------------

_____	_____	_____
-------	-------	-------

### **G.4 GAO 52.245-75 GOVERNMENT-FURNISHED PROPERTY (APR 1984)**

The Government will provide the following item(s) of Government property to the Contractor for use in the performance of this contract. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause.

Item No.	Description	Total Estimated Quantity	Delivery Date
1	Hardcopies of GAO Legislative History Collection	20,616	As Required

### **G. 5 GAO 52.245-71 GOVERNMENT-FURNISHED DATA (APR 1984)**

(a) The Government shall deliver to the Contractor the Government Furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:

- (1) The Contractor submits a timely request for an equitable adjustment.
- (2) The facts warrant an equitable adjustment.

(b) Title to Government-furnished data shall remain in the Government.

(c) The Contractor shall use the Government-furnished data only in connection with this contract.

(d) The data will be furnished to the Contractor as specified in the Statement of work..

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H.1 GAO 52.217-76 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT--INDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACTS (APR 1984)**

- (a) The Government has the option to extend the effective period of this contract for 3 additional periods. If more than 30 days remain in the contract effective period, the Government, without prior written notification, may exercise this option by issuing a contract modification. To unilaterally exercise this option within the last 30 days of the effective period, the Government must issue written notification of its intent to exercise the option period prior to that last 30 day period. This preliminary notice does not commit the Government to exercise the option.
- (b) The "Effective Period of the Contract" clause will be modified as follows:

Option Period	Start Date	End Date
Option I	October 1, 2007	September 30, 2008
Option II	October 1, 2008	September 30, 2009
Option III	October 1, 2009	September 30, 2010

#### **H.2 GAO 52-217-70 EVALUATION OF CONTRACT OPTIONS (APR 1984)**

For award purposes, in addition to an offeror's response to the basic requirement, the Government will evaluate its response to all options, both technical and cost. Evaluation of options will not obligate the Government to exercise the options. For this solicitation the options are as specified in Section H.

#### **H.3 GAO 52-217-77 OPTIONS TO EXTEND THE TERM OF THE CONTRACT-FIXED PRICE CONTRACT (APR 1984)**

The Government has the option to extend the effective period of this contract for 3 additional periods. The Government may extend the term of this contract by written notification to the Contractor by the first day of each Government fiscal year or within thirty (30) days after funds for that fiscal year become available, whichever date is the later; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to exercise the option.



The "Effective Period of the Contract" clause will be modified as follows:

Option Period	Start Date	End Date
Option I	October 1, 2007	September 30, 2008
Option II	October 1, 2008	September 30, 2009
Option III	October 1, 2009	September 30, 2010

#### **H.4 GAO 52.235-73 CONFIDENTIALITY OF GAO DATA (APR 1984)**

Because of the sensitivity and confidentiality of much of the data handled by GAO, the contractor shall maintain confidentiality of all documents, data and other information supplied to it by the GAO, in accordance with all applicable Federal guidelines and regulations. Confidentiality is essential to satisfactory contract performance. Also, specific tasks under this contract may involve processing records or portions of records which GAO treats as confidential, and contain information subject to the GAO Privacy Procedures for Personnel Records, 4 C.F.R. Part 83. The contractor assumes full responsibility for and guarantees the security of all documents, data, and other information supplied by GAO. No action taken by, or on behalf of, the contractor, or which the contractor could prevent, will be permitted if the effect is or could be reasonably foreseen to undermine GAO's ability to maintain the security of records created by GAO or which may be subject to the GAO Privacy Procedures.

The contractor will prevent any person other than the contractor's team members (or other persons for whom access is necessary for the completion of the contract) from seeing or having access to information in the possession or under the control of the contractor.

The contractor will prevent any person from disclosing the contents or description of documents or information to any person not authorized under this contract or by the GAO to have access to such documents or information.

The contractor will prevent removal of any documents or information from the contractor's premises without authorization by appropriate GAO officials. The contractor shall submit to the GAO Contracting Officer, one executed copy of a Non-Disclosure Agreement, Attachment B Section J, List of Attachments), for each employee assigned to work with GAO confidential material within five (5) working days after notification of award. The Contractor agrees to include similar requirements in any subcontracts which it may enter into regarding or supporting work under this contract and furnish the Contracting Officer one copy of each subcontractor employee's non-disclosure agreement within five (5) working days after its execution. Each GAO Non-Disclosure Agreement must be signed by an authorized Contractor Administrator. The contractor will report to the GAO Contract Officer any breach of confidence by any person as soon as the breach is known.

The contractor shall assure that all persons handling GAO confidential or sensitive materials has signed the GAO Non-Disclosure Agreement, Attachment B, and an authorized Contractor Administrator must sign each GAO Non-Disclosure Agreement submitted by each employee assigned to this contract.

The contractor agrees that no contractor or subcontractor employee will be given access to GAO documents or other records unless that employee shall have first executed a Non-Disclosure Agreement.

A Non-Disclosure Agreement, whether submitted prior to or after the award of this contract, shall be binding with regard to information obtained at any time throughout the period of performance of this contract. All Non-Disclosure Agreements are binding indefinitely unless released by a duly authorized official of the GAO. A contractor or subcontractor employee whose employment is continuous need not execute a new Agreement if his assignment to work related to this contract terminates but later resumes.

Any deviation from provisions of this clause which is attributable to the contractor or to persons allowed on the contractor's premises constitutes a material breach of confidentiality and may be sufficient ground for default. Further, the contractor agrees to save the Government harmless in the amount of any judgment against the United States resulting from such a breach. At the Comptroller General's option, the contractor shall assign all of his rights of action against any person to the United States. Disclosure in violation of the Privacy Procedures also may involve the imposition of criminal penalties. To the extent this contract provides for the operation, on behalf of the GAO, of the system of records to accomplish an agency function, it shall be subject to the requirements of any GAO order or regulations pertaining to privacy procedures.

#### **H.5 GAO 52.237-72 KEY PERSONNEL (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

NAME	TITLE
_____	_____
_____	_____

(b) During the first 90 days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial 90 day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances

necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.6 GAO 52.237-71 TECHNICAL DIRECTION (APR 1984)**

- (a) The Contracting Officer's Technical Representative will provide technical direction on contract performance. Technical direction includes:
  - (1) Direction to the Contractor which assists him in accomplishing the Statement Work.
  - (2) Comments on and approval of reports or other deliverables.
- (b) Technical direction must be within the contract Statement of Work. The Contracting Officer's Technical Representative does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract.
- (c) Technical direction will be issued in writing by the Contracting Officer's Technical Representative or confirmed by him/her in writing within five (5) calendar days after verbal issuance.

## **SECTION I**

### **I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: 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.acquisition.gov/far](http://www.acquisition.gov/far)

### **FEDERAL ACQUISITION REGULATIONS (48CFR CHAPTER 1) CLAUSES**

<b>Number</b>	<b>Date</b>	<b>Title</b>
52-202-1	July 2004	Definitions
52-203-6	July 1995	Restrictions on Subcontractors sales to the Government
52-203-7	July 1995	Anti-Kickback Procedures
52-209-6	Jan 2005	Protecting the Government's Interest when Subcontracting with Contractors debarred, Suspended or proposed for debarment
52-215-8	Oct 1997	Order of precedence- Uniform Contract Format
52-222-3	June 2003	Convict Labor
52-227-3	Apr 1984	Patent Indemnity
52-222-50	April 2006	Combating Trafficking in persons
52-232-1	Apr 1984	Payments
52-232-8	Feb 2002	Discounts for Prompt Payment
52-232-11	April 1984	Extras
52-232-25	Oct 2003	Prompt Payment
52-232-33	Oct 2003	Payment by Electronic Fund Transfer Central Contract Registration
52-233-1	July 2002	Disputes
52-223-6	May 2001	Drug Free Workplace
52-233-3	Aug 1996	Protest After Award
52-243-1	Aug 1987	Changes-Fixed Price Alternate I (APR 1984)
52-245-1	Apr 1984	Property Records
52-245-2	May 2004	Government Property Fixed Price Contracts
52-245-19	Apr 1984	Government Property Furnished "AS IS"
52-245-4	June 2003	Government Furnished Property (SHORT FORM)
52-246-4	Aug 1996	Inspection of Services – Fixed Price

**I. 2 52-204-7 CENTRAL CONTRACTOR REGISTRATION. (JULY 2006)**

(a) Definitions. As used in this clause—

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

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

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

“Registered in the CCR database” means that—

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

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

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

- (i) Company legal business.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company Physical Street Address, City, State, and ZIP Code.
- (iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).
- (v) Company Telephone Number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

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

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

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

(g) (1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

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

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

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

### **I.3 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (FEB 2006)**

(a) *Definitions.* As used in this clause—

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (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 \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 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 flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

#### **I.4 52-216-22 INDEFINITE QUANTITY (APR 1984)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that 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 30 days after expiration of the base period or applicable option year.

#### **I. 5 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 December 1, 2006 through September 30, 2010.

(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.



## **I. 6 GAO 52.233-70 DISPUTES (APR 1984)**

- (a) Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall render his/her decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Contracting Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the Comptroller General. The decision of the Comptroller General or his/her duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the

Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

- (b) This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

## **I.7 AVAILABILITY OF FUNDS**

Funds will not be made available for this agreement. No legal liability on the part of the Government for any payments purposes will be made.

Note: The U.S. Government Accountability Office is seeking a vendor at no cost to digitize the GAO Legislative History Collection in PDF format. The contractor agrees to digitize the GAO Legislative History Collection in PDF format. In return for access to this unique collection the firm as consideration and payment could then market and resell access to the digitized collection to cover the cost of digitization. The objective of this project is to provide GAO with high quality PDF images of existing hard and microfiche copies of public law legislative histories.

## **I. 8 AVAILABILITY OF FUNDS FOR THE OPTION PERIOD**

Funds will not be made available for this agreement. No legal liability on the part of the Government for any payment purposes will be made.

## **I.9 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 prior to expiration only of last option.

## **I.10 52-233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**

United States law will apply to resolve any claim of breach of this contract.

## **I. 11 TERMINATION FOR CONVENIENCE OR CAUSE**

The U.S. Government Accountability Office is seeking a vendor at no cost to digitize the GAO Legislative History Collection in PDF format. The objective of this project is to provide GAO with high quality PDF images of existing hard and microfiche copies of public law legislative histories. The contractor agrees to digitize the GAO Legislative History Collection in PDF format. In return for access to this unique collection, the firm as consideration and payment could then market and resell access to the digitized collection to cover the cost of digitization.

**Termination for the Government Convenience:** The Government reserves the right to terminate his contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work and agree to return all property provided by the Government within 10 days of notification from the Contracting Officer. Due to the no cost nature of the contract vehicle, the government does not owe the contractor any amounts due if the contract is terminated for either convenience or cause.

**Termination for Cause:** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

## **SECTION J**

### **PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

#### **J.1 LIST OF ATTACHMENTS**

<b>ATTACHMENT NUMBER PAGES</b>	<b>TITLE</b>	<b>NO</b>
A	Statement of Work	5
B	Non-Disclosure Agreement	1
C	Organizational Conflict of Interest Certification	1
D	Reference Check Form	3
E	Mailing List	4
F	(1) CD of Legislative History Database (FEDEX TO MAILING LIST)	

#### **ATTACHMENT A**

## Statement of Work

### Digitizing the GAO Legislative History Collection

Purpose: GAO's Knowledge Services/Information Services organization wishes to enter into a no cost agreement with a contractor to digitize the GAO legislative history collection in return for access to this unique collection. The contractor could then market and sell access to the digitized collection to recoup the cost of digitization. The objective of this project is to provide GAO with high quality PDF images of existing paper and microfiche copies of federal legislative histories at no cost to GAO.

Service to Be Obtained: The contractor shall provide the necessary funding, personnel, facilities, materials and equipment to digitize the GAO Legislative history collection. The work performed would meet the specifications herein.

Background: Since its inception in 1921, the U.S. Government Accountability Office has compiled 20,616 legislative histories of most public laws from 1915 -1997. These histories, spanning the 64<sup>th</sup> – 104<sup>th</sup> Congresses, are currently being used onsite in the GAO headquarters Law Library in paper or microfiche format by GAO staff. On rare occasions other federal government employees are allowed onsite access to the paper or microfiche copies of these histories. Because of its historical and research value the legislative history collection shall be digitized to preserve the integrity of the files and improve the searchability of this valuable information resource.

Two years ago, GAO began a pilot project to convert a small number of GAO legislative histories from paper and microfiche formats to digital format. Since then 243 histories have been digitized using in-house resources and will be made accessible to GAO staff only through a web-based database on the GAO Intranet. These 243 histories consisting of 1, 214,438 pages were randomly selected and include some of the largest histories in the collection. These histories shall also be re-scanned as part of this digitization contract.

#### Description of Legislative Histories to Be Digitized

Each legislative history contains a collection of congressional materials relating to the passage of a particular law. The number of pages contained in a legislative history varies widely and is difficult to determine. However, the total quantity may be estimated using either description listed below.

The number of pages in a legislative history ranges from approximately 200 pages to as many as 40,000 pages, but an average estimate of 1,500 – 2,000 per history can be used. Of the 243 histories already digitized by GAO, 1, 214,438 pages were scanned. However, since these legislative histories contained some of the largest compiled by GAO, this figure is extreme and represents histories that contained as many as 600 PDFs (most of which were single page Congressional Record excerpts or amendments).

The entire paper legislative history collection is housed in 880 boxes (at 1 cubic foot each) plus additional folders housed on 1,600 linear feet of shelving.

Each legislative history consists of 3 distinct sections consisting of the types of materials as follows:

Basic documentation/congressional materials – public law, committee reports, committee prints, committee documents, Congressional Record excerpts, and bills. In addition, approximately 1,500 legislative histories contain GAO prepared Tables of Contents or finding aids that shall also be digitized as separate documents.

#### Congressional hearings

GAO and other materials – bill comments, internal GAO publications, routing sheets/notes containing substantive comments, memos, letters, and testimonies. These materials are for GAO use only and shall be digitized by the contractor and delivered to GAO. They shall not be included in the collection that the contractor can use commercially.

While half of the legislative history collection was microfiched in the 1990's, the image quality is considered inferior for digitizing purposes and GAO will provide paper copies for all but approximately 200 of its histories for digitizing. These 200 shall be digitized from microfiche (a total of 498 individual microfiche).

The condition of the paper histories is brittle to excellent. Many of the earlier histories contain brittle pages that require special handling when digitizing and are estimated at 15% of the entire collection. Other variations in the collection include odd-sized pages, bound hearings, stapled pages, onion skin carbon copies, and newsprint taped to letter stock.

#### Organization of Materials to Be Digitized.

Each paper history is an original copy and is comprised of one or more green pressboard folders containing congressional and GAO and other materials and expandable envelope folders containing congressional hearings. Each folder is labeled by public law number, date, and folder number.

GAO will insert dividers between paper documents to indicate when to begin a new PDF document and to indicate when documents should not be digitized, e.g. GAO materials that are not substantive as well as various other miscellaneous materials. Congressional Record documents shall be digitized as separate files as appropriate, and not combined into PDFs based on date, volume, or topic. For instance, new files will be created for different dates or for different entries in the same issue with different content. The majority of the Congressional Record excerpts will be accompanied by a cover sheet prepared by GAO staff that signifies the beginning of a new Congressional Record document.

Some earlier histories are incomplete but the contractor shall digitize these even though they are incomplete.

For the approximately 200 legislative histories that are available in diazo microfiche format only, congressional hearings were filmed at 42x magnification with 420 pages per microfiche and all other documents were filmed at 24x magnification with 98 pages per microfiche.

GAO will box up histories in numerical sequence by public law and folder number, and pack folders in labeled file boxes for pickup by the contractor in batches.

#### Requirements and Procedures for Digitizing

The contractor may de-bind paper documents as required. Care should be taken that the left-hand margin is not trimmed so narrowly that the documents cannot be later rebound. For those documents which have a stapled or glued spine, the staples can be removed and the glued pages easily separated.

Some documents contain pencil underlining which may obscure text and affect both viewer readability and OCR text capabilities. The contractor may carefully erase these under linings as long as the paper will not be damaged and the result is an enhanced image of the text. Penciled in comments, though, should not be erased.

The contractor shall digitize paper and microfiche formats of legislative histories and provide GAO with full-text searchable PDFs with a minimum resolution of 600 ppi. Each PDF shall have Hidden Text for each page image.

All digitized images must be inspected to insure the highest quality possible. PDF files shall be checked for missing pages, and images shall not contain dust representation, scratches, duplicates, or any unknown discrepancies not visible on the original tangible document.

For document names, each PDF file can be simply numbered with the public law number followed by a sequential number, e.g. 104-208-1, 104-208-2, etc. where 104-208 is the public law number. No other metadata is needed for GAO purposes.

The contractor shall notify GAO of any issues, problems, or anomalies encountered during the digitization process as they are identified.

The contractor shall copy all relevant files of the digitized legislative histories onto DVDs (to be provided by the contractor) for delivery to GAO. DVDs are preferred to avoid security issues with GAO's firewall. The legislative histories contained on each DVD shall be labeled by public law number on the outside of the DVD.

#### Quality Assurance and Control

The contractor shall review each digitized image to insure that it is legible, full-text searchable and that each document is complete and pages are in the correct order. The contractor shall identify images that cannot meet this standard and convey this information to GAO.

Once the digitization is complete, paper documents that are unbound shall be restapled or tied together with string if restapling is not possible. The contractor shall insure that these are refiled in their original folders and re-collated in their original order. For legislative

history microfiche the contractor shall insure that the microfiche are refiled in their original envelopes in proper filing sequence.

Upon return, GAO will check the paper copies of legislative histories for completeness and proper collation. The PDF images will be reviewed for clarity, legibility, and search ability. Errors in any of these areas will require correction within an established time frame (no more than 4 weeks turn-around time).

### Security

The contractor shall insure that all legislative history pages are returned to GAO in the same condition as they were received (except for being unbound) and the histories are complete and in order.

As specified above, the contractor must certify that the category of materials known as "GAO and other materials" is digitized for GAO use only. These materials are not part of the collection that the vendor may commercialize.

The contractor shall deliver DVDs of the PDF files of the digitized legislative histories through FedEx or UPS to avoid problems with the U.S. Postal Service's irradiating all mail delivered to GAO.

### Turnaround Time and Project Completion

Turnaround time per batch will be as proposed and agreed upon.

Completion of the digitization project will be as proposed and agreed upon.

### Pickup and Delivery

GAO will batch, by law number, the legislative history folders. A log specifying the law numbers and the number of folders for each law will be available with each batch. All boxes will be numbered and prepared to be moved in sequential order. The date and time of pickup of each batch will be noted in the log which will be sent electronically to the contractor after pickup. The contractor shall use this log for control purposes and upon receipt will verify that the files picked up were, in fact, the files listed on the log.

When the histories are digitized the contractor shall annotate the log for each legislative history to note

- any problems or issues with the digitization
- any damaged documents
- the date the legislative history was scanned
- the file size and the number of pages scanned for legislative history
- the DVD location

and return it to GAO.

7.3 The contractor shall deliver DVDs of the digitized legislative histories clearly labeled with the public law numbers contained within.

7.4 The contractor shall return paper legislative histories and microfiche in the same order and in the same boxes in which they were sent.

### Management Issues

Under this agreement, the contractor shall have the right to commercialize and market access to their copy of the GAO legislative histories, excluding the category of materials known as "GAO and other materials."

Any materials or announcements made in conjunction with commercializing the GAO legislative history collection will have to be approved by the agency, to insure that there is no misrepresentation and that no inadvertent or unacceptable terminology is published. While the contractor may identify the Government Accountability Office as the source of the histories, a disclaimer will be required as to any implied or explicit endorsement of the contractor's work.

All work done under this agreement must be done within the continental United States.

Under special circumstances, the contractor shall return any paper copy of a legislative history in their possession for digitizing purposes to GAO within 48 hours, when needed for essential research purposes.

The Contractor shall deliver a monthly report containing the following information

Number of legislative histories and number of pages scanned during the month and year-to-date (YTD)

Cumulative number of legislative histories and number of pages scanned since the start of the contract

Number of individual documents scanned during the month and YTD

Cumulative number of individual documents scanned since the start of the contract

Problems encountered during the month



ATTACHMENT B

U.S. GOVERNMENT ACCOUNTABILITY OFFICE  
WASHINGTON, D.C. 20548

NON-DISCLOSURE AGREEMENT

I, \_\_\_\_\_ do solemnly swear (or affirm)  
that I will not divulge data maintained by the Government Accountability Office (GAO) to any  
unauthorized person for any purpose. Neither will I directly or indirectly use, or allow the use  
of that data for any other purpose other than that directly associated with my officially  
assigned duties.

Further, I will not directly or indirectly reveal or cause to be revealed, the nature or content of  
any GAO data, except to authorized personnel.

I am aware that the unauthorized use of information may be a violation of law and the GAO  
delivery order as well as my Employee Agreement with

\_\_\_\_\_  
Company or Subcontractor

I understand that authorized persons refers only to persons assigned to a project requiring  
access to the data or directly in the line of management over the project requiring access to  
the data.

Signed: \_\_\_\_\_  
PRINT FULL NAME AND TITLE

\_\_\_\_\_  
SIGNATURE OF FULL NAME

\_\_\_\_\_  
DATE

\_\_\_\_\_  
FIRM NAME OR AFFILIATION

Certified:

---

Independent Contractor Administrator Signature

---

Date

## **ATTACHMENT C**

### **ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION**

I HEREBY CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF I HAVE NO ORGANIZATIONAL OR PERSONAL CONFLICT OF INTEREST, DIRECT OR INDIRECT, FINANCIAL OR OTHERWISE, WITH ANY AGENCY PERSON(S) WHO ARE RESPONSIBLE FOR MEETING GAO'S NEEDS IN THE SUBJECT AREA. I KNOW OF NO FACTS CONCERNING MY PAST, PRESENT, OR CURRENTLY PLANNED ACTIVITIES WHICH MIGHT CONSTITUTE A CONFLICT OF INTEREST OR WHICH MAY IMPAIR MY ABILITY TO RENDER IMPARTIAL, TECHNICALLY SOUND AND OBJECTIVE ASSISTANCE AND ADVICE IN PERFORMING MY DUTIES IN A CONSULTING CAPACITY ON THIS CONTRACT. I FURTHER CERTIFY THAT IF AT ANY POINT DURING AGREEMENT PERFORMANCE, AND QUESTIONS ABOUT A POSSIBLE CONFLICT OF INTEREST ARISES, I SHALL IMMEDIATELY NOTIFY THE CONTRACTING OFFICER, WHO SHALL DETERMINE AT THAT TIME WHETHER OR NOT THIS AGREEMENT IS TO BE TERMINATED.

\_\_\_\_\_  
**COMPANY/SUBCONTRACTOR/CONSULTANT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**COMPANY/SUBCONTRACTOR/CONSULTANT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**COMPANY/SUBCONTRACTOR/CONSULTANT**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**COMPANY/SUBCONTRACTOR/CONSULTANT**

\_\_\_\_\_  
**DATE**

**ATTACHMENT D**

**SAMPLE REFERENCE CHECK FORM**

**RFP# OAM-2007-N-0003**

**Digitize GAO Legislative Histories**

**FY 2007-2011**

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Agency/Company: \_\_\_\_\_

POC: \_\_\_\_\_

Phone: \_\_\_\_\_

**Reference Questions**

**1) Independence and Objectivity of the Contractor**

a) Did you have any concerns about the Contractor's independence as they performed the work for your organization?

b) Did you have any concerns about the Contractor's objectivity as they performed the work for your organization?

## 2) Demonstrated Ability to Meet Needs Within Established Timeframes

- a) Was the Contractor able to meet your stated timetable and did it deliver the product according to your needs?
- b) How would you rate the Contractor's ability to provide deliverables on time?

## 3) Capability and Experience of the Contractor and Past Performance

- a) What services have they provided to you and how long have you been using them? Was the Contractor the prime contractor or a subcontractor on your project?
- b) Were you satisfied and how would you rate the quality of the work they performed?
- c) How would you rate the responsiveness and cooperation of the Contractor during your project? How would you rate the Contractor's ability and willingness to address unique reporting requirements?
- d) How would you rate the likelihood that you would use the contractor again and why? Does the Contractor still provide services to you?
- e) Was the Contractor able to provide any value-added recommendations or suggestions to improve the efficiency of your processes?
- f) Did you experience any performance problems? If so, please describe.
- g) How did the contractor deal with major fluctuations in estimated cost?

## 4) Technical Approach

- a) Did the Contractor demonstrate that it had sufficient internal quality control or review systems in place from the onset of the contract?
- b) Did the Contractor have adequate documentation to serve as a good audit trail for the following year?

5) Qualifications of Personnel

- a) Did the personnel have demonstrated knowledge and/or experience in area required by the SOW.
- b) Were you satisfied with the level and mix of levels of the personnel assigned to your project? Was there enough supervision on site?
- c) What were the names of the principal contractor personnel who performed your project? Describe the competency of these personnel.
- d) How satisfied were you with the professionalism and organization of the staff?

Attachment E

Vendor Mailing List for Legislative Histories

Scott Fiddler  
Vice President, Sales & Marketing  
W. S. Hein & Co., Inc.  
1285 Main Street Buffalo, New York 14209-1987  
Buffalo, NY 14209-1987  
[sfiddler@wshein.com](mailto:sfiddler@wshein.com)  
1-716-882-2600 x127

Krista E. Puri/Catherine Jervey  
National Account Manager Federal Government Region  
LexisNexis Academic Solutions  
1150 18th St., NW Suite 600  
Washington, DC 20036  
[krista.ernst@lexisnexus.com](mailto:krista.ernst@lexisnexus.com)  
202-776-1322

Tom Leighton  
Thomson West  
610 Opperman Drive  
Eagan, MN 55123  
[tom.leighton@thomson.com](mailto:tom.leighton@thomson.com)  
Tel: 651-687-5676

Paul Zurawski  
Product Development Manager  
Congressional Quarterly  
1255 22nd St., N.W.  
Washington, DC 20037  
[PZurawski@cq.com](mailto:PZurawski@cq.com)  
Tel: 202-255-9968

INPUT  
Rosemarie Franz  
10790 Parkridge Boulevard  
Suite 200  
Reston VA, 20191  
Email: [rfranz@input.com](mailto:rfranz@input.com)  
Tel: 703-707-4061  
Fax- 703-707-6201

ISPA Inc, SDVOSB  
Ronald L. Dean  
3309 Saville Lane  
Bowie, Maryland 20721  
[rdean@ispainc.com](mailto:rdean@ispainc.com)  
Tel: 3013774883

PTFS, INC  
Dan Quinn  
4520 East West Highway  
Bethesda, Maryland 20814  
[dquinn@ptfs.com](mailto:dquinn@ptfs.com)  
Tel: 301-654-8088 x 54

Fort Worth Federal Records Center  
Attn: Aladdin El-Haraty  
NARA – Southwest Region  
501 W. Felix St. Bldg 1  
Fort Worth, Texas 76115  
[Aladdin.el-haraty@nara.gov](mailto:Aladdin.el-haraty@nara.gov)  
Tel: 817-831-5936  
Fax: 817-334-5539

AmCad LLC  
Attn: Shelane Robinson  
15867 N. Mountain Road  
Broadway, VA 22815  
[srobinson@amcad.com](mailto:srobinson@amcad.com)  
Tel: 540-896-9952  
Fax: 540-896-7640

Attn: Ram N. Ramamurthy  
Sri IIST Inc (address)?  
Email: [raminusa@iist.com](mailto:raminusa@iist.com)

McNeil Technology  
Robert Turner  
Requested address, no response from vendor  
[rturner@mcneiltech.com](mailto:rturner@mcneiltech.com)

Communication Services Outsourcing, Inc.  
John T. Snead Jr.  
P.O. Box 1575  
Lexington, NC 27293-1575  
[jtsneadjr@csosolutions.com](mailto:jtsneadjr@csosolutions.com)  
Tel: 336-859-2218



Fax: 336-250-4300

Government Strategic Account Executive  
Attn: Lawrence McNamara  
1401 New York Ave NW  
Washington, DC 20005  
[Lawrence\\_McNamara@superiorGlacier.com](mailto:Lawrence_McNamara@superiorGlacier.com)  
Tel: 202-393-1600  
Fax: 202-393-3290  
Cell: 202-369-5109

Crowley Micrographics  
Attn: Dave Westscott  
5115 Pegasus Court, Suite E  
Frederick, MD 21704  
[davew@crowleymicrographics.com](mailto:davew@crowleymicrographics.com)  
Tel: 301-631-6825  
Fax: 301-631-9446

Kizano Corporation  
Attn: Dave Young  
2564 Grayston Lane  
Woodbridge, Va. 22191  
[dyoung@kizano.com](mailto:dyoung@kizano.com)  
Tel: 703-969-4723

Federal Sources Inc  
Attn: Kelly Kingsley  
8400 Westpark Drive Fourth Floor  
McLean, VA 22102  
[KingsleyK@fedsources.com](mailto:KingsleyK@fedsources.com)  
Tel: 703-610-8713  
Fax: 703-883-0362

Xerox Global Services  
Attn: Chrys Varnes  
6435 Setting Sun Drive  
Huntington Beach, CA 92648 USA  
[Chrys.varnes@xerox.com](mailto:Chrys.varnes@xerox.com)  
Tel: 714-847-4091  
Cell: 714-478-4748

Quotient

Attn: Dave Bontempo  
6315 Hillside Court Suite E  
Columbia, Maryland 21046  
Email: [dbontempo@quotient.com](mailto:dbontempo@quotient.com)  
Tel: 410-309-9000  
Fax: 410-309-0075  
Mobile: 410-212-2190

Sapient

Attn: David Yang  
1515 North Courthouse Road  
Arlington, VA 22201  
Mobile: 202-409-4358  
Desk: 703-908-2671  
Fax: 703-908-2401  
Email: [dyang@sapient.com](mailto:dyang@sapient.com)

Quasars, Inc.

Bob McLaughlin  
Chief Operating Officer  
955 L'Enfant Plaza SW Suite 1201  
Washington, DC 20024  
(202) 863-4435

**ATTACHMENT F**

**CD MAILED TO MAILING LIST**

**PLEASE CONFIRM RECEIPT OF CD BY EMAILING ENNISD@GAO.GOV**

## SECTION K

### REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

#### K.1 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is \_\_\_\_\_ [insert NAICS code].

(2) The small business size standard is \_\_\_\_\_ [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (c) applies.

☐ (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
--------------	-------	------	--------

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K.2 GAO 52.203-70 CURRENT/FORMER AGENCY EMPLOYEE INVOLVEMENT  
CERTIFICATION (APR 1984)**

The offeror (quoter) hereby certifies that:

- (a) He is ☐ is not ☐ a former regular or special Government Accountability Office employee whose Government Accountability Office employment terminated within one year prior to submission of this offer (quote).
- (b) He does ☐ does not ☐ employ or propose to employ a current/former regular or special Government Accountability Office employee whose Government Accountability Office employment terminated within one year prior to submission of this offer (quote) and who has been or will be involved, directly or indirectly, in developing or negotiating this offer (quote) for the offeror (quoter), or in the management, administration or performance of any contract resulting from this offer (quote).
- (c) He does ☐ does not ☐ employ or propose to employ as a consultant or subcontractor under any contract resulting from this offer (quote) a current/former regular or special Government Accountability Office employee whose Government Accountability Office employment terminated within one year prior to submission of this offer (quote).
- (d) A former regular or special Government Accountability Office employee whose Government Accountability Office employment terminated within one year prior to submission of this offer (quote) or such former employee's spouse or minor child does ☐ does not ☐ own or substantially own or control the offeror's (quoter's) firm.
- (e) "Regular employee" means any officer or employee of Government Accountability Office who is employed or appointed, with or without compensation, to serve more than 130 days during any period of 365 consecutive days.
- (f) "Special employee" means an officer or employee of Government Accountability Office who is retained, designated, appointed or employed to perform, with or without compensation, temporary duties either on a full-time or intermittent basis for not more than 130 days during any period of 365 consecutive days and who actually served more than 60 days during such 365-day period.

**K.3 GAO 52.204-70 DUN AND BRADSTREET IDENTIFICATION NUMBER  
(APR 1984)**

Bidder's Dun and Bradstreet Identification number is:

(Insert number if registered with Dun and Bradstreet)

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**K.4 GAO 52.209-71 CERTIFICATION REGARDING PREVIOUS CRIMES,  
DEBARMENTS, SUSPENSIONS AND DEFAULTS**

- (a) The offeror certifies that within 3 years prior to the date of this solicitation it and/or any of its officers and principal employees:
  - (1) have ☐ have not ☐ been indicted, otherwise charged or convicted of;
    - (a) A criminal offense incident to obtaining or attempting to obtain a public

(Federal, State, or Municipal) or private contract or subcontract thereunder, or in the performance of such contract or subcontract.

(b) A violation of the Organized Crime Control Act of 1970.

(c) A violation of the Federal Antitrust statutes arising out of the submission of bids or proposals; or

(d) Embezzlement, theft, forgery, bribery, falsification or destruction of records, fraud, tax fraud, receiving stolen property or equivalent crimes which are indicative of a lack of business integrity.

(2) Have ( ) have not ( ) been debarred or suspended from the award of public contracts.

(3) Have ( ) have not ( ) had a public contract terminated for default.

(b) For the purpose of this certification, a principal employee is defined as that person(s) acting in a managerial or supervisory capacity who will be responsible for administering the offeror's performance of the contract to be awarded under this solicitation (e.g. project manager, plant manager).

(c) The knowledge of the person who executes this certification is not required to exceed the "knowledge" which that person reasonably can be expected to possess.

(d) A certification that any of the items in (a) above exist will not necessarily result in the withholding of an award under this solicitation. However, the certification will be considered in connection with the determination of an offeror's responsibility. Offerors who fail to furnish the certification and provide such additional information as requested by the contracting officer will not be found responsible.

#### **K.5 GAO 52.209-72 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (APR 1984)**

The offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

#### **K.6 GAO 52.209-73 DETERMINATION OF PROSPECTIVE CONTRACTOR'S RESPONSIBILITY AND PAST PERFORMANCE BACKGROUND (1991)**

Offerors are to provide here and in their technical proposal a list of all clients (government and commercial) the firm has done business with as a contractor or subcontractor within the past three (3) years.

Contractor Organization including

Person's Name

Amount

Number

---

## **K.7 52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)**

### **(a) Definitions.**

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

### **(d) Taxpayer Identification Number (TIN).**

- ☐ TIN: \_\_\_\_\_.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:
  - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - ☐ Offeror is an agency or instrumentality of a foreign government;
  - ☐ Offeror is an agency or instrumentality of the Federal Government.

### **(e) Type of organization.**

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;

o Other \_\_\_\_\_.

(f) Common parent.

o Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

o Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

**K.8 GAO 52.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (APR 1984)**

- (a) Section 6041 of Title 26 of the U.S. Code requires Government Accountability Office to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from Government Accountability Office under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by Government Accountability Office of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by Government Accountability Office for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.
- (b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.
- \_\_\_\_\_

**K.9 GAO 52.214-73 FACSIMILE NUMBER**

The offeror shall indicate below the telephone number (if applicable) for which the Government may send written communication electronically.

\_\_\_\_\_

**K.10 GAO 52.215-85 FREEDOM OF INFORMATION ACT (FEB 1989)**

The Government Accountability Office (GAO) receives requests for proposal data on its procurements. Although these requests are made under the provisions of the Freedom of Information Act (FOIA), GAO is not subject to FOIA. However, GAO's disclosure policy 4. C.F.R. Part 81, generally follows the spirit of the act. Offerors shall identify below the specific data and corresponding page number(s) in their technical and cost proposals which they consider proprietary and not releasable because such release would cause competitive harm. Offerors must be prepared to demonstrate the specific nature and extent of the competitive harm. General unsupported allegations of competitive harm will not be accepted. Any portions of your proposal not listed below will be released upon receipt of an appropriate request without further referral to you.

DATA HEADING

PAGE NUMBER(S)



**K.11 GAO 52-215-76 GENERAL FINANCIAL AND ORGANIZATIONAL  
INFORMATION (APR 1984)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at the Government Accountability Office or update all outdated information on file.

(a) Contractor's Name: .....

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept): .....  
.....

(c) Telephone Number: .....

(d) Individual(s) to contact re this proposal: .....  
.....

(e) Cognizant Government:

Audit Agency: .....

Address: .....

Auditor: .....

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime  
contracts and subcontracts: \$.....

Government fixed-price prime contracts  
and subcontracts: \$.....

Commercial Sales: \$.....

Total Sales: \$.....

(2) Total Sales for first and second fiscal years immediately preceding last  
completed fiscal year.

Total Sales for First  
Preceding Fiscal Year \$.....

Total Sales for Second  
Preceding Fiscal Year \$.....

(g) Is company a separate rate entity or division?

.....

If a division or subsidiary corporation, name parent company:

.....

(h) Date Company Organized: .....

(i) Manpower:

Total Employees: .....

- Direct: .....  
 Indirect: .....  
 Standard Work Week (Hours): .....  
 (j) Commercial Products: .....  
 .....  
 (k) Attach a current organizational chart of the company.  
 (l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)
- |  | Estimated/<br>Actual Cost | Standard<br>Cost |
|--|---------------------------|------------------|
|--|---------------------------|------------------|

#### Estimating System

Job Order ..... ..

Process ..... ..

#### Accumulating System

Job Order ..... ..

Process ..... ..

Has your cost estimating system been approved by any Government agency? Yes  
 .... No .....

If yes, give name and location of agency: .....

Has your cost accumulation system been approved by any Government agency?  
 Yes .... No .....

If yes, give name and address of agency: .....

- (m) What is your fiscal year period? (Give month-to-month dates):  
 .....

What were the indirect cost rates for your last completed fiscal year?

Fiscal Year	Indirect Cost Rate	Basis of Allocation
----------------	-----------------------	------------------------

Fringe Benefits ..... ..

Overhead ..... ..

G&A Expense ..... ..

Other ..... ..

- (n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government agency? Yes .... No .....

If yes, name and location of the Government agency:  
 .....

Date of last preaward audit review by a Government agency:

(If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must

be furnished.)

(o) Cost estimating is performed by:

Accounting Department .....

Contracting Department .....

Other .....

(describe).

(p) Has system of control of Government property been approved by a Government agency? Yes ..... No .....

If yes, name and location of the Government agency:

.....

(q) Purchasing Procedures:

Are purchasing procedures written? Yes ..... No .....

Has your purchasing system been approved by a Government agency? Yes ..... No

.....

If yes, name and location of the Government agency:

.....

(r) Does your firm have an established written incentive compensation or bonus plan?

## SECTION L

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### **L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address :

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

Federal Acquisition Regulations (48CFR Chapter 1) Provisions

Number	Date	Title
52-214-34	APR 1984	Submission of Offers in the English Language

#### **L.2 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004) Alternate I (OCT 1997)**

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time", if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

- (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for

receipt of offers; or  
(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

- (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
  - (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
  - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
  - (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).
  - (e) Restriction on disclosure and use of data. Offerors that include in their proposals

data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

- (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.
- (5) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (6) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (7) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (8) A written award or acceptance of proposal mailed or otherwise furnished to

the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

- (9) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information if applicable:
- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
  - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (iv) A summary of the rationale for award.
  - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

### **L.3 GAO 52-215-75 ADDITIONAL REPRESENTATIONS, CERTIFICATIONS, AND STATEMENTS OF OFFEROR WHOSE PROPOSAL ARE IN THE COMPETITIVE RANGE (APR 1984)**

An Offeror whose proposal is determined to be within the competitive range will be requested to:

- (a) Certify the validity of all General Financial and Organizational Information (GFOI) currently on file at the Government Accountability Office;
- (b) Update all outdated GFOI on file at the Government Accountability Office; or
- (c) Provide all GFOI which may be required and which has not been previously provided.

### **L.4 GAO 52.212-78 PROPOSED CONTRACT START DATE--COMPLETION CONTRACTS (AUG 1984)**

The following provides guidance for offerors on estimating the contract start date. For proposal purposes, offerors should assume a contract start date of December 1, 2006.

### **L.5 GAO 52.215-73 A INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSALS (1991)**

Technical proposal instructions: Submit your technical proposal in an original and FIVE (5) copies as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal. Include the following elements in your



technical proposal (see also the Statement of Work and the Technical Evaluation Criteria):

### **1. Technical Approach and Management:**

The description of your technical approach should be specific, detailed, and complete in order to clearly and fully demonstrate that your firm understands the requirement. Proposals that rephrase the requirement will not be eligible for award. Phrases such as standard procedures will be employed and well known techniques will be used are not considered an adequate description. Although it is recognized that all of the technical factors cannot be detailed in advance, the techniques and procedures your firm proposes to follow in conjunction with the tasks to be performed must be described in as much detail as the offeror considers necessary to fully explain its proposed technical approach and method.

Describe the principal tasks or subprojects to be undertaken together with a discussion of their relationships to each other. Discuss the considerations for selecting, performing and the time sequencing of the tasks or subprojects. Discuss the method of project control to be applied to the project to ensure timely, professional and quality performance. Describe the physical facilities and equipment to be used. If consultants, advisors or subcontractors are to be used, describe their roles and working relationships.

Your technical approach to problem solution and/or avoidance should be discussed. Your proposal must address how issues will be escalated in a timely manner and at the right levels. The offeror must clearly state its plan for project management.

### **2. Experience, Corporate Capability and Past Performance**

The proposal must list all clients (government and private) with which the offeror has conducted business during the past five years for the same or similar services described in the statement of work. The offeror should provide a list of all their projects with detailed descriptions of the project. GAO will contact all references. Your company agrees that GAO can contact all listed references, use the attached references and use the attached reference check form (Section J, Attachment C) to question them and use their answers to evaluate your proposal.

The proposal must include a description of the contractor's general background, skills, experience, and expertise and how these attributes will enable the contractor to satisfy the scope of work, the requirements and qualifications and the specified tasks found in the statement of work.

The proposal must include a detailed explanation regarding what the contractors business in the past 5 years has prepared it to satisfy the requirements of the scope of

work, the requirements and qualifications related in the statement of work. The contractor must provide documentation of work completed within the past 3 years which is similar or identical to this requirement, especially for other government agencies. Documentation must include names, addresses, telephone numbers, and contact numbers, especially for other government agencies. It must specify in a similar manner any subcontracts or consultants to be used. See sample reference check form.

### **3. Key Technical Personnel:**

Successful performance of work under this contract will depend heavily on the qualifications and experience of the individual or individuals assigned to the project. When evaluating the proposals, GAO will place considerable emphasis on the commitment by the contractor of personnel qualified for the work. The number of individuals assigned to the project is of much less importance than the expertise of assigned personnel in the area of Digitizing Legislative Histories. This section must include sufficient information for judging the competence and accomplishments of personnel who will perform in the statement of work. Resumes must contain experience needed to meet GAO requirements. The contractor must also include information and experiences needed to meet GAO requirements. The contractor must also include information and commitment of key personnel for this contract.

### **L. 6 GAO 52.215-79 TECHNICAL QUESTIONS (APR 1984)**

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. The Government Accountability Office must receive the questions no later than **12:00 Noon EST Thursday, September 28, 2006**. The Government Accountability Office will answer questions which may affect offers in an amendment to the solicitation. The Government Accountability Office will not reference the source of the questions. Authorization is granted to electronically transmit questions to the issuing office. (THIS AUTHORIZATION IS NOT EXTENDED TO SUBMISSION OF PROPOSALS.) THE FACSIMILE NUMBER FOR THIS OFFICE ONLY IS (202) 512-3999.

### **L.7 Site Visit**

The Government Accountability Office will conduct a site visit on **Thursday, September 21, 2006 at 10:00 AM EST**. Please note that this site visit is NOT considered a pre-proposal conference. Therefore, questions will not be answered during the visit. Offerors are encouraged to take notes and write down questions. Questions resulting from the visit should be emailed to [ennisd@gao.gov](mailto:ennisd@gao.gov) or faxed to 202-512-3999.

Offerors planning to attend the site visit should provide written notification to the contract specialist at least 24 hours prior to the site visit. Such notification must include the names and titles of the individuals planning to attend. The site visit is not mandatory.

### **L.8 GAO 52.215-84 SUBMISSION OF BIDS/PROPOSALS/QUOTATIONS AND ALL OTHER FORMS OF CORRESPONDENCE (JUN 1995)**

The location to which bids/proposals/quotations and all other forms of correspondence are to be submitted is:

U.S. Government Accountability Office  
Office of Acquisition Management  
441 G St., N.W., Room 6B50  
Washington, D.C. 20548  
Attn: Deloris Ennis  
RFP- OAM-2007-N- 0003  
**Due Date: October 31, 2006**  
**Due Time: 12:00 Noon EST**

## SECTION M

### EVALUATION FACTORS FOR AWARD

#### M.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions 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. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address (es):

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

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) PROVISIONS

NUMBER	DATE	TITLE
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NONE BY REFERENCE

#### M.2 52.215-71 EVALUATION-FACTORS FOR AWARD (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government.

(b) Technical Evaluation Criteria

##### 1. Technical Approach 40 Possible Points

The offeror must provide a sound and feasible technical approach which clearly describes how the offeror plans to meet the requirements outlined in the statement of work. The offeror must demonstrate that it understands the management and administrative process required to ensure that appropriate levels of attention are given to this project. The offeror must clearly describe its approach to problem solution and/or avoidance and escalation of issues in a timely manner and at the right levels. The offeror must provide a clear, detailed and feasible plan for project management.

## **2. Experience, Corporate Capability, and Past Performance 30 Possible Points**

The offeror must clearly demonstrate that it possesses corporate experience, capabilities and a successful record of past performance in projects in similar scope, size and complexity involving the digitization of similar collections of documents. The offeror must provide the information in Section L.

Further, offerors are advised that, in investigating a firm's past performance, GAO will consider information in the firm's proposal and information obtained from other sources, including past and present customers and their employees, and other government agencies. Failure by a firm to provide evidence of performance on contracts of a similar nature will be considered in the firm's past performance evaluation. The offeror's proposal is subject to downgrade if past performance from references cannot be contacted based upon offeror provided information.

## **3. Key Technical Personnel 30 Possible Points**

Key Personnel proposed on the project will be evaluated to determine the extent to which they possess the qualifications required to ensure successful completion of this project. Resumes must be provided for any key personnel shown on the organizational chart and any other personnel to be used stating their special qualifications applicable to the performance of this project. If consultants, advisors or subcontractors are to be used, resumes of the key personnel must be provided.

Item 2

**Vendors**  
Federal Business Opportunities

## R -- No Cost Contract for the Purpose of Digitizing the GAO Legislative History Collection

### General Information

Document Type: Presolicitation Notice  
Solicitation Number: OAM-2007-N-0003  
Posted Date: May 23, 2006  
Original Response Date: Jun 23, 2006  
Current Response Date: Jun 23, 2006  
Archive Date: Jul 08, 2006  
Classification Code: R -- Professional, administrative, and management support services  
Naics Code: 561410 -- Document Preparation Services

### Contracting Office Address

U.S. Government Accountability Office, Acquisition Management, Acquisition Management, 441 G Street, NW, Washington, DC, 20548

### Description

A prospective offeror would have an opportunity to enter into a no cost contract with GAO to digitize the GAO Legislative History Collection in PDF format in return for access to this unique collection. The firm could then market and sell access to the digitized collection to cover the cost of digitization. The objective of this project is to provide GAO with high quality PDF images of existing hard and microfiche copies of public law legislative histories. Interested firms should submit their request for the solicitation to Deloris Ennis via email to [ennisd@gao.gov](mailto:ennisd@gao.gov) or by facsimile to (202) 512-3736 referencing Solicitation No. OAM-2007-N-0003.

### Point of Contact

Deloris Ennis, Contract Specialist, Phone 202-512-3736, Fax 202-512-3999, Email EnnisD@gao.gov

**Place of Performance**

Address: Contractor's Facility

Country: USA

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**Government-wide Numbered Notes**

**You may return to Business Opportunities at:**

- GAO GAOAM listed by [Posted Date]Classification Code]
- GAO Agencywide listed by [Posted Date]Classification Code]

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