

Item 3



GAO

Accountability • Integrity • Reliability

United States Government Accountability Office
Washington, DC 20548

3/27/2007

[REDACTED]
West Publishing Corporation
610 Opperman Drive
Eagan, MN 55123

Dear [REDACTED]:

Based upon our conference call of 3/23/2007, GAO is changing the coverage of its legislative history collection from 1915-1997 to 1915-1995 in its statement of work. The reasons for this are outlined below:

- The agency stopped creating official legislative histories on September 30, 1995
- The agency has 19 incomplete and possibly incorrect legislative histories created at the end of 1995 and during 1996 that are mostly appropriations and DOD authorizations. These do not meet GAO's standards for creating legislative histories and we are uncomfortable with representing these 19 incomplete legislative histories as part of GAO's official collection.
- The agency discovered that we have no legislative histories for 1997. (There was an error in our database list for these.)

I have revised the quantities in the statement of work and in the contract to reflect the change listed above. I am sending you an electronic copy of the contract for your signature. Two original contracts will be sent to you for signature under separate cover. Please execute one copy and return to GAO. We look forward to working with your company in the future.

Sincerely yours,

Robyn Dyson Towles
Robyn Dyson Towles
Contracting Officer

Enclosure

cc: cc list

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AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		Expiration Date: RATING		PAGE OF PAGES 1 1	
2. CONTRACT (Proc. Inst. Ident.) NO. 70130025			3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.		
5. ISSUED BY US Government Accountability Office 441 G. Street, NW Room 6B48 Washington, DC 29548			6. ADMINISTERED BY (If other than Item 5) CODE				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State & Zip Code) Thomson West 610 Opperman Drive Eagam, MN 55123				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below) Destination			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES TO THE ADDRESS SHOWN IN: (4 copies unless otherwise specified)		ITEM - See Block 12.	
CODE		FACILITY CODE					
11. SHIP TO/MARK FOR US GOVERNMENT ACCOUNTABILITY OFFICE 441 G. STREET, NW 6B48 WASHINGTON, DC 20548			12. PAYMENT WILL BE MADE BY CODE NOT APPLICABLE				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input checked="" type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()			14. ACCOUNTING AND APPROPRIATION DATA NA				
15A. ITEM NO.	15B. SUPPLIES/SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
	Estimated Qty of files to be digitized in Base Year				0.00	0.00	
15G. TOTAL AMOUNT OF CONTRACT							
16. TABLE OF CONTENTS							
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION		PAGE(S)
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein (Attachments are listed herein)				18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number OAM-2007-N-0003 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print) [Redacted]				20A. NAME OF CONTRACTING OFFICER [Redacted]			
19B. NAME OF CONTRACTOR BY [Redacted]		19C. DATE SIGNED 4/5/2007		20B. UNITED STATES OF AMERICA BY [Redacted]		20C. DATE SIGNED 3/30/2007	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

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SECTION B

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

All terms and conditions of this contract are in effect from Date of Award through December 31, 2007.

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	Estimated Quantity	Description	Price
1	20,597	Digitize the GAO Legislative History Collection	No Cost

The U.S. Government Accountability Office 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 access to digitized versions of existing paper and microfiche copies of federal legislative histories in perpetuity and at no cost to GAO.

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

Estimated Number of Files	Performance of Period
* [REDACTED] legislative history files	Date of Award - December 31, 2007
[REDACTED] legislative history files	Option I Period - January 1, 2008 December 31, 2008
[REDACTED] legislative history files	Option II Period - January 1, 2009 December 31, 2009
[REDACTED] legislative history files	Option III Period - January 1, 2010 December 30, 2010

* Note: Period of Performance is based on calendar year. Any adjustments in reference to estimated quantities will be made at the end of the calendar year if needed.

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.

End of Section

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, **Digitization of Legislative Histories** dated **January 12, 2007** and the **Final Proposal Revision dated February 12, 2007** 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.

End of Section

SECTION D
PACKAGING AND MARKING

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End of Section

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 fifteen (15) working days of notification and receipt of the original document from GAO to correct the deficiencies and resubmit the report/deliverable.
- (b) For the purposes of this clause, **Bonnie Mueller** 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

End of Section

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)

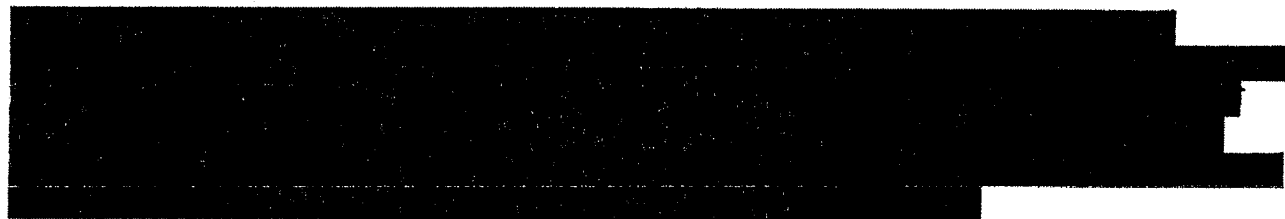
NUMBER	DATE	TITLE
52-242-15	Aug 1989	STOP WORK ORDER

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)

Estimated Number of Files	Performance of Period
* [REDACTED] legislative history files	Date of Award - December 31, 2007
[REDACTED] legislative history files	Option I Period January 1, 2008- December 31, 2008
[REDACTED] legislative history files	Option II Period January 1, 2009- December 31, 2009
[REDACTED] legislative history files	Option III Period January 1, 2010- December 31, 2010

*Note: Period of Performance is based on calendar year. Any adjustments in reference to estimated quantities will be made at the end of the calendar year if needed.



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 Date of Award through December 31, 2007.

End of Section

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:

Bonnie Mueller, muellerb@gao.gov
USGAO Knowledge Services - Information Services
441 G. Street, NW Room 7435
Washington, DC 20548
Telephone- 202-512-2659

The Contract Specialist responsible for administering this contract is:

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

GAO Technical Monitors on this contract is:

Ellen Swain- Manager Acquisitions & Contract Services
Email Address: SwainE@gao.gov
Telephone - 202-512-5754

Audrey Ruge- Law Librarian
Email Address: RugeA@gao.gov
Telephone - 202 512-4452

Maureen Cummings - Law Librarian
Email Address: CummingsM@gao.gov
Telephone - 202-512-4081

Kim Walton - Law Librarian
Email Address: WaltonK@gao.gov
Telephone - 202-512-5601

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	20,597	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..

End of Section

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	January 1, 2008	December 31, 2008
Option II	January 1, 2009	December 31, 2009
Option III	January 1, 2010	December 31, 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	January 1, 2008	December 31, 2008
Option II	January 1, 2009	December 31, 2009
Option III	January 1, 2010	December 31, 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 of 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.

End of Section

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):

FEDERAL ACQUISITION REGULATIONS (48CFR CHAPTER 1) CLAUSES

Number	Date	Title
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
52-223-6	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
52-245-9	Aug 2005	Use and Charges
52-253-1	Jan 1991	Computer Generated Forms

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.

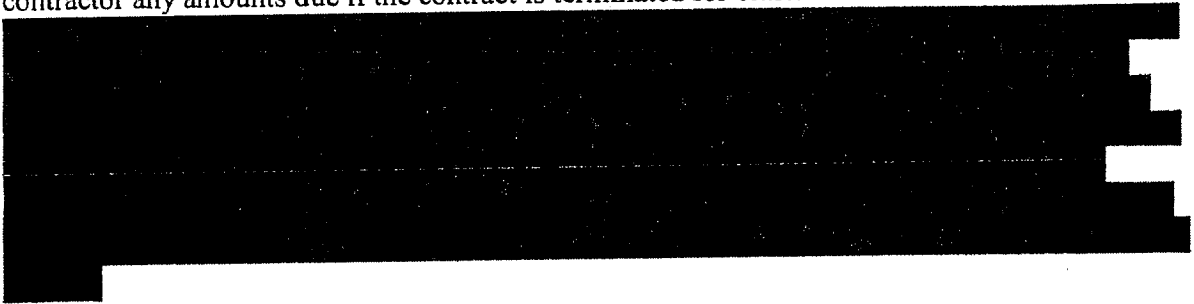
I.10 52-233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

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.

I.12 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.

End of Section

SECTION J

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF ATTACHMENTS

ATTACHMENT NUMBER	TITLE	NO PAGES
A	Statement of Work	6
B	Non-Disclosure Agreement	1
C	Organizational Conflict of Interest Certification	1
D	Thomson West Proposal dated January 12, 2007 and Revised Proposal dated February 12, 2007.	

End of Section

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 access to digitized versions of existing paper and microfiche copies of federal legislative histories in perpetuity and 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 20,597 legislative histories of most public laws from 1915 -1995. These histories, spanning the 64th – 104th 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 search ability 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.

FOIA Requirements: While GAO is not subject to the Freedom of Information Act (FOIA), GAO has regulations (4 CFR Part 81) that follow the spirit of FOIA. The paper or microfiche copies of the legislative histories (and possibly the PDF copies of the "GAO Materials" section) would be available for public inspection and copying. However, under GAO's public disclosure regulations, GAO charges a per page copy fee. Accordingly, any extensive copying would be expensive and the quality of the copies, for many of the histories would be poor.

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 in PDF files contained on DVDs. While they shall **not** be included in the collection that the contractor can use commercially, they can be included in the collection with access restricted to GAO only.

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.

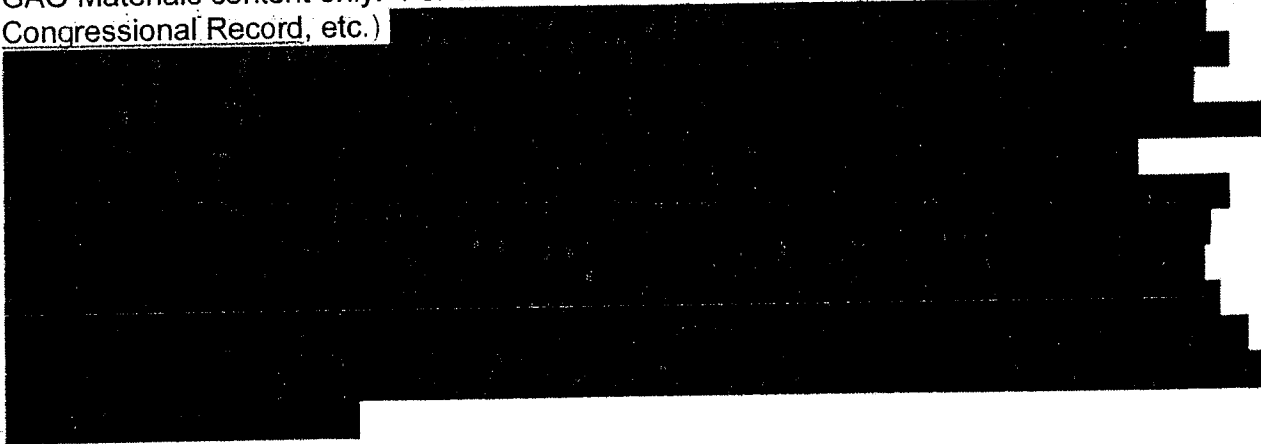
GAO will box up histories in numerical sequence by public law and folder number, and pack folders in labeled file boxes for pickup by the contractor in batches.

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 under linings 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.

Each PDF shall have Hidden Text for each page image. GAO requires PDF files for the GAO Materials content only. For all other non-GAO Materials, (public laws, committee, bills, Congressional Record, etc.)



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 "GAO Materials" content of the 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 GAO and other materials 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. All original source documents will be returned to GAO.

Upon return, GAO will check the paper copies of legislative histories for completeness and proper collation. The digitized images will be reviewed for clarity, legibility, and search ability and, within 30 - 45 days, GAO will notify the contractor of errors. Examples of errors include but are not limited to:

- Incomplete documents that are missing pages
- 2 or more documents incorrectly combined into one document
- Incorrect alignment of pages (upside down, sideways)
- Illegible pages (where the original is readable)

In the event of rejection of any report or deliverable, the contractor shall be notified in writing and shall have fifteen (15) working days of notification and receipt of the original document from GAO to correct the deficiencies and resubmit the report/deliverable.

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, [REDACTED]

The contractor shall deliver DVDs of the PDF files of the digitized "GAO Materials" content of the legislative histories through 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.

The contractor shall deliver DVDs of the PDF files of the digitized GAO Materials' content of the legislative histories clearly labeled with the public law numbers contained within.

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" which must be restricted to GAO access only.

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 as specified below:

- 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

[REDACTED]

[REDACTED]

[REDACTED]

Attachment B: 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

Thomson West
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

1/10/2007
Date

Thomson West
Firm name or affiliation

Certified:

Independent Contractor Administrator Signature

1-10-07
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.

Thomson West/
COMPANY/SUBCONTRACTOR/CONSULTANT

1/10/2007
DATE



In response to the
Request for Proposal for Digitization of Legislative Histories

Solicitation Number OAM-2007-N-0003

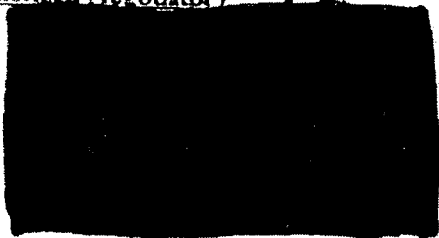
Submitted to the

United States Government Accountability Office
Acquisition Management
441 G Street N.W., Room 6B46
Washington, D.C. 20548
ATTN: Deloris Ennis, Contract Specialist

Submitted By

West, a Thomson business
(West Publishing Corporation)
610 Opperman Drive
Eagan, MN 55123
Phone: 651-687-7000
DUNS: 14-850-8286

Authorized Negotiator



Authorized Signatory



Submittal Date

January 12, 2007

West's Terms of Agreement: Please see envelope in front folder of binder for West's Terms of Agreement.

Confidentiality Statement: 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 3-29.

[REDACTED]
610 Opperman Drive
Eagan, MN 55123
Telephone [REDACTED]
Fax [REDACTED]
E-mail [REDACTED]



January 12, 2007

United States Government Accountability Office
Acquisition Management
441 G Street N.W., Room 6B46
Washington, D.C. 20548
ATTN: Deloris Ennis, Contract Specialist
RFP OAM-2007-N-0003

Re: West Response to Request for Digitization of Legislative Histories, OAM-2007-N-0003

Dear Ms. Ennis:

I am pleased to submit West's proposal to digitize the U.S. Government Accountability Office's collection of legislative histories from hard copy and microfiche formats to high quality, searchable PDF images at no cost to the GAO in return for access to this unique collection to market and resell.

West is the preeminent provider of legal and professional services to the U.S. and worldwide markets, proudly serving customers for over 135 years. West welcomes the opportunity to establish a partnership with the GAO to preserve this archival content and disseminate it to government entities and the legal community.

[REDACTED]

West has successfully completed numerous archival digitization projects of this magnitude and is uniquely positioned to complete this initiative for the GAO on schedule with high quality results. West appreciates the historical value of these rare and fragile documents and will exercise utmost care to preserve their integrity. You will find that our [REDACTED] scanning processes are firmly rooted in extensive experience and quality assurance. These successful processes will be customized to meet and exceed the expectations of the GAO.

[REDACTED]

We look forward to working with you to preserve and expand access to this rare collection. I would be pleased to discuss the details of West's proposal with you. Please contact me with any questions regarding West's proposal.

Sincerely,

[REDACTED]

West's Technical Proposal Table of Contents

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Objective

The objective of this proposal is to provide the U.S. Government Accountability Office (GAO) with searchable PDF images of its existing Legislative History Collection at no cost to the GAO, as required in Solicitation Number OAM-2007-N-0003. West will transform the GAO's extensive collection (estimated at 20,616 histories from 1915 to 1997) from hard copy and microfiche formats to text-searchable PDF documents. West will perform this work over the course of one base period (from date of contract award through September 30, 2007) and three optional one-year periods.

Executive Summary

West will digitize the GAO's collection of legislative histories at West's facility [REDACTED]

[REDACTED] These processes are then customized for each digitization project. This practice has proven quite successful in projects of similar magnitude (please see Experience, Corporate Capability and Past Performance on Page 22 for details).

West's Project Manager will work closely with West senior management and personnel to ensure the project is completed on time, delivers excellent results, and proceeds with streamlined communication. The Project Manager will work with the designated GAO representative to finalize schedules, documentation, and communication plans.

This proposal is designed to offer maximum flexibility to the GAO while providing a no-cost solution to the need to digitize the high volume of Legislative Histories. West's Project Manager will partner with the GAO representatives, West senior management, and support staff, applying West's proven management techniques to produce top quality results for the GAO on schedule.

[REDACTED]

West is pleased to offer a proposal that fulfills the GAO's requirements. West will deliver DVDs containing PDF images of the histories with every batch of original documents it returns to the GAO. Each batch will be returned in its original packaging, order, and condition.

[REDACTED] West brings expertise and industry-leading techniques to this project, ensuring that excellent results are delivered on schedule.

Benefits to GAO

[REDACTED]

In addition to delivering the required PDF images, [REDACTED]

[REDACTED]

Westlaw is powerful, easy to use, and preferred. West's state-of-the-art search methods enable users to retrieve results that could be difficult or even impossible to achieve using print resources. West constantly works to increase the speed and reliability of Westlaw while at the same time making the user experience easier and more flexible. An independent survey conducted in 2006 by the American Bar Association showed that Westlaw was preferred by 52.6% of respondents; the nearest competitor was preferred by only 37.1% of respondents.

GAO Legislative Histories on Westlaw

The Federal Legislative History Tab on Westlaw allows users to obtain legislative history content quickly by grouping content together by legislative action. In addition to standard Westlaw directory access to the GAO materials, West will provide access to the legislative histories on our customizable tabs. Below is a sample view of Westlaw's Federal Legislative History search screen, highlighting the integration of GAO legislative histories.

Westlaw

Findings RESEARCH DIRECTORIES KEYSEARCH COURT DOCS RITE MAN

Westlaw Legislative History - Fed

Shortcuts

Recent Developments:
Legislative History Updates

GAO Legislative Histories

Search these databases:

Recent Databases

Favorite Databases

View Westlaw Directory

View Federal Directory

Congressional Lawmaking Process

Executive initiative - presidential message

Bill introduced in House and/or Senate

Bill referred to committee

Committee hearings on bill, including testimony by witnesses

Bill reported out of committee

Legislative debate on bill

Bill passed ("enacted") by if passed in only one chamber, bill is introduced in the other and process is repeated

Bill passed by both houses ("enrolled")

President signs bill and it becomes law

Law is codified if it has general and permanent applicability

Copyright © 2006, Thomson West. | Privacy | Customer Service: 1-800-REF-ATTY (1-800-733-2889) | Help

Graphical Statutes on Westlaw

Westlaw offers Graphical Statutes for United States Code Annotated (USCA) content from 1996 to current. This feature allows users to view the timeline of the statutes, access the Public Laws amending the statute, and view the GAO's legislative history for the amendments. Below is a sample view of the Graphical Statutes display for Public Law containing GAO legislative history documents.

Westlaw

Legislative History - Fed

38 U.S.C. § 1117

Current: § 1117. Compensation for disabilities occurring in Persian Gulf War veterans

Key: [Key](#) | [List of Versions](#) | [Coverage](#)

Oct. 20, 1996

Oct. 21, 1996 to Dec. 26, 2001

Dec. 27, 2001 to Feb. 26, 2002

Mar. 01, 2002 to Jun. 14, 2008

Prior Text: 38 U.S.C. § 1117 § 1117. Compensation for disabilities...

Prior Text: 38 U.S.C. § 1117 § 1117. Compensation for disabilities...

Prior Text: 38 U.S.C. § 1117 § 1117. Compensation for disabilities...

Prior Text: 38 U.S.C. § 1117 § 1117. Compensation for disabilities...

Public Law: P.L. 103-446, 106-1, § 106(a)(1)

Public Law: P.L. 103-446, 106-1, § 106(a)(1)

Public Law: P.L. 105-277

Public Law: P.L. 107-103, 108-1, § 108(a)(1)

Public Law: P.L. 107-103, 108-1, § 108(a)(1)

GAO History: Veterans' Benefits Improvements Act of 1994

GAO History: Veterans' Benefits Improvements Act of 1994

GAO History: Veterans' Benefits Improvements Act of 1994

GAO History: Veterans' Benefits Improvements Act of 1994

Presidential Msg.: Wednesday, November 2, 1994. PRESIDENT SIGNING VETERANS BENEFITS... Nov. 2, 1994. 1995 U.S.C.A.N. 221-1. P.L. 103-446, VETERANS' BENEFITS... Nov. 2, 1994.

Presidential Msg.: Wednesday, November 2, 1994. PRESIDENT SIGNING VETERANS BENEFITS... Nov. 2, 1994. 1995 U.S.C.A.N. 221-1. P.L. 103-446, VETERANS' BENEFITS... Nov. 2, 1994.

Presidential Msg.: Wednesday, November 2, 1994. PRESIDENT SIGNING VETERANS BENEFITS... Nov. 2, 1994. 1995 U.S.C.A.N. 221-1. P.L. 103-446, VETERANS' BENEFITS... Nov. 2, 1994.

Presidential Msg.: Wednesday, November 2, 1994. PRESIDENT SIGNING VETERANS BENEFITS... Nov. 2, 1994. 1995 U.S.C.A.N. 221-1. P.L. 103-446, VETERANS' BENEFITS... Nov. 2, 1994.

Testimony: July 18, 2002. Federal Document Clearing House, Verbatim Transcript, Jul. 18, 2002. February 27, 2002. Federal Document Clearing House, Testimony, Senate, Feb. 27, 2002. § more §

Testimony: July 18, 2002. Federal Document Clearing House, Verbatim Transcript, Jul. 18, 2002. February 27, 2002. Federal Document Clearing House, Testimony, Senate, Feb. 27, 2002. § more §

Comp. Record: 140 Cong. Rec. H1552-02. EXECUTIVE COMMUNICATIONS, ETC. Dec. 1, 1994.

Comp. Record: 140 Cong. Rec. H1552-02. EXECUTIVE COMMUNICATIONS, ETC. Dec. 1, 1994.

Comp. Record: 140 Cong. Rec. H1552-02. EXECUTIVE COMMUNICATIONS, ETC. Dec. 1, 1994.

Comp. Record: 140 Cong. Rec. H1552-02. EXECUTIVE COMMUNICATIONS, ETC. Dec. 1, 1994.

Technical Approach and Management

Project Management Methodology

West's Project Management methodology is rooted in experience, excellent communication, unsurpassed quality, and schedule-driven deliverables. These strengths will be applied to the digitization of the GAO's Legislative History Collection to ensure that the GAO receives the best service and product available in the industry. Our methodology is based on six project phases:

1. Planning
2. Design and Development
3. Testing
4. GAO Evaluation
5. Production
6. Review

Note: The following project timeline assumes a start date of [REDACTED] to demonstrate duration and sequencing of initial project management tasks.

	Task Name	Duration	Start	Finish
1	Planning	[REDACTED]	[REDACTED]	[REDACTED]
2	Design and Development	[REDACTED]	[REDACTED]	[REDACTED]
3	Testing	[REDACTED]	[REDACTED]	[REDACTED]
4	GAO Evaluation	[REDACTED]	[REDACTED]	[REDACTED]
5	Production	[REDACTED]	[REDACTED]	[REDACTED]
6	Review	[REDACTED]	[REDACTED]	[REDACTED]

Below is a brief description of each step in the project management / control process and estimated duration for each step.

1. Planning: [REDACTED]

Careful communication and testing before production begins ensures that both parties understand and are satisfied with the process, their dependencies, roles, and options. The Project Manager is the West lead for this phase.

The planning stage is focused on establishing excellent communication, creating detailed documentation and laying the groundwork for thorough testing. West has proposed some details in the following steps. These are initial recommendations only; we will partner with the GAO to create plans that best meet the GAO's needs.

The following steps are included in the Planning Phase:

[REDACTED]

2. Design and Development:

[REDACTED]

3. Testing: [REDACTED]

Administer an end-to-end test of process with sample legislative history/histories and deliver results to GAO.

4. GAO Evaluation: [REDACTED]

GAO review and evaluate sample from the end-to-end process test. Meet to discuss and agree on any required revisions to process.

5. Production: [REDACTED]

Implement revised process and digitize archival documents based on agreed schedule.

6. Review: [REDACTED]

West and GAO meet for annual evaluation of project and reassessment of process and scope, as needed.

Project Management Roles

Project Manager

West's extensive experience in working with digitization projects of this magnitude will enable us to provide the GAO with the best quality service. In order to lead this project in the most efficient manner, West will assign a Project Manager, who will act as the central point of contact with the GAO and will be responsible for coordinating the efforts of all West departments in order to ensure successful project administration and performance. The Project Manager will partner with the GAO and with others internally at West to create and update the project plan.

[REDACTED]

The Project Manager is responsible for all planning activities and will work closely with the GAO during the Planning, Design and Development, Testing and GAO Evaluation Phases. [REDACTED]

[REDACTED]

[REDACTED] will be the assigned Project Manager. For more information on [REDACTED], please see Key Technical Personnel on Page 27.

Operations Manager

The Operations Manager will assume responsibility for the day-to-day activities during full production, [REDACTED]

[REDACTED] is West's Operations Manager. For more information on [REDACTED], please see Key Technical Personnel on Page 27.

West's Scanning Processes

[REDACTED] Hard Copy Scanning Process

The hard copy digitization consists of [REDACTED]

[REDACTED] Hard Copy Scanning Process

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In the event that the GAO needs access to a history in West's possession, [REDACTED]
[REDACTED] West can deliver it to the GAO within
48 hours of the request.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

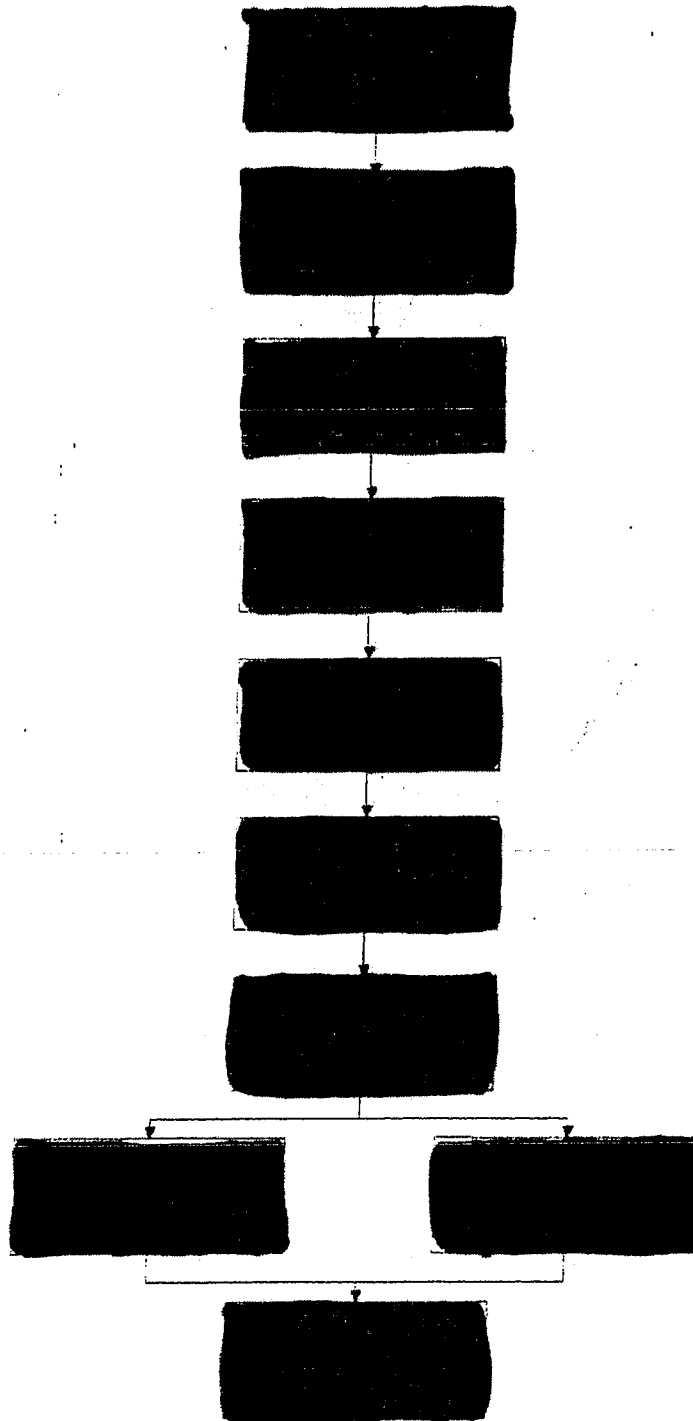
[REDACTED]

[REDACTED]

[REDACTED]

Below is a visual guide to [REDACTED] Hard Copy Scanning Process:

[REDACTED] Hard Copy Scanning Process



[REDACTED] **Microfiche Scanning Process**

The microfiche conversion process for the GAO Legislative History file project consists [REDACTED]
[REDACTED]

[REDACTED] Microfiche Scanning Process

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

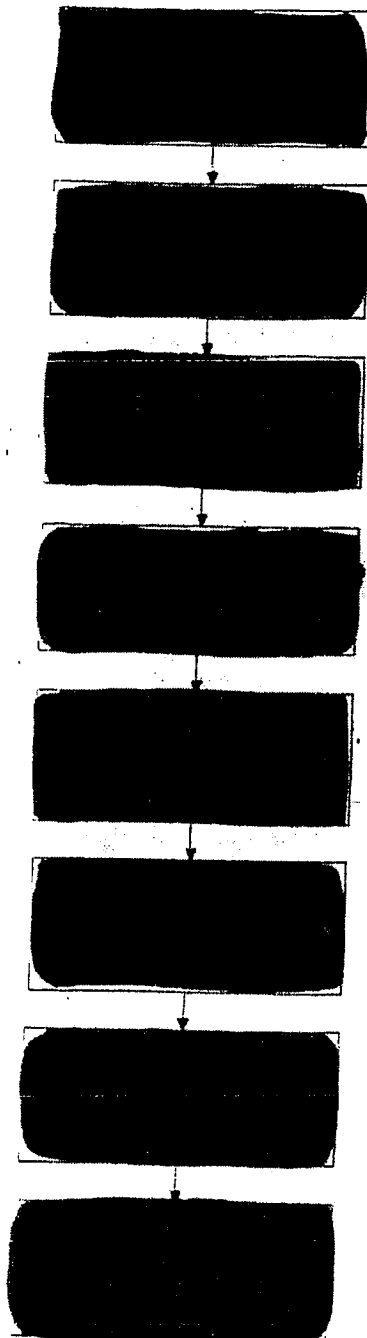
[REDACTED]

[REDACTED]



Below is a visual guide  Microfiche Scanning Process:

[REDACTED] Microfiche Scanning Process



Facility and Equipment

[REDACTED]

[REDACTED]

[REDACTED]

Risk Management

[REDACTED] scanning processes allow for careful and methodical processing of the GAO's archival legislative histories. [REDACTED]

[REDACTED]

West, which is home to one of the largest data centers in the Midwest, takes every precaution to guarantee the safety of computer equipment and data. To ensure uninterrupted Westlaw service, West operates two separate, redundant data centers. Each of these data centers, which provide a geographically dispersed network of computers, has enough capacity to handle a site outage for the majority of our users. In addition, West maintains a separate electrical power grid that ensures an uninterrupted power supply for West systems and facilities in the event that public utility power to the facility is lost. These precautions ensure that West leads the industry in system reliability.

West's expertly trained staff helps ensure that uninterrupted Westlaw and westlaw.com service is provided 24 hours a day, 7 days a week, 365 days a year. In contrast, other computer-assisted legal research providers shut down their systems regularly (e.g., nightly, weekly) for maintenance and updating.

West also has several security measures in place to protect data, including the following:

- Westlaw passwords and client IDs are automatically encrypted using Secure Sockets Layer (SSL) software. Users can also choose to make their entire Westlaw session secure.
- Westlaw.com data is stored in a separate and secure database server. A firewall between the Internet and the westlaw.com servers provides additional security.

- Back-ups of westlaw.com data occur nightly

West provides its customers with unmatched system reliability, accessibility, and security.

For additional information about West's systems and unparalleled system reliability and response times, please see Attachment E: Thomson Legal and Regulatory Data Center, Page 39.

Solid project management and streamlined communication at all levels, [REDACTED]
[REDACTED]

West routinely handles sensitive documents. We will apply the utmost care to ensure the privacy and confidentiality of all GAO material during digitization. [REDACTED]
[REDACTED]

West's experience alone mitigates a huge risk. West consistently delivers exceptional products and has done so for over 100 years. West is highly experienced with digitization of large collections of archival material; [REDACTED]

We have developed extremely reliable processing for hard copy and microfiche source material. [REDACTED]
[REDACTED]

[REDACTED] Based on the volume estimates provided in the RFP, West is very confident that we have the appropriate level of staffing and other resources needed to meet GAO requirements. [REDACTED]
[REDACTED]

Quality Control

Multiple checks verifying the quality and completeness of the documents and files are embedded into the conversion processes. Key aspects of these checks are:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

West is confident that our quality control measures will meet or exceed the expectations of the GAO and is open to adding additional checks if suggested by the GAO.

West has a long history of providing quality products and solutions to meet and exceed customer expectations. As evidenced in the following list of references, West has significant experience with digitization projects of comparable volume, age, condition, and sensitivity of documents to that of this GAO project. [REDACTED]

West's efficient, reliable, and [REDACTED] scanning processes are the result of our extensive experience with digitization projects. Our solid project management methodology, including a thorough Planning Phase and end-to-end test of the digitization process enable West to demonstrate our strength in delivering high-quality results that meet the GAO's requirements.

West Response to the Government Accountability Office Request for
Proposal for Digitization of Legislative Histories

Reference 1

Customer Name/Address:	[REDACTED]
Description of Services Provided:	[REDACTED]
Dates of Service:	[REDACTED]
Primary Contact Person:	[REDACTED]

Reference 2

Customer Name/Address:	[REDACTED]
Description of Services Provided:	[REDACTED]
Dates of Service:	[REDACTED]
Primary Contact Person:	[REDACTED]

Reference 3

Customer Name/Address:	[REDACTED]
Description of Services Provided:	[REDACTED]
Dates of Service:	[REDACTED]
Primary Contact Person:	[REDACTED]

Reference 4

Customer Name/Address:	[REDACTED]
Description of Services Provided:	[REDACTED]
Dates of Service:	[REDACTED]
Primary Contact Person:	[REDACTED]

Reference 5

Customer Name/Address:	[REDACTED]
Description of Services Provided:	[REDACTED]
Dates of Service:	[REDACTED]
Primary Contact Person:	[REDACTED]

Reference 6

Customer Name/Address:	[REDACTED]
Description of Services Provided:	[REDACTED]
Dates of Service:	[REDACTED]
Primary Contact Person:	[REDACTED]

Reference 7

Customer Name/Address:	[REDACTED]
Description of Services Provided:	[REDACTED]
Dates of Service:	[REDACTED]
Primary Contact Person:	[REDACTED]

Reference 8

Customer Name/Address:	[REDACTED]
Description of Services Provided:	[REDACTED]
Dates of Service:	[REDACTED]
Primary Contact Person:	[REDACTED]

Key Technical Personnel

West will assign the following highly experienced and qualified Key Technical Personnel to commit to the GAO legislative history digitization project. For more detail regarding their roles in the project, please see Project Management Roles on Page 8.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

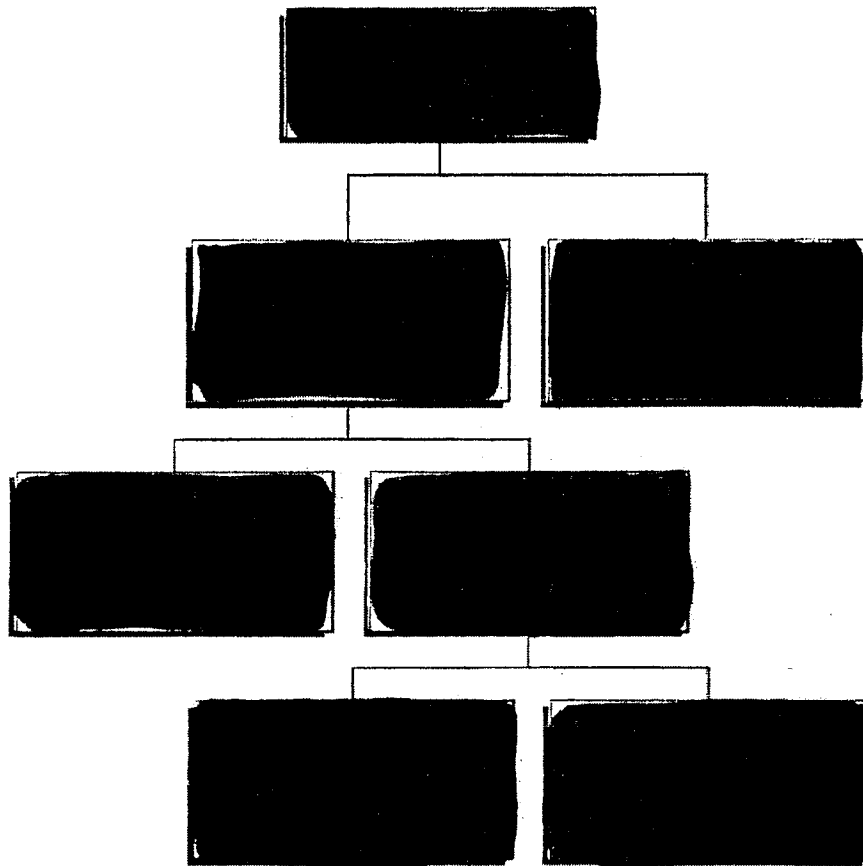
[REDACTED]

[REDACTED]

[REDACTED]

Below is an organizational chart depicting the reporting structure of the Key Technical Personnel.

Organizational Chart



Attachments

Attachment A: Representations, Certifications, and Other Statements of Offerors

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
____ N/A ____	_____	_____	_____

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: 14-850-8286

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.

Please see Experience, Corporate Capability and Past Performance on Page 22.

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).

- o **TIN: 41-1426973**
- o TIN has been applied for.
- o TIN is not required because:
 - o 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;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- o Sole proprietorship;
- o Partnership;
- x Corporate entity (not tax-exempt);**
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o 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.

x Name and TIN of common parent:

Name: Thomson Legal and Regulatory

TIN: 41-0606500

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.

N/A

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.

651-848-4657

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)

Please see West Proposal's cover sheet

Pages 3-29

Attachment B: Non-Disclosure Agreement

I, [REDACTED] 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

Thomson West
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: [REDACTED]

Print full name and title

[REDACTED]
Signature of full name

1/10/2007
Date

Thomson West
Firm name or affiliation

Certified:

[REDACTED] [REDACTED]
Independent Contractor Administrator Signature

1-10-07
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.

Thomson West/
COMPANY/SUBCONTRACTOR/CONSULTANT

1/10/2007
DATE

Attachment D: Acknowledgement of Amendment

West acknowledges receipt of the following amendments to the original RFP from the GAO:

Amendment 1, dated 10-24-06

Amendment 2, dated 12-6-06

Attachment E: Thomson Legal and Regulatory Data Center

Thomson Legal & Regulatory Data Center



Physical security

- Physical access to the data center is tightly controlled through multizoned, multilevel access controls and monitors
- 24/7 video surveillance, maintained for 30 days
- Access to critical areas is controlled by company-issued photo-ID card system

Data security

- Multiple layers of traffic filtering, intrusion detection systems, and anti-virus protection
- The data center employs a third-party security firm to provide 24x7 security monitoring and event analysis
- Other advanced security measures keep data and applications safe

Technical support

- Highly trained tech support staff available and on-site 24x7x365
- More than 500 IT, security, power, and other specialists support the infrastructure
- Proactive monitoring and troubleshooting for all platforms and networks
- The data center utilizes change, incident, inventory, and knowledge management systems with automated escalation to ensure high system and application availability and notification

IT infrastructure

- Large installed base of distributed and mainframe systems
- More than:
 - 25,000 Mainframe MIPS
 - 4,300 Intel stand-alone servers
 - 4,700 Intel Blades
 - 675 Unix servers
- Operating systems include: Z/OS, OS/390, Solaris, AIX, Microsoft® Windows®, Red-Hat, and Suse
- Other technologies include: Citrix and VMware
- Supported databases include: DB2 UDB, Microsoft SQL Server, Oracle, DB2 OS/390, ADABAS, and Sybase
- Internet access through one OC3 and three OC12 network pipes, fed from four different providers, transmit up to 2021 megabits per second
- High-speed corporate connections to 96 locations worldwide
- Large installed base of CISCO equipment
- Continuing commitment to upgrading our infrastructure

Data backup

- More than one petabyte of installed usable disk space
- Data is regularly backed up on tape, in automated and virtual systems
- Data is stored in different facilities as needed
- Critical data is stored in off-site vaults

Power

- N+1 design
- Power is supplied by two separate sub-stations
- Dual, simultaneous paths to critical IT equipment via color-coded systems
- Separate UPS systems sustain a full power load up to 15 minutes through power fluctuations
- Each data center facility has been configured with four 2 MW diesel generators, providing replacement power in the event that utility power is lost

Environmental control

- Six-foot-wide dry moat diverts water away from critical equipment
- All drinking and facility water lines are routed external to the data processing rooms
- Multiple cooling towers and air conditioning units provide uniform and redundant cooling distribution. These units are constantly monitored
- Data center accesses redundant water sources – including private wells

Fire suppression

- State-of-the-art early detection systems are used above and below the raised flooring
- Gaseous fire suppression systems deploy below the raised flooring
- A dry-pipe system for water backup is used as an ultimate fail-safe



Built from the ground up
for continuous operation.

Thomson Legal & Regulatory Data Center,
located in Eagan, Minnesota, has been
designed from its inception around
continuous operation. Our main campus has
two data center facilities with more than
75,000 square feet of critical high-density
raised floor space, utility-service-
independent power capacity, hardened
security features, and unparalleled
redundancy for critical systems.

Our data center is prepared for any scenario
that could possibly affect service – from
inclement weather to power failure to a
threatened security breach from any source.

Thomson Legal & Regulatory Data Center

If you would like more information about Thomson Legal &
Regulatory Data Center, a virtual tour is available on CD or online.
For more information call: 1-800-200-2544 option 3
or e-mail tlr.datacenter@thomson.com

Thomson Legal & Regulatory Data Center



In response to the
Request for Proposal for Digitization of Legislative Histories

Solicitation Number OAM-2007-N-0003

West's Terms of Agreement

West agrees to all terms and conditions except those noted below.

West believes that this is a valuable project that will serve a vital archival purpose and will result in greatly increased access to important historical information. In light of this we are willing to make a significant investment in this digitization effort.

Based on the site visit, information provided in the RFP, and other assumptions regarding the quantity and quality of the documents,

In accordance with the information provided by the GAO, West understands that the GAO will cooperate in the processing and categorization of the documents on this important project.

West understands that we will have the GAO's full cooperation in supplying regular batches of content to be digitized, inserting dividers between paper documents to indicate when to begin a new PDF document, indicating when documents should not be digitized due to privacy or other concerns, identifying all documents to be scanned for GAO purposes only, and answering West's questions in a timely manner.

[REDACTED]

[REDACTED]

West understands that the GAO will commit to the following:

[REDACTED]

THOMSON

WEST

Final Proposal Revision
In response to the
Request for Proposal for Digitization of Legislative Histories

Solicitation Number OAM-2007-N-0033

Submitted to the

United States Government Accountability Office
Acquisition Management
441 G Street N.W., Room 6B46
Washington, D.C. 20548
ATTN: Deloris Ennis, Contract Specialist

Submitted By

West, a Thomson business
(West Publishing Corporation)
610 Opperman Drive
Eagan, MN 55123
Phone: 651-687-7000
DUNS: 14-850-8286

Authorized Negotiator

Telephone
Fax
E-mail

Authorized Signatory

Submittal Date

February 12, 2007

Confidentiality Statement: 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 3-29.

**In response to the
Request for Proposal for Digitization of Legislative Histories**

Solicitation Number OAM-2007-N-0003

West's Final Proposal Revision, February 12, 2007

The following are West's responses to the technical questions presented by the Government Accountability Office, dated February 5, 2007. This document supplements West's Response to the Request for Proposal for Digitization of Legislative Histories and West's Terms of Agreement, dated January 12, 2007.

QUESTION 1: Terms and Conditions – Your company proposed exceptions to our solicitation that our agency cannot accept. We request that you delete the following exception:

[REDACTED]

[REDACTED]

[REDACTED] Your company must certify that this category of materials (including bill comments, internal GAO publications, routing sheets/notes containing substantive comments, memos, letters and testimonies) will not be part of the collection that your company may commercialize, [REDACTED]

[REDACTED]

It is important to clarify GAO's responsibilities with respect to requests for information under the Freedom of Information Act (FOIA). As referenced in question 4 to solicitation amendment 0001, GAO has responsibilities with respect to Freedom of Information Act (FOIA) requests. "While GAO is not subject to the Freedom of Information Act (FOIA), GAO has regulations (4 CFR Part 81) that follow the spirit of FOIA. The paper or microfiche copies of the legislative histories (and possibly the PDF copies of the "GAO Materials" section) would be available for public inspection and copying.

ANSWER 1: [REDACTED]

West agrees to provide the GAO with searchable PDF copies of "GAO use only" materials. [REDACTED]

[REDACTED] West certifies that all documents labeled by the GAO as "GAO use only" will only be delivered to the GAO [REDACTED]

QUESTION 2: [REDACTED]

[REDACTED]

ANSWER 2: West is very experienced in digitizing large archival document collections and is confident that the [REDACTED]

QUESTION 3: While your proposal provides an explanation of the document preparation process, there is not enough detail on how you plan to handle brittle, deteriorating pages without further damaging the original paper copy. Please provide more details.

ANSWER 3: West has extensive experience digitizing fragile archival documents, including those which are brittle and deteriorating. Fragile documents will be identified and flagged early in the process, and will be handled with utmost care by experienced technicians. [REDACTED]

QUESTION 4: Under the Quality Control section of your proposal, your company proposes that GAO review each history within 15 days of receipt for quality purposes and you will make corrections identified by GAO within 15 days of notification. GAO proposes that it will require between 30-45 days to review the documents for clarity, legibility and searchability. However, GAO would like to know if West would be willing to correct errors found at a later date (beyond the 15 day turn-around-time). Examples of errors could include but are not limited to:

- Incomplete documents that are missing pages
- 2 or more documents incorrectly combined into one document

- Incorrect alignment of pages (upside down, sideways)
- Illegible pages (where the original is readable)

These are errors that we would think that your company would have an economic interest in correcting in order to make the collection as commercially viable as possible.

ANSWER 4: West accepts the GAO's proposal to review digitized documents for quality purposes within 30-45 days of receipt. West agrees to apply corrections identified within the GAO's 30-45 day review within 15 days of notification and receipt of the original documents. [REDACTED]

QUESTION 5: Your company proposes [REDACTED]

ANSWER 5: [REDACTED]

QUESTION 6: [REDACTED]

ANSWER 6: No change required. [REDACTED]



Final Proposal Revision
In response to the Request for Proposal for Digitization of Legislative Histories

Solicitation Number OAM-2007-N-0003

West's Revised Terms of Agreement, February 12, 2007

West agrees to all terms and conditions as qualified below.

West believes that this is a valuable project that will serve a vital archival purpose and will result in greatly increased access to important historical information. In light of this we are willing to make a significant investment in this digitization effort.

Based on the site visit, information provided in the RFP, and other assumptions regarding the quantity and quality of the documents,

In accordance with the information provided by the GAO, West understands that the GAO will cooperate in the processing and categorization of the documents on this important project.

West understands that we will have the GAO's full cooperation in supplying regular batches of content to be digitized, inserting dividers between paper documents to indicate when to begin a new PDF document, indicating when documents should not be digitized due to privacy or other concerns, identifying all documents to be scanned for GAO purposes only, and answering West's questions in a timely manner.

[REDACTED]

West agrees to provide the GAO with searchable PDF copies of "GAO use only" materials. [REDACTED]

[REDACTED]



G A O

Accountability * Integrity * Reliability

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).

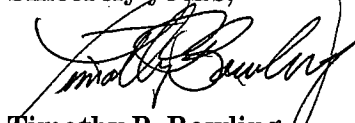
We identified the following records responsive to your request:

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