

U.S. Department of Justice

Justice Management Division

Procurement Services Staff

Washington, D.C. 20530

August 14, 2002

EPIC.ORG Suite 200 1718 Connecticut Avenue NW Washington, DC 20009

Attn: Mr. Chris Hoofnagle

Legislative Counsel

Subject: Freedom of Information Request

Dear Mr. Hoofnagle:

Per Ms. Jennifer Paisner's letter of August 9, 2002, I have enclosed all of the documents that were released under FOIA #1779.

This action closes the FOIA #1794 request of August 9, 2002. Thank you for your interest in the Department's acquisition program.

Sincerely,

Nancy M. Feeney, CPCM Contracting Officer Procurement Services St

Procurement Services Staff Justice Management Division

Enclosures

CC: Jennifer Paisner

06/24/02 MON 07:30 FAX 202 514 0805 IRM/STS/CMS

U.S. DEPARTMENT OF JUSTICE				1. Y REG DOC 2. Delivery/Purchase Order No.						
REQUISITION/ORDER			2-59	-16	60	02-F-6-32	00.000			
SUPPLIES OR SERVICES			3. Date Approved by COTE . Delivery/Purchase Order Date							
		-				JUN 2 4 2002	2 .			
NOTE THIS ONLY CONTOURS LE THE MESTING OF THE SAME OF				By and as a spinor to the 5. Requisition No.						
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	ement Services Staff, CAS al Place Bldg., Suite 1000		1		., Suite 300					
	gton, D.C. 20530		Washing	ton, D.C	20530					
8. Source	12		2. For Order	ing Informa	tion Call: (Name,	Telephone				
ChoicePoint, Inc.					o; (202) 514-					
11350 Random Hills Road, Suite 240 Fairfax, VA 22030 ATTN: Steve Rubley phone: (703) 219-2508			10. Regulred	Dallvery D	ute:					
			11. Place of	Inspection t	and Acceptance: S	te SOW				
fax:				int:						
12, Contract	N-CA W	21100	13. Signatur	A Sppruvi	ng Official	Date:	/ -			
02-F-04				جستاج	alex N	11 mer 6/	20/02			
14. Cost Center Code 0T0940100704 OC: 2533			Assistant	,		<u> </u>				
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	Transportation access to Choic Point services from 6/20/02 to	ie								
	09/30/02.									
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24. Deliv	er to: (Complete shipping addres	ss, including Zip cod	e)		25. TOTAL:	\$ 3,500,000.00				
26. Mail	Invoice To:	27. Discount Terms		28.	Invoice No.	:				
29.The al	bove items are hereby ordered:		NAME:							
	STATES OF AMERICA	Title:	Contraction	ng/Order	ring Officer					
	· formal files					FORM-DOI-SET				

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SEP 25	2001 A BEOU	02-F-0464	a. NAME OF CONSIGNEE				
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	(Address correspondence to)						
U.S. Departmen	t of Justice, Procurement	Services Staff	c. CITY		d	STATE e ZIP C	ODE
	7. TO:		1. SHIP VIA				
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b. COMPANY NAME			.18				
Choicepoint, Inc).		a. PURCHASE			LIVERY - Exc	
C. STREET ADDRES			REFERENCE YOUR: Please furnish the follow	ing on the	order is	subject to instruction	ns contained on
d, CITY	Hills Road, Suite 240	e, STATE 1. ZIP CODE	terms and conditions specifications of this order and on t	he attached	subject	to the terms and combered contract	anditions of the
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	13. PLACE OF b. ACCEPTANCE						
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OPTIONAL FORM 347 (REV. 6/95) Prescribed by GSA/FAR 48 CFR 53.213(e)

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Fairfax, VA 22030			10A. MODIFIC	CATION OF CONTRACY/ORDER NO
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02-F-0464 Modification 0001 Page 2

I. PURPOSE

The purpose of this modification is to update, per ChoicePoint's letter of April 3, 2002, the DOJ Order to include several products and services on ChoicePoint's General Services Administraton (GSA) Schedule, Contract Number: GS-23F-0387K.

II. CONTRACT SECTIONS MODIFIED

The attached Pricing Schedules C, D, E and F are added to the order.

III. OTHER CONSIDERATIONS

No other areas in the contract are revised by this modification.

IV. CONTRACT COST/PRICE INCREASE/DECREASE

N/A

V. CONTRACT COST/PRICE SUMMARY

- A. Contract Term: 9/25/01 7/31/05
- B. Contract Type: BPA
- C. Original Contract Value: \$67,000.000.00
- D. Revised:
- N/AE. Obligations as of 4/8/02: \$11,000,000.00

END OF MODIFICATION

Pricing Schedule C

Workplace Solutions Pre-Employment Screening

Workplace Solutions Pre-Employment Screening

Product	- DO	DOJ Price		
Financial Report	S	8.10		
Education Verification	\$	10.80		
Employment Verification	\$	11.70		
Reference Verification	S	9.90		
Felony Check	\$	14,40		
Statewide Criminal Searches	\$	14,40		
Felony & Misdemeanor Check	\$	22.50		
Motor Vehicle Record	\$	2.93		
Workers' Compensation History	S	16.20		
Military Record	S	31.50		
State or Civil Litigation	\$ -	23.85		
Dtec (SSN Verification)	\$	2.70		
Professional Credential Verification	\$	14.40		

ChoicePoint provides package pricing for combinations of the elements listed above, which is negotiated on a case-by-case basis and dependent on the items required by each specific customer agency.

Volume discounting is available under the terms described in the attached GSA Schedule.

Pricing Schedule D

AutoTrackXP Online Public Record Data

AutoTrackXP offers Federal customers an additional interface for access to ChoicePoint's online public record information. ChoicePoint proposes adding AutoTrackXP to the DOJ order at the following per-unit prices:

Product	Price
Search	\$2.00
Link - Other Address	\$1.00
Link - Neighbor	\$1.00
Link - Other SSN	\$1.00
Smart Search	\$5.00
RT Phone Search	\$0.75
Basic Report	\$5.00
Nati Comp Report	\$10.00
Basic+Assoc Report	\$7.00
Nati Comp+Assoc Report	\$12,00
Business Comprehensive Report	\$15.00
DE Corps Business Search	\$10.00
DE Corps File Search	\$19.00
DE Corps Abstract Detail	\$9.00
Link 17	\$2.00
Provider Verification Search	\$1.50
Provider Business Report	\$7.00
Provider Individual Report	\$7.00
ABI Search	\$1.00
ABI Detail	\$1,00
ABI Detail Full	\$3.50
D&B Search	\$1.00
D&B Detail	\$1.10
D&B Detail Full	\$3.50
RT Vehicles	\$2.00
RT Drivers	\$2.00
Boats of the Nation	\$2,00
Corporations of the Nation	\$2,00
DEA Controlled Substance Licenses	\$2.00
Deed Transfers of the Nation	\$2.00
Drivers of the Nation	\$2.00
FAA Pilots and Aircraft	\$2.00
Faces of the Nation	\$2.00
FCC Marine Radio Licenses	\$2.00
Federal Employer Identification Numbers	\$2.00
Federal Firearms and Explosives	\$2.00
Licenses	72 ,
Liens, Judgements, and Bankruptcies	\$2,00
Professional Licenses of the Nation	\$2,00
Properties of the Nation	\$2.00
Significant Shareholder Records	\$2.00
Social Security Death Master Filings	\$2.00
Social Seculity Death Mastel Cilings	72144
UCC Liens of the Nation	\$2,00

Product	Price
USCG Documented Vessels	\$2.00
Vehicles of the Nation	\$2.00
Boat Manufacturers	\$2.00
Trademarks	\$2.00
Address Profiles	\$2.00
Broward Cty FL Felonies and	\$2.00
Misdemeanors	V 2.00
Broward Cty FL Warrants	\$2.00
Broward Cty FL Traffic Citations	\$2.00
FL Accidents	\$2.00
FL Attorneys	\$2.00
FL Banking Licenses	\$2.00
FL Beverage Licenses	\$2.00
FL Boat Registrations	\$2.00
FL Boating Citations	\$2.00.
FL Closed Claims	\$2,00
FL Concealed Weapons	\$2.00
FL Condos and Co-ops	\$2.00
FL Convicted Felony Offenders	\$2.00
FL Day Care Licenses	\$2.00
FL Department of Education	\$2,00
FL Divorces	\$2.00
FL Driver Licenses	\$2.00
FL Handicapped Parking Permits	\$2,00
FL Hotel and Restaurant Licenses	\$2.00
FL Insurance Agents	\$2.00
FL Lab Licenses	\$2.00
FL Marriages	\$2.00
FL Money Transmitters	\$2.00
FL Notary Licenses	\$2.00
FL Nursing Licenses	\$2.00
FL Real Estate Licenses	\$2.00
FL Salt Water Product Licensés FL Securities Dealers	\$2.00
FL Sexual Predators	\$2.00
FL Sweepstakes	\$2.00
FL Tangible Property	\$2.00
FL Tobacco Licenses	\$2.00
FL Unclaimed Property	\$2.00
FL Vehicle Registrations	\$2.00
FL Worker Compensation	\$2.00
FL Real Property	\$2.00
FL Medical Malpractice	\$2.00
Miami-Dade Cty FL Warrants	\$2.00
FL Statutes	\$2.00
Telephone Listings	\$0.00 \$ 2.00
RT Telephone Listings	\$2.00
Dallas Cty TX Criminal Histories	\$2.00
TX Beverage Licenses	\$2.00
TX Criminal Histories	\$2.00
TX Divorces	-\$2,00
TX Hunting and Fishing Licenses	\$2.00
TX Mamlages	\$2.00
TX Trademarks	\$2.00
TX Voter Registrations	\$2.00

GA Residents	\$2.00
NY Residents	\$2.00
OH Residents	\$2.00
OR Beverage Licenses	\$2.00

Additionally, ChoicePoint will offer DOJ customers flat-rate pricing for access to AutoTrackXP under a usage-based schedule. Customers wishing to obtain flat rate pricing for AutoTrackXP will be billed on a transactional basis for three months, under the pricing terms described above. After this three-month period, ChoicePoint will compute the average usage over the three-month period and apply a 10-30% discount (dependent on total volume) to this average to establish a monthly flat rate going forward. For example, if a customer agency averages \$10,000 in usage over the initial three-month period, ChoicePoint will charge a flat rate of \$7,000 per month for the duration of the customer's fiscal year. Flat rates will be renegotiated on an annual basis, dependent upon customer usage.

Pricing Schedule E

Description On Demand Searches International Searches	Price
Argentina Citizen Argentina Reverse Telephone	\$30.00 \$15.00
Argentina Telephone-Other	\$15.00
Argentina Ex/IM	\$75.00
Argentina Co. Details	\$40.00
Brazil Reverse Telephone	\$15.00
Brazil Telephone-Other	\$15.00
Brazil Ex/IM	\$75.00
Brazil Investor Profile	\$100.00
Brazil Co. Ownership	\$100.00
Brazil Company Staff	\$50.00
Brazil Company Details	\$40.00
Columbia Citizen	\$90.00
Columbia Co. Details	\$80.00
Costa Rica Citizen	\$30.00
Mexico Citizen	\$30.00
Mexico Driver's License	\$20.00
Mexico Vehicle ID	\$20.00
Mexico Reverse Telephone	\$15.00
Mexico Telephone-Other	\$15.00
Mexico Company Details	\$40.00
Multi-Nation Aircraft	\$10.00
Honduras Citizen Search	\$90.00
Nicaragua Citizen Search	\$90.00
Guatemala Citizen Search	\$90.00
Venezuela Citizen Search	\$90.00

02-F-0464 Modification 0001

Pricing Schedule F

Volume Discounts for Document Retrieval	strieval												
	Monthly	y Volume											
Product	÷	499	500 - 2499	¢s.	2500 - 4999	2000	5000 - 9999	10,000 - 19999	19999	20000 - 49999	49999	20	50€30 ÷
Financial Report*	s4	8.10	89 5	5.00	\$ 4.50	43	4.00	c 4	3.50	S	3.00	G	2.50
Education Verification	5	10.80	10	0.00	\$ 9.50	s	9.00	S	8.50	4	8.25	₩	8.00
Employment Verification	65	11.70	\$.11	11.00	10.50	s	10.00	4	9.00	8	8.50	\$	8.00
Reference Verification	•	6.90	G)	9.50	\$ 9.00	63	8.75	•	8.50	s	8.25	4	8.00
Felony Check	65	14.40	\$ 14.	14.00	13.50	s	13.00	S.	12.50	u	12.00	49	11.50
Statewide Criminal Searches	65	14.40	\$ 14.	14.00 \$	13.50	s	13.00	63	12.50	s	12.00	\$	11.50
Felony & Misdemeanor Check	65	22.50	\$ 22	22.00 \$	21.00	s	20.00	s	19.00	S	18.00	\$	17.00
Motor Vehicle Record	65	2.93	\$ 2	2.80 \$	2.75	s,	2.50	S	2.30	(A)	2.25	44	2.00
Workers' Compensation History	ur	16.20	\$ 16.	\$ 00.9	15.00	•	14.00	S	13.00	8	12.50	s	12.00
Military Record	us	31.50	\$ 31.	31.00 \$	31.75	¢#	31.50	4	31.25	s)	31.00	4	30.00
State or Civil Litigation	5	23.85	\$ 23.	23.00 \$	22.50	47	22.00	s	21.75	S	21.25	4	21.00
Dtec (SSN Verification)	ب	2.70	\$ 2.	2.50 \$	2.25	64	2.25	vs.	2.00	s	2.00	\$	1.75
Professional Credential	us.	14.40	\$ 14.	14.00 \$	13.50	•	13.00	S	12.50	s	12.00	w	11.00
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		n, DC 20530										
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		Cholcepoint, Inc.						FOBO	RIGIN		OTHER (See	s below)
		11350 Random Hills Road						9. DISCOUNT	FOR PROMI	PT PAYNE		
		Suite 240									***	
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poorbou	mind by f	return 4 copies to issuing affice, true or perform all the services set forth investion sheets for the consideration at se parties to this contract shall be sub ents: (a) this sward/contract, (b) the so seentations, certifications, and specifi eference herein. (Associated for listed here	vein.)		cont	rectiál (document is ne	Cessary.	•			
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Blanket Purchase Agreement for Access to Public Databases

The contractor shall provide access to public databases in accordance with the terms, conditions and statement of work contained herein. The following are incorporated by reference and made part of this agreement:

- 1. From contractor's technical proposal dated July 6, 2001: Section 1, Technical Approach, in its entirety.
- 2. Contractor's pricing proposal dated July 6, 2001, EXCEPT that all references to Subscriber Service Agreement (Attachment A) are EXCLUDED from this agreement. The contractor has agreed that this agreement is unnecessary.
- 3. Contractor's amended price proposal dated August 29, 2001.

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SUPPLIES OR SERVICES AND PRICES/COST

Pursuant to GSA Federal Supply Contract Number GS-23F-0387K, Choicepoint, Inc. agrees to the following terms of a Blanket Purchase Agreement (BPA) exclusively with the U.S. Department of Justice.

The following items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the GSA schedule contract except as noted below.

Schedule of Items and Prices

Pricing tables (6 pages) located after page 18. These prices are amended by the contractor's amended proposal of August 29, 2001 as follows:

- 1. Under Pricing Schedule A (Page 4 of price proposal), an additional pricing tier is inserted at 135 ports at a cost of \$4,350 per port.
- 2. Monthly flat rate pricing (Schedule A) will include 350 gateway searches per SUP per month via Discovery Plus.

The Contractor shall furnish all personnel and supervision required to perform the services as described in the Statement of Work (SOW). The services are to be required at the firm fixed unit prices set forth herein during the following time periods:

BASE YEAR: Date of Award through 365 days thereafter.

Base Year Flat Monthly Rate Schedule: Contractor shall provide a pricing schedule that indicates the monthly charges per User ID (UID). The schedule shall indicate the price breaks for various quantities of UIDs.

Base Year Transaction Based Rates: The Pricing Schedule shall indicate the unit prices for individual search types and information available. The schedule shall indicate the volume level discounts.

The prices for the base year will be firm and fixed at the time of award of this order. Prices may decrease to reflect decreases in the underlying GSA Schedule Contract; however, they may not increase during the base year. Items may be introduced during

the term of this order and included at prices to be agreed upon. In the flat monthly rate pricing, new search types or files that become available may be included at no additional charge to the Government; or, if there are significant Contractor costs or royalties to be paid, the Contractor may propose these new search types or files to the Government at additional rates. In the event of the latter, the Government has the option to decline the additional search types or files and rates, or negotiate and agree upon the additional monthly rates.

At the time of award of this order, the Contractor and the Government shall agree as to the number of UIDs for initial pricing purposes (currently there are 16,000 UIDs).

The flat monthly rate prices shall include all of the <u>online</u> transaction items listed in the Pricing Schedule at the time of award of the base delivery order. There shall be no additional costs for training, software, connection time, any leased lines connecting the contractor to the Government, or any additional equipment located at the Government. There are no additional charges for contractor employee technical support to assist in implementing or maintaining the leased line or additional equipment.

If the flat monthly rates have limitation on a individual search type, search field, or a defined number of searches per month, upon reaching the per monthly limitation, each customer who owns the UIDs will have the option of turning off its access to the limitation (while continuing to access other searches on a unlimited basis) or paying for the additional limitation on a transaction basis. On the first of the following month, the "normal" search capability is restored (if it was turned off) and a new monthly count begins for each UID. If the search comes back "no records found", that search will not count against the monthly search limit.

GSA regulations allow the award of options subject to the continued existence, terms, and prices of the underlying GSA Schedule contract. We have therefore decided to allow for four option years beyond the base year. The prices provided for the option years shall be equal to or better than those described below. If the then current underlying GSA Schedule indicates the prices should be better than below, the Government and the Contractor will negotiate and agree upon the prices prior to the exercise of each option period.

Term of BPA

This BPA is effective from the date of signature through the end of the GSA contract period which is currently **July 31, 2005**. Exercise of any of the above option years is at the unilateral discretion of the government, and only if the underlying GSA contract is in effect. If the GSA contract is extended beyond that date, or if a successor contract is

awarded to the Contractor, this BPA may be extended, by mutual written agreement of the parties. Any modification to this BPA for an authorized extension shall be processed by the Contracting Officer.

ORDERING METHODS

- (a) Written orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX or paper by designated personnel. The Contractor shall be required to deliver all services and deliverables as specified on the order. Normally orders will be placed unilaterally based on the line items and prices contained herein. The Contractor may be required to submit a written quotation based on a Statement of Work (SOW) issued by the Contracting Officer or the COTR. Each order will contain agreed to delivery terms and conditions. Contractor performance will be reviewed during annual reviews, and will affect the continued use of this BPA and the execution of extensions of this BPA or future BPAs.
- (b) A ceiling price will be established for each order issued under this BPA. The Contractor shall not make expenditures or incur obligations in the performance of any order which will exceed the ceiling price specified in the order, except at the Contractor's own risk.

ORDERING OFFICE

The following office is hereby authorized to place orders under this BPA:

U.S. Department of Justice Justice Management Division Procurement Services Staff National Place North Building, Suite 1000 1331 Pennsylvania Ave., NW Washington, DC 20530

For additional information on ordering procedures, please contact:

Nancy Feeney, Contracting Officer Procurement Services Staff Telephone: 202 307-1976

Fax: 202 307-1933

Estimates

The following estimates are based on historical usage and are intended to aid in proposing prices. No guarantees of any amount of services to be obtained/ordered are made.

onthly Users	Transaction Based			
16,000	8,500 Individual, plus 25,000 in 2 batches.			
20,000	Above + 25%			
25,000	Above + 25%			
30,000	Above + 25%			
38,000	Above + 25%			
	20,000 25,000 30,000 38,000			

<u>Unit Prices</u> The unit prices contained in these schedules are to include the costs of installation, transition and training services to be provided by the Contractor. If there are any separate charges for these services, or anything else, such as contractor provided hardware and software or access and online service charges, the Offeror/Contractor shall identify them up front in its proposal, and these costs will be taken into consideration in the evaluation for award. Separate charges identified by the Contractor after award will not be due and owing to the Contractor, and any resulting failure to perform will be considered a default.

Statement of Work

1.0 INTRODUCTION/BACKGROUND

The Department of Justice (DOJ) Telecommunications Services Staff (TSS) is responsible for providing telecommunications equipment, services, and operational support for DOJ components and other Government agencies. The TSS's responsibilities include the operation of a law enforcement store-and-forward message switching system known as the Justice Telecommunications system (JUST), which provides communications connectivity and gateway access to law enforcement information systems. These information systems provide law enforcement messaging and data base search capabilities. This order will also be used to provide data base search capabilities that will be utilized by the TSS customer environment.

For enhanced enforcement capabilities, TSS customers also require access to other public information (i.e., including but not limited to property ownership records, business licenses, and court judgments). Our user community constantly expresses an interest in enhancing existing services by including and maintaining access to public information through the TSS environment.

2.0 OBJECTIVE/SCOPE OF WORK

The TSS (hereafter referred to as "the Government") will use this order to allow our users to obtain access to public information through a commercial services provider. Centralized procurement and volume delivery of this service will allow the Government to obtain reduced costs by providing a single order, taking advantage of economy of scale. Our customers may be located anywhere within the fifty United States, the District of Columbia, the Commonwealth of Puerto Rico, and the U. S. Virgin Islands (some offices operate 24 hours per day, seven days a week).

3.0 TASK DESCRIPTION

3.1.1

Task 1.a. The Contractor shall have the capability of providing controlled dial-in access and controlled INTERNET access (for example, using personal identifiers and passwords) to local, state, regional, and nationwide data search services. This will provide our diverse user community with the opportunity to select an appropriate fee structure based on their organizational usage requirements. The services must be

available 7 days per week, 24 hours per day, including holidays. A mirrored system is required to ensure continuous operation at all times. This is to ensure a continuous operating environment during the busiest investigative hours. The contractor shall provide both a transaction based rate structure program and a monthly flat rate access based structure program.

Not all users will be permitted access to all available search capabilities. Therefore, the contractor shall have the capability to modify display screens to limit some users' access to specific functions, search services, or both. Search criteria must include the capability for the user to control the scope of the inquiry. These search services will include the capability to support, at a minimum, all of the following areas, on line, with automated results returned to the user within a reasonable time frame, 15 minutes maximum:

On-Line Requirements

- Locating people Nationally and Internationally (e.g., by surname, Social Security number, address, neighborhood, phone number data, also including On Line State Driver License Address Records and White Pages). International access must include, at a minimum, the countries of Mexico, Costa Rico, and Columbia.
- Providing access to business and consumer credit header information (including commercially available financial reporting services and primary credit bureaus -Experian, Equifax, and TransUnion)
- Asset identification and verification (i.e., businesses, real property ownership)
- Business credit investigation (including commercially available financial reporting services)
- · Provide data on real property, refinance and construction loans
- · Performing investigations of suspected fraud
- Verifying court filings and judgments
- Verifying dispute resolution actions
- Verifying outstanding liens including tax liens
- Accessing Uniform Commercial Code Index

- Accessing OSHA records
- Accessing Dun and Bradstreet information
- Verifying address history All addresses displayed on the subject must have a
 date and source of address information, at a minimum, for the last 5-year period
 clearly printed on the report
- Conducting Physician license, American Medical Association, and Nationwide Medical Doctor and Doctor of Osteopathy (MDDO) disciplinary actions, state disciplinary actions, and Federal Government Sanction information searches
- Conducting deceased information searches
- Verifying name and address information on individuals generated from insurance claim records
- Providing on line access to Driver License Numbers
- Verifying ownership of aircraft and water craft
- Verifying Nationwide ownership of land vehicles and trailers
- Perform searches where by the information can be bundled, such as addresses, phone number data, employer information on an individual and have the ability to present search data in a custom designed format
- Set a "flag" for an individual being searched, if new information appears in the database on this individual the UID that set the "flag" will be notified
- Access public record data via wireless data access i.e. (two-way pager, PDA devices)
- Search on a name using different variants i.e., (John R. Doe, Doe John, R. Doe,)
- Perform user defined "Batch" processing
- Based on an individual's address, the ability to identify questionable addresses i.e., (prisons, gun dealer)

- Import data from disparate internal and external sources for the purpose of linking data
- Vehicle Identification Numbers
- Interactive on-line training

Manual Requirements

- Capability to conduct manual searches off-line of court records, real estate records, Secretary of State filings, Securities and Exchange Commission and any other public record document filed at local, state or federal agencies
- Capability to conduct manual filing services of Uniform Commercial Code records

3.1.2 Task 1.b. Access Methodology

The INTERNET option must allow DOJ customers to access vendor's data via a standard Web Browser (i.e. Netscape Communicator, version 4.0 or Internet Explorer, version 4.0). For non-Internet customers, the Contractor shall provide Windows based front-end software to conduct searches. Connections to the vendor-provided services shall be local or "800 area" telephone calls and shall not be billed to the Government.

3.1.3 Task 1.c. Internet Access Security

At a minimum, the Contractor shall provide a Virtual Private Network (VPN) solution with authentication, encryption, and firewall protection for the INTERNET access. This is important because of the passing of user accounts and passwords over the INTERNET's open environment.

3.1.4 Task 1.d. Batch Processing

The Contractor shall have the capability to accept user automated batch transactions of any on-line searches (i.e. deceased records, bankruptcies, social security numbers, and real property searches). Periodically customers have a need to submit a large volume of automated batch searches to the Contractor's system to satisfy their query requirements.

3.1.5 Deliverables

The Contractor shall provide: (1) the services to all customers at the locations defined in the order; (2) the instructions and procedures to the operators on the effective use of the service; (3) the VPN solution capabilities as described in 3.1.3 Task 1.c to all users requiring INTERNET access; and, (4) the automated volume batch processing capabilities to all users requiring this functionality.

3.2.1 Task 2.a. Training

The Contractor shall provide initial on-site training for terminal operators to ensure they have the understanding to perform astute, accurate and cost-effective information searches. The training shall include a minimum of four hours instruction per operator. For locations with five or more operators to be trained, an on-site contractor representative shall conduct the training. The training shall be accomplished within thirty days of the date of software installation (re. Section 7.1.c). Training at sites not requiring installation of software shall be accomplished within thirty days of the date of award.

3.2.2 Task 2.b.

Training on specialized equipment or Contractor-specific software shall be accomplished at the time of its installation.

3.2.3 Deliverables:

The Contractor shall provide: (1) training for all system operators, and, (2) training manuals, reference guides, on-line assistance or other readily available guidance on the use of the service, including specialized equipment and Contractor-specific software which are required to be on site at time of training.

3.3.1 Task 3. Customer Support

The Contractor shall provide on-call customer assistance and trouble identification and resolution for dial up and INTERNET access users at no cost (e.g., via local call or "800 area" number) to customers for the duration of the order.

3.3.2 Deliverables:

The Contractor shall provide documented procedures for on-call customer assistance, notification of Contractor maintenance personnel, and escalating trouble calls procedures.

3.4.1 Task 4. Monthly Invoices

The Contractor shall provide (1) a consolidated monthly summary service invoice(s) covering all account activity incurred in the reporting period; and, (2) detailed monthly activity report(s) sorted by fee program, subscriber organization, office location (by address) and operator identification. At the Government's option a detail report(s) shall include actual services used: by date, time of day, and duration, with any additional charges, such as state-imposed surcharges, clearly explained. All billing submitted shall be in electronic format (format shall be able to be viewed, edited, and printed by the Government). There shall be no minimum charge per time period covered by each bill or for the duration of the order.

3.4.2 Deliverables:

Invoice(s) and report(s) shall be sent to the Department of Justice, JMD/IRM/TSS Contracting Officer's Technical Representative (COTR)via email. The Government does reserve the right to request paper invoices as needed.

3.5.1 Task 5. Customers' Funding Allotments

The government will provide to the contractor a complete list of each customers' total obligation for the current fiscal year for this service. During the course of the year customers may amend their funding amount to add additional funds. The Government will notify the contractor of any monetary amendments made to customer funding allotments, within five (5) days of receiving the amended dollar amount.

The Government may request that service be terminated when funds reach a defined level. The Government COTR will notify the contractor both verbally and via email when a customers' access is to be terminated.

3.5.2 Deliverable:

The contractor shall implement a process that will "flag" a customers' expenditures when they reach the Government's defined limits as described below. Customers that are being billed on a per search basis, will be "flagged" when their expenditures have reached 80% of their obligated dollar amount. Customers that are being billed on a flat rate, will be "flagged" when their expenditures have totaled the equivalent of 10 times their normal monthly rate. The Government COTR shall be notified by phone and email, within forty eight (48) hours of a customer reaching these defined limits.

4.0 STATUS REPORTING

The Contractor shall provide monthly billing invoices and detailed customer usage reports as discussed in Sections 3.4 and 3.5 above in lieu of formal status reports.

4.1 Deliverables:

Monthly billing invoices and detailed customer usage reports as discussed in Section 3.4.1 above.

5.0 GOVERNMENT FURNISHED PROPERTY

The Government's customers will provide standard personal computers (typical minimum resources will include a Pentium class or compatible microprocessor-based terminal) with basic telecommunications software, dial-up moderns (with a data transfer rate of at least 2.4 Kbps), and analog telephone lines.

6.0 TRAVEL

The Government anticipates no requirement for additional travel beyond the vendor's requirement for making the service initially available to each customer location. If the vendor determines that additional travel to a given site is necessary, the Ordering Officer's approval must be obtained prior to such travel on a case-by-case basis.

7.0 TRANSITION

7.1 Phase-In

The services covered under this order are essential to the continuity of the program. Therefore, it is critical that the transition from the current operation to a new order be accomplished in a well-planned, orderly, efficient and timely manner. The transition shall be completed within thirty (30) calendar days of award. At a minimum, the contractor shall:

7.1.a

Provide Contractor personnel that are completely familiar with the tasks to be performed, as described herein, and;

7.1.b

Provide key personnel that are reasonably familiar with the organization of the DOJ, including the DOJ mission and functions.

7.1.c

Provide sufficient staff to transition all current customers within thirty (30) calendar days following award, including the installation and testing of any necessary hardware or software, and training of user personnel (re. Sections 3.2.1 and 3.2.2).

7.1.d Government-Offered Assistance

It is the Contractor's responsibility for assuring that all project staff and backup personnel are fully capable of taking over all services on the performance start date of the contract. The Government will make available to the Contractor's proposed project personnel limited access to DOJ facilities and meetings with the COTR and staff in all tasks required under this contract.

7.1.e Phase-Out

At the conclusion of the order, the Contractor may be required to assist in the phaseout process. The activities for the phase-out services are not required within the scope of this acquisition. In the event that a requirement for phase-out assistance does occur, the price and terms of the assistance required shall be separately negotiated with the Contractor.

8.0 ORDER ADMINISTRATION

Any issues related to orders shall be directed to the Government's designated point of contact. All contact with the Government relating to the performance of these tasks shall be made with the Government's point of contact, except as noted in Section 3.3.1 (Task 3) above.

8.1 <u>Ordering Officer</u>

The Ordering Officer has the overall responsibility for the administration of the order. He/She alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify or deviate from the order terms, conditions, requirements, specifications, details and/or delivery schedules. However, the Ordering Officer may delegate certain other responsibilities to his/her authorized representative:

The order will be administered by:

Nancy Feeney, Contracting Officer U.S. Department of Justice Contract Administration Service Suite 1000, National Place Building 1331 Pennsylvania Avenue, NW Washington, DC 20530-0001 Voice: 202 307-1976

Fax: 202 307-1933

8.0

Contracting Officer's Technical Representative

8.1.a

Upon award, a Contracting Officer's Technical Representative (COTR) will be designated to coordinate the technical aspects of this order and inspect items/services furnished hereunder. However, he/she shall <u>not</u> be authorized to change any terms and conditions of the resultant order, including price.

The CQTR for this order is Bernard Guerrero U.S. Department of Justice Systems Technology Staff 500 1st Street, NW, Room 300 Washington, D.C. 20530 Telephone: 202-514-4537

8.1.b

The COTR will be responsible for the technical administration of this order. The responsibilities of the COTR include, but are not limited to, inspecting all deliverables. The COTR is authorized to certify (but not to reject or deny) invoices for payment in accordance with Section 3.4.1. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Ordering Officer.

8.1.c

The Ordering Officer is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this order shall not be construed to authorize revisions of the terms and conditions of this order. Any such revision(s) shall be authorized by the Ordering Officer.

8.2 Contractor Representative(s)

8.2.1 Contractor's Administration Representative

The Contractor's representative shall be responsible for all order administration issues and shall act as the central point of contact with the Government for all such issues. The representative shall have full authority to act for the Contractor in all contractual matters. The representative shall be able to fluently read, write and speak the English language.

9.0 PLACES OF PERFORMANCE

The Government will identify customer locations, points of contact, contact telephone numbers, and normal business hours as access requirements are defined during the order period. Customer locations include coverage and customer usage in the fifty United States, the District of Columbia, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands.

10.0 HOURS OF WORK

The contractor's service shall be available as discussed in Section 3.1, above. Software installation and operator training shall take place during the normal business hours in effect at the participating locations. The contractor shall arrange site visits with the individual site points of contact.

11.0 PERIOD OF PERFORMANCE

<u>General</u>. The term of this order shall commence on the date specified in the order and end three hundred and sixty-five (365) calendar days thereafter. This order may be extended for up to four additional years beyond the base year, subject to the continued award of the underlying GSA Schedule.

<u>Initial Services</u>. All initial installation and transition services shall be completed within thirty (30) calendar days of award (re. Section 7.1.c). Training shall be provided within 30 days of installation at each customer site requiring installation, or within 30 days of award at sites not requiring installation (re. 3.2.1).

Follow-on Services. Each task placed under this order shall specify the period of performance and/or delivery schedule for additional or follow-on services. The Contractor shall begin work on each task within thirty (30) days after order issuance. The Contractor shall complete tasks pertaining to an individual customer location within thirty (30) days following the Government's notification of the site's availability.

12.0 SECURITY

12.1 General

There are no requirements herein that would require Contractor personnel to obtain a security clearance, such as permanent or long-term onsite support requirements. Contractor personnel will be escorted by DOJ personnel during the installation, training, and training periods of this order, be subject to oversight by the responsible site specific DOJ personnel, and are subject to the visitor requirements of each location's security staff.

12.2 Background Investigations

A background investigation for any of the Contractor personnel may be required, at the discretion of the COTR. In these cases, a National Agency Check with Written Reference Inquiries (NACI) is the minimum requirement, and may be meaningless for non-US citizens, who are frequently rejected by the DOJ Security Officer.

13.0 SPECIAL CLAUSES

13.1 Assessment of Credits for Delinquent Performance or System Downtime

In the event the Contractor fails to meet the delivery or performance requirements specified in Section 11 of this order, specifically including Sections 3.2.1 and 3.2.2, and Section 7.1.c, for either initial or follow-on services for new users, it shall grant to the Government a daily credit for each user not able to access the database. Credits may also be assessed when the Contractor's database system is not accessible to users during the normal course of the year, that is, after the initial installation, transition, and training period.

For users with unlimited access on a flat monthly charge basis, the credit shall be equal to 1/30th of the total UID monthly charge times each nonworking UID, for each day of unavailability, not to exceed \$200 per day per nonworking UID. For example, if the applicable UID monthly charge is \$600, and the number of days per month is 30, and 10 days were not activated and working, the daily credit is:

(\$600 divided by 30) x 10, or \$200 per day.

For users with transaction access only, the credit shall be \$0 to \$50 per day per UID, depending on the intended usage of each user, as determined by the COTR. The Government may take these credits by reducing a Contractor's otherwise proper invoice

by the amount of credit due.

The Contractor shall not be charged credits when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor. In the event of a disagreement between the COTR and the Contractor, the Contracting Officer shall make determinations regarding the assessment of credits, subject to the Disputes clause contained in the underlying GSA Schedule contract.

13.2 Privacy Act Notification (April 1984) (FAR 52.224-1&-2)

The contractor will be required to design, develop or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act Of 1974, Public Law 93-579, December 13, 1974 (5U.S.C. 522a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

- (a) The Contractor agrees to-
- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—
- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform;
- (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
- (3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For

purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

- (c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
- (2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voice print or a photograph.
- (3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

13.3 Technology Upgrades

- A. After contract award, the Government may solicit, and the contractor is encouraged to propose independently, technology refreshments to the equipment and services provided under this contract. The contractor's proposal should include alternate equipment and services which meet the following characteristics.
- Meets at a minimum all of the mandatory requirements of the SOW;
- (2) Is functionally equivalent or superior to current components under this contract;
- (3) Will maintain or improve successful performance of the total system;
- (4) Will facilitate or maintain ease of maintenance or ease of use;
- (5) Will be supportable for the life of the contract;
- (6) Has been successfully utilized in actual performance in other Government procurements or in the commercial environments;
- (7) Will be provided at a cost per unit of value to the Government equal to or less than the equipment or services currently under contract; and

- (8) Will be priced at a fair and reasonable price.
- B. The Government reserves the right to conduct any tests and analyses it deems necessary prior to introduction of new products/services into this contract.
- C. Technology refreshment under this program is applicable only to equipment not yet installed at the time the improvement is accepted by the Government.
- D. Equipment installed pursuant to this program shall be subject to the testing, acceptance, and other procedures defined under this contract. The contractor shall propose a delivery schedule for said equipment.

Pricing Schedule A - Monthly Flat Rate Pricing

User Ports (SUPs)	Per SU/Month	Monthly Charge	All ID's (12 Months)
2	\$8,000	\$16,000	\$192,000
3	\$8,000	\$24,000	\$288,000
4	\$8,000	\$32,000	\$384,000
5	\$8,000	\$40,000	\$480,000
The state of the s			
6	\$7,000	\$42,000	\$504,000
7	\$7,000	\$49,000	\$588,000
8	\$7,000	\$56,000	\$672,000
9	\$7,000	\$63,000	\$756,000
10	\$7,000	\$70,000	\$840,000
11	\$7,000	\$77,000	\$924,000
12	\$7,000	\$84,000	\$1,008,000
13	\$7,000	\$91,000	\$1,092,000
14	\$7,000	\$98,000	\$1,176,000
15	\$7,000	\$105,000	\$1,260,000
16	\$7,000	\$112,000	\$1,344,000
17	\$7,000	\$119,000	\$1,428,000
18	\$7,000	\$126,000	\$1,512,000
19	\$7,000	\$133,000	\$1,596,000
20	\$6,750	\$135,000	\$1,620,000
21	\$6,500	\$136,500	\$1,638,000
22	\$6,500	\$143,000	\$1,716,000
23	\$6,500	\$149,500	\$1,794,000
24	\$6,500	\$156,000	\$1,872,000
25	\$6,500	\$162,500	\$1,950,000
26	\$6,400	\$166,400	\$1,996,800
27	\$6,300	\$170,100	\$2,041,200
28	\$6,200	\$173,600	\$2,083,200
29	\$6,100	\$176,900	\$2,122,800
30-39	\$6,000		
40-49	The state of the s		
50-69			
60-69	\$4,900		
70 - 175			
176 - 225		,	
226 - 275			
276 - 325			
325+	\$3,500	,	

Pricing Schedule B - Transactional Pricing

Search/Product	Transactional Price	
COMPREHENSIVE REPORTS		
Discovery PLUSI	\$15.50	
Discovery	\$7.00	
Qualifier.net Part A (Healthcare Organization Search)	\$25.50	
Qualifier.net Part B (Physician Search)	\$8.75	
Physician Search (Standalone)	\$11.00	
Info:PROBE		
Region or State by Name	\$7.00	
Region or State by Name & SSN	\$7.00	
Specific Type of Database by Region or Nationwide	\$7.00	
Probe Cap	\$100.00	
(TSS users will receive an \$11.00 credit if \$100.00 or more in	V.05.65	
searches are purchased from a basic Info:PROBE search.)		
NATIONWIDE SEARCHES		
Address Update #1 and #2 (each)	\$4.46	
Address Update (combined)	\$8.75	
FAA Aircraft Ownership Search	\$8.75	
FAA Airman Directory	\$6.83	
Address inspector	\$1.75	
Missing Links		
Level 1	\$12.59	
Level 2	Free	
Level 3	\$4.20	
No Records Found	\$12.59	
No Records Found on Driver's License Number	Free	
SSN Search	\$8.40	
National Death Locator	\$6.83	
Neighborhood Search	\$4.46	
SSN Plus - Tracks #1, #2, and #3 (each)	\$4.20	
SSN Plus - Track All	\$10.50	
	\$10.00	
People Tracker	\$5.25	
Summary Listings		
Detailed Reports	\$7.88	
Telephone Reverse Directory	\$4.46	
U.S. Coast Guard Watercraft	\$8.75	
FEIN Search	\$4.20	
OSHA Search		
Summary and Basic Detail (up to 99)	\$4.38	
Detailed Report	\$8.75	
Significant Shareholders	\$5.04	
Dun & Bradstreet Full Business Information Search		
Summery	\$15.00	
Detail	\$70.00	
Vehicle Identification Searches	\$2.00	
STATEWIDE STARCHES		
Corporations and Limited Partnerships	_	
Single State	\$4.38	
All Available States	\$4.38	
Delaware (Summary & One Detail)	\$16.63	
Delaware (Each Additional Detail)	\$7,88	

Search/Product	Transactional Price
New Jersey (Summary & One Detail)	\$18.38
New Jersey (Each Additional Detail)	\$11.38
New Jersey (Online Per Minute - All Searches)	\$0.40
Uniform Commercial Code Searches	
Single State	\$4.38
All Available States	\$4.38
Real Property Ownership and Transfer Searches	
Single County	\$4.38
Multiple Counties	\$5.69
Single State	\$5.69
Multiple States	\$5.69
Bankruptcies, Liens and Judgments	\$5.69
Bankruptcies Only	\$3.33
Tax Liens Only	\$3.33
Judgments Only	\$3.33
Notices of Default Only	\$3.33
Local Index (CT and MA)	\$5.69
ATAD JAKOHANINI	
Argentina	
Čitizen	\$30.00
Reverse Telephone	\$15.00
Telephone - Other	\$15.00
Export/Import	\$75.00
Company Details	\$40.00
Brazil	
Reverse Telephone	\$15.00
Telephone - Other	\$15.00
Export/import	\$75.00
Investor Profile	\$100.00
Company Ownership	\$100.00
Company Staff	\$50.00
Company Details	\$40.00
Colombia	
Citizen	\$90.00
Company Details	\$80.00
Costa Rica	
Citizen	\$30.00
Mexico	
Citizen	\$30.00
Driver's License	\$20.00
Vehicle Identification	\$20.00
Reverse Telephone	\$15.00
Telephone - Other	\$15.00
Company Details	\$40.00
World Aircraft	\$10.00
NEW TECHNOLOGY APPLICATIONS	-,0100
Wireless Data Access (Pager, Palm OS, WindowsCE)	\$65.00
Price per user per month	\$30.00
Alert Service	\$10.00
Price per subject per month	410.00

LINK ANALYSIS	
WinSHAPES CORE	
1-5 Copies	\$675.00/copy
Over 5 Copies	\$580.00/copy
MANUÂL DOCUMENT RETRI	
Bankruptcy	\$22.00
UCC Search - Up to 2 years	\$22.00
UCC Search - 5 years	\$35.00
UCC Search - Over 5 years	\$49.00/hour
UCC Filing	\$22.00
Asset Search	\$49.00/hour
State Litigation - 7 years	\$43.00
Federal Litigation	\$22.00
State Felony/Misdemeanor - 7 years	\$25.00
Federal Felony/Misdemeenor - 7 years	\$16.00
Tax Liens (State or Federal)	\$22.00
Motor Vehicle Record	\$5.00
National Credit File	\$5.00
SEC Violations Search - 10 years	\$49.00/hour
Articles of incorporation	\$22.00
Certificate of Good Standing	\$22.00

^{*} Pass-through charges for manual document retrieval are as follows:

Photocopies As Incurred (usually \$1.00 per page)

Filing Fees As Incurred
Unusual Shipping/Postage As Incurred
MVR Registry Fees As Incurred
Jurisdictional Fees As Incurred

Pricing assumptions for manual document retrieval:

- 1. Any search that yields 10 or more results will be billed at \$49.00/hour.
- State civil litigation is defined as a search for either the plaintiff or the defendant in both upper and lower courts
- 3. Rates apply to the Lower 48 states and D.C. All searches in Alaska and Hawaii will be billed at the hourly rate (\$49.00/hour).



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ChoicePoint Response Department of Justice Telecommunications Services Staff RFQ JRJMD-01-0150

Batch Processing

Prices for batch processing are negotiated on a case-by-case basis, and depend on the volume of subjects to be searched, the nature of the requirement, data sets to be accessed, format to be returned to the customer, and a number of other factors. In order to allow TSS to evaluate baseline batch pricing, Table 3 below describes the pricing for the basic subject locator batch, which returns two addresses and up to three phone numbers for each address.

Table 3. Batch Pricing

Number of	500 - 5000	5001 -	10001 -	25001 -	75001 -	250001 -	Over
Records		10000	25000	75000	250000	500000	500000
Price Per Record	\$1.50	\$0.95	\$0.80	\$0.60	\$0.50	\$0.45	\$0.40

Pricina Schedule C - Volume Discounts

A volume discount will be provided to TSS users based on the combined volume of all agencies in the Transaction-Based Rate Structure Program. The discount applies to all immediate access searches except Discovery, Discovery PLUS!, and the Dun & Bradstreet Full Business Information Report. The discount is calculated using the GSA Schedule price as the baseline. Volume discounts are applied to the month following the initial month in which total volume exceeded each threshold. For instance, if total dollar volume in January equaled \$25,500, all applicable searches in February would be discounted by 15%. If volume levels dropped below a particular discount threshold for a given month, prices for the following month would revert back to the appropriate discount level. This discount will be applied to search prices from Pricing Schedule B.

Online searches will be discounted 12.5% from the GSA Schedule price, regardless of volume, at the outset of the contract.

Volume Level/Month (\$)	Percentage Discount from GSA Schedule Price	Savings from Commercial Rates
\$25,000	15	70
\$50,000	20	72
\$90,000	25	74
\$150,000	33	77