

discrepancies. Return any incomplete or incorrect form(s) to applicant(s) to be corrected and re-submitted.

(4) Submit completed forms to the COR by no later than (14) calendar days after receipt of the blank forms and access to e-QIP has been initiated.

(5) As directed by the COR, initiate pre-appointment waivers for certain positions. This may entail performing credit history checks and submission of these checks as part of the security package, including satisfactory resolution of any issues prior to submission to the Government.

(6) As directed by the COR, review all forms prior to their being submitted to DOJ to ensure that candidates meet DOJ requirements, including residency and citizenship requirements.

(b) The Department will be responsible for the following:

(1) Determine the appropriate risk level for each contract employee position.

(2) Provide the Contractor an adequate supply of forms and instructions for completing the forms within five business days after contract award. Ensure that the Contractor is provided access to the e-QIP system as described in H.9.1.3(c).

(3) Ensure that completed security forms are forwarded to the appropriate investigating agency in accordance with appropriate internal procedures. The investigating agency will conduct the requisite investigations.

(4) Determine whether pre-appointment background investigation waivers will be needed, and if so, which positions will require such waivers. The COR will notify the Contractor which pre-appointment waivers to initiate.

(5) Notify the Contractor of the results of background investigations as they are completed and adjudicated. The COR will notify the Contractor of any applicants who are found ineligible for employment security approval so that the Contractor can immediately recruit and initiate paperwork to clear replacement applicants.

(6) Notify the Contracting Officer when a sufficient number of contract employees have received employment security approvals or pre-appointment waivers approvals. Upon receipt of this information and any other information which may be required elsewhere in the contract, the Contracting Officer will issue the Contractor a Notice to Proceed which permits the commencement of work under the contract.

(7) Maintain an up-to-date file of Certificates of Investigation (COI) and other background investigation-related documentation for all contract employees throughout the life of the contract.

(c) The investigating agency will furnish the relevant SPM the results of each proposed contract employee's investigation through issuance of a Certificate of Investigation (COI). Upon receipt of the COI and any other pertinent documents from the investigating agency, the SPM will determine whether or not each proposed contract employee should be granted employment security approval. This decision process is called "adjudication." The SPM will notify, if required, the investigating agency of the adjudicative

determination of each investigation. If OPM is the investigating agency, this will be accomplished by the SPM completing and submitting to OPM an INV Form 79A, "Report of Agency Adjudicative Action."

**H.9.1.6 Identity Proofing and Badging.**

(a) During the life of this contract, the right to unescorted access to Federally-controlled facilities and/or access Federally-controlled information systems shall be made available after the contract employees have (1) met the identity proofing requirements outlined below, and (2) completed all other security requirements stated elsewhere in this contract. During all operations on Government premises, the contract employees shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require contract employees to "sign-in" upon entry and "sign-out" upon departure from the DOJ facility.

(b) All contract employees requiring unescorted access to Federally-controlled facilities and/or access to Federally-controlled information systems (regardless of whether they will be issued a DOJ badge), shall comply with the identity proofing and registration requirements outlined below:

(1) Contract employees must present two forms of identification in original form prior to commencement of work under this contract and badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID); and,

(2) Contract employees must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed prior to commencement of work under this contract and badge issuance (as applicable), and must be documented by the DOJ official.

(c) All contract employees requiring unescorted access to a DOJ controlled facility shall comply with the badge requirements outlined below:

(1) When any Contractor employees enter a DOJ building for the first time, the contract employees shall allow one hour for security processing and the fabrication of buildings access badges.

(2) Building access badges shall be subject to periodic review by the Contractor's Supervisor and checked against the employee's personal identification. The contract employees shall present themselves for the issuance of renewed badges when required by the Government as scheduled by the COR or his designee. The Contractor shall notify the COR when employee badges are lost, and must immediately apply for reissuance of a replacement badge. The Contractor shall pay for reissued building access badges. It is the Contractor's responsibility to return badges to the COR or his designee when a contract employee is dismissed, terminated or assigned to duties not within the scope of this contract.

**H.9.1.7 Replacement Personnel**

(a) Security investigations are very costly to the Government. The Contractor shall make every effort to preclude incurrence of costs by the Government for security investigations for replacement of employees, and in so doing, shall assure that otherwise satisfactory and physically able employees assigned hereunder remain in contract performance for at least one (1) year. The Contractor shall take all necessary steps to assure that Contractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and meet all other requirements

stipulated herein.

(b) The fact that the Government performs security investigations shall not in any manner relieve the Contractor of its responsibility to assure that all personnel furnished are reliable and of reputable background and sound character. Should a security investigation conducted by the Government render ineligible a Contractor furnished employee, the Contracting Officer will investigate the cause and determine whether the Contractor has abdicated its responsibilities to make every effort to select reliable employees of reputable background and sound character. Should there be need to replace a contract employee due to nonperformance, the Contracting Officer will determine whether the Contractor has abdicated its responsibilities to make every effort to select trained and experienced employees.

(c) Should the Contracting Officer determine that the Contractor has failed to comply with the terms of Section H.9.1.5(a), the Contractor may be held monetarily responsible, at a minimum, for all reasonable and necessary costs incurred by the Government to (a) provide coverage (performance) through assignment of individuals employed by the Government or third parties in those cases where absence of Contractor personnel would cause either a security threat or DOJ program disruption and (b) conduct security investigations in excess of those which would otherwise be required.

(d) Nothing in this Clause shall require the Contractor to bear costs involved in the conduct of security investigations for replacement of an employee who becomes deceased or severely ill for a long period of time.

(e) Acceptance by the Government of consideration to which the Government may be entitled pursuant to paragraph (c) above shall not be construed to establish a course of conduct which will serve to limit the rights and remedies otherwise available to the Government. Under no circumstances shall the Contractor fail to comply with the terms and conditions set forth herein without assuming liability for such failure as may be established pursuant to this Clause. The rights and remedies conferred upon the Government by this Clause are in addition to all and other rights and remedies specified elsewhere in this contract or established by law.

#### **H.9.2 Contractor Facility**

(a) The Contractor shall implement physical controls as necessary to maintain the integrity and confidentiality of all data/information in its possession. At a minimum, the following requirements shall be in effect for Contractor controlled spaces where information is processed and/or stored:

- (1) Access to the facility shall be limited to Contractor personnel or those escorted by Contractor personnel.
- (2) Document/media storage areas shall be restricted to persons requiring access to them on a need-to-know basis and have a security access approval granted by the DOJ.
- (3) All areas designated for the storage of Grand Jury information require locked entrances and exits during non-working hours or a steel file cabinet that can be secured with a steel lock-bar and a General Services Administration approved changeable combination padlock, or its equivalent. Grand Jury information containing other types of sensitive information such as Federal Tax Return information, witness security information, and other types of highly sensitive information that have more stringent security requirements shall be stored and protected pursuant to security regulations governing such information and special security instructions provided by the organization originating the information.

(4) All designated storage areas/containers must be made available for inspection upon initial award of a contract and semiannually or as otherwise directed by the SPM, COR or COR designee.

(5) The facility clearance shall be at the Secret level.

(b) When Grand Jury information is in actual use by authorized personnel, it shall be protected as follows:

(1) Kept under constant review by an authorized person who is in a physical position to exercise direct security controls over the material;

(2) Covered, turned face down, placed in storage containers, or otherwise protected when unauthorized persons are present;

(3) The room containing the materials must be locked when vacated for short periods of time; and

(4) Returned to storage containers/areas as soon as practical after use.

### **H.9.3 Automation Equipment and Media Materials**

(a) At the conclusion of the contract period, all media materials used in conjunction with this contract shall be turned in to the DOJ for destruction. This includes not only paper records, but also all removable, "consumable" media such as CD-ROMs, etc. Any of these media materials that become defective during contract performance shall be immediately turned in to the DOJ for destruction. The Government will not compensate the Contractor for the costs of these media materials.

(b) At the conclusion of the contract period, the Contractor shall sanitize all other media which has been used in connection with contract work, such as PC hard drives and memory, network server hard drives and memory, etc. according to DOJ approved procedures. For example, the Government will require the Contractor to degauss all such media, or to write over the media a specified number of times. The Contractor will also be required to provide itemized certification that the degaussing has been completed for all equipment used in connection with the contract. If the Contractor is unable to degauss or sanitize the media to the satisfaction of the SPM, the Contractor must turn the media over to the Government for destruction. The Government will not compensate the Contractor for the cost of this effort.

(c) If any PCs, hard drives, memory, servers, etc. used in connection with the contract become defective during the contract performance period, the Contractor must either turn the media over to the Government for destruction, or sanitize the media in accordance with Government approved procedures and certify the sanitization. This also applies, of course, to equipment/media the Contractor chooses to sell or dispose of for other reasons. The Government will not compensate the Contractor for the cost of this effort.

(d) The Government reserves the right to inspect any equipment/media certified by the Contractor as having been degaussed or sanitized.

(e) The Contractor must ensure that sensitive information does not remain on the storage media, including hard disks and floppy disks, when the PC is removed from the Contractor's area for maintenance or other use. Maintenance personnel must be escorted and monitored by Department or Contractor personnel when allowed to perform on-site maintenance for the equipment. The storage media must be removed from the PC prior to removal of the PC from the area for maintenance.

(f) Any removable storage media must be appropriately marked with the classification level.

#### **H.9.4 Data Communications**

(a) The Contractor is responsible for ensuring the security of all data transmitted internally (e.g., within and between Contractor facilities) and data transmitted between the Contractor and its subcontractors. For transmission of sensitive, non-classified data, the COR may require the data to be encrypted in compliance with Federal Information Processing Standard (FIPS) 46-3, Data Encryption Standard (DES) and "Security Level 1" of FIPS 140-2, Security Requirements for Cryptographic Modules, or their successors.

(b) All encryption devices must be made available for inspection upon initial award of a contract and semiannually or as otherwise directed by the SPM, COR or COR designee.

#### **H.10 Standards of Conduct**

In performing this contract, Contractor personnel may be required to interact with high level government and non-government officials. The Contractor shall ensure that all its personnel conduct their work in a professional and responsible manner. All Contractor personnel working on the Government's site shall abide by the rules and regulations as set forth in the DOJ Employee Standards of Conduct (28 CFR Part 45).

#### **H.11 Publicity**

(a) Press releases or other publicity such as website announcements made in connection with this contract shall not be made by the Contractor, unless and until prior written consent has been provided from the Contracting Officer. The Contractor shall submit its draft press release(s) to the Procuring Contracting Officer (PCO), who shall coordinate the language with the DOJ Office of the Chief Information Officer (CIO), and the DOJ Office of Public Affairs (OPA), prior to giving final authorization. This process has been known to take anywhere from fifteen to thirty (15-30) days to complete from receipt of a draft press release and the Contractor acknowledges this fact when signing the contract.

(b) In order to provide equity of processing press releases or other award announcements, the Contractor shall submit their drafts within two business days after award of the contract(s) to the PCO. The PCO shall batch process and coordinate all the press releases to the appropriate offices specified above, and issue his/her written consent(s) at the same time to all Contractors. If one or a low number of the press releases is/are holding up consent for the many, then the PCO reserves the right to provide consent to the many and continue processing the other press releases.

(c) Nothing in this provision prohibits DOJ from making Agency award announcements or congressional notifications it deems appropriate.

#### **H.12 Freedom of Information Act Requests for Contractor's Proposal**

With respect to a Freedom of Information Act (FOIA) request for any part of the Contractor's technical proposal that is either set forth or incorporated by reference in this contract, before responding to the FOIA request the Department will afford the Contractor an opportunity to explain why it believes some or all of the relevant parts of the technical proposal may be exempt from release under the FOIA.

#### **H.13 Data and Property Rights**

(a) **Government Furnished Data and Materials.** The Government shall retain all rights and privileges, including those of patent and copy, to all Government furnished data. The Contractor shall neither retain nor reproduce for private or commercial use any information or other materials furnished or made available under this contract (to include orders issued under this contract). The Contractor agrees not to assert any rights at common law or in equity or establish any claim to statutory copyright in such data. These rights are not exclusive and are in addition to any other rights and remedies to which the Government is otherwise entitled elsewhere in this contract or the task order.

(b) **Contractor Produced Data and Materials.** All property rights, including publication rights, in the information and materials first produced by the Contractor in connection with this contract (to include orders issued under this contract) shall vest in the Government. Information and materials shall include, but are not limited to: computer software applications/data bases, software documentation, plans, systems analyses, reports, extracts, test data and procedures.

(c) **Commercial Computer Software.** At a minimum, the rights of the Government regarding the use, reproduction and disclosure of commercial computer software provided under a order shall be as described in Section I.1, FAR Clause 52.227-19. Additional rights may be specified by the Government in an order.

#### **H.14 Organizational Conflict of Interest**

(a) The Contractor will be required to warrant that, to the best of its knowledge and belief, and except as otherwise set forth in this contract or the order, it does not have any organizational conflict of interest as defined below.

The term "organizational conflict of interest" means a situation where a Contractor has interests, either due to its other activities or its relationships with other organizations, which place it in a position that may be unsatisfactory or unfavorable (a) 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 (b) from industry's standpoint in that unfair competitive advantages may accrue to the Contractor in question.

(b) The Contractor agrees that, if after placement of an order it discovers an organizational conflict of interest with respect to the order, the Contractor shall make an immediate and full disclosure in writing to the Contracting Officer that shall include a description of the action that the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Department may, however, terminate the order for the convenience of the Government if it would be in the best interest of the Government.

(c) If the Contractor was aware of organizational conflict of interest before the placement of a task order and intentionally did not disclose the conflict to the Contracting Officer, the Department may terminate the task order at no cost to the Government.

#### **H.15 Confidentiality of Computer Systems**

Any Contractor computer systems or databases utilized in the performance of this contract and/or Contractor personnel shall not be programmed to intentionally divulge or release any information utilized under this contract except as required by the contract, the order, or as directed by the Contracting Officer or COR.

#### **H.16 Indemnification**

(a) **Responsibility for Government-owned or leased Property and Equipment.** During performance,

the Contractor shall be responsible for all negligent acts or omissions of its employees or agents or the employees or agents of its subcontractor(s). In this regard, the Contractor shall, at no cost to the Government and at the Government's option, replace or compensate the Government for any damage to or loss of Government-owned or -leased property caused by such negligent acts or omissions.

(b) Responsibility for Contractor or Third-party owned or leased Property and Equipment. The Contractor shall indemnify the Government against any and all liability claims for loss or damage to any Contractor owned or leased property occurring as a result of negligence or omissions by employees or agents of the Contractor or its subcontractor(s) in connection with the performance of work under the terms of this delivery order.

(c) Responsibility for Property and Equipment Damaged or Lost through no fault of the Contractor or the Government. Property damage or loss that occurs through no fault of either the Contractor, their subcontractors or agents or the Government shall be the responsibility of the party holding title to or having leased the property.

**H.17 Subcontracts and Administrative Contracting Officer (ACO) Consent**

(a) Subcontracting is not restricted under this contract if it does not adversely affect the quality or delivery of the final product or service. The ACO shall have the right to restrict subcontracting if it is determined that such an action is in the best interest of the Government.

(b) Subcontractors named and described in the Contractor's successful proposal are considered authorized to perform work under this contract without further written consent from the ACO, unless such consent is revoked by the ACO. Other proposed subcontractors must be identified in writing and written consent must be provided by the ACO, prior to starting the work.

**H.18 Prohibition Against Soliciting and Performing Personal Services**

(a) The performance of personal services under this contract is strictly prohibited.

(b) Personal service contracting is described in Section 37.104 of the Federal Acquisition Regulations (FAR). There are a number of factors, when taken individually or collectively, which may constitute personal services. Each contract arrangement must be judged in light of its own facts and circumstances, but the question relative to personal services is: Will the Government exercise relatively continuous supervision and control over the contractor personnel performing this contract?

(c) The government and the Contractor understand and agree that the support services to be delivered under this contract are nonpersonal services in nature, that is no employer-employee relationships exist or will exist under the contract between the government and the contractor or between the Government and the contractor's employees.

(d) Contractor personnel under this contract shall not:

1. Be placed in a position where they are appointed or employed by a Federal employee, or are under the supervision, direction, or evaluation of a Federal employee.
2. Be placed in a Federal staff or policy making position.
3. Be placed in a position of supervision, direction, or evaluation over DOJ personnel, or personnel of other contractors, or become a part of a government organization.

(e) Employee Relationship

1. The services to be performed under this contract do not require the contractor or its employees to exercise personal judgment and discretion on behalf of the government.
2. Rules, regulations, direction, and requirements which are issued by DOJ management under their responsibility for good order, administration, and security are applicable to all personnel who enter a Government installation. This is not to be construed or interpreted to establish any degree of Government control which is inconsistent with a non-personal services contract.
3. The Contractor shall immediately advise the Contracting Officer if the contractor or its employees are directed by any Government employee to perform work that the Contractor believes constitutes personal services.

(f) Contractor Management Responsibility

The Contractor shall appoint a supervisor/manager who will be the contractor's authorized representative for technical and administrative performance of all services required hereunder. The supervisor shall provide the single point of contact through which all contractor/government communications, work, and technical direction shall flow. The supervisor shall receive and execute, on behalf of the Contractor, such technical direction as the COR may issue within the terms and conditions of the contract. All administrative support of contractor technical personnel required to fulfill the tasks assigned under this contract shall be the responsibility of the contractor.

**H.19 Type of Contract (APR 1984) FAR 52.216-1**

This is a fixed unit price, indefinite quantity delivery order type contract. Individual orders placed under the contract will be issued on a firm fixed-price basis.

**H.20 Small Business Subcontracting Plan Requirements**

(a) The Contractor's contract specific or approved corporate-wide plan shall provide for a fair portion of the work awarded to be subcontracted to Small, Veteran-Owned Small, Disabled Veteran-Owned Small, HUB Zone Small, Small Disadvantaged, and Women-Owned Small Businesses. The government-wide total goal is 40% of the *total planned subcontracting dollars*. The Contractor must set-forth in its proposal what it believes are the fair and proper goals for each of the various types of small businesses listed in Attachment 2. The Government's suggested goals, based on statutory minimum levels, are as follows:

<b>Business Size</b>	<b>Suggested % Goal</b>
Small Business	39%
Small Disadvantaged Small Business	5%
Woman-Owned Small Business	5%
HUBZone Business	3%
Service-Disabled Veteran Owned Small Business	3%

(b) The Contractors' proposed plan shall indicate the annual and total amount of planned subcontract dollars and percentages of *planned subcontracting dollars* for all subcontracted business types, large or small.



(c) The Small Business Subcontracting Plan submitted by \_\_\_\_\_ dated \_\_\_\_\_, as definitized in Section G.3.1 concerning the delivery of reports, has been approved by the Contracting Officer and is incorporated herein and made a part of this contract as Section J, Attachment 2.

Note: Does not apply to Small Businesses as defined under this solicitation/contract.

**H.21 Facility Access**

(a) Rights of Egress and Ingress

During the life of this contract, the rights of ingress to and egress from the Department of Justice facility for the Contractor's representatives shall be made available as required. During all operations on Government premises, the Contractor's personnel shall comply with the 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 Department of Justice facility.

(b) Building Access Passes

1. When any Contractor or subcontractor personnel enter a DOJ building for the first time, the Contractor shall allow one hour for security processing and the fabrication of buildings access passes.
2. Passes shall be subject to periodic review by the Contractor's Supervisor and checked against the employee's personal identification. The Contractor's employees shall present themselves for the issuance of renewed passes when required by the Government as scheduled by the COR or his designee. The Contractor shall notify the COR when employee passes are lost, and must immediately apply for reissuance of a replacement pass. It is the Contractor's responsibility to return passes to the COR or his designee when a Contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

**H.22 Personnel Requirements (Hiring)**

The Contractor shall not hire any employee with the specific purpose of providing interim employment for the employee until employment by the Government can be effected.

**H.23 Government Rights in Data and Computer Software**

(a) The Government shall have unlimited rights, as delineated in FAR Clause 52.227-14, which is incorporated by reference in Section I herein, in all computer software, documentation, and other data developed by the Contractor under this contract.

(b) The Contractor shall not duplicate or disclose in any manner, for any purpose whatsoever, or have or permit others to do so, any of the computer software, documentation, and other data developed by the Contractor under this contract.

(c) The Government shall have restricted rights, as delineated in Alternate III of the FAR clause 52.227-14, in all restricted computer software furnished by the Contractor under this contract.

**H.24 Reserved**

**H.25 Security of Department Information and Systems**

**a. Applicability to Contractors and Subcontractors**

This clause applies to all contractors and subcontractors, including cloud service providers ("CSPs"), and personnel of contractors, subcontractors, and CSPs (hereinafter collectively, "Contractor") that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information. It establishes and implements specific DOJ requirements applicable to this Contract. The requirements established herein are in addition to those required by the Federal Acquisition Regulation ("FAR"), including FAR 11.002(g) and 52.239-1, the Privacy Act of 1974, and any other applicable laws, mandates, Procurement Guidance Documents, and Executive Orders pertaining to the development and operation of Information Systems and the protection of Government Information. This clause does not alter or diminish any existing rights, obligation or liability under any other civil and/or criminal law, rule, regulation or mandate.

**b. General Definitions**

- (1) Information means any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information includes information in an electronic format that allows it be stored, retrieved or transmitted, also referred to as "data," and "personally identifiable information" ("PII"), regardless of form.
- (2) Personally Identifiable Information (or PII) means any information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity, such as his or her name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.
- (3) DOJ Information means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, Information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired in order to perform the contract.
- (4) Information System means any resources, or set of resources organized for accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of (hereinafter collectively, "processing, storing, or transmitting") Information.
- (5) Covered Information System means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information.

**c. Confidentiality and Non-disclosure of DOJ Information**

- (1) Preliminary and final deliverables and all associated working papers and material generated by Contractor containing DOJ Information are the property of the U.S. Government and must be submitted to the Contracting Officer ("CO") or the CO's Representative ("COR") at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14.

- (2) All documents produced in the performance of this contract containing DOJ Information are the property of the U.S. Government and Contractor shall neither reproduce nor release to any third-party at any time, including during or at expiration or termination of the contract without the prior written permission of the CO.
- (3) Any DOJ information made available to Contractor under this contract shall be used only for the purpose of performance of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In performance of this contract, Contractor assumes responsibility for the protection of the confidentiality of any and all DOJ Information processed, stored, or transmitted by the Contractor. When requested by the CO (typically no more than annually), Contractor shall provide a report to the CO identifying, to the best of Contractor's knowledge and belief, the type, amount, and level of sensitivity of the DOJ Information processed, stored, or transmitted under the Contract, including an estimate of the number of individuals for whom PII has been processed, stored or transmitted under the Contract and whether such information includes social security numbers (in whole or in part).

d. Compliance with Information Technology Security Policies, Procedures and Requirements

- (1) For all Covered Information Systems, Contractor shall comply with all security requirements, including but not limited to the regulations and guidance found in the Federal Information Security Management Act of 2014 ("FISMA"), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology ("NIST") Special Publications ("SP"), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards ("FIPS") Publications 140-2, 199, and 200, OMB Memoranda, Federal Risk and Authorization Management Program ("FedRAMP"), DOJ IT Security Standards, including DOJ Order 0904, as amended. These requirements include but are not limited to:
  - (a) Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise;
  - (b) Providing security awareness training including, but not limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems;
  - (c) Creating, protecting, and retaining Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information;
  - (d) Maintaining authorizations to operate any Covered Information System;
  - (e) Performing continuous monitoring on all Covered Information Systems;
  - (f) Establishing and maintaining baseline configurations and inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Information Systems;
  - (g) Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups;

- (h) Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods where required;
  - (i) Establishing an operational incident handling capability for Covered Information Systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and reporting incidents to appropriate officials and authorities within Contractor's organization and the DOJ;
  - (j) Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance;
  - (k) Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media;
  - (l) Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized U.S. citizens unless a waiver has been granted by the Contracting Officer ("CO"), and protecting the physical facilities and support infrastructure for such Information Systems;
  - (m) Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards;
  - (n) Assessing the risk to DOJ Information in Covered Information Systems periodically, including scanning for vulnerabilities and remediating such vulnerabilities in accordance with DOJ policy and ensuring the timely removal of assets no longer supported by the Contractor;
  - (o) Assessing the security controls of Covered Information Systems periodically to determine if the controls are effective in their application, developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Information Systems, and monitoring security controls on an ongoing basis to ensure the continued effectiveness of the controls;
  - (p) Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security; and
  - (q) Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate action in response.
- (2) Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an Authority to Operate ("ATO") for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. The

DOJ standards and requirements for obtaining an ATO may be found at DOJ Order 0904, as amended. (For Cloud Computing Systems, see Section V, below.)

- (3) Contractor shall ensure that no Non-U.S. citizen accesses or assists in the development, operation, management, or maintenance of any DOJ Information System, unless a waiver has been granted by the by the DOJ Component Head (or his or her designee) responsible for the DOJ Information System, the DOJ Chief Information Officer, and the DOJ Security Officer.
- (4) When requested by the DOJ CO or COR, or other DOJ official as described below, in connection with DOJ's efforts to ensure compliance with security requirements and to maintain and safeguard against threats and hazards to the security, confidentiality, integrity, and availability of DOJ Information, Contractor shall provide DOJ, including the Office of Inspector General ("OIG") and Federal law enforcement components, (1) access to any and all information and records, including electronic information, regarding a Covered Information System, and (2) physical access to Contractor's facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data reviews by DOJ or agents acting on behalf of DOJ, and such access shall be provided within 72 hours of the request. Additionally, Contractor shall cooperate with DOJ's efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of DOJ Information.
- (5) The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause is prohibited until Contractor provides a letter to the DOJ CO, and obtains the CO's approval, certifying compliance with the following requirements:
  - (a) Media must be encrypted using a NIST FIPS 140-2 approved product;
  - (b) Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
  - (c) Where applicable, media must utilize antivirus software and a host-based firewall mechanism;
  - (d) Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information is sensitive information unless specifically designated as non-sensitive by the DOJ; and,
  - (e) A Rules of Behavior ("ROB") form must be signed by users. These rules must address, at a minimum, authorized and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the user that he or she has no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.
- (6) Contractor-owned removable media containing DOJ Information shall not be removed from DOJ facilities without prior approval of the DOJ CO or COR.
- (7) When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with DOJ security requirements.

- (8) Contractor must keep an accurate inventory of digital or electronic media used in the performance of DOJ contracts.
- (9) Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 15 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned to the DOJ in a format and form acceptable to the DOJ. The removal and return of all DOJ Information must be accomplished in accordance with DOJ IT Security Standard requirements, and an official of the Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 15 days of the removal and return of all DOJ Information.
- (10) DOJ, at its discretion, may suspend Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident (see Section V.E. below), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to the DOJ, and that upon request by the CO, Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at Contractor's expense.

**e. Cloud Computing**

- (1) Cloud computing means an Information System having the essential characteristics described in NIST SP 800-145, *The NIST Definition of Cloud Computing*. For the sake of this provision and clause, Cloud Computing includes Software as a Service, Platform as a Service, and Infrastructure as a Service, and deployment in a Private Cloud, Community Cloud, Public Cloud, or Hybrid Cloud.
- (2) Contractor may not utilize the Cloud system of any CSP unless:
  - (a) The Cloud system and CSP have been evaluated and approved by a 3PAO certified under FedRAMP and Contractor has provided the most current Security Assessment Report ("SAR") to the DOJ CO for consideration as part of Contractor's overall System Security Plan, and any subsequent SARs within 30 days of issuance, and has received an ATO from the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under contract; or,
  - (b) If not certified under FedRAMP, the Cloud System and CSP have received an ATO signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under the contract.
- (3) Contractor must ensure that the CSP allows DOJ to access and retrieve any DOJ Information processed, stored or transmitted in a Cloud system under this Contract within a reasonable time of any such request, but in no event less than 48 hours from the request. To ensure that the DOJ can fully and appropriately search and retrieve DOJ Information from the Cloud system, access shall include any schemas, meta-data, and other associated data artifacts.

**f. Information System Security Breach or Incident**

**(1) Definitions**

- (a) Confirmed Security Breach (hereinafter, "Confirmed Breach") means any confirmed unauthorized exposure, loss of control, compromise, exfiltration, manipulation, disclosure,

acquisition, or accessing of any Covered Information System or any DOJ Information accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system.

- (b) Potential Security Breach (hereinafter, "Potential Breach") means any suspected, but unconfirmed, Covered Information System Security Breach.
  
  - (c) Security Incident means any Confirmed or Potential Covered Information System Security Breach.
- (2) Confirmed Breach. Contractor shall immediately (and in no event later than within 1 hour of discovery) report any Confirmed Breach to the DOJ CO and the CO's Representative ("COR"). If the Confirmed Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call DOJ-CERT at 1-866-US4-CERT (1-866-874-2378) immediately (and in no event later than within 1 hour of discovery of the Confirmed Breach), and shall notify the CO and COR as soon as practicable.
- (3) Potential Breach.
- (a) Contractor shall report any Potential Breach within 72 hours of detection to the DOJ CO and the COR, *unless* Contractor has (a) completed its investigation of the Potential Breach in accordance with its own internal policies and procedures for identification, investigation and mitigation of Security Incidents and (b) determined that there has been no Confirmed Breach.
  - (b) If Contractor has not made a determination within 72 hours of detection of the Potential Breach whether an Confirmed Breach has occurred, Contractor shall report the Potential Breach to the DOJ CO and COR within one-hour (i.e., 73 hours from detection of the Potential Breach). If the time by which to report the Potential Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call the DOJ Computer Emergency Readiness Team (DOJ-CERT) at 1-866-US4-CERT (1-866-874-2378) within one-hour (i.e., 73 hours from detection of the Potential Breach) and contact the DOJ CO and COR as soon as practicable.
- (4) Any report submitted in accordance with paragraphs (B) and (C), above, shall identify (1) both the Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII, (2) all steps and processes being undertaken by Contractor to minimize, remedy, and/or investigate the Security Incident, (3) any and all other information as required by the US-CERT Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and (4) any other information specifically requested by the DOJ. Contractor shall continue to provide written updates to the DOJ CO regarding the status of the Security Incident at least every three (3) calendar days until informed otherwise by the DOJ CO.
- (5) All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials or the DOJ Core Management Team at DOJ's discretion.
- (6) Upon notification of a Security Incident in accordance with this section, Contractor must provide to DOJ full access to any affected or potentially affected facility and/or Information System, including

access by the DOJ OIG and Federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

- (7) DOJ, at its sole discretion, may obtain, and Contractor will permit, the assistance of other federal agencies and/or third party contractors or firms to aid in response activities related to any Security Incident. Additionally, DOJ, at its sole discretion, may require Contractor to retain, at Contractor's expense, a Third Party Assessing Organization (3PAO), acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Information Systems.
- (8) Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

**g. Personally Identifiable Information Notification Requirement**

Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose Personally Identifiable Information ("PII") was, or is reasonably determined by DOJ to have been, compromised. Any notification shall be coordinated with the DOJ CO and shall not proceed until the DOJ has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by Contractor shall be coordinated with, and subject to the approval of, DOJ. Contractor shall be responsible for taking corrective action consistent with DOJ Data Breach Notification Procedures and as directed by the DOJ CO, including all costs and expenses associated with such corrective action, which may include providing credit monitoring to any individuals whose PII was actually or potentially compromised.

**h. Pass-through of Security Requirements to Subcontractors and CSPs**

The requirements set forth in the preceding paragraphs of this clause apply to all subcontractors and CSPs who perform work in connection with this Contract, including any CSP providing services for any other CSP under this Contract, and Contractor shall flow down this clause to all subcontractors and CSPs performing under this contract. Any breach by any subcontractor or CSP of any of the provisions set forth in this clause will be attributed to Contractor.

**H.26 Common Security Configurations in Information Technology (IT) Products and Services**

(A) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the applicable and latest Defense Information Systems Agency (DISA) Security Technical Implementation Guides (STIGS) (<https://iase.disa.mil/stigs/Pages/a-z.aspx>, for secure configuration implementation.

(B) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved STIG configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.



(C) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

**H.27 Continuing Contract Performance during a Pandemic Influenza or other National Emergency**

(a) During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

(b) The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

(c) The types of actions a federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

(d) It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or, in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

(e) The Department does reserve the right in such emergency situations to use federal employees, employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of Federal Procurement Policy issuance "Emergency Acquisitions", May 2007 and Subpart 18.2, Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.

**H.28 Section 508 Compliance**

(a) Section 508 of the Rehabilitation Act of 1973 requires that Federal agencies' electronic and information technology (EIT) is accessible to people with disabilities. The Federal Acquisition Regulations (FAR) Final Rule for Section 508 (EIT Accessibility) can be found at [www.section508.gov](http://www.section508.gov).

(b) The contractor must ensure that all EIT products that are less than fully compliant are offered pursuant to extensive market research which ensures that they are the most compliant products and services available. For every EIT product that does not comply with 36 CFR Part 1194, the contractor shall on 30 days notice, make every effort to replace or upgrade it with a compliant equivalent product or service, if commercially available and cost neutral.

(c) By authorized signature on the contract, the Contractor certifies that it shall comply with applicable requirements of Section 508 of the Rehabilitation Act of 1973 as identified in *Attachment 5* of this solicitation.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 Reserved****I.2 Clauses Incorporated by Reference (FAR 52.252-2) (FEB 1998)**

This contract incorporates the following FAR 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.

CLAUSE NO.	DATE	TITLE
52.202-1	Nov 2013	Definitions
52.203-3	Apr 1984	Gratuities
52.203-5	May 2014	Covenant Against Contingent Fees
52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government
52.203-7	May 2014	Anti-Kickback Procedures
52.203-8	May 2014	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	May 2014	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Oct 2010	Limitations on Payments to Influence Certain Federal Transactions
52.203-13	Oct 2015	Contractor Code of Business Ethics and Conduct
52.203-16	Dec 2011	Preventing Personal Conflicts of Interest
52.203-17	Apr 2014	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
52.204-4	May 2011	Printed or Copied Double-Sided on Recycled Paper
52.204-7	Oct 2018	System for Award Management
52.204-9	Jan 2011	Personal Identity Verification of Contractor Personnel
52.204-10	Oct 2018	Reporting Executive Compensation and First-Tier Subcontract Awards
52.204-13	Oct 2018	System for Award Management Maintenance
52.204-22	Jan 2017	Alternative Line Item Proposal
52.209-6	Oct 2015	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment
52.209-9	Oct 2018	Updates of Publicly Available Information Regarding Responsibility Matters
52.209-10	Nov 2015	Prohibition on Contracting With Inverted Domestic Corporations
52.215-2	Oct 2010	Audit and Records - Negotiation
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-14	Oct 2010	Integrity of Unit Prices
52.219-8	Oct 2018	Utilization of Small Business Concerns
52.219-9	Aug 2018	Small Business Subcontracting Plan
52.219-16	Jan 1999	Liquidated Damages - Small Business Subcontracting Plan
52.219-28	Jul 2013	Post-Award Small Business Program Representation
52.222-3	Jun 2003	Convict Labor
52.222-19	Jan 2018	Child Labor - Cooperation with Authorities and Remedies
52.222-21	Apr 2015	Prohibition of Segregated Facilities
52.222-26	Sep 2016	Equal Opportunity
52.222-35	Oct 2015	Equal Opportunity for Veterans
52.222-36	Jul 2014	Equal Opportunity for Workers with Disabilities
52.222-37	Feb 2016	Employment Reports on Veterans

52.222-38	Feb 2016	Compliance with Veteran's Employment Reporting Requirements
52.222-41	Aug 2018	Service Contract Labor Standards
52.222-50	Mar 2015	Combating Trafficking in Persons
52.222-54	Oct 2015	Employment Eligibility Verification
52.223-5	Aug 2011	Pollution Prevention and Right-to-Know Information
52.223-6	May 2001	Drug-Free Workplace
52.223-10	May 2011	Waste Reduction Program
52.224-1	Apr 1984	Privacy Act Notification
52.224-2	Apr 1984	Privacy Act
52.224-3	Jan 2017	Privacy Training
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.227-1	Dec 2007	Authorization and Consent
52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-14	May 2014	Rights in Data General (ALT III)
52.227-17	Dec 2007	Rights in Data - Special Works
52.227-19	Dec 2007	Commercial Computer Software License
52.229-3	Feb 2013	Federal, State, and Local Taxes
52.230-2	Oct 2015	Cost Accounting Standards
52.232-1	Apr 1984	Payments
52.232-8	Feb 2002	Discounts for Prompt Payments
52.232-11	Apr 1984	Extras
52.232-17	May 2014	Interest
52.232-23	May 2014	Assignment of Claims
52.232-25	Jan 2017	Prompt Payment
52.232-33	Oct 2018	Payment by Electronic Funds Transfer Payment – System for Award Management
52.232-39	Jul 2013	Unenforceability of Unauthorized Obligations
52.232-40	Dec 2013	Providing Accelerated Payments to Small Business Subcontractors
52.233-1	May 2014	Disputes
52.233-3	Aug 1996	Protest After Award
52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
52.237-3	Jan 1991	Continuity of Services
52.239-1	Aug 1996	Privacy or Security Safeguards
52.242-13	Jul 1995	Bankruptcy
52.243-1 Alt I	Aug 1987	Changes - Fixed Price Alternate I
52.244-2	Oct 2010	Subcontracts
52.244-5	Dec 1996	Competition in Subcontracting
52.244-6	Oct 2018	Subcontracts for Commercial Items
52.245-1	Jan 2017	Government Property
52.245-9	Apr 2012	Use and Charges
52.248-1	Oct 2010	Value Engineering
52.249-2	Apr 2012	Termination for Convenience of the Government (Fixed-Price)
52.249-8	Apr 1984	Default (Fixed-Price Supply and Service)
52.249-14	Apr 1984	Excusable Delays
52.253-1	Jan 1991	Computer Generated Forms

### I.3 **Clauses Incorporated in Full Text**

**FAR Clause 52.203-14 Display of Hotline Poster (Oct 2015)**

(a) *Definition.*

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Office of the Inspector General  
Fraud Detection Office  
Attn: Poster Request  
1300 North 17<sup>th</sup> Street, Suite 3200  
Arlington, VA 22209

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$55000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

**FAR Clause 52.233-2 Service of Protest (Sep 2006)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer by obtaining written and dated acknowledgment of receipt from Department of Justice, Director, Procurement Services Staff, 145 N Street NE, Room 8E.408, 2 Constitution Square, Washington, DC 20530.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**I.4 Justice Acquisition Regulation (JAR) Clause(s) Incorporated in Full Text**

The following clause is incorporated in full text:

**2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Materials (Jun 1996)**

- (a) "Unsafe condition" as used in this clause means the actual or potential exposure of contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COR) as potentially hazardous and requiring safety controls.
- (b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require contractors to apprise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.
- (c) Prior to commencement of work, contractors are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
- (d) If during the performance of the work under this contract, the contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the contractor shall immediately notify the contracting officer, or designee, (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the contractor's recommendations for the protection and the safety of Government, contractor and subcontractor personnel and property that may be exposed to the unsafe condition.
- (e) When the Government receives notice of an unsafe condition from the contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.
- (f) Nothing contained in this clause shall relieve the contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

**2852.233-70 Protests Filed Directly with the Department of Justice (Jan 1998)**

- (a) The following definitions apply in this provision:
  - (1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
  - (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
  - (3) "Interested Party" means an actual or prospective Offeror whose direct economic interest would be benefitted by the award of a contract or by the failure to award a contract.
- (b) A protest filed directly with the Department of Justice must:
  - (1) Indicate that it is a protest to the agency.
  - (2) Be filed with the Contracting Officer.
  - (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protest is silent on this matter, the Contracting Officer will

- decide the protest.
- (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
- (5) Include the information required by FAR 33.103(d)(2):
  - (i) Name, address, fax number and telephone number of the protestor.
  - (ii) Solicitation or contract number.
  - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
  - (iv) Copies of relevant documents.
  - (v) Request for a ruling by the agency.
  - (vi) Statement as to the form of relief requested.
  - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
  - (viii) All information establishing the timeliness of the protest.
- (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
- (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting officer. The Agency Protest Official will not consider appeals from the Contracting officer's decision on an agency protest.
- (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protester for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.





**PART III - ATTACHMENTS**

**SECTION J - LIST OF ATTACHMENTS**

Attachment 1 – Mandatory Databases - State Materials

Attachment 2 – Small Business Subcontracting Plan Outline

Attachment 3 – Reserved

Attachment 4 – RFP Comments & Questions

Attachment 5 – Section 508 Compliance Checklist

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K – REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

Certain representations and certifications must be made by the Offeror and must be filled in as appropriate. The signature of the Offeror in Block 17 of Standard Form 33 (which is the face page of this solicitation) constitutes the making of the applicable representations and certifications. Award of any contract to the Offeror shall be considered to have incorporated the applicable representations and certifications by reference in accordance with FAR 15.204-1(b). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**K.1 Reserved**

**K.2 Annual Representations and Certifications (OCT 2018) FAR 52.204-8**

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 518210.

(2) The small business size standard is \$32,500,000.

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

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements—Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vii) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(viii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(ix) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(x) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xi) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvi) 52.222-57, Representation Regarding Compliance with Labor Laws (Executive Order 13673). This provision applies to solicitations expected to exceed \$50 million which are issued from October 25, 2016 through April 24, 2017, and solicitations expected to exceed \$500,000, which are issued after April 24, 2017.

**Note to paragraph (c)(1)(xvi):** By a court order issued on October 24, 2016, 52.222-57 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals—Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

(iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(v) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.

(vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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

**K.3 Prohibition On Contracting With Inverted Domestic Corporations - Representations (FAR 52.209-2) (NOV 2015)**

(a) *Definitions.* "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* The offeror represents that—

- (1) It  is,  is not an inverted domestic corporation; and
- (2) It  is,  is not a subsidiary of an inverted domestic corporation.

**K.4 Certification Regarding Responsibility Matters (FAR 52.209-5) (OCT 2015)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals --

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged

by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision; and

(D) Have , have not , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

*(i) The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

*(ii) The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

*(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.*

*(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.*

*(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.*

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has  has not , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer; director; owner; partner; or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5 Information Regarding Responsibility Matters (FAR 52.209-7) (Oct 2018)**

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means—



- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in—
  - (A) The payment of a monetary fine or penalty of \$5,000 or more; or
  - (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.
- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.sam.gov> (see 52.204-7).

**K.6 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FAR 52.209-11) (FEB 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

**K.7 Certification Regarding Tax Matters (FAR 52.209-12) (FEB 2016)**

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including option), the Offeror shall certify that, to the best of its knowledge and belief, it—

(1) Has  filed all Federal tax returns required during the three years preceding the certification;

(2) Has not  been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not , more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

**SECTION L – INSTRUCTIONS, CONDITIONS, AND NOTICES  
TO OFFERORS**

**L.1 Instructions to Offerors Competitive Acquisition (JAN 2017) FAR 52.215-1**

a) *Definitions.* As used in this provision—

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

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

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

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

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

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

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

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

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

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

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

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

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

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

(3) It is the only proposal received.

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

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

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

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

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

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

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

## **L.2 Notices and Provisions**

### **L.2.1 Type of Contract (APR 1984) FAR 52.216-1**

The Government contemplates award of one (1) or more fixed unit price, indefinite delivery, indefinite quantity (IDIQ) task order type contracts resulting from this solicitation.

## **L.3 Inquiries Concerning the RFP**

(a) Any questions concerning the RFP must be inputted into Attachment 4 and submitted via email to [Andrew.S.Martin@usdoj.gov](mailto:Andrew.S.Martin@usdoj.gov). **The Date and Time specified for the Receipt of Attachment 4 – RFP Comments & Questions: November 16, 2018 @ 12:00 PM EST.** Government responses to questions will be provided via an amendment to the RFP on the FBO web site, giving due regard to the proper protection of proprietary information.

(b) The Department will only respond to questions received after the above date if a response is warranted or is in the best interest of DOJ.

**L.4 Solicitation Amendments**

(a) Any Amendments or other informational material issued by the Department prior to the due date specified for proposals will only be made available on the FBO website at [www.fbo.gov](http://www.fbo.gov).

(b) Amendments (if any) issued by the Department after receipt of proposals will be issued only to those Offerors making prime proposals and will normally be sent via email.

**L.5. Format and Instructions for Proposals**

(a) Proposals submitted in response to this solicitation shall be formatted in accordance with the instructions provided in this section. Offerors shall furnish proposals in separately bound volumes in the quantities specified below. Each volume shall be complete in itself in order that evaluation of one volume may be accomplished independently of, and concurrently with, evaluation of the others. Separate electronic files shall be provided for each proposal. Microsoft Word, PDF, and Excel formats are required. The pricing spreadsheet must be submitted in Excel the same as it was distributed. The Government will not accept facsimile submissions of offers for this procurement.

(b) If discussions are held and the offeror submits a proposal revision(s) as a result of discussions, the offeror MUST submit with its final proposal revision an updated electronic version of its proposal that includes all changes, revisions and modifications made to the proposal during the course of the acquisition.

(c) Each page within each volume and section shall be numbered using a consistent numbering scheme. This scheme shall also be used for all supporting documentation such as charts, figures, etc. included in each volume.

(d) Reserved

(e) To be considered compliant and eligible for award, the proposal shall, at a minimum, include the information identified in Sections L.5.1, L.5.2, L.5.3, and L.5.4 below. There are no specific page limitations for Volume I, except that Offerors are cautioned to use common sense and make sure their proposals are not overly elaborate. Proposals to meet only a portion of the full requirements, or proposals that price less than the full complement of line items, are not acceptable and will be rejected by the Department as non-responsive.

(f) Your Business/Price proposal and Technical proposal should be prepared simply and economically providing a straightforward and concise delineation of capabilities to perform satisfactorily the contract work being sought. Your proposal should therefore be practical, legible, clear and coherent. In order that evaluation may be accomplished strictly on the merit of material **submitted**, no dollar costs are to be included in your technical proposal.

(g) Prospective offerors are cautioned against discussing the preparation of their proposal or technical questions with Government technical personnel. The circumstances of such a contact, when verified, may result in non-consideration of the offeror's proposal. Discussions with Government technical personnel concerning the specifications, the documents incorporated by reference, cost and pricing, or any other technical matters are strictly forbidden. Accordingly, all communications prior to award shall be directed to the Contracting Officer whose name and phone number appear in Block 10 of the Cover Page, Standard Form 33.

**L.5.1 Overview of the Subsections within the Proposal (Volumes I, II and III)**

**L.5.1.1 Volume I – Business/Management Proposal**

<b>Volume I Proposal Subsections</b>	
<b>Proposal Volume/Subsection</b>	<b>Sect. L Ref.</b>
Cover Letter and Principal Information	L.5.2.1
Subsection 1, Terms and Conditions	L.5.2.2
Subsection 2, Subcontracting	L.5.2.3
Subsection 3, Reserved	L.5.2.4
Subsection 4, Small Business Subcontracting Plan (Large business Offerors only)	L.5.2.5
Subsection 5, Past Performance References	L.5.2.6
Subsection 6, Reserved	L.5.2.7
Subsection 7, Reference Materials (electronically only)	L.5.2.8
Subsection 8, Section 508 Compliance Checklist	L.5.2.9

**L.5.1.2 Volume II - Pricing Proposal**

<b>Volume II Proposal Subsections</b>	
<b>Proposal Volume/Subsection</b>	<b>Sect. L Ref.</b>
Subsection 1, Pricing Tables	L.5.3.1

**L.5.1.3 Volume III - Technical Proposal**

- (a) All Volume III subsections shall be arranged as follows:



Volume III Proposal Subsections	
Proposal Volume/Subsection	Sect. L Ref.
Executive Summary	L.5.4.1
Subsection 1, Databases	L.5.4.2
Subsection 2, System Capabilities	L.5.4.3
Subsection 3, Plans	L.5.4.4
Subsection 4, Transactional Offerings (Optional)	L.5.4.5

(b) Offerors may cite Reference Material including bound catalogs, glossy literature, and other commercial handouts (in electronic format) in its Volume III – Technical Proposal in lieu of typing voluminous information (lists of files, etc.). All Reference Material should be included in Volume I – Business/Management Proposal in accordance with Subsection L.5.2.8.

### **L.5.2 Volume I - Business/Management Proposal**

This volume of the proposal shall address the terms and conditions of the solicitation document in the format described in L.5.2.1 through L.5.2.8.

#### **L.5.2.1 Cover Letter and Principal Information**

A cover letter is required as an introduction to the proposal. Pricing or technical information included in the cover letter will not be considered by the Government in evaluation of your business/price proposal or technical proposal. The cover letter should also list pertinent details about your firm: Tax ID number, CAGE Code, DUNS number, EFT information, etc. The cover letter shall explicitly state whether the Offeror qualifies as a small business concern under this procurement. The cover letter shall summarize the roles of the prime Offeror and the identity and roles of any subcontractors.

#### **L.5.2.2 Subsection 1 - Terms and Conditions**

Include Sections A, B, C, D, E, F, G, H, I, and K of the solicitation document, including any amendments which may be issued, as released to the Offeror as follows:

(a) Section A - Cover Sheet: Blocks 13, 14, 15, 16, and 18 of page 1 of the solicitation (Standard Form 33) will be completed by the Offeror and block 17 shall be signed to show that the Offeror has read and agrees to comply with all the conditions and instructions provided in the solicitation document.

(b) Sections B, C, D, E, F, G, H, I and K: By incorporating the terms and conditions set forth in Sections B, C, D, E, F, G, H, I and K of the solicitation document into the proposal, the Offeror is agreeing to comply with these terms and conditions. In lieu of providing actual copies of these pages, the Offeror shall provide the following written certification (signed and dated) of acknowledgment and compliance with these requirements.

\_\_\_\_\_ [Name of Offeror] hereby incorporates by reference into this proposal dated \_\_\_\_\_ [Date of Offer] Sections B, C, D, E, F, G, H, and I of Solicitation No. 15JPSS19R00000013 current as of \_\_\_\_\_ [Date of Offer] and certifies that in so

doing the Offeror agrees to comply, in any contract issued as a result of this Solicitation, with all of the provisions of these Sections.

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
Name and Title]

\_\_\_\_\_  
[Date Signed]

Any proposal received without the above Certification (or actual copies of the solicitation pages) may be considered non-compliant if no "Exceptions and/or Alternate Terms and Conditions." (see below) are submitted.

(c) Section G.2: Complete or provide the fill-in information required of Section G.2.

(d) Section K: The offeror shall check or complete all applicable boxes or blocks in the paragraphs under Section K of the solicitation document and resubmit the full section as part of the proposal. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its offer.

(e) Exceptions and/or Alternate Terms and Conditions:

1. The completion and submission of the certification listed above in (b) will indicate the Offeror's unconditional assent to the terms and conditions in the solicitation and in any attachments hereto.

2. If an Offeror takes exception to any of the terms and conditions of the solicitation the Offeror must clearly state in Volume I of their proposal any exceptions taken. Omission of such a statement will be construed as the Offeror's acceptance of all solicitation terms and conditions. If an Offeror takes exception to any of the terms and conditions of the solicitation they must do the following; (i) provide a statement within the designated subsection of Volume I that states the Offeror does take exception to the terms and conditions of the solicitation; (ii) identify the term or condition of the solicitation for which they take exception to; (iii) state the reason(s) for the exception; (iv) an explanation of any benefits to the Government; and (v) provide any other information concerning the exception(s). Altogether, exceptions must contain sufficient amplification and justification to permit evaluation.

3. The Offeror is cautioned that their proposal may be determined unacceptable if the offeror takes exception to any term or condition.

**L.5.2.3 Subsection 2 - Subcontracting**

In this subsection, the Offeror shall describe itself and any proposed subcontractors, the respective roles of each organization, and the services that will be provided by each company. It should be noted that an Offeror's decision regarding how much of the work to propose through the use of its own employees is solely at the discretion of the offering prime large or small business. In this section the Offeror must identify any first-tier subcontracts and include its small business subcontracting plan as follows:

(a) **First-Tier Subcontractors.** "First-tier" subcontractors are defined as those subcontractors that will perform \$10 million or more of the work over the life of the contract, including the six option periods. An award in the amount of \$10 million or more will not be made under this solicitation unless the Offeror and each of its known first-tier subcontractors (to whom it intends to award a subcontract of \$10 million or more) are found, on the basis of compliance review, to be able to comply with the applicable Department of Labor (DOL) Office of Federal Contract Compliance Programs, to be able to comply with the provisions of the Equal Opportunity Clause of this solicitation. The Offeror shall identify the name, address, and dollar amount of each subcontract valued at more than \$10 million. The \$10 million threshold is a cumulative amount over the life of the contract (including options).

(b) **Subcontracting Plan.** Large business prime Offerors are subject to the requirements of Executive Order 11246 (compliance with equal opportunity requirements). Additionally, the Small Business Act (15 U.S.C. 637(d)) (i.e. a subcontracting plan) applies to this RFP and a Small Business Subcontracting Plan must be submitted with the large business prime Offeror's proposal. See L.5.2.6 for more information.

#### **L.5.2.4 Reserved**

#### **L.5.2.5 Subsection 4 - Small Business Subcontracting Plan**

The Offeror, if a large business concern (i.e. any prime that does not qualify as a "small business" as defined in this RFP), shall prepare and submit its small business subcontracting plan in accordance with Section H.20 and Attachment 2 outline contained in this RFP.

#### **L.5.2.6 Subsection 5 - Past Performance References**

(a) Past performance is a measure of the degree to which an Offeror, as an organization: (1) satisfied its customers, and (2) performed under task order type contracts of similar scope providing relevant experience. The Offeror shall provide the following past performance information:

- (1) **Past Performance References.** The prime Offeror must provide a minimum of **four (4)** past performance references for its prime business unit(s) proposed to manage the CALR-5 program. The past performance references must be for commercial and/or federal/state government contracts for computer assisted legal research services of the size, scope, and complexity comparable to that envisioned for CALR-5. References must be for work the proposed business unit(s) has performed as a prime contractor, a team member, or a subcontractor, which are in progress or were completed within the past three (3) years. The references must be able to provide information regarding the Offeror in the following areas: (1) Quality of Product or Service; (2) Schedule; (3) Cost Control; (4) Business Relationships; and (5) Key Personnel. The following information is required for each past performance reference:

- a. Customer name and address.
- b. Point of Contact (POC) information. (the name, title, telephone number, fax number, email address) for contractual and/or administrative matters (e.g., the Contracting Officer) and technical performance (e.g., the COR or Program Manager). The burden is on the Offeror to make sure this data is accurate, current, and complete at the time of proposal submission. Failure to provide accurate, current, and complete POC information may hinder or nullify the full and complete evaluation of an Offeror's proposal and may result in the non-selection of the proposal.
- c. Contract or Project number.

- d. Estimated total dollar value of the contract or project.
- e. Period of contract or project performance.
- f. Description of services provided.
- g. Number of CALR users supported.
- g. A short description of the most challenging aspect of the contract and any significant problems with the contract.

**L.5.2.7 Reserved****L.5.2.8 Subsection 7 - Reference Materials**

In this subsection, the Offeror shall provide any bound catalogs, glossy literature, or other commercial handouts referenced as exhibits in its Volume III - Technical Proposal, these may only be submitted electronically and are not to be included in the printed proposals (only referenced).

**L.5.2.9 Subsection 8 - Section 508 Compliance Checklist**

In this subsection, the Offeror shall provide a completed Attachment 5 - Section 508 Compliance Checklist.

**L.5.3 Volume II - Price Proposal**

This volume of the proposal shall include the Offeror's price proposal in the format described in L.5.1.2 and contain all Section B prices pertinent to the offered pricing alternatives.

**L.5.3.1 Subsection 1- Pricing Tables**

- (a) This section of the proposal shall include a completed Section B which contains pricing.

The Options, which are detailed in Section B.1, are summarized as follows:

Pricing Table		
CLIN	Table	Description
0001	B-1a	Unlimited Usage Prices including Full Dockets – DOJ-wide (except FBI)
0002	B-2a	Unlimited Usage Prices excluding Dockets – DOJ-wide (except FBI)

**L.5.4 Volume III - Technical Proposal**

This volume of the proposal shall address the technical requirements of the solicitation document. If an Offeror opts to reference existing documents, materials and/or brochures in response to requirements addressed within this volume, the Offeror must clearly reference the catalog name and/or number, the page number, the paragraph number and/or title, and where in Volume I, Subsection 7 the supporting documentation can be found.

**L.5.4.1 Executive Summary**

The executive summary shall summarize the Offeror's technical offer including databases, system capabilities, and plans. If multiple proposals are submitted, the Offeror must explain the core offerings of the alternate proposal(s) and describe its comparative benefits in each alternate proposal(s).

**L.5.4.2 Subsection 1 - Databases**

This subsection shall consist of Parts A, B and C as follows:

**PART A - Mandatory Databases**

- (1) Provide a detailed description and/or specific references for each Section C.5.1 mandatory database to demonstrate compliance with each requirement. Identify any database information that exceeds the minimum RFP requirements.
- (2) Describe the documentation that will be provided to the user under Section C.6.1.
- (3) Describe and quantify any risks that databases offered under this section might not be available for all option years of this contract.
- (4) The contractor may propose to host the Department's private file material on a server behind the Department's firewall and integrate the material with appropriate Contractor-hosted searches ("work product knowledge management solution") rather than hosting the Department's private file material at the Contractor's site. Any such offer that replaces the private file access (after transition) should be noted accordingly in the relevant proposal and the corresponding pricing should reflect the proposed hosting arrangement (i.e., ongoing vendor software and licensing charges, etc.).

**PART B - Nonmandatory Databases**

- (1) Provide a detailed description and/or specific references for each additional database being offered. Provide all information on all databases, both those included in a flat rate and those not included in any flat rate (See Section B.1). The Government is particularly interested in access to the following databases:

Database	Range of Information
Briefs from the US Supreme Court, Court of Appeals, and state courts, and related motions, pleadings, appendices, transcripts and/or audio of oral arguments	as available

Opinions of the District of Columbia Court of Appeals	1893-present
Veteran's Affairs General Counsel Opinions	1960-present
Board of Alien Labor Certification Appeals Decisions	1987-present
Board of Immigration Appeals' Administrative Decisions	1940-1983
Office of the Chief Administrative Hearing Officer Decisions	1988-present
Americans with Disabilities Act - Technical Materials	as available
Federal Fair Housing Administrative Decisions	as available-present
Internal Revenue Manual	Current version
Tax International Acts	1955-present
Treasury Decisions	1980-present
U.S. Treaties and Other International Agreements	1950-present
Unreported Comptroller General Decisions	1955-1981
Congressional Record, Congressional Globe	1834-1985
Code of Federal Regulations	1938-1984
U.S. Statutes at Large	1789-present
Federal Administrative Agency Law (not previously specified), e.g., reports and decisions of: Federal Trade Commission; Security and Exchange Commission; Federal Labor Relations Authority; Federal Communications Commission; National Labor Relations Board; Equal Employment Opportunity Commission, etc.	as available up to present
Federal Register	1936-1980
Compiled Legislative Histories	as available up to present
United States Tax Treaties	Through present
Treatises	as available
Medical material	as available
Expert Witness material	as available

- (2) Indicate whether there are any restrictions on user access to each offered database.
- (3) Describe the documentation that will be provided to the user under Section C.6.1.
- (4) Describe and quantify any risks that databases offered under this section might not be available for all option years of this contract.

**PART C - Database Maintenance**

Describe how often your system is updated with the most current information available under the proposed databases and the quality control procedures used to ensure accuracy of the information.

**L.5.4.3 Subsection 2 - System Capabilities**

This subsection shall consist of Parts A, B, and C as follows:

**PART A - System Description**

Provide the information requested below:

- (1) General description of the system (equipment, software, and communications) used to provide CALR. Offerors must show credible evidence, based on recent (within the past 12 months) capacity planning and resource utilization studies, that the proposed system has the capacity to meet DOJ's present and future on-line legal research requirements as described in Section C.3. Offerors must describe what effect, if any, the imposition of the usage specified in Section C.3 will have on response times and accessibility (e.g., blocked connections) of the proposed system, and how degradations in response times and system accessibility will be eliminated.
- (2) Describe the impact on your system (e.g., system changes, adjustments, etc.) if all potential DOJ users (see Section C.3) utilize the system upon contract award.
- (3) Describe enhancements planned to the system over the next 24 months.
- (4) Explain any System Downtime experienced over the last 2 years.
- (5) Provide a sample system usage report that complies with Section C.7.3.3. If offering any "special reports," such as detail usage report by individual user, provide a sample of each.
- (6) Describe the features and capabilities of the web-based usage reporting system and any web-based password management system.
- (7) Describe the compatibility of the research web site with "screen reader" technology and the site's adherence to the Web Accessibility Initiative's (WAI) Web Content Accessibility Guidelines (<http://www.w3.org/WAI/>)
- (8) Describe any downloading constraints.

**PART B - Search and Retrieval Capabilities**

At the user level, describe the capabilities of your search and retrieval web interface as it relates to the Section C.4.1 requirements.

**PART C - Citator Capabilities**

(1) Provide a description of the case history and general citator facilities to be made available for each offered database.

(2) Describe how often the case history citator is updated and made available to users so that the most recent appellate action for each active case is available.

**L.5.4.4 Subsection 3 - Plans**

This subsection shall consist of Parts A, B, and C as follows:

**PART A - Management Plan**

At a minimum, this part shall include the following information:

(1) Organization: Provide an organizational chart for the contract; discuss all lines of authority, including the authority delegated to the Contract Manager, the Training Coordinator, and any field personnel; and define each lines of authority's relationship to the home office, and assignment of responsibility. Include complete background information (resume) for the Contract Manager.

(2) Service Start-Up: Provide an implementation plan that describes how services will be provided to all DOJ CALR users (assuming all DOJ organizations will be provided CALR upon contract award). Include a schedule (timetable) for implementation.

(3) Quality Assurance: Provide your overall plan for ensuring that all users will receive high quality CALR services throughout the term of the proposed contract. Describe how your firm will maintain coordination with DOJ representatives (the COR and CALR organization user representatives) and provide your problem resolution procedures.

(4) User ID management: Provide the process for adding and deleting user IDs.

**PART B - Training Plan**

Provide a detailed description of how training will be accomplished to meet the requirements stated in Section C.7.1. For training courses, include the course curriculum and materials to be provided. Also include locations where training will be provided (DOJ or vendor site), implementation plan (schedule and number of users), and representative instructor resumes. In addition, describe any other training methods to be used, such as: video and audio training; interactive, easy-to-use computer-based training; and self-study materials. Identify the training coordinator.

**PART C - Telephone Support Plan**

(1) Describe the experience/expertise of personnel that will provide assistance to DOJ CALR users. This information can be provided as employee profiles citing the credentials and experience of proposed personnel.



(2) Identify the time periods when telephone assistance is available (weekdays, weekends, evenings and holidays) and how long (number of minutes) it typically takes for a user to actually be connected with your user assistance personnel and begin resolving the problem.

**L.5.4.5 Subsection 4 - Transactional Offerings**

This subsection shall summarize and/or identify the proposed transactional offerings.

**L.6 Proposal Preparation Costs**

This request for proposal does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies for the preparation thereof. Nor does it commit the Government to procure or contract for said services. The Contracting Officer is the only individual who can commit the Government to the expenditure of public funds in connection with this proposed procurement.

**L.7 Submission of Offers**

(a) The Government will not accept facsimile submissions of offers for this procurement. The offeror shall submit proposal information in electronic format by email and two paper hardcopies. The electronic proposals must be received, via email, to Andrew Martin, at [Andrew.Martin@usdoj.gov](mailto:Andrew.Martin@usdoj.gov). The two hardcopies must be labeled and submitted to the address below:

U.S. Department of Justice  
Procurement Services Staff  
145 N Street, NE  
2 Constitution Square Bldg, Rm 8E.115  
Washington, DC 20530  
Attn: Andrew Martin  
Contracting Officer  
202-307-1928  
Re. RFP No: 15JPSS19R00000013

It is important that the outer envelopes or wrappings of your offer be addressed as shown below.

**Note:** Failure to so mark the outer cover could be the cause of your offer being misdirected and received too late at the required destination shown below.

**All Proposals must be received no later than 2:00pm ET on January 3, 2018 to be considered for award.**

**L.7.1 Award with or without Discussions / Proposal Revisions**

(a) Award without Discussions. DOJ intends to award the CALR-5 contract(s) on the basis of the initial proposals received without the use of "discussions," "bargaining," or "final proposal revisions" as defined in FAR Part 15. DOJ may conduct such clarifications with Offerors as it deems necessary to understand the proposal, reconcile apparent contradictions, or to make corrections or supplementations regarding routine administrative matters. **Therefore, each Offeror shall make its single best effort and best value proposal with the initial proposal(s), which is(are) intended to be the only proposal(s).** The DOJ may accept one or more of the proposals by awarding CALR-5 contract(s) without any further communications of any kind.

(b) Award with Discussions. If "discussions" are deemed necessary they will be held only with the "competitive range" or "most highly rated" Offerors as determined by the technical evaluation panel and the Contracting Officer. Any Offerors not included in this phase will be so notified and provided the general basis of their non-inclusion. No further consideration will be given to such proposals.

(c) Proposal Revisions. When discussions require material changes to the initial proposal and/or any subsequent changes, all revisions (final or otherwise) shall be accomplished by a complete superseding version of the proposal. The format and directions for proposal revisions will be issued under separate correspondence to Offerors identified as being within the "competitive range" or "most highly rated" range.

## **L.8 Disposition of Proposals**

### **L.8.1 Non-Selection of Proposals**

(a) Non-selection of any proposal will mean that another acceptable proposal was deemed to be more advantageous to the Government, or that no proposals were accepted. Offerors whose proposals are not accepted will be so notified. Unsuccessful Offerors may request a debriefing in accordance with FAR Part 15.

(b) After the Contractor(s) have been selected and the contract(s) awarded, one copy of each unsuccessful proposal will be retained by the issuing office and the remainder will be destroyed.

### **L.8.2 Announcement of Award**

After having notified the successful Offerors and all other participating Offerors, announcement of the contract award(s) will be made in the Federal Business Opportunities website for subcontracting opportunities and other purposes. A list of contractor(s) and their points of contact information shall be provided to businesses or other parties based on a written request(s) to DOJ. [NOTE: Requests for this list will not require a FOIA to the DOJ.]

## **L.9 Provisions Incorporated by Reference (Feb 1998) FAR 52.252-1**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer.

<b>PROVISION NO.</b>	<b>DATE</b>	<b>TITLE</b>
52.222-24	Feb 1999	Preaward On-Site Equal Opportunity Compliance Review
52.204-16	Jul 2016	Commercial and Government Entity Code Reporting
52.204-18	Jul 2016	Commercial and Government Entity Code Maintenance

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 General Conditions

(a) In order to be considered eligible for award, proposals must meet the following general conditions:

- (1) The Offeror's technical proposal is determined to be minimally "acceptable", and amongst the most highly rated and capable proposals, in accordance with Section M.2;
- (2) The Offeror's proposed unit prices are determined to be "fair and reasonable" in accordance with the Section M.2;
- (3) The Offeror's proposal complies with the requirements of law, regulation and conditions set forth in the solicitation or otherwise required by law; and
- (4) The Offeror is determined to be "responsible," as defined in Federal Acquisition Regulation Subpart 9.1, meets all standards contained therein, and is otherwise eligible for receiving award.

(b) The Offeror's Volume I (Business/Management) and Volume III (Technical) proposals must demonstrate a clear understanding of the nature and scope of the services required. Failure to provide a reasonable and/or complete Volume I and Volume III may reflect a lack of understanding of the contract requirements or the lack of due diligence, and may result in a determination that the offer is at high risk and/or unacceptable.

(c) For award purposes, the Department will evaluate the Offeror's Technical Capability and Total Evaluated Price responses to the base year requirements and all contract options. Evaluation of options will not obligate the Department to exercise the options. Offers containing any charges for failure to exercise any option will be rejected.

### M.2 Award Process

(a) In order to select the successful Offerors, the Government will make a series of "best value" trade-offs between the "Technical Capability" and "Total Evaluated Price" factors for each proposal.

(b) The Department will make one or more award(s) under this solicitation. However, the final number of contracts to be awarded under this solicitation is at the discretion of the Contracting Officer.

(c) The Department intends to award without conducting discussions with Offerors (see paragraph (f)(4) of FAR Provision 52.215-1). However, the Department reserves the right to conduct discussions if the Contracting Officer determines them to be necessary.

(d) The primary goal of this procurement is to obtain high quality CALR services for the Department. The Department may make one or more awards to responsible Offeror(s) whose offer(s) conform to the solicitation requirements and provide value to the Government, considering the factors and subfactors in the solicitation. The referenced technical "factors" which are listed below and are further detailed in Section M.3:

<b>Numerical Scoring System</b>	
<b>Technical Evaluation Factor</b>	<b>Maximum Point Score</b>
Databases	40
System Capabilities	30

Plans	10
Past Performance	20
<b>Total Possible Score</b>	<b>100</b>

(e) The "Technical Capability" factor score will reflect the scoring of its subfactors. The "Total Evaluated Price" factor will be assessed based upon the Offeror's calculated TEP as detailed in Section M.2. The "Technical Capability" factor is significantly more important than the "Total Evaluated Price" factor. However, if the "Technical Capabilities" of competing proposals are considered substantially equal, the "Total Evaluated Price" will become more important.

### **M.3 Evaluation Factors and Subfactors**

The Government will evaluate two factors: "Technical Capability" and "Total Evaluated Price." Within the "Technical Capability" factor the Government will evaluate five subfactors, which are listed in descending order of importance: "Databases;" "System Capabilities;" "Plans;" and "Past Performance;"

#### **Factor 1.0 – Technical Capability**

(a) The Government will assess a rating (numeric and adjectival based) and document any strengths, weaknesses, risks, and deficiencies identified during its evaluation. Strengths, weaknesses, risks, and deficiencies are defined as follows:

<b>Technical Capability Evaluation Definitions</b>	
<b>Strength</b>	An aspect of the proposal that will provide or result in better performance than the required minimum.
<b>Weakness</b>	A flaw in the proposal that increases the risk of unsuccessful contract performance.
<b>Risk</b>	A proposal weakness that may adversely impact the performance of the services.
<b>Deficiency</b>	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

#### **Subfactor 1.1 – Databases**

The Government will assess the degree to which the Offeror's proposed Databases meet and/or exceed the requirements of Section L.5.4.2.

#### **Subfactor 1.2 – System Capabilities**

The Government will assess the degree to which the Offeror's proposed System Capabilities meet and/or exceed the requirements of Section L.5.4.3.

#### **Subfactor 1.3 – Plans**

The Government will assess the degree to which the Offeror's proposed Plans meet and/or exceed the requirements of Section L.5.4.4.

#### **Subfactor 1.4 – Past Performance**

The Government will assess the Offeror's Past Performance based upon the Department's evaluation of feedback obtained from past performance in accordance with Section L.5.2.6.

In the investigation of an Offeror's past performance, the Government reserves the right to contact former customers and Government agencies, and to use other private and public sources of information. The Government may contact the past performance references provided and may also rely on any first-hand experience of the Government evaluators.

#### **Factor 2.0 – Total Evaluated Price (TEP)**

(a) To be considered for award, the Offeror must submit unit prices that comply with the requirements of Section B. Offers failing to propose on all CLINs for all periods will receive no further consideration and will be eliminated from this evaluation. To calculate the TEP, the Department will utilize a pricing model based upon an expected ordering scenario across all base and option periods.

For Transactional Offerings (Table B-3), the Department will only evaluate the proposed unit pricing for reasonableness. Note: this includes the Section C.9 (FBI) portion of the RFP, which will have no impact on evaluation of the flat rate, unlimited portion of the proposal. These prices will not be adjusted by present value discount factors. Discounts for Prompt Payment, if offered, will not be considered in evaluation for award.

(b) The Department will evaluate each Offeror's unit pricing for reasonableness.

(c) In accordance with FAR 15.404-1(g), the Offeror is advised that the Government may reject any offer if it determines that the Offeror's proposed prices pose an unacceptable risk to the Government. All offers will be analyzed to determine if the prices proposed in Section B of this RFP are reasonable.

- (1) Prices that represent a probable loss position for the Offeror or do not reflect a reasonable relationship of compensation to the professional job categories so as to impair the Contractor's ability to recruit and retain competent professional employees, may be viewed as reflecting a failure to comprehend the complexity of the contract requirements and considered impractically low. Proposals offering impractically low prices will be eliminated from further consideration.
- (2) Prices that are extreme or excessive will be judged unreasonable, and the proposal will be eliminated from further consideration.

(d) The Department may reject an offer as being unacceptable if it is unreasonable as to prices for the base period and the option periods.

(e) Included in the Department's evaluation of price reasonableness will be a comparison of each Offeror's proposed prices to FEDLINK, GSA and commercial prices for similar services. Prices which exceed the FEDLINK prices and/or commercial prices may be determined to be unreasonable. Although they will not be considered for purposes of award selection, those products offered on a unit priced basis will be evaluated for price reasonableness.

(f) The Offeror/Contractor assumes all pricing risk associated with the fixed unit prices.

#### **M.4 Clauses and Provisions**

##### **M.4.1 Evaluation of Options (JUL 1990) FAR 52.217-5**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total

price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

**M.4.2 Single or Multiple Awards (OCT 1995) FAR 52.216-27**

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.