

**REQUEST FOR PROPOSAL
NUMBER
15F06720R0000063**



**“Public Source Program Office”
For the
Office of the Chief Information Officer**

Social Media Alerting



FEDERAL BUREAU OF INVESTIGATION
FINANCE DIVISION
PROCUREMENT SECTION



DATE: January 28, 2020
Revision 1 - February 13, 2020
Revision 2 - February 19, 2020
Revision 3 - February 20, 2020

SUBJECT: Request for Proposals (RFP) No. / 15F06720R0000063

All Interested Parties,

The Federal Bureau of Investigation (FBI) would like to invite your company to submit a proposal for services as outlined in the accompanying Statement of Work (Attachment Number Two).

This solicitation is issued as a Request For Proposals in accordance with FAR Part 12 and Subpart 13.5, is supplemented with additional information included in this notice.

Proposals shall be submitted on or before 1:00 PM CST time on March 4, 2020 by Email to the attention of Shanta Strickland at sstrickland@fbi.gov. Ensure that **“RFP 15F06720R0000063”** appears in the subject line of ALL of your Emails regarding this solicitation.

The schedule of events is:

Release Date: January 28, 2020

Questions in to the FBI: January 28, 2020 – February 13, 2020

Answers out to the Vendors: February 20, 2020

Proposals in to the FBI: March 4, 2020

Sincerely,

Shanta Strickland
Contracting Officer
Professional Service Acquisition Unit,
Procurement Section
Finance / Facilities Division

PART I - THE SCHEDULE

SECTION A SOLICITATION/CONTRACT FORM

See Attached SF-33 document entitled "Solicitation, Offer and Award"

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SECTION B SUPPLIES OR SERVICES AND PRICES

B.1 PURPOSE

The purpose of this procurement is to acquire the information that the FBI requires to proactively identify threats to the United States and its interests through a means of a social media alerting service. Through the resulting contract vehicle, the Federal Bureau of Investigation (FBI) shall obtain early alerts on ongoing national security and public safety-related events through lawfully collected/acquired social media data. The mission-critical capitalization of open source social media data from multiple platforms will enhance the Bureau’s awareness of and ability to respond to an ever growing and diverse range of threats to U.S. National interests.

B.2 TYPE OF CONTRACT/PLANNED PERIOD-OF-PERFORMANCE

The Government anticipates awarding a Firm Fixed Price contract. The anticipated period-of-performance is a base year and four one-year option periods for the subscription, represented within the requirements stated below and the accompanying Statement of Work.

B.3 NAICS CODE

NAICS Code 541511 is applicable to this acquisition. The government has determined this NAICS Code best corresponds to the majority of the work to be performed.

B.4 ANTICIPATED PERIOD OF PERFORMANCE

PERFORMANCE PERIOD	DATES (NLT)
BASE PERIOD	MAY 1, 2020 TO APR 30, 2021
OPTION PERIOD ONE	MAY 1, 2021 TO APR 30, 2022
OPTION PERIOD TWO	MAY 1, 2022 TO APR 30, 2023
OPTION PERIOD THREE	MAY 1, 2023 TO APR 30, 2024
OPTION PERIOD FOUR	MAY 1, 2024 TO APR 30, 2025

B.5 PLACE OF PERFORMANCE

The majority of performance will take place at the Contractor’s facilities.

SECTION C DESCRIPTION/SPECIFICATIONS

C.1. STATEMENT OF WORK

See ATTACHMENT NUMBER TWO (*Entitled Statement of Work*)

SECTION D PACKAGING AND MARKING

D.1. PACKAGING AND MARKING

Preservation, packaging, and marking for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at agreed upon FBI sites.

D.2. MARKINGS

All deliverables submitted to the Contracting Officer (CO) and the Contracting Officer's Representative (COR) shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

- (a) Contract Number;
- (b) Name and address of the consignor;
- (c) Name and address of the consignee;
- (d) Government bill of lading number covering the shipment (if any); and
- (e) Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

SECTION E INSPECTION AND ACCEPTANCE

E.1. FEDERAL ACQUISITION REGULATION CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the CO will make their full text available. Also, the full text of a clause may be accessed electronically at <http://www.acquisition.gov/far>

The following contract clauses pertinent to this section are hereby incorporated by reference:

52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018)

SECTION F DELIVERIES OR PERFORMANCE

F.1 DELIVERABLES

Contractor shall submit all deliverables to the Government's Program Technical Lead (TL) and coordinate with the COR or CO. The COR will provide written notification of acceptance or rejection of all deliverables within ten calendar days of the scheduled delivery date or actual delivery date, whichever is later. In the event of absence of written notification of acceptance or rejection within 10 calendar days, it is the responsibility of the Contractor to confirm receipt and acceptance of the deliverable(s). All rejection notifications will include an enumeration and

explanation of the specific deficiencies causing the rejection. If requested by either the Contractor or FBI, a meeting will occur to discuss the deliverable in detail.

The Contractor shall be responsible for providing all of the deliverables identified in Attachment Number Two – Statement of Work.

F.2 DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the CO and the COR, in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government or any delivery schedule or date, or any rights or remedies provided by law or under this contract.

SECTION G CONTRACT ADMINISTRATION DATA

This contract will be administered by:

Contracting Officer, TBD
Professional Services Acquisition Unit (PSAU)
935 Pennsylvania Avenue, NW
Room WB-3000
Washington, DC 20035
(202) 324-XXXX
Email: TBD@fbi.gov

The Government COR for this Contract is: TBD

TO BE ESTABLISHED AT THE TIME OF AWARD

G.1.1 CONTRACTING OFFICER

The CO is the appointed authority to bind the Government to extent of the authority delegated. Direction that will modify the scope, schedule, terms and conditions, funding, or any other action that may modify the order as originally entered into with the FBI must be given only by the CO. All contract related matters shall be addressed to the attention of the CO throughout the life of the contract. Written communications shall make reference to the contract and purchase order number and shall be mailed to the above address unless otherwise instructed.

G.1.2 CONTRACTING OFFICER REPRESENTATIVE

In accordance with JAR 2852.201-70 Contracting Officers Representative (COR) (JAN 1985)

(a) The COR is authorized to:

1. Act as liaison and to coordinate contractor/government activities;
2. Arrange for and coordinate the use of government resources (personnel, space, documents, etc.);
3. Provide technical guidance in the performance of the contract; and
4. Receive, review and approve (but not reject or deny) progress reports, selected invoices and final reports or other functions of a technical nature. The authority to reject performance and deny associated invoices is expressly reserved for the CO.

(b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing contract administrative direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to alter the Contractor's obligations under the contract; direct changes that fall within the purview of the clause entitled "Changes" or modify any of the expressed terms, conditions, specifications, or price of the contract. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Specification/Work Statement, the Contracting Officer shall issue such changes in writing and signed.

G.1.3 NON-PAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services to the work specified herein. Only a duly appointed CO is authorized to change the specifications, terms, and/or conditions of this contract.

The Contractor is not authorized at any time to commence performance prior to issuance of a signed contract, contract modification or other written approval provided by the CO to begin work.

G.1.4 INVOICES AND PAYMENTS

Invoices shall be submitted to Central_Invoices@fbi.gov with a copy to the CO and COR.

G.1.5 INVOICE REQUIREMENTS

- A. Invoices shall be submitted within ten calendar days after the end of each quarter, reflecting the date the invoice was created.
- B. It shall be the contractor's responsibility to include the information required by this contract on each and every invoice when invoicing. If an invoice does not contain the

information described in Section C below, the government reserves the right to reject the invoice(s) as IMPROPER and notify the vendor within seven (7) days after receipt of the invoice at the designated billing office. Resubmission of a PROPER invoice will be required.

C. All invoices are required to have a unique identifying, non-duplicable number, and reflect the contract number, delivery order number, list of supplies, delivery date and contractor point of contact information (name, email address, phone number). Invoices shall be submitted to the COR. A proper invoice shall include the information required by Section 9, Clause 52.232-25 PROMPT PAYMENT (OCT 2008), which includes the following:

1. Name and address of the Contractor.
2. Invoice date
3. Contract number for services performed.
4. Purchase order number and contract line item number.
5. Description of services, no. of hours, hourly rate, and total extended price of services.
6. Name and address of Contractor official to whom payment is to be sent (must be same as that in the contract or in a proper notice of assignment).
7. Name (where practicable), title, phone number and mailing address of person to be notified in the event of a defective invoice.
8. Any other information or documentation required by other requirements of the contract (such as evidence of shipment).
9. Electronic funds transfer (EFT) banking information.
 - a) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
 - b) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
 - c) EFT banking information is not required if the Government waived the requirement to pay by EFT.
10. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. It shall be the Contractor's responsibility to include this information on each and every invoice when invoicing for full or partial services performed. If an invoice does not contain the above information, the Bureau reserves the right to reject the invoice(s) as IMPROPER and notify the vendor within seven days after receipt of the invoice at the designated billing office pursuant to Section 9, Clause 52.232-25 - PROMPT PAYMENT (OCT 2008). Any requirement for resubmission for payment or contractor questions regarding payment should be directed to the COR under the contract. All follow-up invoices shall be marked "Duplicate of Original".

D. The COR will certify all invoices/vouchers for payment, execute an invoice submission form, and forward the invoice to the CO, Information Technology Acquisitions Unit, Room WB-3000.

G.1.6 PAYMENTS

Payment will be made by the FBI's Commercial Payments and Confidential Services Unit (CPCSU) in accordance with the Prompt Payment Act upon COR and CO certification of receipt of supplies and pricing. Contractor shall address payment questions/inquiries to:

CENTRAL_INVOICES@FBI.GOV.

a) Items Accepted. Payment shall be made for items accepted by the Government as set forth in this contract.

b) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

c) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

G.1.7 WITHHOLDING OF CONTRACT PAYMENTS

Notwithstanding any other payment provision of this contract, failure of the Contractor to perform or deliver required work, supplies, or services will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor as defined by the clause entitled "Excusable Delays" or "Default" as applicable. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted.

G.1.8 CONTRACTOR PERFORMANCE ASSESSMENT REPORT INFORMATION

Past performance information is relevant information, for future source selection purposes, regarding a contractor's actions under previously awarded contracts. Performance under this contract will be assessed, on an annual basis, and will focus on the following performance categories: Quality of Product, Timeliness of Performance and Business

Relations/Responsiveness. Input for the assessments will generally be provided by the COR, CO, and any end-user of the service.

Upon completion of an assessment, contractors have the opportunity to review the performance assessment for 30 days and submit any comments, rebuttal statements, or additional information. The ultimate conclusion on the performance assessment is a decision of the contracting agency. Information obtained for the performance assessment may be reported electronically to the Past Performance Information Retrieval System (PPIRS) in accordance with Federal Acquisition Regulation and agency procedures and may be used to support future award decisions. Upon contract award, the contractor shall provide a representative that will be responsible for reviewing the performance assessment. A contractor representative must be appointed at all times for the duration of the contract.

G.1.9 CONTRACTOR REGISTRATION ON SAM.GOV

All offerors must be registered in SAM.gov prior to the close date of solicitation to be eligible for award.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1. DISCLOSURE OF DATA UNDER THE FREEDOM OF INFORMATION ACT (FOIA)

If a request for information contained in a proposal is requested under the FOIA, the Government shall have the right to disclose any information or data contained in a proposal that results in a contract to the extent provided under the FOIA, notwithstanding any restrictive legends that may have been placed upon it in accordance with other contract provisions. The Government will, before disclosure, make an administrative determination on a case by case basis as to whether the information requested is exempt from disclosure by one of the established exceptions to the ACT. In making this determination the procedures outlined in 28 CFR, paragraph 16.7 shall be followed which, in part, affords the submitter of a proposal an opportunity to object to disclosure.

H.2. INDEMNIFICATION

(a) Responsibility for Government Property

(1) The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

(2) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at its own expense, all property lost or damaged.

(b) Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

(c) Government's Right of Recovery

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provided for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(d) Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

H.3. ORGANIZATIONAL CONFLICT OF INTEREST

In accordance with FAR Part 9.5, Organizational Conflict of Interest (OCI):

(a) The Contractor warrants that, to the best of his knowledge and belief, and except as otherwise set forth in this contract, he does not have any organizational conflict of interest as defined in paragraph (b) below.

(b) The term "organizational conflict of interest" means a situation where a Contractor has interest, either due to its other activities or its relationship with other organizations, which place it in a position that may be unsatisfactory or unfavorable (1) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the Contractor, or in securing the advantages of adequate competition in its procurement; or (2) from industry's standpoint in that unfair competitive advantages may accrue to the Contractor in question.

(c) The Contractor agrees that, if after award it discovers an actual or potential organizational conflict of interest with respect to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government.

(d) In the event that the Contractor was aware of an actual or potential organizational conflict of interest prior to the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the Government may terminate the contract at no cost to the Government.

(e) In the event that the Government discovers an actual or potential OCI during source selection (of which the contractor was aware and did not disclose), the offeror will no longer be considered for award.

H.4. INHERENTLY GOVERNMENT FUNCTIONS

The contractor shall not perform any Inherently Governmental Functions (IGF) under this contract in accordance with OMB Policy Letter 11-01 (September 12, 2011), Inherently Governmental Functions and FAR Subpart 7.5. Whenever the contractor is participating in any situation where it may be assumed that they are an FBI employee, the contractor shall identify himself/herself as a contractor employee. If during the course of work, through receipt of technical direction, or in carrying out the Statement of Work, the contractor shall immediately notify the CO and the COR if any portion of the work appears to be an inherently governmental function.

H.5. SAFEGUARDING OF INFORMATION

In accordance with National Institute of Standards and Technology (NIST) 800-171, the Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. Except as required in the course of their duties, they shall not communicate, to any person, non-public information known to them by reason of their performance of services under this contract unless the CO has specifically authorized such disclosure in writing. Further, no article, book, pamphlet, recording, broadcast, speech, television appearance, film, or photographs concerning any aspect of the contract shall be published or disseminated through any media without the prior written authorization of the CO. These obligations do not cease upon termination of this contract. The contractor shall include the substance of this provision in all contracts for employment and in all subcontracts hereunder.

H.6. NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL

- (a) In addition to the requirements of the contract clause entitled “Organizational Conflicts of Interest,” the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.
- (b) The Contractor agrees to notify immediately the COR and the CO of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.
- (c) The Contractor agrees to notify the COR and CO prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the CO of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the CO of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, provisions, which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the CO.

H.7. RIGHTS OF EGRESS AND INGRESS

During the life of this contract, the rights of ingress to and egress from the FBI facility for the contractor's representative(s) shall be for temporary visits such as kick-off and other required meetings and shall be made available as required. During all operations on government premises, the contractor's personnel shall comply with rules and regulations governing the conduct of personnel and the operation of the facility. The government reserves the right to require contractor personnel to "sign in" upon entry and "sign out" upon departure from the FBI facility.

H.8. INFORMATION OF RESELLERS OR DATA BROKERS

Under this contract, the FBI could obtain personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any entity whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the FBI, or reflects law enforcement or national security interest in the data, the contractor shall notify the FBI CO so that the FBI may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the FBI.

H.9. CONFIDENTIALITY AND NON-DISCLOSURE

The Contractor shall not release any information without the written consent of the Contracting Specialist/Officer. The Contractor will be required to sign a Non-Disclosure Agreement. Any request for information relating to any contract presented to the Contractor must be submitted to the Contracting Specialist/Officer for approval and response.

H.10. PUBLICATION OF INFORMATION RELATED TO BUSINESS WITH THE FEDERAL BUREAU OF INVESTIGATION

In accordance with the clause below, Contractor must forward draft language it wishes to publicly display on its web-site, (or third-party website), regarding the contract to authorized Contracting Specialist/Officer for proper adjudication. The Federal Bureau of Investigation (FBI) specifically requires that Contractors shall not divulge, publish, or disclose information or produce material acquired as or derived from the performance of their duties. In addition, the Contractor may not use the FBI Seal on its website, promotional materials or elsewhere, without permission from the FBI Office of the General Counsel.

For the purposes of this Clause, “divulge, publish or disclose” shall include, but not be limited to: information released in any media or all media including on the Internet or websites; publications, studies, books, thesis, photographs, films or public announcements, press releases describing any part of the subject matter of this contract or any phase of any program hereunder, except to the extent that:

1. Such information was publicly available prior to the commencement of the contract or;
 2. Disclosure is required by law, regulation, subpoena or government or judicial order.,
- No release of information shall be made without the prior written consent of the Office of Public Affairs and the Contracting Specialist/Officer. The contractor and author are warned that disclosure is not without potential consequences. The FBI will make every effort to review proposed publications in a timely manner to accommodate these and other publications. These obligations do not cease upon completion of the contract.

H.11. CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

In accordance with FAR Part 3, Improper Business Practices and Personal Conflict of Interest.

- (a) Government contractors must conduct themselves with the highest degree of integrity and honesty.
- (b) Contractors should have a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program and an internal control system that-
 - (1) Are suitable to the size of the company and extent of its involvement in Government contracting;
 - (2) Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts; and
 - (3) Ensure corrective measures are promptly instituted and carried out.

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PART II - CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

The clauses listed below shall apply to this contract and are those in effect as of FAC 2019 02/05-06 2019. These clauses/provision are listed by reference, with the same force and effect as if they were given in full text. (Full text of FAR provisions and clauses may be accessed electronically at <https://www.acquisition.gov/far/>).

- 52.203-3 Gratuities (Apr 1984)
- 52.203-5 Covenant Against Contingent Fees. (Apr 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government. (Sep 2006)
- 52.203-7 Anti-Kickback Procedures. (Oct 2010)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
- 52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)
- 52.204-1 Approval of Contract (Dec 1989)
- 52.204-2 Security Requirements (Aug 1996)
- 52.204-3 Taxpayer Identification (Oct 1998)
- 52.204-6 Data Universal Numbering System Number (Dec 2012)
- 52.204-7 Central Contractor Registration (Aug 2012)
- 52.204-8 Annual Representations and Certifications (Dec 2012)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
- 52.204-12 Data Universal Numbering System Number Maintenance (Dec 2012)
- 52.204-13 Central Contractor Registration Maintenance (Dec 2012)
- 52.204-16 Commercial and Government Entity Code Reporting (Jan 2014)
- 52.204-17 Ownership or Control of Offeror (Nov 2014)
- 52.204-18 Commercial and Government Entity Code Maintenance (Nov 2014)
- 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)
- 52.207-4 Economic Purchase Quantity –Supplies (Aug 1987)
- 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representations (May 2011)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (May 2012)
- 52.211-5 Material Requirements
- 52.212-1 Instructions to Offerors-Commercial Items (Oct 2018)
- 52.212-2 Evaluation-Commercial Items (Oct 2014)
- 52.212-3 Offeror Representations and Certifications-Commercial Items (Dec 2019)
- 52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018)
- 52.214-34 Submission of Offers in the English Language (Apr 1999)
- 52.214-35 Submission of Offers in U.S. Currency (April 1991)
- 52.216-24 Limitation of Government Liability
- 52.216-25 Contract Definitization

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- 52.217-4 Evaluation of Options Exercised at Time of Contract Award (Jun 1988)
- 52.217-5 Evaluation of Options (Jul 1990)
- 52.217-8 Option to Extend Services (Nov 1999)
- 52.217-9 Option to Extend the Term of the Contract (Mar 2000)
- 52.225-1 Buy American Act -- Supplies (Feb 2009)
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran Representation and Certification (Dec 2012)

- 52.232-1 Payments (Apr 1984)
- 52.232-18 Availability of Funds (Apr 1984)
- 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)
- 52.232-24 Prohibition of Assignment of Claims (May 2014)
- 52.232-25 Prompt Payment (Oct 2008)
- 52.232-33 Payments by EFT-Central Contractor Registration (Oct 2003)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.233-2 Service of Protest (Sep 2006)
- 52.233-3 Protest After Award. (Aug 1996)
- 52.233-4 Applicable law for Breach of Contract Claim
- 52.242-15 Stop-Work Order (Aug 1989)
- 52.242-17 Government Delay of Work (Apr 1984)
- 52.243-1 Changes -- Fixed-Price. (Aug 1987)
- 52.246-1 Contractor Inspection Requirements (Apr 1984)
- 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)
- 52.253-1 Computer Generated Forms (Jan 1991)

Department of Justice Acquisition Regulations (DJAR) Clauses by Reference

This solicitation incorporates the following clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

DJAR-PGD-05-08: Implementation of Homeland Security Presidential Directive (HSPD) I2 – Policy for a Common Identification Standard for Federal Employees and Contractor

DJAR-PGD-07-10: Ensuring New Acquisitions Include Common Security Configurations

DJAR-PGD-07-12: Maintaining Contractor Performance During a Pandemic or Other Emergency

DJAR-PGD-08-04: Security Systems and Data, Including Personally Identifiable Information

DJAR-PGD-08-05: Contractor Certification of Compliance with Federal Tax Requirements

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

SECTION J LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

ATTACHMENT

TITLE OF ATTACHMENT

Attachment No. 1

SF-33

Attachment No. 2

Statement of Work

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PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS

If you intend to submit a proposal, you must: Go to the System for Award Management (SAM) and complete the representations and certifications on your business profile. Companies that are not registered in SAM, will not be eligible to submit a proposal. The SAM website may be accessed at: <http://www.sam.gov>

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

Note: Attachment No. 2, Statement of Work (SOW), presents the requirements for entering into the resulting contract.

Contract award shall be made based on best value trade-off, based on the following factors: Technical, Past Performance, and Price.

Each offeror shall present:

1. A Technical Proposal describing how it meets the requirements outlined in the SOW. The Technical Proposal shall be **no more than fifteen (15) pages in length.**
2. A Past Performance Proposal describing recent and relevant experience providing social media alerting services to customers with similar mission areas or requirements. Offerors shall provide information regarding 3-5 contracts/projects, occurring within the past three (3) years. The Past Performance Proposal shall be **no more than five (5) pages in length.**
3. A Price proposal detailing the proposed prices for subscription services for a 12-month Base Year and four (4) twelve-month Option Periods. Pricing Models shall include the price per end user/account, and tiered volume discounts as usage increases, up to an enterprise of approximately 38,000 users. The price proposal shall be **no more than three (3) pages in length.**

Following evaluation of all proposals, the Source Selection Authority (SSA) will select an apparent awardee on a best value basis. The apparent awardee will be required to provide an oral presentation and concurrent demonstration of the its tool. Presentations will occur at FBI Headquarters in Washington, DC at a mutually agreed-upon date and time. The presentation and demonstration shall be no longer than one (1) hour. The presentation/demonstration will be evaluated for compliance with the Privacy Act, 5 U.S.C. § 552a, the First Amendment to the United States Constitution, and FBI security standards. The offeror will receive a PASS/FAIL rating for the presentation/demonstration.

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If the apparent awardee receives a PASS for its presentation/demonstration, the CO will award one (1) contract to that offeror. In the event the apparent awardee receives a FAIL rating, it will no longer be eligible for award, and the FBI will endeavor to award to the offeror who provides the next best value to the government. That offeror will be deemed the apparent awardee and will be required to provide a demo as required above.

Answers and responses to questions and clarifications will be provided via Amendment to the FedBizOpps notice under this solicitation within ten days of the due date below.

Proposals shall be received on or before 1:00 PM CST on March 4, 2020. Proposals shall include the RFP Number **15F06720R0000063** in the subject line of the Email.

The Offeror must submit their proposal directly to CO. Electronic submission is the only acceptable method of submission. Submissions shall be made in programs compatible with Microsoft Office 2013 or newer (Word, Excel and/or Power Point). Only UNCLASSIFIED information shall be submitted. Any company submitting proprietary information must mark that information accordingly. **HAND DELIVERIES WILL NOT BE ACCEPTED.** If the proposal is not received by the due date and time, it will be considered late and will not be opened, nor evaluated.

Solicitation Milestone Schedule	
Acquisition Event	Due Dates
Request for Proposal (RFP) Release Date:	January 28, 2020
Questions from Offerors:	January 28, 2020-February 13, 2020
Responses Due from Government:	February 20, 2020
Presentation(s) Completed	March 26, 2020
Anticipated Award Date:	April 30, 2020

This RFP does not commit the Government to pay any cost for the preparation and submission of a proposal response. In responding to the RFP, it is the Offeror's responsibility to provide current, complete and accurate information in their proposal. If in reviewing the proposal the Government identifies or otherwise learns that the provided proposal information is not accurate or misrepresents the Offeror's status or capabilities, that information may be used by the CO as part of the Offeror's responsibility determination and could result in the Offeror not being eligible for the award.

The FBI reserves the right to make no award.

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SECTION M EVALUATION FACTORS FOR AWARD

M.1. BASIS OF AWARD

The Government will evaluate proposals in accordance with the factors and sub-factors stated in this solicitation, and will award the contract to the responsible offeror whose proposal represents the “Best Value” to the Government based on a tradeoff between price and non-price factors.

M.2. EVALUATION FACTORS

As discussed above, the Government intends to evaluate proposals based on the following factors, stated in descending order of importance:

- Technical Approach
- Past Performance
- Price

The non-price evaluation factors, when combined, are significantly more important than price. As proposals become more equal in non-price merit, however, the importance of price will increase. Each factor (with applicable subfactors) is discussed below.

M.2.1.1. Technical Approach

The quality and effectiveness of the offeror’s overall technical approach will be determined based on an evaluation of the proposed solution in light of the following subfactors:

M.2.1.1.1. Technical Capabilities

The offeror shall demonstrate its technical capabilities with regard to its ability to meet and satisfy the requirements of the SOW. The proposal shall describe the offeror’s proposed approach to providing alerting capabilities from multiple social media platforms. Offerors will specifically address the SOW’s requirements in their entirety as well as the overall methodology that the offeror will use to accomplish the objectives in the SOW.

M.2.1.1.2. Data Quality

The offeror shall describe its ability and approach to providing comprehensive early social media alerting by addressing the following data quality elements:

- **Breadth of Data Coverage:** offerors shall identify the existing social media platforms covered by the tool, at the time of proposal submission. Strengths will be assigned for offerors providing coverage from a greater number of platforms.
- **Timeliness of Data Coverage:** offerors shall demonstrate that alerts will be provided in advance of mainstream global media reporting, in accordance with the SOW.
- **Accuracy of Data:** offerors shall demonstrate a process for vetting the accuracy of data in accordance with the SOW.

M.2.1.1.3. Technical Design

The offeror shall describe its ability and approach to meeting the following technical design elements:

- Quality of user interface, formatting, and display
- Ease of customizing functionality based on SOW requirements
- Output formatting and display

M.2.1.2. Past Performance

The Offeror shall identify at least three (3) contracts/task orders with the Federal Government and/or commercial customers that demonstrate recent and relevant past performance as a Prime or Subcontractor. Federal Government experience will be considered more relevant than commercial experience. The term “recent” is defined as within the last three years. The term “relevant” is defined as work similar in complexity and magnitude of the outcomes described in the SOW. Past Performance must be submitted with the proposal and **MUST** include the following, verifiable information:

- Project title
- Description of the project
- Contract number
- Contract amount
- Government Agency/Organization
- COR’s name, address, and phone number
- Contracting Officer’s name, address, and phone number
- Contract and, if applicable, task order number
- Current status, e.g., completed and/or if in progress, start and estimated completion dates
- Dollar value and type of contract
- Name of company being referenced
- A brief narrative of why you deem the reference to be relevant to this effort

M.2.1.3. Price

Offeror shall propose a price for all subscription services, including volume discounts. All price proposals shall be fully burdened, and include all premium products and support services offered in the commercial marketplace.

The Government will evaluate the Offeror’s total proposed price; comprised of the base year period and subsequent option periods of performance. The Government’s Price Evaluation will also include a determination of fairness and reasonableness.

M.2.2. Presentation/Demonstration

Following the proposal evaluation, the SSA will conduct a best-value tradeoff of price and non-price factors, and select the apparent awardee. This offeror shall represent the highest-rated proposal. At this time, the FBI will only notify the apparent awardee of the selection, and schedule an oral presentation and concurrent demonstration of its solution. The

presentation/demonstration will include a demonstration of the apparent awardee's capabilities for purposes of determining compliance with the Privacy Act, 5 U.S.C. § 552a, the First Amendment to the United States Constitution and FBI security standards. The apparent awardee's presentation/demonstration will be assessed on a PASS/FAIL basis.

If the apparent awardee receives a PASS rating, it will be awarded a contract. If the apparent awardee receives a FAIL rating, it will be notified. **No other information, other than the FAIL rating, will be provided.. A FAIL rating on the demonstration/presentation factor renders the offeror ineligible for contract award.**

If the initial apparent awardee receives a FAIL rating, the FBI will invite the offeror representing the second-best value to the Government (based on technical approach, past performance, and price) to provide an oral presentation/demonstration. If this offeror receives a PASS rating, it will be awarded the contract. If this offeror receives a FAIL rating, it will be ineligible for award and will be provided no additional information, other than the FAIL rating. In this instance, the Government will invite the third-best value offeror to provide a presentation/demonstration, and so on until an offeror receives a PASS rating.

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M.3 SOURCE SELECTION / EVALUATION PROCESS

In accordance with FAR 15.101, the Source Selection process is intended to minimize the complexity of the solicitation, the evaluation, and the source selection decision, while maintaining a process designed to foster an impartial and comprehensive evaluation of offerors' proposals, leading to the selection of the proposal representing the best value to the Government.

Technical Factors will be evaluated in accordance with the following adjectival ratings:

Strength	A significant aspect of the approach that exceeds the acceptable level of quality, and provides a beneficial capability.
Weakness	A flaw in the approach that increases the risk of unsuccessful performance.
Risk	The degree to which offeror's proposed technical approach for requirements of the solicitation may cause disruption of schedule, increased costs, degradation of performance, the need for increased Government oversight or likelihood of unsuccessful contract performance.

COLOR	RATING	DESCRIPTION
Blue	Outstanding	Offeror meets and exceeds requirements and has the following characteristics: <ul style="list-style-type: none"> • Has multiple strengths and no weakness; and • The risk of unsuccessful performance is low.
Green	Acceptable	Offeror meets requirements and has the following characteristics: <ul style="list-style-type: none"> • Weaknesses do not outweigh strengths or has no weakness and no strengths; and • The risk of unsuccessful performance is low to moderate.
Yellow	Marginal	Offeror does not clearly meet requirement and has the following characteristics: <ul style="list-style-type: none"> • The quote has one or more weaknesses which are not offset by strengths. • Risk of unsuccessful performance is moderate to high.
Red	Unacceptable	Offeror fails to meet one or more minimum requirements. Risk of unsuccessful performance is high. Not awardable.

M.4 PAST PERFORMANCE RATING METHODOLOGY

A structured past performance evaluation will be conducted to examine each offeror’s relevant past performance record. This assessment will determine the performance risk associated with each proposal and the degree of confidence for successful performance based on the offeror’s demonstrated record of performance on contracts of similar size and scope. The past performance evaluation will consider strengths, deficiencies, significant weaknesses, etc. of the overall performance record of each offeror (Prime Contractor and Subcontractor). Offeror’s past performance will be rated using the evaluation rating scale shown below. Sources of performance data will be offeror references submitted in accordance with the solicitation of proposals. The FBI has the right to contact any past performance reference for confirmation and/or supplemental information. The FBI may also consider other reasonably available past performance information.

COLOR	RATING	DESCRIPTION
Blue	High Confidence	Based on the Offeror's performance record, the Government has high confidence that the Offeror will successfully perform the required effort.
Green	Satisfactory Confidence	Based on the Offeror's performance record, the Government has confidence that the Offeror will successfully perform the required effort.
White	Neutral	No performance record is identifiable.
Yellow	Little Confidence	Based on the Offeror's performance record, the Government has little confidence that the Offeror will successfully perform the required effort.
Red	No Confidence	Based on the Offeror's performance record, the Government has no confidence that the Offeror will be able to successfully perform the required effort.

M.5 PRESENTATION/DEMONSTRATION RATING METHODOLOGY

As discussed above, the presentation/demonstration will include a demonstration of the offeror’s capabilities for purposes of determining compliance with the Privacy Act, 5. U.S.C. § 552a, the First Amendment to the United States Constitution, and FBI security standards. . The apparent awardee’s presentation/demonstration will be assessed on a PASS/FAIL basis, in accordance with the following ratings:

Rating	Description
PASS	The offeror’s solution, without modification, sufficiently complies with the Privacy Act, 5 U.S. C. § 552a, the First

	Amendment of the United States Constitution and FBI security standards.
FAIL	The offeror's solution, without modification, does not comply with the Privacy Act, 5 U.S. C. § 552a, the First Amendment of the United States Constitution and FBI security standards. t

M.6 AWARD

Contract Award will be made to the Offeror which proposes the best value to the Government when considering the criteria identified in this RFP, including the Oral Presentation/Demonstration factor, and all accompanying documentation The Government reserves the right to award without discussions.

-END REQUEST FOR PROPOSAL