

Department of Justice

Automated Litigation Support Services (Mega 2)

User Guide

Issued By:

***Justice Management Division
Procurement Services Staff
1331 Pennsylvania Avenue, NW
National Place North, Suite 1000
Washington, DC 20530***

1. Introduction

On November 1, 2001, the Department of Justice (DOJ or Department) awarded four contracts for Automated Litigation Support Services (ALS). These are IDIQ (Indefinite Delivery/Indefinite Quantity) task order type contracts, with a one-year base period and four one-year option periods. The five-year expenditure ceiling on these contracts collectively is \$950 million.

In association with these ALS contracts, the Department also awarded one contract for Quality Assurance Services (QAS), on September 20, 2001. This is also an IDIQ task order contract, with a one-year base period and four one-year option periods. The five-year ceiling on this contract is \$10 million.

These contracts were awarded with the chief purpose of providing Automated Litigation Support Services to the litigating Divisions within the Department of Justice who participated in the procurement process. These Divisions, listed below, are considered the "Primary Users" of these contracts and each has an individual(s) designated as a Contracting Officer's Technical Representative (COTR) for each contract. The Civil Division is designated as the "Lead" COTR organization.

- Civil Division**
- Antitrust Division**
- Civil Rights Division**
- Criminal Division**
- Environment and Natural Resources Division**
- Executive Office for US Attorneys**
- Tax Division.**

The contracts are also available for use by other components of the DOJ and other Federal agencies under certain conditions. This "User Guide" provides a brief description of the litigation support program within the Department, information on the contracts, and guidelines governing use of the contracts.

2. Description of ALS Contracts

These contracts are tailored for the provision of Automated Litigation Support services. Use of these contracts for general purpose information technology or data processing support services is very limited; the Contracting Officer should be consulted for guidance in these situations. All four contracts are identical in scope--a "generic version" of the common contract terms and conditions and statement of work is also available on the DOJ web site.

Litigation support encompasses a wide range of services and products that help attorneys or other professional staff members acquire, organize, analyze, and present evidence. Through the use of professional litigation support services and advanced tools for litigation support, the litigating attorney

can use evidence and information effectively to win lawsuits. The types of litigation support provided under these contracts will generally fall into the following areas:

- ▶ **Document acquisition**, including researching, identifying, reviewing, and selecting relevant documents and other materials locally and in the field; organizing documents; numbering documents; creating file level indices; capturing document images; copying documents; preparing documents for production; developing and documenting procedures; and performing quality control.
- ▶ **Database creation**, including review of documents for relevance; level of treatment analysis; development of vocabulary control and other indexing tools; document coding and data entry; loading, updating and maintaining databases; information analysis and database design; setting up and implementing database systems; developing and documenting procedures; preparing database design, document coding, and data entry documentation; preparing and processing geographical information; and performing quality control.
- ▶ **Electronic data acquisition and production**, including extracting and converting data; restoration of email files; analyzing and reporting from a wide variety of data and formats received as a result of production from Government and non-Government sources, including adversaries; assistance in the production of electronic data to opposing counsel; and performing quality control.
- ▶ **Database utilization**, including performing searches and producing reports; training and assisting Government staff; preparing end user manuals; creating tools to assist end users and other system users; maintaining databases; and performing quality control.
- ▶ **Pre-trial and trial support**, including identifying, leasing, equipping, and staffing document center facilities, both locally and in the field; administering, operating, and maintaining equipment and other resources in support of litigation; providing discovery, pre-trial and trial support as needed - exhibit preparation, courtroom presentation assistance, courtroom/interview audio/visual services, PC support, graphics support, etc.; providing support to trial attorney staff in preparing filings for submission; legal and factual research; trial site support, including setting up trial site support facilities; developing document center procedures manuals and case-specific procedures; providing courtroom presentation support, including equipment for in-courtroom presentation, staff for assisting the trial attorneys in developing graphics and scripting their presentations, and in-courtroom staff for operating presentation equipment; and performing quality control.
- ▶ **Specialized professional services**, including professional language translation and interpretation, auditing and accounting services, statistical analysis and modeling, medical records review; and other consulting services requiring particular industry or subject matter expertise.
- ▶ **Contract and project management**, including coordination of different contractor components - sometimes even coordination of the efforts of several contractors; communication with the Government, sometimes with several Government components at

once; assessing automated litigation support requirements; identifying and obtaining necessary staff and other resources; training; establishing management plans and schedules, and managing contractor and subcontractor efforts to meet those objectives, both on specific projects and on a contract-wide basis; identifying problems and troubleshooting; preparing progress and status reports; quality control and quality assurance efforts required for contract performance; financial management; management of security, confidentiality, and conflict of interest issues.

Each Contractor is also responsible for providing contract and corporate level resources for performing all work ordered under the contracts, including management of those resources. This includes an unbillable overall contract management structure for the contract.

For informational purposes only, Attachment No. 1 includes a table of all product and services contract line items (CLINs). Each ALS contract also includes a credit provision (i.e., price reduction) for late delivery of most product CLINs.

3. Description of QAS Contract

The Quality Assurance Services contract is intended to complement the ALS contracts. The purpose of the Quality Assurance program is to (1) ensure that ALS Contractor deliverables are in compliance with ALS Contract specifications; and, (2) provide the basis for Government acceptance or rejection of ALS Contractor deliverables, in accordance with Contract specifications and requirements. Use of the QA contract is optional for all ALS contract users.

For informational purposes only, Attachment No. 2 includes a table of all CLINs. The QAS Contractor is required to perform the work out of its own fully furnished and equipped facility.

4. Contractors

ALS contracts were awarded to:

ACS Government Services, Inc.
Aspen Systems Corp.
CACI, Inc. - Commercial
Labat-Anderson, Inc.

The QAS contract was awarded to:

CEN Corporation. (Merged with **Andrulic Corp.** after contract award).

The ALS prime contractors are each supported by a number of subcontractors. Please note that, in general, since the contracts are intended to provide automated litigation support services, task

orders, services, work direction, payment, etc. will flow through these prime contractors. These contracts should not be viewed as vehicles which can be used to "get to" specific subcontractors.

5. Litigation Support Programs within DOJ

The DOJ currently has litigation support programs in seven of its litigating components - Civil, Environment and Natural Resources (ENRD), Antitrust, Civil Rights, Criminal, Tax, and the Executive Office for U.S. Attorneys. All seven programs consist of Government specialists who define case- or investigation-specific requirements and then manage contractor-provided case support using contracts designed for their unique and specific missions. Having decentralized, component-specific programs allows each Assistant Attorney General to quickly assemble support resources to meet litigation demands. Component litigation support staff are familiar with and committed to the mission of the organization they work for, and have developed experience in supplying support tailored to the component's specific litigation support needs.

DOJ litigation support staff in each of these components plan, direct, monitor, and evaluate Contractor-provided support. Functions of these staffs include:

- ▶ Obtaining and directing a contractor work force of flexible size and skills for using case-specific systems to assist in conducting investigations and preparing pre-trial and trial evidence.
- ▶ Designing and building databases and other litigation resources making use of document imaging and other technologies to provide management and control of case and investigation information.
- ▶ Identifying potential cases for receiving support, analyzing the operational requirements for these candidate cases, and recommending the nature of the support needed and the relative level of priority of each case.
- ▶ Developing procurements for the full spectrum of case-related information management services.
- ▶ Implementing and managing litigation support contracts to ensure deliverables meet quality specifications and court-imposed schedules.
- ▶ Preparing case support budget plans, monitoring spending, and recommending adjustments as cost and litigation priorities change.
- ▶ Meeting weekly with Contractor and Division staff to review activities and problems and to provide financial information about the volume of work delivered and the balance of funds available on the task orders.
- ▶ Educating the Division's legal staff on the use of litigation support so that attorneys consider its use when litigation circumstances warrant it.

- ▶ Researching the use of new technology for ALS which would enhance the cost-effectiveness of support operations.
- ▶ Providing access to, management of, and cost control for litigation support resources.
- ▶ Providing technical personnel to prepare specialized litigation support databases and products on an as-needed basis (i.e., GIS and imaging).
- ▶ Securing professional services for financial transaction analysis, translation of documents, and interpreters, and other case or investigation related needs.
- ▶ Providing litigation support equipment for use by Division employees.

6. Guidelines For Use By Other DOJ Components and Federal Agencies

The many uncertainties of litigation dictate that the ALS contracts be structured to accommodate a variety of methods for obtaining contractor support. Unfortunately, for the uninitiated, this translates into a complex set of contracts that can be difficult to use efficiently. Because of this, the Department does not feel that these contracts can be used properly in the absence of specific agency expertise in automated litigation support as a discipline. Accordingly, use of these contracts by other DOJ components and Federal agencies is separated into three different categories, as determined chiefly by agency expertise. Determination of an agency's level of expertise and appropriate method for using the contracts will be at the sole discretion of the Contracting Officer and the Lead COTR. Agencies who wish to make use of the Mega contracts should contact the Lead COTR at the address listed in Section 10 of this Guide.

- ▶ **Direct Use by Other DOJ Litigating Components:** Other components within the Department which already have recognized, well-established automated litigation support programs may make direct use of the ALS and/or QAS contracts with no user fee. In these instances, the Contracting Officer (CO) will designate an individual(s) as the COTR within the using component who will be responsible for preparing and submitting Task Order Requests to the CO, directing contractor work, approving invoices, etc. All COTRs under these contracts must meet DOJ qualification/appointment standards and participate in DOJ-internal coordinating meetings periodically, led by the Contracting Officer and by the Lead COTR. Requests by DOJ components to use the ALS or QAS contracts should be made to the Contracting Officer or the Lead COTR.
- ▶ **Direct Use by DOJ Non-Litigating Components and Other Federal Agencies:** Other users who can demonstrate sufficient knowledge of and expertise in automated litigation support may also be able to make "direct" use of the contracts. In these instances, the CO will designate an agency COTR who must meet DOJ qualification/appointment standards and will be responsible for preparing and submitting Task Order Requests to the CO, directing contractor work, approving invoices, etc. Agency COTRs will be subject to the same requirements as COTRs within the DOJ with respect to monitoring and reporting work, and

coordinating administrative matters through the Lead COTR. This direct usage is subject to a 2% fee to cover the cost of DOJ staff time associated with use of the contract, payable to the Lead COTR component of the Department of Justice. The requesting DOJ component/agency will provide funding through an Interagency Reimbursement Agreement (see Attachment No. 3). The entire estimated amount for the Task Order and for the user fee will be made available prior to award of the Task Order.

All direct usage of the contracts in this manner is at the discretion of the Contracting Officer. The Contracting Officer, with advice from the Lead COTR, will determine the agency's capabilities and expertise in automated litigation support. In general, agencies will be required to demonstrate that they have an active, established automated litigation support program which makes use of contractor services, and which is staffed with experienced litigation support professionals.

Agencies outside DOJ who wish to make direct use of the contracts should prepare and submit to the Contracting Officer:

- A description of the agency's litigation support organization, experience, and staffing.
 - A written description of the work to be performed, including estimated quantities, anticipated schedules, location of the work, etc. If there are special circumstances that recommend the use or exclusion of one particular Mega contractor, these should also be included. (See Section 5, "Ordering Procedures," below.)
- ▶ **DOJ-Managed Use:** Users without the internal capability to properly direct, monitor, and administer contractor litigation support work may make use of the contracts through one of the DOJ Primary User Divisions. In these instances, the Primary User Division will provide COTR and Case Manager services on behalf of the outside agency, and the agency will compensate the Primary User Division for these services via a 5% use fee based on the contractor invoices; this covers COTR and Case Manager time for managing the task order. Requests for DOJ-managed use of the contracts in this manner should be directed to the Contracting Officer or to the Lead COTR. The requesting agency will provide funding through an Interagency Reimbursement Agreement (see Attachment No. 3). The entire amount of the Task Order and the user fee will be made available under the Reimbursement Agreement prior to award of the Task Order.

7. Ordering Procedures

This section describes the ordering procedures for all users of these contracts. Preparation of a Task Order Package is the sole responsibility of the user organization. The package must include the following:

- ▶ **Funding Document:** For DOJ users this will be the Form DOJ-551, Requisition for Equipment, Supplies, or Services (see Attachment No. 4). For non-DOJ users this must also

include a copy of Form DOJ-216, Reimbursement Agreement (see Attachment No. 3), or equivalent.

- ▶ **Statement of Work:** Description of the nature, scope and complexity of the task, and specific performance requirements the contractor must meet. This must be in sufficient detail to allow the contractor to accurately plan, staff, schedule and estimate costs for the task order.
- ▶ **Place(s) of Performance:** Identify all (known) possible places of performance.
- ▶ **Period of Performance:** The start and end date of the work.
- ▶ **Security Requirements:** Identify whether access to classified materials may be required and, if yes, the level of security required for contractor personnel and contractor facilities. Must comply with Mega 2 contract and primary user Division security requirements.

The responsible COTR will add the following information to the package.

- ▶ **Cost Estimate by CLIN:** List the estimated quantities of all required products and services and compute the extended total (automated tools are available from the CO and COTR to assist with this calculation).
- ▶ **Task Order Award Recommendation (ALS Contracts Only):** Identify the contractor recommended for the task order award, how the selection was accomplished, and the justification for the selection recommendation (see following section for details).

For the ALS contracts, unless there are special circumstances to the contrary (see FAR 16.505(b)(2)), all task orders will be viewed as potential opportunities for all of the prime contractors. The user may exercise broad discretion in ensuring that each contractor is provided a fair opportunity to be considered for each task order award. Section H.2.2 of the contract identifies the following criteria that may be considered when selecting a contractor:

- ▶ Availability of Contractor resources given the litigation support plan timetable and the Contractor's existing workload;
- ▶ Suitability of Contractor's available resources given the nature of the requirements;
- ▶ Whether the work is a logical follow-on to a previous/on-going order issued under the contract;
- ▶ Potential conflicts of interest (see Section H.3 of the contract);
- ▶ Comparison of CLIN prices for the required products and services;
- ▶ Contractor's cost control history under orders for similar types of support; and
- ▶ Quality of the Contractor's past performance under orders for similar types of support.

In consultation with the CO, the user may employ any means available to ensure each contractor is afforded a fair opportunity, however, the procedure will generally follow one of the following paths:

- ▶ **Review Existing Documentation:** If adequate documentation is available to consider capability and cost for each contractor, it may not be necessary to contact each, or any of the contractors. The task order award recommendation must describe or include the information used as the basis for the selection.
- ▶ **Informal Competition:** If additional information is required from one or more contractors, but the extent of the information is limited (e.g., resumes for a small number of personnel), the user may contact the contractor(s) directly to obtain such information. The task order award recommendation must summarize the substance of these discussions and include a copy of information (as appropriate) used as the basis for the selection.
- ▶ **Formal Competition:** If additional detailed information is required from all four contractors to ensure each is provided a fair opportunity, the user must prepare, in addition to the statement of work, evaluation and selection criteria. This package must be furnished to all four contractors with instructions as to the content and form (oral or written) of their proposal. The user must also prepare an evaluation/selection plan to be followed during the proposal evaluation process. The extent and complexity of the plan and proposal content requirements should be commensurate with the scope and cost estimate of the case/project. Discussions may be conducted with the contractors to the extent deemed necessary by the user and the CO--the CO shall be the final arbiter with regard to the content and extent of discussions. The task order award recommendation must summarize the process utilized, results of the technical and cost evaluation, and include a copy of information (as appropriate) used as the basis for the selection

All task order award recommendations are subject to the approval of the CO. The CO is the only individual authorized to issue task orders under these contracts.

8. Past Performance Evaluations

As a condition of using these contracts, the user must prepare a formal evaluation report on and assign a performance rating to the Contractor's performance of the task order or group of task orders. For on-going, long term task orders, these reports may be required on an annual basis. These reports will be made available to the Contractor in accordance with FAR Section 42.15. The form to be used for these evaluations can be found in Attachment No. 5.

These reports are important as they will be considered in awarding follow-on task orders (see Section 6 above) and in the Government's unilateral exercise of option year renewals. The Department will make these reports available to Federal agencies seeking past performance information on the Contractors as part of a Federal contract procurement.

Past performance reports submitted by agencies or components other than the primary user Divisions will be reviewed by the responsible primary user Division or by the lead COTR prior to being placed in the file.

9. Additional Ground Rules

All work and services to be furnished under these contracts may only be ordered or confirmed by the placement of a task order by the DOJ Contracting Officer. Task orders may be issued orally, in writing or by electronic commerce methods. All oral orders must be confirmed in writing.

Only the Justice Management Division, Procurement Services Staff, is authorized to place orders directly with the Contractor.

The Contractors are not allowed to proceed with any work under a proposed task order unless authorized by the Contracting Officer. All task orders are subject to the terms and conditions of the contract. In the event of a conflict between a task order and the contract, the contract shall control.

Any order issued during the effective period of the contract and not completed within that period must be completed by the Contractor within the time specified in the order. In no event shall the completion date for any task order extend for a period of more than 120 days beyond the expiration date of the contract. In such instances, 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.

For those task orders issued on a time-and-material or labor-hour or on a not-to-exceed basis, the Government is not obligated to pay the Contractor any amount in excess of the total (ceiling) price identified in the task order, and the Contractor is not obligated to continue performance if to do so would exceed the applicable ceiling price, unless and until the Contracting Officer notifies the Contractor in writing that the applicable ceiling price has been increased and has specified in the notice a revised ceiling that constitutes the ceiling price for performance under the task order.

The Contractor is not obligated to fulfill any individual task order or series of task orders which individually or collectively require concurrent performance of individual CLINs in excess of the throughput limitations shown in the Section C.5 delivery requirements of the contract. For any CLIN not identifying a maximum throughput in Section C, there is no maximum order limitation.

10. Information Sources

The Contracting Officer for all four ALS contracts and the QAS contract is:

Pamela Pilz
Justice Management Division
Procurement Services Staff
1331 Pennsylvania Avenue, NW
National Place North, Suite 1000

Washington, DC 20530

Tel. (202) 307-1966
Fax (202) 307-1933
pamela.f.pilz@usdoj.gov

The Lead Contracting Officer's Technical Representative for all four ALS contracts and the QAS contract is:

Carl Kikuchi
Civil Division
1100 L Street, NW
Room 9100
Washington, DC 20530

Tel. (202) 616-5014
Fax (202) 616-5068
carl.kikuchi@usdoj.gov

11. List of Attachments

1. ALS CLINs
2. QAS CLINs
3. Reimbursement Agreement
4. Requisition for Equipment, Supplies or Services
5. Past Performance Evaluation

This attachment shows the majority of Contract Line Item Numbers (CLIN) for the Automated Litigation Support Services (ALS) contracts. Each contract contains the same CLINs, however, the unit prices vary by contract.

Attachment No. 1 - ALS Contract CLINs

TABLE B-1, PRODUCTS [Contractor Site, Washington, DC Area Place of Performance Except as Noted in Contract Section B.3(d)(1)]				
<i>CLIN</i>	<i>ITEM DESCRIPTION</i>	<i>REF.</i>	<i>UNIT</i>	<i>SCHEDULE</i>
01-1100	DOCUMENT ORGANIZATION			
01- 1101	Organize, Prepare, Index Document Collection	5.1.1	Page	Regular
01- 1102	Number Documents	5.1.2	Page	Regular
01- 1103	Prepare, Unitize Documents for Scanning	5.1.2	Page	Regular
01-1200	SCANNING TO DIGITAL IMAGE			
01- 1201	Scan to Digital Image - Contractor Site	5.1.3	Image	Regular
01- 1202	Scan to Digital Image - Contractor Site	5.1.3	Image	Accelerated
01- 1203	Scan to Digital Image - Not Contractor Site	5.1.3	Image	Regular
01- 1204	Scan to Digital Image - Not Contractor Site	5.1.3	Image	Accelerated
01- 1205	Scan to Digital Image from Microfilm	5.1.4	Image	Regular
37275	OPTICAL CHARACTER RECOGNITION			
01- 1301	OCR to ASCII Text - 95% Accuracy - From Digital Image	5.2.1	Image	Regular
01- 1302	OCR to ASCII Text - Machine Only - From Digital Image	5.2.1	Image	Regular
01- 1303	Scan to Image & OCR to Text - 95% Accuracy - From Paper	5.2.2	Page	Regular
01- 1304	Scan to Image & OCR to Text - 95% Accuracy - From Microfilm	5.2.2	Frame	Regular
01- 1305	Scan to Image & OCR to Text - Machine Only - From Paper	5.2.2	Page	Regular
01- 1306	Scan to Image & OCR to Text - Machine Only - From Microfilm	5.2.2	Frame	Regular
01-1400	BLOWBACK			
01- 1401	Blowback from Digital Image - Whole Media	5.3	Page	Regular
01- 1402	Blowback from Digital Image - Whole Media	5.3	Page	Accelerated
01- 1403	Blowback from Digital Image - Selected Images	5.3	Page	Regular
01- 1404	Blowback from Digital Image - Selected Images	5.3	Page	Accelerated
01-1500	PHOTOCOPYING			
01- 1501	Photocopy - 1st Copy	5.4	Copy	Regular
01- 1502	Photocopy -2nd & Subsequent Copies	5.4	Copy	Regular
01- 1503	Photocopy - 1st Copy	5.4	Copy	Accelerated
01- 1504	Photocopy - 2nd & Subsequent Copies	5.4	Copy	Accelerated

01-1600 ON-LINE CODING -- CONTRACTOR SITE				
01- 1601	On-Line Coding (OLC) Manual	5.5.1	Manual	Regular
01- 1602	OLC - Mini-Coding	5.5.2.1	DCF	Regular
01- 1603	OLC - Header Coding	5.5.2.2	DCF	Regular
01- 1604	OLC - Bibliographic	5.5.2.3	DCF	Regular
01- 1605	OLC - Bibliographic with Mentioned Names	5.5.2.4	DCF	Regular
01- 1606	OLC - Bibliographic with Mentioned Names & Subject Terms	5.5.2.5	DCF	Regular
01- 1607	OLC - Telephone Bills	5.5.2.6	DCF	Regular
01- 1608	OLC - Simple Invoices	5.5.2.7	DCF	Regular
01-1700 STANDARD IMAGE-ENABLED DATABASES				
01- 1701	Standard Image-Enabled Document Database	5.6.1	Database	Regular
01- 1702	Load Image and Data Files - Contractor Site	5.6.1	Image + Data	Regular
01- 1703	Standard Image-Enabled Phrase Label Database	5.6.1	Database	Regular
01- 1704	Load Image and Data Files - Contractor Site	5.6.1	Image + Data	Regular
01- 1705	Standard Image-Enabled Page Level Database	5.6.1	Database	
01- 1706	Load Image and Data Files - Contractor Site	5.6.1	Image + Data	
37263 STANDARD DATABASES				
01- 1801	Standard Document Database	5.6.2	Database	Regular
01- 1802	Load Data File - Contractor Site	5.6.2	Data File	Regular
01- 1803	Standard Phrase Label Database	5.6.2	Database	Regular
01- 1804	Load Data File - Contractor Site	5.6.2	Data File	Regular
01- 1805	Standard Transcript Database	5.6.2	Database	Regular
01- 1806	Load Data File - Contractor Site	5.6.2	Data File	Regular
01- 1807	Standard Telephone Record Database	5.6.2	Database	Regular
01- 1808	Load Data File - Contractor Site	5.6.2	Data File	Regular
01- 1809	Standard Simple Invoice Database	5.6.2	Database	Regular
01- 1810	Load Data File - Contractor Site	5.6.2	Data File	Regular
TABLE B-2, PRODUCTS (Contractor Site, Place of Performance as Noted in Contract Section B.3(d)(2))				
<i>CLIN</i>	<i>ITEM DESCRIPTION</i>	<i>REF.</i>	<i>UNIT</i>	<i>SCHEDULE</i>
02-1100 DOCUMENT ORGANIZATION				
02- 1101	Organize, Prepare, Index Document Collection	5.1.1	Page	Regular
02- 1102	Number Documents	5.1.2	Page	Regular
02-1200 SCANNING TO DIGITAL IMAGE				

02- 1201	Scan to Digital Image - Contractor Site	5.1.3	Image	Regular
02- 1202	Scan to Digital Image from Microfilm	5.1.4	Image	Regular
37306 OPTICAL CHARACTER RECOGNITION				
02- 1301	OCR to ASCII Text - 95% Accuracy - From Digital Image	5.2.1	Image	Regular
02- 1302	OCR to ASCII Text - Machine Only - From Digital Image	5.2.1	Image	Regular
02- 1303	Scan to Image and OCR to Text - 95% Accuracy - From Paper	5.2.2	Page	Regular
02- 1304	Scan to Image and OCR to Text - 95% Accuracy - From	5.2.2	Frame	Regular
02- 1305	Scan to Image and OCR to Text - Machine Only - From Paper	5.2.2	Page	Regular
02- 1306	Scan to Image and OCR to Text - Machine Only - From	5.2.2	Frame	Regular
02-1400 BLOWBACK				
02- 1401	Blowback from Digital Image - Whole Media	5.3	Page	Regular
02- 1402	Blowback from Digital Image - Selected Images	5.3	Page	Regular
02-1500 PHOTOCOPYING				
02- 1501	Photocopy - 1st Copy	5.4	Copy	Regular
02- 1502	Photocopy - 2nd & Subsequent Copies	5.4	Copy	Regular
02-1600 ON-LINE CODING -- CONTRACTOR SITE				
02- 1601	On-Line Coding (OLC) Manual	5.5.1	Manual	Regular
02- 1602	OLC - Mini-Coding	5.5.2.1	DCF	Regular
02- 1603	OLC - Header Coding for Imaging Database	5.5.2.2	DCF	Regular
02- 1604	OLC - Bibliographic	5.5.2.3	DCF	Regular
02- 1605	OLC - Bibliographic with Mentioned Names	5.5.2.4	DCF	Regular
02- 1606	OLC - Bibliographic with Mentioned Names & Subject Terms	5.5.2.5	DCF	Regular
02- 1607	OLC - Telephone Bills	5.5.2.6	DCF	Regular
02- 1608	OLC - Simple Invoices	5.5.2.7	DCF	Regular

TABLE B-3, SUPPORT SERVICES [Contractor Site, Washington, DC Place of Performance]

AND

TABLE B-4, SUPPORT SERVICES [NOT Contractor Site, Washington, DC Place of Performance]

<i>CLIN</i>	<i>ITEM DESCRIPTION</i>	<i>REF.</i>	<i>UNIT</i>	<i>SCHEDULE</i>
03/4-1100 BUNDLED SERVICES				
03/4- 1101	On-Line Coding Project Hour - CFE	6.2.5	Coding Prjct	Normal
03/4-1200 GENERAL LITIGATION SUPPORT				
03/4- 1201	Lead Project Manager	6.10.1.1	Hour	Normal
03/4- 1202	Project Manager	6.10.1.2	Hour	Normal

03/4- 1203	Project Supervisor	6.10.1.3	Hour	Normal
03/4- 1204	Task Supervisor	6.10.1.4	Hour	Normal
03/4- 1205	Document Management Analyst	6.10.1.5	Hour	Normal
03/4- 1206	Document Management Technician	6.10.1.6	Hour	Normal
03/4- 1207	Supervisory Paralegal	6.10.1.7	Hour	Normal
03/4- 1208	Law Clerk	6.10.1.8	Hour	Normal
03/4- 1209	Senior Paralegal	6.10.1.9	Hour	Normal
03/4- 1210	Paralegal	6.10.1.10	Hour	Normal
03/4- 1211	Librarian	6.10.1.11	Hour	Normal
03/4- 1212	Library Technician	6.10.1.12	Hour	Normal
03/4- 1213	Researcher/Interviewer	6.10.1.13	Hour	Normal
03/4- 1214	Supervisory Clerical	6.10.1.14	Hour	Normal
03/4- 1215	Clerical	6.10.1.15	Hour	Normal
03/4- 1216	Office Applications Specialist	6.10.1.16	Hour	Normal
03/4- 1217	Senior Word Processor	6.10.1.17	Hour	Normal
03/4- 1218	Word Processor	6.10.1.18	Hour	Normal
03/4- 1219	Receptionist	6.10.1.19	Hour	Normal
03/4-1300	OTHER LITIGATION SUPPORT			
03/4- 1301	Field Discovery Manager	6.10.1.20	Hour	Normal
03/4- 1302	Document Coder	6.10.1.21	Hour	Normal
03/4- 1303	Data Entry Technician	6.10.1.22	Hour	Normal
03/4- 1304	Scanner Operator - CFE	6.10.1.23	Hour	Normal
03/4- 1305	Scanner Operator - GFE/No Equipment	6.10.1.24	Hour	Normal
03/4-1400	TRIAL/COURTROOM PRESENTATION SUPPORT			
03/4- 1401	Graphics Specialist	6.10.1.25	Hour	Normal
03/4- 1402	Courtroom AV/Hardware Specialist	6.10.1.26	Hour	Normal
03/4- 1403	Courtroom Presentation Specialist	6.10.1.27	Hour	Normal
03/4-1500	INFORMATION TECHNOLOGY SUPPORT			
03/4- 1501	Systems Manager	6.10.1.29	Hour	Normal
03/4- 1502	Technical Analyst	6.10.1.30	Hour	Normal
03/4- 1503	Network Analyst/Engineer	6.10.1.31	Hour	Normal
03/4- 1504	Technical Writer	6.10.1.32	Hour	Normal
03/4- 1505	Senior Systems Analyst	6.10.1.33	Hour	Normal
03/4- 1506	Systems Analyst	6.10.1.34	Hour	Normal
03/4- 1507	Senior Programmer	6.10.1.35	Hour	Normal
03/4- 1508	Programmer	6.10.1.36	Hour	Normal
03/4- 1509	Senior System Administrator	6.10.1.37	Hour	Normal

03/4- 1510	System Administrator II	6.10.1.38	Hour	Normal
03/4- 1511	System Administrator I	6.10.1.39	Hour	Normal
03/4- 1512	Network Administrator	6.10.1.40	Hour	Normal
03/4- 1513	PC Technician	6.10.1.41	Hour	Normal
03/4- 1514	Application Manager	6.10.1.42	Hour	Normal
03/4- 1515	Help Desk Supervisor/Senior User Trainer	6.10.1.43	Hour	Normal
03/4- 1516	User Trainer/Senior User Support Specialist	6.10.1.44	Hour	Normal
03/4- 1517	Help Desk/User Support Specialist	6.10.1.45	Hour	Normal
03/4-1600	AUDITING/FINANCIAL ANALYSIS			
03/4- 1601	Audit Partner	6.10.1.46	Hour	Normal
03/4- 1602	Audit Manager	6.10.1.47	Hour	Normal
03/4- 1603	Senior Auditor	6.10.1.48	Hour	Normal
03/4- 1604	Auditor	6.10.1.49	Hour	Normal
03/4- 1605	Financial Analyst	6.10.1.50	Hour	Normal
03/4- 1606	Accounting Technician	6.10.1.51	Hour	Normal
03/4- 1607	Senior Statistician/Analyst	6.10.1.52	Hour	Normal
03/4- 1608	Statistician/Analyst	6.10.1.53	Hour	Normal
03/4- 1609	Fraud Examiner	6.10.1.54	Hour	Normal
03/4- 1610	Fraud Analyst	6.10.1.55	Hour	Normal
03/4-1700	TRANSLATOR/INTERPRETER			
03/4- 1701	Professional Translator - Spanish, French, German, Italian	6.10.1.56	Hour	Normal
03/4- 1702	Consecutive Interpreter - Spanish, French, German, Italian, Sign	6.10.1.57	Hour	Normal

The ALS contracts also include two additional tables that are not shown in this guide--Tables B-5 and B-6.

Table B-5 is used to place task orders for “long term” support services to be performed in locations outside the Washington, DC metropolitan area. The CLINs are identical to Tables B-3 and B-4; however, the actual prices for certain CLINs will depend upon the locality involved and the Department of Labor Wage Determination for that locality.

Table B-6 identifies the allowable “other direct costs” (ODC) that are not included in the unit prices for products and services under Tables B-1 through B-5. Table B-6 includes the “multiplier” that is applied against chargeable ODCs to cover administration and handling. The average multiplier for the four contracts is 1.08575; meaning, for \$100.00 in ODCs, the total (average) cost to the user is \$108.575.

This attachment shows the majority of Contract Line Item Numbers (CLIN) for the Quality Assurance Services (QAS) contract.

Attachment No. 2 - QAS Contract CLINs

TABLE B-1, QUALITY ASSURANCE SERVICES (Contractor Site, Washington, DC Place of				
<i>CLIN</i>	<i>ITEM DESCRIPTION</i>	<i>REF.</i>	<i>UNIT</i>	<i>SCHEDULE</i>
01-1100	GENERAL QUALITY ASSURANCE			
01-1101	Quality Assurance Manager	5.5.1	Hour	Normal
01-1102	Quality Assurance Task Leader	5.5.3	Hour	Normal
01-1103	Senior QA Reviewer	5.5.8	Hour	Normal
01-1104	Quality Assurance Reviewer	5.5.4	Hour	Normal
01-1105	Quality Assurance Reviewer - OT	5.5.4	Hour	Overtime
01-1106	Quality Assurance Clerk	5.5.5	Hour	Normal
01-1107	Quality Assurance Clerk - OT	5.5.5	Hour	Overtime
01-1108	Quality Assurance Statistician	5.5.6	Hour	Normal
01-1200	INFORMATION TECHNOLOGY SUPPORT			
01-1201	Senior QA Computer Analyst	5.5.7	Hour	Normal
01-1202	Quality Assurance Computer Analyst	5.5.2	Hour	Normal
01-1203	Quality Assurance Computer Analyst - OT	5.5.2	Hour	Overtime

The QAS contract also includes an additional table that is not shown in this guide--Table B-2.

Table B-2 identifies the allowable "other direct costs" (ODC) that are not included in the unit prices for services under Table B-1. Table B-2 includes the "multiplier" that is applied against chargeable ODCs to cover administration and handling. Contact the Contracting Officer for the actual multiplier under this contract.

Attachment No. 3 - Reimbursement Agreement, Form DOJ-216

U.S. Department of Justice
 Reimbursement Agreement Between Agencies

Bar Code

Parties to the Agreement:					
Provider Agency			Customer Agency		
Provider Cost Center	RCN	RCN Description	Customer Contact	Phone	
Provider Contact		Phone			
Customer Number		Customer Alias			
Provider Name			Customer Name (If billing address is different, specify on reverse side.)		
Address			Address		
City			State	Zip	
			City	State	Zip

Duration:
 This Agreement shall become effective on _____ and shall continue through _____

Provide the Following Services or Goods:
 Brief explanation of work or services to be performed and basis for determining cost:
 Provide for contractor services for
 Contractor Cost = \$ _____
 Administrative Fee = _____
 Total Cost = \$ _____

(Attach additional sheet for continuation of explanation, If necessary.)	Estimated amount
--	------------------

Customer Financing:
 (Customer agency will indicate accounting data to be charged by completing applicable blocks. Federal agencies will be billed by OPAC, except for billings among the OBDs and USMS, billings within an organization, and billings to the Department of Defense.)

Agency Location Code	Appropriation Symbol	Cost Center	YregDoc	Obl Month	Obl SOC	Pay SOC
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Other Accounting Information (Where applicable, multiple Obligation Month and SOC data should be identified in this block. Customers not using the FMIS may use this block to describe unique data required for their accounting system.)

Approvals:
 (See reverse side of form.)

Approved for Provider Office:	Approved for Customer Office:
Organization	Organization
Signature	Signature
Title	Title

When intrafund billing data are manually submitted to the billing office, the Provider Intrafund Data block on the reverse side must be completed by the provider of the goods or service.

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Provider Intrafund Data <i>(For crediting revenues to the Provider)</i>			
YRegDoc	Obligation Month	Obligation SOC	Payment SOC
Other Accounting Information <i>(Where applicable, multiple Obligation Month and SOC data should be identified in this block.)</i>			

Billing Address		
Name		
Address		
City	State	Zip
Contact	Phone	

Conditions of Agreement

1. Financing:

The charges for services shall include both direct and indirect costs applicable to the agreement. Advance payments are made on an estimated cost basis. If the estimated advance is different from the actual costs, proper adjustment (*refund or additional billing*) on the basis of the actual costs incurred shall be made upon completion of the work. (*The frequency of billing, such as monthly, quarterly, etc., must be stated in the narrative portion of the form.*)

2. Other Provisions:

Attachment No. 4 - Requisition for Equipment, Supplies or Services, Form

U.S. DEPARTMENT OF JUSTICE REQUISITION/ORDER FOR SUPPLIES OR SERVICES		1. Y REG DOC		2. Delivery/Purchase Order No.			
		3. Date Approved by COTR		4. Delivery/Purchase Order Date			
<small>NOTE: This order conforms to the instructions on this form only and is subject to the terms and conditions of the contract referenced in Block #12.</small> BUSINESS CLASS: <input type="checkbox"/> Small <input type="checkbox"/> Other Than Small <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Woman-Owned						5. Requisition No.	
6. To: JMD/Procurement Services Staff Attn: Pamela Pilz 1331 Pennsylvania Ave., NW Suite 1000 Washington, DC 20530			7. From:				
8. Source:			9. For Ordering Information Call: (Name, Telephone)				
			10. Required Delivery Date:				
			11. Place of Inspection and Acceptance: 11a. FOB Point:				
12. Contract No. 97-C-002			13. Signature of Approving Officer: _____				Date: _____
14. Cost Center Code			15. Title of Approving Officer:				
CLIN No. (16)	Description of Supplies or Services (17)	Leased in FY (18)	Quantity (19)	Unit of Issue (20)	Unit Price (21)	Amount (22)	SOC Code (23)
24. Deliver to: (Complete shipping address, including Zip code)			25. TOTAL: \$				

26. Mail Invoice To:	27. Discount Terms	28. Invoice No.	
Net 30 Days			
29. The above items are hereby ordered: UNITED STATES OF AMERICA BY (Signature)			NAME: Title: Contracting/Ordering Officer

1 of ___

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U.S. DEPARTMENT OF JUSTICE REQUISITION/ORDER FOR SUPPLIES OR SERVICES CONTINUATION FORM		1. Contract No.			2. Delivery/Purchase Order No.		
		3. Cost Center Code/Y REC DOC			4. Delivery/Purchase Order Date		
CLIN No. (16)	Description of Supplies or Services (17)	Leased in FY (18)	Quantity (19)	Unit of Issue (20)	Unit Price (21)	Amount (22)	SOC Code (23)

___ of ___

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DOJ FORM 551
Instructions for Ordering

<u>Box</u>	<u>Description</u> <u>Optional/Mandatory</u>	<u>Use</u>	
1.	Y REG DOC (Year/Register/Document Number)	Customer Assigns	M
2.	Delivery Order/Purchase Order Number	CO Assigns	M
3.	Date Approved by COTR	COTR Assigns	O
4.	Delivery Order/Purchase Order Date:	CO Assigns	M
5.	Requisition No.	Customer Assigns	O
6.	To	Customer Assigns	M
7.	From	Customer Assigns	M
8.	Source	Customer Assigns	M
9.	For Ordering Information (Person responsible for order)	Customer Assigns	M
10.	Required Delivery Date	COTR Assigns	O
11.	Place of Inspection and Acceptance	CO Assigns	M
11a.	Freight On Board (FOB) Point	CO Assigns	M
12.	Contract No.	CO/COTR Assigns	M
13.	Signature/Title of (Budget) w/date	Signature of approving officer/date of approval	M
14.	Cost Center Code	Customer Assigns	M
15.	Title of Approving Officer	Customer Assigns	M
16.	Clin No.	Customer Assigns	M

17.	Description	Customer Assigns	M
18.	Leased in FY (Use only if equipment is leased)	Customer Assigns	O
19.	Quantity	Customer Assigns	M
20.	Unit of Issue	Customer Assigns	M
21.	Unit Price	Customer Assigns	M
22.	Amount	Customer calculates	M
23.	SOC Code (Subobject Class Code from FMIS)	Customer assigns	M
24.	Deliver to	Customer generated	M
25.	Total	Customer generated	O
26.	Mail Invoice To	Customer generated	O
27.	Discount Terms	CO generated	O
28.	Invoice No.	Contractor/Customer generated	O
29.	Signature and Title of Contracting/Ordering Officer	CO/Ordering Official	M

Note: If #29 is not signed by a CO/Ordering Official, this document is not an official Delivery Order and the subject funds have not been officially obligated by the government.

Additional Remarks:

Attachment No. 5 - Past Performance Rating Form

<p>CONTRACTOR PERFORMANCE REPORT</p> <p><input type="checkbox"/> Final <input type="checkbox"/> Interim - Period Report: From _____ To _____</p>		
<p>1. Contractor Name and Address:(Identify Division)</p>	<p>2. Contract Number: _____</p> <p>3. Contract Value (Base Plus Options): _____</p> <p>4. Contract Award Date: _____</p> <p>Contract Completion Date: _____</p>	
<p>5. Type of Contract: (Check all that apply) -- <input type="checkbox"/> FP <input type="checkbox"/> FPI <input type="checkbox"/> FP-EPA <input type="checkbox"/> Award Fee <input type="checkbox"/> CPFF - Completion <input type="checkbox"/> CPFF - Term <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> ID/IQ <input type="checkbox"/> BOA <input type="checkbox"/> Requirements <input type="checkbox"/> Labor Hour <input type="checkbox"/> T&M <input type="checkbox"/> SBSA 8(a) <input type="checkbox"/> SBIR <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated <input type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive</p>		
<p>6. Description of Requirement:</p>		
<p>7. Ratings. Summarize contractor performance and circle in the column on the right the number which corresponds to the performance rating for each rating category. Please see page three for explanation of rating scale.</p>		
<p>Quality</p>	<p>Comments</p>	<p>0 1 2 3 4 +</p>
<p>Cost Control</p>	<p>Comments</p>	<p>0 1 2 3 4 +</p>
<p>Timeliness of Performance</p>	<p>Comments</p>	<p>0 1 2 3 4 +</p>

Business Relations	Comments	0 1 2 3 4 +
Customer Satisfaction (End Users)	Comments	0 1 2 3 4 +
Mean Score (Add the ratings above and divide by number of areas rated)		

8. Key Personnel

Project Manager Name _____ Employment Dates _____
 Comments/Rating _____

Name _____ Employment Dates _____
 Comments/Rating _____

Name _____ Employment Dates _____
 Comments/Rating _____

Name _____ Employment Dates _____
 Comments/Rating _____

Name _____ Employment Dates _____
 Comments/Rating _____

9. Would you select this firm again? Please explain.

10. Program Officer Name _____ Signature _____
 Phone/FAX/Internet Address _____ Date _____

11. Contractor's Review. Were comments, rebuttals, or additional information provided? No Yes. Please attach comments.

12. Contractor Name _____ Signature _____
 Phone/FAX/Internet Address _____ Date _____

13. Agency Review. Were contractor comments reviewed at a level above the contracting officer? <input type="checkbox"/> No <input type="checkbox"/> Yes. Please attach comments. Number of pages _____			
14. Final Ratings. Re-assess the Block 7 ratings based on contractor comments and agency review. Revise block 7 rating, if appropriate.			
Quality _____	Cost Control _____	Timeliness _____	Customer Satisfaction CA Team _____ End User _____
Mean Score (Add the ratings above and divide by number of areas rated)			
15. Contracting Officer Name		Signature	
Phone/FAX/Internet Address		Date	

RATING GUIDELINES

Summarize contractor performance in each of the rating areas. Assign each area a rating of 0 (Unsatisfactory), 1 (Poor), 2 (Fair), 3 (Good), 4 (Excellent), or ++ (Plus). Use the following instructions as guidance in making these evaluations. Ensure that this assessment is consistent with any other Agency assessments made (i.e., for payment of fee purposes).

	Quality of Product/Service	Cost Control	Timeliness of Performance	Business Relations
	<ul style="list-style-type: none"> -Compliance with contract requirements -Accuracy of reports -Appropriateness of personnel -Technical excellence 	<ul style="list-style-type: none"> -Within budget (over/under target costs) -Current, accurate, and complete billings -Relationship of negotiated costs to actuals -Cost efficiencies -Change orders issue 	<ul style="list-style-type: none"> -Met interim milestones -Reliable -Responsive to technical direction -Completed on time, including wrap-up and contract administration -No liquidated damages assessed 	<ul style="list-style-type: none"> -Effective management -Businesslike correspondence -Responsive to contract requirements -Prompt notification of problems -Reasonable/cooperative -Flexible -Pro-active -Effective contractor-recommended solutions -Effective small/small disadvantaged business subcontracting program
0. Unsatisfactory	Nonconformances are compromising the achievement of contract requirements, despite use of Agency resources.	Cost issues are compromising performance of contract requirements.	Delays are compromising the achievement of contract requirements, despite use of Agency resources.	Response to inquiries, technical/service/administrative issues is not effective and responsive.
1. Poor	Nonconformances require major Agency resources to ensure achievement of contract requirements.	Cost issues require major Agency resources to ensure achievement of contract requirements.	Delays require major Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is marginally effective and responsive.
2. Fair	Nonconformances require minor Agency resources to ensure achievement of contract requirements.	Cost issues require minor Agency resources to ensure achievement of contract requirements.	Delays require minor Agency resources to ensure achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is somewhat effective and responsive.
3. Good	Nonconformances do not impact achievement of contract requirements.	Cost issues do not impact achievement of contract requirements.	Delays do not impact achievement of contract requirements.	Response to inquiries, technical/service/administrative issues is usually effective and responsive.
4. Excellent	There are no quality problems.	There are no cost issues.	There are no delays.	Response to inquiries, technical/service/administrative issues

is effective and responsive.

++ PLUS The contractor has demonstrated an exceptional performance level in any of the above four categories that justifies adding a point to the score. It is expected that this rating will be used in those rare circumstances when contractor performance clearly exceeds the performance levels described as "Excellent."