

Solcitation DJJI-10-RFP-0666

ICITAP PROGRAM SUPPORT

SECTION B - SUPPLIES/SERVICES/PRICES**B.1 General**

(a) The Contractor shall provide all services and supplies necessary to support the Department of Justice's International Criminal Investigative Training Assistance Program (ICITAP) on an indefinite delivery/indefinite quantity basis as defined in this contract.

(b) The proposed contract is expected to include a transition period, a base period and six (6) option periods as described below:

| Contract Term | | | |
|-------------------|----------|------|----------|
| Transition Period | 03/01/11 | thru | 04/30/11 |
| Base Period | 05/01/11 | thru | 04/30/12 |
| Option Period I | 05/01/12 | thru | 04/30/13 |
| Option Period II | 05/01/13 | thru | 04/30/14 |
| Option Period III | 05/01/14 | thru | 04/30/15 |
| Option Period IV | 05/01/15 | thru | 04/30/16 |
| Option Period V | 05/01/16 | thru | 04/30/17 |
| Option Period VI | 05/01/17 | thru | 04/30/18 |

(c) The anticipated date of award for the proposed contract is March 01, 2011. Performance of the contract is expected to commence by May 01, 2011. The current contract, DJJ05-C-1161, with MPRI, expires on March 31, 2011, but will be extended, if necessary, to accommodate transition to the new contract. If the transition of all on-going work is transferred to the new contractor prior to May 01, 2011, the current contract with MPRI will end at that time. Because the continuing provision of support services is essential to continuity of the program, it is critical that the phase-in of Contractor personnel and the assumption of ongoing tasks is accomplished in a well planned, orderly and efficient manner, utilizing the Transition Plan provided by the contractor in accordance with Section L.3.2.2(10) of the solicitation. The specific phase-in assistance to be provided will be determined by the Government and provided to the Contractor, via separate task order(s) issued by the Administrative Contracting Officer.

(d) Transition of this contract shall be accomplished in two phases. The first phase will fully transition all existing contractor personnel and ongoing tasks for Asia, Africa, the Middle East, and Iraq by March 31, 2011. The second phase will fully transition the remaining contractor personnel and ongoing tasks for Europe, Eurasia, Latin America and the Caribbean by April 30, 2011. When the second phase is complete on April 30, 2011, the twelve-month Base Period of the contract shall commence.

(e) The performance of all work under this contract shall be initiated by the issuance of task orders by the Contracting Officer as discussed in Sections H.2 through H.5. Individual task orders may be issued on a firm fixed price (FFP), time-and-material (T&M), or labor-hour (LH) basis; however, the Government anticipates that the majority of orders will be issued on a T&M basis.

B.2 Minimum and Maximum Amounts

(a) The Government will order a minimum amount of **\$200,000** under this contract. The Government will have the entire term of the contract (to include all options) to fulfill the contract minimum. The specific Contract Line Item Numbers (CLINs) and quantities will be identified in the task order(s) issued under the contract. The exercise of the renewal options (see Section F.2) does not re-establish the contract minimum. During the life of this contract, the Government may order items in any quantity up to the maximum amount specified in paragraph (b) below. If the minimum amount has not been ordered then the Government will exercise the option for the next year.

(b) There are no maximum quantities or amounts for each individual CLIN, task order, or contract period. The maximum aggregate amount of all task orders issued under this contract shall not exceed **\$1,000,000,000** for the entire term of the contract, including all options which may be exercised.

B.3 Pricing

(a) All contract unit prices and multipliers (applied to other direct cost items) shall be as specified in the pricing tables contained in Attachment (1). The basic contract line item number (CLIN) structure includes individual pricing tables segregated by contract period and the type of service. Each CLIN includes a one-digit prefix and a five-digit core number. The first digit of each CLIN represents the contract period, i.e., for the Base Period, the first digit for all CLINs is "0", for Option Period 1, the first digit for all CLINs is "1", etc. The first digit of the core number represents the Unit Price Table classification, i.e., "1" indicates Program Management Support; and "2" indicates Field Support - Hourly. The remaining four digits are reserved as the "unique identifier" within that particular Unit Price Table classification.

(b) As indicated above, two types of support will be ordered under this contract - Program Management Support and Field Support.

1) Program Management Office (PMO) is that support required under Section C.3.1. All PMO related costs shall be recovered through the Contractor's fully loaded direct labor rates included in Pricing Tables B-1 through B-4. Costs incurred for travel under PMO support that relate to a particular program shall be billed against the travel CLIN of that program's task order when applicable.

2) Field Support is that support required under Section C.3.2. Field Support will be ordered separately by the Government, typically through T&M task orders, although in certain circumstances a FFP task order may be negotiated between the Government and Contractor.

(c) Attachment (1) includes four pricing tables that cover all prices/costs associated with Program Management Support and Field Support. The tables contain the following types of unit prices:

1) Hourly Rates. Services obtained on a LH or T&M basis at the hourly rates (fixed unit prices) specified in Attachment (1) for a given task order. All hourly rates are fully loaded rates that include all costs (including indirect costs) and profit necessary to provide the level of service specified in the contract and/or task order.

2) Daily Rates. Services obtained on a LH or T&M basis at the daily rates (fixed unit prices) specified in Attachment (1) for a given task order. All daily rates are fully loaded rates that

include all costs (including indirect costs) and profit necessary to provide the level of service specified in the contract and/or task order. Daily rates are based on an eight hour workday.

3) Monthly Rates. Services obtained on a LH or T&M basis at the monthly rates (fixed unit prices) specified in Attachment (1) for a given task order. All monthly rates are fully loaded rates that include all costs (including indirect costs) and profit necessary to provide the level of service specified in the contract and/or task order. Monthly rates are based on twenty-two days of work per month.

4) Annual Labor Rates. Services obtained on a LH or T&M task order basis at the fixed Annual rate as specified in Attachment (1). All annual rates are fully loaded rates that include all direct and indirect costs, and profit necessary to provide the level of service specified in the contract and/or task order. Annual rates are based on a twenty-two day work month, twelve months a year.

5) Multiplier. The factor (fixed unit price) to be applied against the actual cost of an "Other Direct Cost" (ODC) item to cover administrative handling expenses. Table B-5 includes categories of costs which are considered allowable ODCs for task orders issued on a T&M basis. The Government will use these tables to authorize and track actual ODC expenditures under T&M orders. The fixed multiplier for each ODC CLIN includes all administrative handling costs associated with the CLIN. The multiplier is to be applied against the actual cost of the item for which reimbursement has been authorized. The billable amount shall be limited to the actual cost of the item plus the amount resulting from the application of the appropriate multiplier identified in the table (e.g., actual cost of item is \$100.00, and multiplier for the CLIN is 1.02, the total billable amount is \$102.00). For subcontracted items/services, the multiplier shall only be applied one time. For example, a subcontractor might be required to travel. It is not permissible for the subcontractor to apply a markup to the travel costs in billing the prime contractor, and then for the prime contractor to apply another markup when billing the Government. The multiplier may only be applied once, and must be applied to the original cost of the item.

(d) The appropriate fixed unit rates and the ODC multipliers shall apply for the duration of the task, except when the period of performance of a task crosses a contract year and the Government has exercised its option to extend the overall contract. In these cases the then current year contract rates/multipliers shall apply for the balance of the task order performance, effective at the beginning of the then current contract year.

(e) A task order may include any combination of unit pricing to appropriately reflect the requirements, conditions and constraints.

B.3.1 Pricing Tables

(a) Tables B-1 through B-5 include the costs associated with the Contractor's management, administration, staffing, planning, scheduling, procuring, etc., for all items and services required under Section C.3.1 and the costs associated with the Contractor's field project coordination; conducting of training courses, conferences, and seminars; providing of support for training/conference/seminar participants; providing of administrative and logistical services in support of DOJ's Office of Overseas Prosecutorial Development, Assistance, and Training (OPDAT); and other periodic ad hoc tasks as required. Under Section C.3.2 for the contract and/or task order. All labor rates included in Tables B-1 through B-4 are fully loaded

rates that include all direct and indirect costs, and profit necessary to provide the level of service specified in the contract and/or task order for a specific order and any PMO support for that order. The fixed multiplier for each ODC CLIN in Table B-5 includes all administrative handling costs associated with the CLIN and is to be applied against the actual cost of the item.

(b) The following ODCs are included in Table B-5:

1) Foreign Local Labor: Foreign Local Labor (FLL) refers to residents of countries in which ICITAP has ongoing projects who have been hired to provide specific local support, such as drivers, security guards, administrative assistants, interpreters and translators, etc. Labor categories included in Tables B-1 through B-4 do not fall into this grouping. NOTE: Drivers that provide their own vehicle shall be applied to this CLIN.

2) Third Country Nationals: Third Country Nationals (TCN) refers to residents of countries other than the United States who have been hired to provide specific professional support in countries outside of their country which ICITAP has ongoing projects. Labor categories included in Tables B-1 through B-4 do not fall into this grouping.

3) Travel - Refer to Section B.3.2 below.

4) Material: Material includes such items as course supplies and equipment; information technology hardware and software; office furniture; vehicles and reference materials. More specifically, materials have historically included the following: various types of crime scene investigation kits; crowd and riot control gear; law enforcement uniforms and accoutrements; forensic laboratory equipment; various types of chemicals; weapon simulation machines; personal computer systems; audio visual equipment; translation devices; desks and chairs; bound training material (to include the printing and production of); and reference materials such as law enforcement or other related subject matter books. Material purchases may be for a variety of purposes in support of ICITAP activities, with the bulk either purchased in or for use in the host country. Material may be procured for initial use in program activities and then donated to the host country; or, they may be procured for direct donation to the host country as directed via Task Order (TO) or Technical Guidance Letter (TGL).

5) Shipping: Shipping refers to the cost of moving Material to its required location.

6) Facilities: Facilities refers to anything that has to do with the long-term procurement and support of space such as leases and utilities; janitorial services; HVAC duct cleaning or repair and cosmetic improvements such as painting and patching. Facilities also refers to minor refurbishments such as air conditioning or heater unit installation; window, roof and siding replacement; or plumbing and electrical repairs, etc. Larger projects such as structural work within a facility, ground-up construction, and any work which requires architectural design plans will be categorized as construction and will be negotiated and separately priced in accordance with Section B.3.3.

7) Special Service Subcontractor: Special Service Subcontractor refers to ODCs for Field Support that do not fit into Tables B-1 through B-4. The type of support to be provided via this CLIN includes, but is not limited to, subject matter experts possessing unique skills and areas of expertise who are priced out of Tables B-1 through B-3 and “turnkey” specialized

training courses where, for a fixed price, the Contractor provides not only the training itself but also, the material (i.e., special equipment, weapons, etc., for which the training is being provided), travel, shipping, etc., that is required for said training course.

8) Defense Base Act (DBA) Insurance: DBA is federally mandated for all contractor employees and independent contractor personnel or subcontractors working outside the United States and its territories. This coverage is a separately billable line item for U.S. civilians, Foreign Local Labor, and Third Country Nationals as directed by task order. When applicable, DBA will be included in the task order pricing table and calculated at a policy rate per \$100 of the covered worker's fee.

9) Emergency Medical Evacuation (EME) Insurance: EME is required by ICITAP for all U.S. citizens traveling abroad in support of this contract. This coverage is a separately billable line item for U.S. civilians and Third Country Nationals as directed by task order. When applicable, EME will be included in the task order pricing table and calculated at a policy rate per 12-month period. The Contractor shall maintain a list of individuals with current policies in order to advise ICITAP staff and ensure duplicate coverage is not purchased.

10) Personal Medical Insurance (PMI) for Participants/Interns: PMI may be required by ICITAP from time to time. This coverage is for minor medical emergencies for participants and interns traveling under task in the U.S. This coverage is a separately billable line item as directed by task order. When applicable, PMI will be included in the task order pricing table and calculated at a policy rate per trip period.

(c) Rate premiums may be applied to contract unit prices for labor when Contractor personnel are performing in geographic areas identified by the Department of State as being subject to Danger/Hazard Pay premium and/or Post Hardship Differential Pay premium. The premium is intended to compensate the individual Contractor personnel for performing in these areas. When directed by task order, the premiums in the following table shall be applied to the actual labor rate paid to the individual Contractor personnel, not the fully loaded rate included in Tables B-1 through B-3. The application of the Post hardship Differential shall be at the discretion of the ICITAP Program and itemized in the appropriate premium CLIN on a per lot basis.

| Type of Premium | Premium | When Premium Applied |
|--------------------------------|-----------|--------------------------|
| Danger/Hazard Pay | See DSSR* | When established by DSSR |
| Post Hardship Differential Pay | See DSSR* | When established by DSSR |

* DSSR - Department of State Standardized Regulations. DSSR establishes allowances and benefits available to U.S. personnel assigned to foreign areas.

B.3.2 Travel

(a) As a general rule, local travel within the United States will not be reimbursed under this contract. Examples of local travel which will not be subject to reimbursement are travel to and from normal job site and supervisory personnel traveling to a Government site or alternative facility to oversee operations. Personnel temporarily working at a Government site or alternative facility will consider such facility his/her normal job site.

(b) Reimbursement for actual (approved) travel costs incurred during the performance of support services shall be in accordance with Part 31 of the Federal Acquisition Regulations. The FAR, FTR and current per diem rates can be accessed through the U.S. General Services Administration portal found at: www.gsa.gov.

(c) All approved travel shall be directed by individual task order and shall be invoiced against only the specific task order directing said travel.

(d) All travel requirements under this contract shall be met using the most economical form of transportation available and booked sufficiently in advance to take advantage of discount rates. The Contractor shall make all individual air travel arrangements and airfare ticket purchases for travelers and shall not allow individuals to make or pay for their own air travel. The Contractor shall purchase “*non-refundable but changeable*” economy class tickets unless directed otherwise by TGL. If the trip is canceled or travel dates are changed due to the Government’s actions, the Government will, absent special circumstances, pay airline cancellation charges or airline charges for changes in the travel dates. If economy class transportation is not available, the Contractor must submit a request to the Government’s Contracting Officer’s Technical Representative (COTR) and Contracting Officer (CO) for approval to utilize premium class travel. Approval by one of these officials must be received by the Contractor via TGL or email before purchasing a premium class ticket.

(e) Premium class accommodations may only be authorized on a case-by-case basis. The authority for approval of premium class travel rests with the COTR or CO and may not be re-delegated. The purchase of premium class tickets may be considered and requested by the contractor if all the following conditions are met for each travel category below:

(1) Mission Criteria and Intent

- (A) the traveler must arrive at an overseas destination to perform official duty by circumstances not within the government’s control;
- (B) the flight time is 14 hours or more;
- (C) the traveler cannot be granted a rest stop or rest period;
- (D) there are no coach class flights available;
- (E) the traveler must report for official duty at the travel location either upon arrival or the next morning.

(2) Medical Certification – a traveler has a medical condition that requires the use of premium class. A traveler requesting an accommodation based on a medical condition or disability must submit a written certification issued by a competent medical authority. The certification must be attached to the travel authorization and indicate the duration of the employee’s disability.

(f) In order for the Contractor to request premium class travel based on Mission Criteria and Intent, the request must document the specific mission criteria which require the traveler to report for work on the day of arrival or the following morning; the reason why coach travel with or without a rest stop or rest period cannot accomplish the official purpose of travel; and, the difference in cost between the premium class and coach class travel. If the conditions outlined above are met, then the Contractor shall follow these steps:

Step 1. The Contractor shall email the request with required information to the COTR and CC the ACOTR and CO. The email must provide the traveler’s name; the task order and TGL numbers the traveler is under; the program POC; rationale for determining premium class while addressing

each condition above; and, an attached premium class itinerary.

Step 2. The Contractor may move forward and purchase the ticket(s) only upon reply email approval or TGL approval from the COTR or CO.

(g) If a Premium class ticket is purchased without prior approval as directed above, the Contractor assumes full risk of non-reimbursement.

(h) If a traveler wishes to upgrade their tickets on their own, there is no prohibition against this. However, as a separate matter between the traveler and the airline, this must occur after the Contractor purchases the regular economy class itinerary. This ensures that the itinerary and receipt showing the ticket price for economy class is the only backup the Government receives when invoiced.

(i) From time to time the Contractor may be directed to book airfare and/or hotel reservations for federal employee travel, but at no time shall the Contractor pay for federal employee hotel or airline ticket costs.

(j) The Department encourages advance airfare purchases to take advantage of supersaver discounts. If the trip is canceled or travel dates are changed due to the Government's actions, the Government will, absent special circumstances, pay airline cancellation charges or airline charges for changes in the travel dates.

(k) In accordance with Federal Travel Regulation, 41 CFR §§ 301-7.12(b), the Department of Justice may, for an assignment of more than thirty (30) days for contract personnel, reduce per diem to a level not to exceed 75% of the maximum per diem allowable for temporary duty travel. After 90 days, per diem will be no more than 75% of the allowable maximum but could be significantly less. Extenuating circumstances may exist where hotel accommodations are the only viable option for lodging, in which case the 75% rate may not apply.

(l) The Contractor shall ensure no subcontractors begin work or start travel without a signed contract between the prime contractor and the subcontractor.

B.3.3 Fixed-Price Task Orders

(a) The Government will negotiate and order certain items on a firm fixed price basis. One of these items will be Construction. Construction will be negotiated and ordered when required via individual task orders. Construction will include larger structural projects, especially those requiring architectural design plans.

(b) The Government may also negotiate and order certain services on a firm-fixed price basis, such as training courses of a short duration with specified course dates, locations, and audience size.

SECTION C - STATEMENT OF WORK

C.1 Introduction

(a) The Department of Justice (DOJ) has a requirement for worldwide support services contract to support the Criminal Division's International Criminal Investigative Training Assistance Program (ICITAP). The Contractor will furnish administrative, logistical, professional, and technical labor, supplies, equipment, facilities, and materials necessary to perform the required functions consistent with applicable policies, regulations, procedures, business practices, and protocols that define the ICITAP operational environment.

(b) As a component organization of the Criminal Division of DOJ, ICITAP is engaged in the work of international criminal justice development and reform. ICITAP maintains headquarters offices in Washington, D.C., but performs the majority of its work in foreign countries. In so doing, ICITAP utilizes a combination of Federal employees and contractor support. In order to effectively perform the work ICITAP undertakes, it requires a wide range of personnel, logistical and other support services.

(c) DOJ also has a requirement for worldwide support services contract to support the Criminal Division's Office of Overseas Prosecutorial Development, Assistance and Training (OPDAT). Contractor personnel will furnish administrative, logistical, professional, and technical labor, supplies, equipment, facilities, and materials similar to that being provided for ICITAP. OPDAT's requirement will be procured under a separate contract. However, in extremely critical situations where the OPDAT contractor might not be able to provide necessary supplies and/or services in a specific location and in a timely manner, the ICITAP contractor may be tasked with fulfilling the specific requirement under this contract. If such a situation presents itself (it is not envisioned that this will occur very frequently during the life of this contract), the Government will issue a task order to the ICITAP contractor for the required supplies and/or services.

C.1.1 Definitions

The following terms and acronyms are provided to facilitate understanding of the requirements of this solicitation.

Table 1 – Definitions

| Term | Definition |
|---------------------|--|
| ACOTR | Assistant Contracting Officer's Technical Representative. Responsible for day-to-day management of the contract and task orders |
| COTR | Contracting Officer's Technical Representative. Responsible for day-to-day management of the contract and task orders. |
| Contracting Officer | Person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. |
| Contractor | The prime Contractor and any subcontractors, team members or consultants providing supplies or services under this contract. The prime Contractor shall ensure that its subcontractors, team members and/or consultants comply with the requirements of this contract and each task order. |
| Contractor Employee | An employee of the prime Contractor, any subcontractor, team member, or consultant providing supplies or services under this contract. |

Table 1 – Definitions

| Term | Definition |
|---|---|
| Federal Travel Regulation | Those found within Title 41, Code of Federal Regulations, Chapters 300-304 and referred to herein as “the FTR.” The FTR and current per diem rates can be accessed through the U.S. General Services Administration portal found at: www.gsa.gov . |
| Field Program Manager | The ICITAP Federal employee deployed for an extended in-country assignment to a host foreign country. |
| ICITAP | The International Criminal Investigative Training Assistance Program of the Criminal Division of the U.S. Department of Justice (DOJ). |
| Instructor | Contractor employee or subcontractor who primarily provides on-site instruction to foreign criminal justice practitioners. |
| Notice to Proceed | A document or communication prepared and approved by the Contracting Officer which authorizes the commencement of performance on predefined action on the part of the Contractor pursuant to an existing task order |
| OPDAT | The Office of Overseas Prosecutorial Development, Assistance and Training of the Criminal Division of the U.S. Department of Justice (DOJ) |
| Personnel Security | That aspect of the employment and supervision processes which assures that individuals employed or contracted to perform work are reliable and do not pose an unreasonable risk in terms of adversely affecting information, physical or personal security in connection with an ICITAP or OPDAT project or Government interests as a whole |
| Physical Security | The process of securing a site in order to prevent unauthorized access and/or to protect the personal safety of persons occupying that location |
| Program Manager | Person designated as such by the Contractor and who performs, among others, the duties and responsibilities specified herein in connection with this Contract |
| Quality Assurance/Quality Control (QA/QC) | The Contractor’s internal management functions that include, but are not limited to, training, documented procedures, inspections, and tests (taken at the point of performance) necessary to ensure that Contractor products and services conform to requirements, specifications, and standards |
| Subject Matter Expert (SME) | Also called “SME” is a Contractor/subcontractor employee who, by reason of experience, education, or a combination thereof, possesses a high degree of specialized knowledge with respect to a particular area of the criminal justice system or other area which is relevant to the work of ICITAP and/or OPDAT. |
| Task Order / Delivery Order | An order for services or supplies placed against this contract. |
| Technical Advisor | A Contractor/subcontractor employee who provides on-site guidance, advice, coaching, counseling and limited instruction to foreign criminal justice practitioners |
| Technical Assistance | The act of providing field guidance, mentoring and/or advice with respect to criminal justice system component development, operation, supervision and/or management. |
| Technical Direction | Direction to the Contractor which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. Technical Direction shall be confined to the general scope of work set forth within the contract and shall not constitute a new assignment, nor supersede or modify any other clause of the contract. |
| Technical Guidance Letter (TGL) | A Technical Direction document prepared by program staff and approved by the COTR. This document authorizes specific actions pursuant to and within the scope of an existing task order only. TGLs will be numbered with the governing Task Order’s number followed by the TGL’s sequential number (ie TO350/TGL1; TO475/TGL16) |

C.1.2 Background

(a) ICITAP was established by Congress in 1986 to provide training to police forces in Latin America and the Caribbean on how to conduct criminal investigations. Since that time, globalization has generated enormous and unforeseen opportunities for the growth of crime, and ICITAP's mission has evolved with this change. Today, ICITAP is a full-service criminal justice development agency—a primary player in the Department of Justice's overseas rule of law development and assistance mission.

(b) Given the globalization of crime, it has become essential for the United States to extend its first line of defense abroad, in order to better protect its citizens. A key strategy is to help build foreign police and prosecutorial agencies that are committed to the rule of law. Where there is rule of law, citizens can have an expectation of safety, fairness, due process, and accountability. Rule of law development also helps foster capable and strong partners in the fight against transnational crime, corruption, and terrorism and, in so doing, helps stem the tide of criminality before it reaches the United States. The safety and future prosperity of the United States, no less than that of foreign countries, depends on the strengthening of the rule of law overseas.

(c) A commitment to rule of law is one of the Department's key responsibilities. The Department is committed to expanding its role in overseas rule of law development and assistance.

(d) The Justice Department believes that to be effective, the approach to rule of law development must be holistic. Thus, DOJ seeks to use the full range of its expertise in developing host nation capacity across the entire criminal justice system: from evidence-based investigations designed to help protect the rights of citizens, to prosecution in a fair and just legal system, to incarceration and rehabilitation that meets international norms.

(e) ICITAP and OPDAT are the two offices in the Justice Department's Criminal Division dedicated solely to overseas rule of law development. ICITAP focuses on police, forensics, corrections, and border security development and OPDAT focuses on the development of the prosecutorial function. ICITAP and OPDAT also work together to ensure that proper connections are made and assistance is coordinated in the reform of the host country's criminal justice system.

(f) ICITAP's programs are authorized and funded through interagency agreements with the U.S. Department of State, the U.S. Agency for International Development, the Department of Defense, and the Millennium Challenge Corporation. ICITAP works in close partnership with its funders.

C.1.3 Mission and Scope of Work

(a) ICITAP's mission is to work with foreign governments to develop effective, professional, and transparent law enforcement capacity that protects human rights, combats corruption, and reduces the threat of transnational crime and terrorism, in support of U.S. foreign policy and national security objectives.

(b) ICITAP's expertise has expanded over the years in response to the following three types of development challenges, each requiring a unique approach:

- (1) Emerging democracies and developing countries
- (2) Post-conflict reconstruction and international peacekeeping missions

(3) Nations on the front line of the war on terrorism.

(c) ICITAP works in about forty countries worldwide. ICITAP programs vary in size. Large, full-time programs are managed in the field through about twenty field offices, and smaller programs are managed by regional assistant directors at ICITAP headquarters in Washington, DC. A field office is a location overseas, usually attached to a U.S. embassy, where an ICITAP federal employee is deployed full-time and the position is funded through an interagency agreement.

(d) As an international *law enforcement development* organization, ICITAP's activities go beyond training and equipping foreign police forces. Today, ICITAP works to achieve sustainable, institutional development in its overseas programs, rather than individual skills enhancement. ICITAP fosters sustainable development by designing all training and development programs in cooperation with host country institutions. ICITAP also tailors assistance programs to the unique requirements of the host country, taking into account the country's resources and readiness for reform, and best practices.

(e) ICITAP's development methods encompass the following:

(1) *Fostering Long-Term Institutional Reform*: Placing senior law enforcement advisors to reside in-country to provide long-term rule of law assistance. That assistance centers on fundamental institutional reform, establishment of training academies, and standing up of anti-corruption, and other vetted investigative and police units.

(2) *Providing Expert Advice*: Engaging subject matter experts to provide specialized training in the host country.

(3) *Serving as Mentors*: Working side-by-side to offer expert guidance to host country counterparts. This exposes foreign law enforcement not only to new techniques and technologies, but also to international standards for policing, evidence management and analysis, prosecution, and management of prisons and inmates.

(f) The general subject areas in which ICITAP provides training and technical assistance include both institutional development and law enforcement capacity building areas:

Institutional Development

- (1) Organizational Development
- (2) Academy and Instructor Development
- (3) Information Systems

Law Enforcement Capacity Building

- (1) Basic Police Service
- (2) Specialized Law Enforcement and Tactical Skills
- (3) Criminal Investigations
- (4) Marine and Border Security
- (5) Policing in a Democracy
- (6) Terrorism and Transnational Crime

- (7) International Post Conflict Law Enforcement Responders
- (8) Public Integrity and Anticorruption
- (9) Forensics
- (10) Criminal Justice Coordination
- (11) Corrections

For a comprehensive list of topics on which ICITAP provides training and technical assistance, visit ICITAP's website at www.justice.gov/criminal/icitap.

(g) In FY 2009, ICITAP facilitated more than 1,000 distinct training events (in the above categories) to nearly 40,000 participants.

(h) ICITAP coordinates with, and draws upon, Department of Justice law enforcement agencies. In the delivery of its training and mentoring programs, ICITAP frequently uses experts from the Federal Bureau of Investigation; the Drug Enforcement Administration; the Bureau of Alcohol, Tobacco, Firearms and Explosives; the U.S. Marshals Service; the Internal Revenue Service; the Department of Homeland Security; and the Bureau of Prisons. By involving federal agents as partners in ICITAP's programs, ICITAP opens up invaluable opportunities for the exchange of information and best practices between U.S. law enforcement and host nation counterparts.

(i) ICITAP also uses federal, state, and local law enforcement experts made available through its prime contractor. In all cases, ICITAP designs and manages its programs.

(j) The long-term overseas deployment of experienced police experts supports ICITAP's goal of sustainability, because by living in country full time, advisors are able to develop in-depth knowledge of the law enforcement capabilities of the host country, establish trusting relationships with local law enforcement and government officials, and provide consistent guidance over time on complex development initiatives.

C.2 Scope of Contract

(a) This contract is available for use by the Department of Justice, Criminal Division, on an indefinite delivery/indefinite quantity task order basis to provide/facilitate technical assistance, training, equipment donation, and construction. Performance under this contract may be provided anywhere in the United States, its territories, and foreign countries; however, the majority of work will be performed in foreign countries.

(b) The Contractor will be required to coordinate activities and communicate with a wide variety of organizations. This coordination will be maintained to achieve the dual objectives of specific support requirements and broader program goals. These organizations may include: DOJ components; other Federal agencies; state and local organizations; DOJ management, divisions, employees, consultants, contractors, and grantees performing services for ICITAP; and, International Government Organizations.

C.3 Statement of Work

C.3.1 Program Management Support

C.3.1.1 General

(a) The Contractor’s ICITAP program management office shall be located within the Washington, D.C. metropolitan area, including the necessary resources (management, technical and financial) needed to support the ICITAP program. A Contractor representative from each of the following program management functions shall be co-located at ICITAP headquarters in Washington, DC: 1) recruitment; 2) travel; and 3) shipping.

(b) The Contractor’s Program Manager shall be responsible for technical and administrative performance of all services required hereunder. The Program Manager shall be the single point of contact through which all Contractor/Government communications, work, and technical direction shall flow. The Program Manager shall receive and execute, on behalf of the Contractor, all orders for work and technical direction as the COTR and authorized ordering officials 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.

(c) The Contractor shall provide all management, administration, staffing, planning, scheduling, procuring, warehousing, etc., for all items and services required by the contract and/or task orders. Program management support to be provided by the Contractor shall include, but not be limited to, the following items:

- (1) Supervision of its contract personnel and consistent and timely management of the support services to be provided under this contract.
- (2) Technical Advisor Repository. All activities associated with recruiting and hiring staff, such as screening applicants (to include security clearance requirements), interviewing, reference checking, etc. The Contractor shall develop and maintain a Technical Advisor Repository (Repository) of recruited technical advisors and trainers with areas of expertise as directed by the Government. All personnel must meet the qualifications listed in Attachment (2).

The Contractor shall update this Repository on a monthly basis and provide an electronic version, in Access file format, each month to the Government. The Contractor shall deliver this Repository via CD without the Personal Identifiable Information of any Technical Advisor. The Contractor shall maintain the Repository with current personnel to include any recommendations for consideration from the Government. The Repository shall include the following information:

- (A) Last Name
- (B) First Name
- (C) AKA
- (D) Areas of Expertise
- (E) Previous Missions with ICITAP
- (F) International Experience
- (G) Language Skills
- (H) Education
- (I) Training
- (J) Currently Available/Dates of Availability
- (K) References
- (L) Security Clearances (Yes/No)
- (M) Awards

- (N) Professional Affiliations
 - (O) Publications
 - (P) Additional Skills/Information
- (3) Providing guidance on all contractor-supported functions (e.g., procurement processes, travel guidelines, DBA and EME insurances, etc.) and resources (e.g., corporate credit cards, cash advances, local contacts, etc.) available to travelers. The Contractor shall provide such guidance prior to deployment and as needed, following all travelers' arrival to destination.
- (4) Planning, scheduling and procuring airfare, lodging accommodations, and ground transportation for all approved travel by Contractor personnel. Ensuring that invoiced travel costs are itemized in accordance with the Government travel regulations in effect at the time of travel. Facilitating the acquisition of all necessary travel and residency documents including, but not limited to, the following:
- (A) Passports
 - (B) Visas from local embassies
 - (C) Residency permits from local authorities
- (5) Planning for and making all necessary arrangements to ensure that Contractor personnel performing field work have all necessary supplies by the time they arrive at the site.
- (6) Providing appropriate pre-deployment briefings covering all relevant issues including, but not limited to, travel, cultural, security and other conditions that will facilitate travel and residency abroad. Providing post-arrival briefings and orientation.
- (7) Assembling billing data and billing back-up materials, including all time and materials needed for preparing any responses to Government billing rejection letters. Generating, distributing, and tracking invoices, including generating reports and responding to inquiries regarding invoice status, tracking which deliverables and/or units have been invoiced and which have not, etc.
- (8) Tracking and reporting on Government furnished materials. The Contractor is responsible for adequate care and safekeeping of all Government furnished materials, including inventorying, tracking and reporting, etc. The Contractor shall reimburse the Government for any Government furnished materials lost or stolen while in the Contractor's safekeeping.
- (9) All activities associated with managing subcontractors/team members, such as identifying and qualifying them, negotiating subcontracts, reviewing invoices, ensuring compliance with the security and other requirements of this contract, etc.
- (10) Implementing and maintaining quality assurance and quality control systems to ensure that all contract and task order requirements are met throughout the term of the contract.

(d) In addition to the aforementioned program management support requirements, the Contractor shall prepare task order proposals for specific tasks when requested by the Government. In certain circumstances, the Contracting Officer (see Section G.2) may issue a Task Order Proposal Request (TPR) as described below.

- (1) The TPR will generally include the following (as appropriate):
 - (A) A description of the requirement
 - (B) Type of order (FFP or T&M) anticipated
 - (C) The period of performance or required completion date.
 - (D) Proposal instructions
 - (E) The date and time by which the Contractor's response is due.

Note: The TPR does not commit the Government to issue a task order 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 contract.

- (2) The Contractor's written response shall consist of the following:
 - (A) A description of the Contractor's approach to performing the work.
 - (B) Performance standards and incentives
 - (C) A staffing plan, to include labor mix, and which individuals will serve as key personnel for the order.
 - (D) A detailed work schedule identifying all significant milestones and deliverables.
 - (E) A list of equipment, products, and/or miscellaneous material to be delivered.
 - (F) A price proposal for the performance of the task on a T&M or FFP basis. The services portion of the price shall be prepared using the appropriate CLIN unit prices from Table B-2 of Attachment (1) to include each category of labor required to perform the work, and the corresponding estimated number of hours for each category. For ODCs, itemize all ODCs and calculate the price using the multiplier included in Table B-2.
 - (G) A clear delineation for each order of what support will be provided by the program management office and what support will be charged to field support activities.

C.3.1.2 Personnel

(a) Training of Contractor Staff

(1) The Contractor shall be responsible for providing trained, experienced staff for performing the work ordered under this contract, and for continuously monitoring, managing and controlling the work. The Contractor shall make its best efforts to retain staff members who have gained experience on this contract, and to minimize staff turnover.

(2) The Contractor shall train its own staff so as to ensure that all personnel are able to perform their duties under each task/delivery order satisfactorily. Upon request, the Contractor shall furnish the COTR

with formal documentation of the training provided to Contractor staff including testing tools for determining whether individual employees have achieved required competence levels. Except where specifically approved by the COTR, training of Contractor staff is not separately billable. Specialized training requested by the COTR beyond that which would normally be required to perform under the contract is billable.

(3) In addition to job-specific or professional training, the Contractor shall ensure its employees on this contract are trained on "contract-specific" issues such as DOJ ethics, standards of conduct, individual conflicts of interest, confidentiality requirements, DOJ security requirements, understanding of the function of reporting, and the importance of quality control and quality assurance. In addition, Contractor managers shall be educated in the terms and conditions of the contract.

(b) Employee Qualifications and Conduct

(1) The Government reserves the right to require the Contractor to reassign from this contract any Contractor employee(s) who is deemed incompetent, careless, unsuitable or otherwise objectionable, or whose continued use under the contract is deemed contrary to the best interests of the Government.

(2) The Contractor shall remove any employee from performance of contract work within five (5) working days of receiving notice from the Contracting Officer that the employee's performance is unsatisfactory. The Contractor shall immediately remove any Contractor employee found to represent a threat to the safety of government records, government employees, or other Contractor employees; if this occurs the Contractor shall reimburse the Government for the cost of any Government-provided or funded training given to the Contractor employee who ceases to perform Contract duties within six (6) months after receiving that training. In instances where the removal of an employee is for substandard performance or behavior negatively impacting delivery of services, the Contractor will be given an opportunity to address the situation prior to removing the employee.

C.3.1.3 Security Clearances

(a) Each employee of the Contractor working under this contract is subject to the security clearance requirements as set forth in Section H.17 or the individual task order. Prior to assigning an employee to the contract, the Contractor must submit for that employee the completed forms as specified in Section H.17 or the task order.

(b) The Contractor is responsible for screening all prospective employees for suitability for work on this contract as delineated in the Contractor's proposal. Guidelines for this screening function are also provided in Section H.17.

C.3.1.4 Quality Control

(a) The Contractor shall be solely responsible for the quality of services provided. The Contractor shall also be liable for Contractor employee negligence, and any fraud, waste or abuse.

(b) The Contractor shall utilize a Quality Control program to ensure that services are completed in accordance with acceptable principles of internal control, and meet specified, acceptable levels of quality. The operation of the Quality Control Program shall be described in a written Quality Control Plan provided to the Government no later than sixty (60) calendar days after award of the contract. The Contractor shall

maintain this Quality Control Plan, revise it as necessary throughout the life of the contract, and provide updated copies to the COTR as necessary.

C.3.1.5 Performance Evaluation Meetings

(a) At a minimum, performance evaluation meetings shall be held quarterly during the contract performance period, or as agreed to by the COTR and the Contractor. Performance meetings will be required on a weekly basis during the transition period and initial implementation.

(b) The Contractor shall be prepared to discuss contract performance at these meetings. These meetings shall be conducted as specified by the COTR. Meetings will be held during hours that are mutually agreeable between the COTR and the Contractor. At a minimum, these meetings shall include the Contractor's Program Manager and the COTR. A mutual effort will be made to resolve any problems which arise during the performance of the contract. Written minutes of these meetings shall be prepared by the Contractor for the COTR's approval.

C.3.1.6 Reports

(a) The Contractor shall deliver monthly, quarterly, and as-needed management reports to the COTR and the various ACOTRs. The requirements for these reports are presented in this section. These reports are required by the Government to effectively manage this contract and may be modified by the Government for new or additional information.

(b) The Contractor shall submit a complete set of all required reports to the COTR by the 10th of each month following the applicable reporting period. Contract period reports will be satisfied by submission of the cumulative reports for the contract period.

(c) The Contractor shall deliver all required reports to the COTR via either electronic messaging or CD-ROM. Program format instructions will be provided by the COTR and the ACOTRs after consultation with the Contractor. The Contractor shall design all required reports; however, the reports must be coherent and directly related to the Contractor's approved invoice system and human resource management system. The Government will approve the Contractor's proposed reporting format(s). The following are the required reports:

C.3.1.6.1 Progress Report

(a) This report shall include at a minimum:

- (1) Discussion of accomplishments to date for individual orders.
- (2) Comparison of actual delivery dates to delivery dates specified in each individual order. Reasons for slippage for those orders where specified delivery dates are not met.
- (3) Discussion of problems encountered during reporting period. Describe the problem, action taken, status of problem, e.g. resolution, pending action by whom, possible solution.

(b) This report shall be submitted to the Government on a monthly basis.

C.3.1.6.2 Expenditure Report

(a) This report will consist of two parts. Part A of the report will address all open task orders. For each open task order, the Contractor shall include at a minimum:

- (1) The dollar amount funded.
- (2) The cumulative dollar amount expended to date for goods/services.
- (3) The cumulative cost of goods/services invoiced to date.

(b) Part B of the report will address expenditures for all task orders and shall include, at a minimum, the following information:

- (1) Cumulative dollar amount funded, by contract period, for all task orders.
- (2) Cumulative dollar amount funded for all task orders over the life of the contract.
- (3) Cumulative dollar amount ordered and invoiced, by contract period, for all task orders.
- (4) Cumulative dollar amount ordered and invoiced, over the life of the contract, for all task orders.

(c) The Expenditure Report shall be submitted on a monthly basis. In addition, the contractor shall keep this information current and provide it at any time upon request from the Government.

C.3.1.6.3 End of Assignment Report

(a) The Contractor shall furnish this report within thirty (30) calendar days following the end of each assignment. Assignments are specific tasks that are ordered via individual task orders or technical guidance letters.

(b) The report shall include the following (in a standardized format agreed to by the Government):

- (1) Goals and objectives during assignment.
- (2) Significant accomplishments and challenges.
- (3) If applicable, training curricula delivered.
- (4) If applicable, equipment delivered.
- (5) Vetted student rosters (If available).

C.3.1.6.4 Quarterly Contractor Personnel Report

The Contractor shall submit this report on a quarterly basis to the COTR (in a standardized format agreed to by the Government). This report shall include at a minimum:

- (1) Foreign Local Labor in the Field (by country).
- (2) Support Personnel in the Field (by country).
- (3) US and International Non-Federal Technical Advisors in the Field (by country).
- (4) Renewed Contracts and New Deployments of Non-Federal Technical Advisors (by country).

- (5) Current period of coverage for personnel with EME insurance policies (see Section H.10)
- (6) Statistics related to number of years of specialized experience (in their field) of technical advisors under contract (total and by CLIN category).
- (7) Statistics related to the number of years of specialized experience (in their field) of technical advisors in the Technical Advisor Repository (total and by CLIN).

C.3.1.6.5 Quarterly Contractor Technical Advisor Repository Report

The Contractor shall submit this report on a quarterly basis to the COTR. This report shall include:

- (1) Number of resumes added to the Repository, by CLIN, and statistics related to the number of years of specialized experience (in their field).
- (2) Number and percentage of new contracts from resumes that the Contractor provided, by CLIN.
- (3) Number and percentage of new contracts issued to individuals who have never worked for ICITAP before, by CLIN.

C.3.1.6.6 Quarterly Delivered Status Report

(a) The Contractor shall submit this report to the COTR on a quarterly basis. This report shall include:

- (1) Task Order Number.
- (2) Task Order Current Expiration Date.
- (3) Task Order Country and Title.
- (4) Task Order Total Funding.
- (5) Task Order Total Estimated Delivered Amount.
- (6) Task Order Total Estimated Undelivered Amount.

C.3.1.6.7 Quarterly Contractor Purchased Property Report

(a) The Contractor shall submit this report on a quarterly basis. This report shall include all property the Contractor has been directed to purchase by the Government under this contract. The report shall provide the following information:

- (1) Program country
- (2) Task order number directing the property purchase
- (3) Property purchased
- (4) Quantity purchased
- (5) Property serial number when available
- (6) Total dollar amount of purchase
- (7) Date of delivery
- (8) Country where property was purchased
- (9) Final Destination of property purchased
- (10) Current location of item

C.3.2 Field Support

Task orders for field support may require any combination of services specified in Section 3.2.1 through Section 3.2.6.

C.3.2.1 Project Coordination

The Contractor shall provide the following on-site services to ICITAP representatives in the administration and management of courses, conferences, association meetings and technical assistance to include internships and establishment of forensic labs:

- (a) Preliminary training site preparation. When training courses and/or technical assistance are planned in a country or city where ICITAP has not been established, the Contractor shall:
 - (1) Make an advance trip in order to evaluate training facilities and assess the need to supplement specific facilities for use as a site for regional conferences and training;
 - (2) Make preliminary contacts and arrangements as necessary (e.g., with country officials, hotel managers), and identify in-country sources to procure goods and services (e.g., interpreters, photo-copying, vehicle rental, housing (both short and long term)).
- (b) Trip planning and coordination. The Contractor shall arrange the necessary pre-departure logistical details for the successful start of a conference and training project for both domestic and international events. This includes such activities as:
 - (1) Entering into a binding contract with a hotel and local transportation company;
 - (2) Assessing the need for supplemental training facilities with additional equipment or materials; and
 - (3) Arranging for shipment of supplies.
- (c) Logistics. The Contractor shall perform necessary in-country or domestic logistics, such as, making facility arrangements, arranging receipt of shipments of course materials/supplies, and transporting and setting up classrooms.
- (d) Procurement. The Contractor shall provide the following general procurement functions as requested by the Government:
 - (1) Ensure that contractor-furnished personnel performing in-country work have all necessary supplies and equipment by the time they arrive at the designated site.
 - (2) Procure, ship, and deliver instructional materials, equipment, and course supplies for training courses and conferences in accordance with training and/or conference schedules.

- (3) Procure materials, equipment, supplies, furniture and vehicles for training courses, technical assistance activities, and/or donation that do not fall into the category of course supplies, in accordance with project schedules. Purchases may be for a variety of purposes such as the set-up of a training facility in a country, the purchase of replacements for a training facility, and/or the donation to some country or group. These materials may include, but are not limited to, audio visual equipment, translation equipment, crime scene supplies and equipment, forensic laboratory equipment, supplies and chemicals, vehicles, and the purchase of reference materials.
 - (4) In all cases, Contractor shall provide guidance on all contractor support functions (e.g. procurement processes, travel guidelines, etc.) and resources (e.g. corporate credit cards, cash advances, local contacts, etc.) available to the in-country contracted personnel.
- (e) Material Administration, Shipping and Handling. The Contractor shall perform the following material administration, shipping, and handling functions in accordance with Federal Government procurement regulations ensuring compliance with appropriate state, federal, and foreign shipping laws, regulations, and licensing requirements:
- (1) Mark, inventory, and monitor inventory control documents, and maintain all such inventory in a serviceable and secure condition until donated to a foreign government, delivered to a designated individual, or returned to the U.S. as directed by the Government.
 - (2) Maintain inventory lists of all materials procured or obtained as donations. Such lists shall be made available to the Government upon request.
 - (3) Package/repackage material for shipping - including course materials and class room supplies, special equipment, chemicals, arms, and perishable items.
 - (4) Arrange shipping to the appropriate location/recipient. All shipments shall be closely coordinated with ICITAP staff to ensure that arrival times are appropriate in light of project needs. The Contractor shall notify program personnel immediately upon learning a shipment may not arrive as ordered or in the time frame required.
 - (5) Assemble specialized kits for shipment.
 - (6) Maintain a tracking system for all shipped items with real-time data that shall be made available to the Government upon request.
 - (7) Ensure compliance with all relevant state, federal and foreign shipping laws and regulations (e.g., items regulated by the International Traffic In Arms Regulations (ITAR), U.S. Department of Commerce Controlled Commodities lists, and hazard materials controls, DEA Regulations, etc.) to include obtaining and maintaining in effect all necessary permits and licenses. Further, the Contractor shall obey and abide by all other applicable laws and ordinances.

C.3.2.2 Training, Conferences, and Seminars

C.3.2.2.1 General

The Contractor shall provide supplies and services necessary to plan, develop, implement, document, and present training courses, conferences and technical seminars.

C.3.2.2.2 Conduct of Training Courses/Conferences/Seminars

(a) The Contractor shall deliver training courses, conferences, and technical seminars in accordance with the requirements of this contract or individual orders.

- (1) With respect to training courses, the order will specify subject matter, class size, length of course, number of hours of class room training, and course unit price. The Contractor shall deliver a course of instruction meeting the order requirements to include classroom facility, equipment and course materials in sufficient numbers for class size, instructor(s) and on-site administrative and logistics support for course attendees. The Contractor shall provide written and/or audio-visual materials, as required. The Contractor shall provide translations in English and designated foreign languages.
- (2) With respect to conferences, the order will specify dates, times, subject matter, and instructors or speakers. The Contractor shall deliver a conference meeting the order requirements to include, translators in both English and designated languages, copying of materials, logistics requirements that may be needed such as transportation of participants, facility/site selection, accommodations for participants, working meals coordination if needed, etc.
- (3) With respect to technical seminars, the order will specify dates, times, subject matter, and instructors or speakers. The Contractor shall deliver a technical seminar meeting the order requirements to include, translators in both English and designated languages, copying of materials, logistics requirements that may be needed such as transportation of participants, facility/site selection, accommodations for participants, working meals coordination if needed, etc.

(b) The Contractor shall provide the following project administration assistance during the execution of a training course, conference, or technical seminar:

- (1) Provide sufficient numbers of qualified interpreters and translators as required in individual orders.
- (2) Ensure translation equipment is set-up properly and interpreters are familiar with the operation of equipment.
- (3) Provide assistance to the instructor, such as identifying the location and preparing the site for practical exercise.

- (4) Furnish all required safety and security equipment items including, but not limited to, ballistic body armor, helmets, cellular telephones, radios, weapons and armored vehicles. The Contractor shall also provide reliable and effective security guards/drivers when required and secure, effective and reliable modes of emergency communication.
- (5) Provide and maintain appropriate vehicles and reliable and skilled drivers or make other suitable arrangements for local travel as required for work-related project activities;
- (6) Procure, ship and install necessary equipment which is specified within the project budget in accordance with Government directions.
- (7) Arrange for land-line and/or cellular telephone connections and Internet connectivity to facilitate field-headquarters communication as directed by the Government.
- (8) Assist with class activities such as closing ceremonies and placing student names on course certificates
- (9) Upon completion of each training event, provide electronic copies of all course-related documentation to the Government, to include final versions of curricula (in all languages delivered), student rosters (both participants and graduates), PowerPoint presentations, training evaluations, and any other related training materials;.
- (10) Upon completion of a training activity, perform all closing functions (e.g., disassemble equipment, re-pack supplies and pay invoices).

C.3.2.3 Project Participant Support

C.3.2.3.1 General

The Contractor shall provide supplies and services necessary to provide travel arrangements, lodging, and conference accommodations for participants of ICITAP sponsored training, conferences, and seminars.

C.3.2.3.2 Travel Arrangements

The Contractor shall make travel arrangements for training/conference/seminar participants. The Contractor shall make travel reservations (air, train, bus, etc.) as needed. The contractor shall procure and deliver all tickets in a timely manner. The Contractor shall facilitate passage through local customs and immigration. The Contractor shall facilitate the acquisition of all necessary travel and residency documents including, but not limited to, the following:

- (1) Passports
- (2) Visas from local embassies
- (3) Residency permits from local authorities

C.3.2.3.3 Lodging and Conference Accommodations

The Contractor shall make lodging (e.g., hotel, apartment, housing) reservations and changes for participants as well as secure adequate conference space and obtain appropriate and required insurance coverage. With respect to lodging for instructors, subject matter experts and technical assistants, the Contractor shall arrange for lodging and support in accordance with the established project budget including, but not limited to, the following:

- (1) Secure appropriate housing through lease, room rental, etc.
- (2) Obtain and ensure security for housing
- (3) Procure furnishings and appliances for leased housing
- (4) Arrange for full utility services to leased premises
- (5) Provide a resource for household maintenance and repairs.

C.3.2.3.4 Travel Expense Reports

The Contractor shall process travel expense documents and reconcile expense reports of participants.

C.3.2.4 Ad Hoc Tasks

_____ The Contractor shall perform such periodic, ad hoc tasks as required by the Government to further a specific international justice sector development or reform program or enhance the capability of ICITAP, consistent with the mission of the organization.

C.3.2.5 Construction, Rehabilitation and Repair of Facilities

The Contractor shall supply all equipment, materials, supplies, tools, and personnel necessary to successfully complete the minor construction of new facilities, as well as the rehabilitation, and/or repair of existing facilities. The Contractor shall design, build, or both design and build these facilities as required. All specifications and requirements will be provided by the Government. Any task orders for the construction, rehabilitation, and/or repair of facilities will be negotiated on a firm fixed price basis.

C.3.2.6 OPDAT Support

_____ When ordered, the Contractor shall provide administrative and logistical services in support of the Office of Overseas Prosecutorial Development, Assistance and Training (OPDAT) of DOJ's Criminal Division. The types of services to be provided by the Contractor includes, but is not limited to, the procurement of housing and utilities, communications, security services, transportation services (including driver support), document translation services, interpretation services, and general office support. These services may be required both in the United States and abroad.

C.3.3 Contract Phase-In

(a) The continuing provision of support services covered under this solicitation is essential to continuity of the program. Therefore, it is critical that the transition from the current operation to a new contract be accomplished in a well planned, orderly and efficient manner. The Contractor shall be responsible for the phase-in of Contractor personnel and the assumption of ongoing tasks in accordance with

the Government phase-in schedule (see Section B.1). Phase-in activities will include, but not be limited to, placement of any necessary subcontracts, mobilization of staff and other resources, obtaining of necessary clearances, execution of the Confidentiality Agreement included as Attachment (3), submission of a Quality Control Plan, and any other activities required to put the Contractor in a position to accept and perform task orders for ICITAP services. Certain current staff of the incumbent contractor will be available during this period to provide administrative and technical orientation to new Contractor personnel, familiarize the Contractor with required services, and provide other guidance and assistance as mutually determined by the Government and the Contractor.

(b) The specific phase-in assistance to be provided shall be determined by the Government. After award of the contract, the Government will request a proposal from the Contractor for the cost attributable to the phase-in effort, negotiate a price for said effort, and issue a task order to the Contractor for that effort.

C.3.4 Contract Phase-Out

At the conclusion of the contract, the functions performed under this contract may convert to an in-house Government operation or may be awarded through another contract. In either case, the Contractor may be required to assist in the phase-out of this contract. The price and terms of the assistance required will be negotiated as a separately priced task order.

SECTION D - PRESERVATION, PACKAGING AND MARKING

D.1 Payment of Postage and Fees

All postage and fees related to submitting information to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall be paid by the Contractor.

D.2 Preservation, Packing and Marking

(a) All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall include the contract number.

(b) Unless otherwise specified, all material shall be preserved, packaged, and packed in accordance with normal commercial practices to insure acceptance by common carrier and safe arrival at destination.

SECTION E - INSPECTION AND ACCEPTANCE

E.1 Inspection and Acceptance

(a) Inspection and acceptance of supplies and services to be furnished under individual task orders will be performed at the place of performance or destination, by the COTR or his designated representative, in accordance with FAR clause 52.246-4, 52.246-6, or 52.246-12, as applicable. Inspection will consist of an examination of the deliverable(s) and/or services for (1) compliance with the statement of work and/or other task order or technical guidance letter (TGL) specific requirements, (2) thoroughness with respect to scope or content, and (3) quality with respect to the standards set forth in Section C, the individual task order, or the TGL.

(b) The Government shall have thirty (30) calendar days from receipt of each invoice to inspect and accept items delivered/work performed under the task order. Rejected work and/or comments on all deliverables will be provided to the Contractor by the COTR. The Contractor shall be responsible for replacement or corrections to the work or deliverable as necessary to meet the standards of acceptance identified in the contract and the task order. The cost to replace or correct nonconforming work or deliverables shall be borne as specified in the appropriate Section E.2 clause or as specified in the task order.

(c) In certain situations, it will be impossible for the Government to inspect and accept items delivered/work performed under an individual task order within the allotted thirty (30) days. In these situations, the Government will provisionally accept items delivered/work performed and process associated invoices for payment. Such action by the Government shall not constitute final acceptance of said items delivered/worked performed. Should subsequent inspection determine that replacement or correction to the work or deliverable is necessary to meet the standards of acceptance identified in the contract and the task order, the Contracting Officer and the Contractor shall negotiate an adjustment to the previously invoiced amount(s).

(d) The Government will only be responsible for the cost of those corrections ordered above the performance standard specified in the task order.

E.2 Clauses Incorporated by Reference

This contract incorporates the following clauses from the Federal Acquisition Regulation (48 CFR Chapter 1) by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

| Clause Number | Title |
|----------------------|---|
| 52.246-4 | Inspection of Services – Fixed Price (FEB 1996) |
| 52.246-6 | Inspection – Time and Material and Labor Hours (MAY 2001) |
| 52.246-12 | Inspection of Construction (AUG 1996) |
| 52.246-16 | Responsibility for Supplies (APR 1984) |

SECTION F - DELIVERIES OR PERFORMANCE

F.1 Term of the Contract

The Contractor shall have no more than sixty (60) days from the date of contract award to complete its phase-in activities (see C.3.3). The period of performance of the contract shall commence on May 01, 2011 and end on April 30, 2012. Six (6) additional option periods of twelve (12) months each may be exercised at the discretion of the Government. The phase-in and phase-out periods are not considered to be part of the total contract period.

F.2 Option to Extend Term of Contract (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at any time within the term of the contract, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed eighty-four (84) months.

F.3 Option to Extend Services (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within the term of the contract.

F.4 Place of Performance

Performance of this contract will be accomplished at various locations around the world, as directed by individual task orders. Some situations will dictate that the Contractor perform required tasks in facilities leased by the Contractor. Recruitment and training may be performed in Contractor provided facilities. The Contractor shall provide its own facilities for program management.

F.5 Notice to the Government of Delays

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

or any rights or remedies provided by law or under this contract.

F.6 Clauses Incorporated by Reference

This contract incorporates the following clauses from the Federal Acquisition Regulation (48 CFR Chapter 1) by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

| Clause Number | Title |
|----------------------|-------------------------------|
| 52.242-15 | Stop-Work Order (AUG 1989) |
| 52.247-34 | F.O.B. Destination (NOV 1991) |

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 Contracting Officer's Technical Representative (COTR)**

(a) The performance of work required herein shall be subject to the technical direction of the cognizant Contracting Officer's Technical Representative (COTR) or his designee with respect to technical matters pertaining hereto. As used herein, "Technical Direction" is direction to the Contractor which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. "Technical Direction" must be confined to the general scope of work set forth herein and shall not constitute a new assignment, nor supersede or modify any other Clause of this contract. To be valid, technical direction:

- (1) must be issued in writing consistent with the general scope of work set forth in the contract;
- (2) shall not change the expressed terms, conditions, or specifications incorporated into this contract; and
- (3) shall not constitute a basis for extension to the contract delivery schedule or contract price.

(b) The COTR is authorized to:

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

(c) Each task order issued under this contract will identify an Assistant Contracting Officer's Technical Representative (ACOTR), who will be responsible for the day-to-day management of the task order. For some tasks the COTR may function as the ACOTR. Any function explicitly assigned to the COTR by this contract may be specifically delegated in writing by the COTR to the ACOTR for that task order, except the authority to approve any modifications to a task order.

(d) The COTR has the responsibility to inspect all deliverables and authorization to certify (but not to reject or deny) invoices for payment in accordance with Section G.5. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.

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

(f) The COTR assigned cognizance of this contract is:

To be designated at time of award

(g) A copy of all written communications shall be concurrently mailed or otherwise furnished to the Contracting Officer at the address set forth in Section G.2.

G.2 Contract Administration

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

(b) This contract will be administered by:

To be designated at time of award

(c) Written communications shall make reference to the contract number and shall be mailed to the above address.

G.3 Security Programs Manager

(a) Upon contract award, a Security Programs Manager (SPM) will be designated to coordinate those aspects of this contract which pertain to obtaining and maintaining security clearances at the appropriate levels for contractor personnel performing hereunder.

(b) During the pre-award phase of this contract, the SPM is responsible for performing the following duties:

- (1) Provide the Contracting Officer with the appropriate contractor personnel security screening requirements (including waiver requirements, if appropriate) and background investigation (BI) requirements for obtaining services of non-federal employees under the resultant contract and task orders.
- (2) Determine the risk level for each contractor position. The risk level must be based on an overall assessment of the damage that an untrustworthy contractor could cause to the efficiency or the integrity of Departmental operations. The SPM shall provide this information to the Contracting Officer for inclusion in the resultant contract.
- (3) Certify that the personnel security requirements of the contract are adequate to ensure the security of Departmental operations, information and personnel. The SPM shall provide this written certification to the Contracting Officer prior to release of the Request for Proposals.

(c) The SPM for this contract is:

To be designated at time of award

(d) The personnel security requirements of this contract are set forth in Sections H.17 through H.20 of the contract.

(e) Following award of this contract, the SPM shall ensure that the personnel security requirements set forth herein are followed. In addition, the SPM shall comply with the supplemental guidelines provided to him or her by the Contracting Officer.

G.4 Contractor Representative

The Contractor's Representative to be contacted for all contract administration matter is:

Name: _____ **

Address: _____ **

_____ **

Telephone: _____ **

Cell: _____ **

24 Hr Emergency #: _____ **

FAX: _____ **

****TO BE COMPLETED BY THE CONTRACTOR**

G.5 Payment

G.5.1 General Invoice Requirements

(a) The Contractor shall render invoices upon successful completion (full or partial) of each requirement, but not more frequently than monthly, in an original and one (1) copy to the COTR at the address identified in the task order. The Contractor shall not combine, on a single invoice, work performed on multiple task orders during a given period.

(b) To constitute a proper invoice, the invoice shall be submitted on Standard Form 1034 (made available electronically upon award) and include at a minimum the following information:

- (1) Unique invoice number per task order beginning with invoice 001. For example, the first invoice for task order 20 will be 001; the third invoice for task order 40 will be 003, etc
- (2) name and address of the Contractor
- (3) invoice date
- (4) contract number

- (5) task order number and title
- (6) country location where the work is performed
- (7) period covered by the invoice
- (8) shipping and payment terms
- (9) name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
- (10) Taxpayer Identification Number
- (11) DUNS Number

(c) In addition to the information in paragraph (b), the following documentation shall also be submitted as attached back-up for each invoice and in the following order:

- (1) Summary Page. This page shall list the documentation provided in (2) through (5) below that will be included in each invoice.
- (2) CLIN Breakdown. The Contractor shall provide a separate table inset for each CLIN category for Direct Labor (with Post Differential and/or Danger Pay Premiums), Foreign Local Labor, Third Country National; Materials, Travel, Facilities, Shipping, Special Service Subcontracting and Insurance (DBA and EME). The tables shall indicate the CLIN number; name of individual, item or service; quantity; unit price/rate; contractor fee; danger and post differential pay if applicable; per diem; stipend if applicable; contractor fee and multiplier as appropriate; and percent of CLIN billed to date. All rows in each table shall be sub-totaled across and all columns shall be sub-totaled down with final total at bottom of invoice.
- (3) Receipts supporting all billed costs for each CLIN indicated in the invoice (itemized corporate credit card receipts may be sufficient). For receipts shown in foreign currency denominations, the Contractor shall convert into US dollars.
- (4) Monthly Individual Expense Report showing what the individual (i.e. advisor/instructor) billed the contractor and period billed.
- (5) Credit Summary Sheet, if applicable, providing an explanation of why the Contractor is issuing a credit or check to the Government.

(d) ACOTRs may contact the Contractor for clarification and explanation of billed costs during review. If a billed cost is not supported with proper documentation or satisfied via discussions between the program and the Contractor, the invoice may be short-paid by that amount. The Contractor may subsequently re-invoice for that cost when it has provided the proper documentation. The COTR will certify the invoice for payment and forward the invoice to the Finance Office specified in paragraph (d) below for payment. Negative inspection results will be reported immediately to the Contracting Officer.

(e) The office that will make the payments due under this contract (i.e., the designated payment office) is:

U.S. Department of Justice
FDSS
600 E Street NW, Room 4045

Washington, DC 20530-0001

(f) If an invoice is rejected, all follow-up invoices shall be marked "Resubmission of Original" and shall include the original invoice number. Contractor questions regarding payment information or check identification should be directed to the ordering agency's designated payment office unless otherwise specified in the task order.

G.5.2 Time-and-Materials or Labor Hour Task Orders

(a) Payment for actual work and services rendered under all time-and-materials (T&M) or labor hour (LH) task orders will be made on a monthly basis in accordance with the clause entitled "Payments under Time-and-Materials and Labor-Hour Contracts" (see Section I.1, Clause 52.232-7). However, the 5% withholding provision specified in paragraph (a)(2) of clause 52.232-7 does not apply to task orders under this contract. In addition to the requirements contained in Section G.5.1, each invoice shall include (as applicable):

- (1) Actual direct labor hours expended by each individual (fractional parts of an hour shall be rounded to the nearest one-fourth (1/4) hour or lesser fraction in computing the amount payable) multiplied by the appropriate unit price (hourly rate) from the applicable CLIN.
- (2) Itemization of all approved other direct cost (ODC) items by appropriate CLIN with supporting documentation (including subcontractor/supplier invoices).
- (3) Itemization of all actual transportation and per diem expenses being claimed in accordance with Part 31 of the FAR and Section B.3.3 with supporting documentation as requested by the COTR.
- (4) The appropriate multiplier (administrative handling charge) from the ODC pricing table.

(b) The ACOTR will certify the hours worked, ODC items (if any), and satisfactory completion of all work and services billed.

G.5.3 Firm Fixed-Price Orders

The Contractor shall render invoices upon successful completion of each separately priced item in the task order as described in Section G.5.1, but not more frequently than monthly. The COTR will certify to the satisfactory completion of all work and services billed.

G.5.4 Interest on Overdue Payments

(a) The FAR clause entitled "Prompt Payment" (see Section I.1, Clause 52.232-25) is applicable to payment under this contract and requires interest on overdue payment and improperly taken discounts. Determinations of interest due will be made in accordance with the provisions of the prompt payment clause as modified by paragraph (b) below.

(b) Subdivision (a)(5)(i) of the Prompt Payment clause is modified to specify the following period for constructive acceptance by the Government: The Government agrees to inspect and determine the acceptability of services rendered in accordance with Section E.1 of this contract. For the purpose of

determining the due date for payment and for no other purpose, acceptance will be deemed to occur on the last day of the above stated inspection period. However, the Contractor is not entitled to payment of contract amounts or interest unless and until actual, or provisional, acceptance occurs. If the services are deficient, the provisions of this clause will apply to the date the Contractor corrects the deficiencies in services.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 Contract Type

This is an Indefinite Delivery/Indefinite Quantity contract. Individual orders may be issued on a firm-fixed-price, time-and-materials, or labor-hour basis.

H.2 Indefinite Quantity (FAR 52.216-22) (OCT 1995)

(a) This is an indefinite quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. In no event shall the completion date for any task order extend for a period of more than 180 days beyond the expiration date of the contract. In such instances, the contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

H.3 Ordering (FAR 52.216-18) (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the award date of the contract through the expiration date of the contract.

(b) All task orders are subject to the terms and conditions of this contract. In the event of conflict between a task order and this contract, the contract shall control.

(c) If mailed, a task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the schedule.

(d) Each task order issued hereunder will contain a dollar ceiling which the Contractor will not exceed, except at its own risk.

H.4 Ordering Activity

Services to be furnished under this contract shall be ordered by issuance of task orders issued by the U.S. Department of Justice, Procurement Services Staff. Orders may be placed only by those individuals designated in writing as Ordering Officials by the Director, Procurement Staff, Justice Management Division, Department of Justice.

H.5 Order Limitations (FAR 52.216-19) (OCT 1995)

(a) Minimum Order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum Order. The Contractor is not be obligated to honor –

- (1) Any order for a single item in excess of the maximum amount for the contract (see Section B.2);
- (2) Any order for a combination of items in excess of the maximum amount for the contract; or
- (3) A series of orders from the same ordering office within ten (10) days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph b) of this section.

(d) Notwithstanding paragraphs b) and c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph b), unless that order(s) is returned to the ordering office within ten (10) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

H.6 Freedom of Information Act Requests for Contractor's Proposal

Notwithstanding any other provision in this contract or any statement or restriction in the Contractor's proposal, by entering into this contract, the contractor acknowledges that the Government will release the hourly, daily, and monthly rates contained in the Section B pricing tables of this contract in response to Freedom of Information Act (FOIA) requests without giving the Contractor advance notice of the release. With respect to a FOIA request for any part of the Contractor's proposal set forth or incorporated by reference into this contract, before responding to the FOIA request the Government 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.7 Delivery of Redacted Proposal

Within fifteen (15) days after contract award, the Contractor shall provide the Contracting Officer with a copy of the portions of its proposal that are set forth or incorporated by reference into this contract,

which shall be releasable to the general public in response to Freedom of Information Act (FOIA) requests. The Contractor shall assert the appropriate FOIA exception and basis thereof for any material redacted.

H.8 Government Furnished Property (GFP)

(a) The Government will furnish and maintain, specifically for use in the performance of this contract, all necessary office space, office furniture and equipment, computer equipment, telephone service under the Federal Telecommunications System (FTS), operating supplies, and other associated items as are necessary in the Government's judgment for the technical performance of the contract. Provision and maintenance of GFP for onsite support personnel required in the performance of this contract are the responsibility of the Government. Responsibility for accountable record keeping for the GFP will be retained by the Government.

(b) The Government may furnish computer hardware and software as required for specific coordination with ICITAP systems.

(c) The Government will supply the Contractor with requisite forms, publications, and other documentation (e.g., existing course curriculum) to perform work under this contract.

(d) The Government will identify applicable Government Furnished Property as required for each task order.

(e) The Contractor shall exercise diligence in the care and safekeeping of the property mentioned herein. Liability for loss or damage of the property shall be in accordance with the provisions of Section H.9, entitled "Indemnification".

(f) GFP shall be used for contract performance only.

H.9 Indemnification

(a) Responsibility for Government-owned or -leased Property and Equipment. During contract 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 contract.

(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.10 Insurance

The Contractor shall secure the following various types of insurance for property, liability, and subcontractor coverage for workers compensation, emergency evacuation and personal medical coverage for intern/students. It is the responsibility of the Contractor to negotiate insurance policies for such coverage and ensure all applicable and required insurance is supplied and is current. Such insurance includes but may not be limited to:

- (1) Defense Base Act (DBA) Insurance;
- (2) Emergency Medical Evacuation (EME) Insurance;
- (3) Personal Medical Insurance for Participant Interns;
- (4) General Liability Insurance; and
- (5) Vehicle-related insurances for Contractor staff, non-contractor staff, subcontractors, other personnel and related activities for the government and, on occasion, third party entities.

(b) DBA and EME insurance policies are due to the COTR sixty (60) days prior to official start of work on this contract and sixty (60) days prior to any renewal. Along with each policy, the Contractor shall provide, at a minimum, the extent of the insurance coverage provided, the proposed annual premium, and the estimated annual payroll or travel used as the basis for that premium. The policy shall also quote separately the following:

DBA at \$0.00 / \$100 of each individual's fee
EME at \$0.00 / 12-month coverage per individual

H.11 Medical Provisions

(a) Medical Examinations. The Contractor shall ensure that all personnel it intends to deploy to a foreign assignment shall, prior to such deployment, obtain and present a statement from their primary physician or other medical care provider to the effect that said personnel is free of any known medical condition or disease which would reasonably impede or remove his/her ability to perform the essential functions to be assigned to and performed.

(b) Inoculations. The Contractor shall inform all persons being deployed to foreign assignments of the infectious diseases to which they may be exposed by virtue of such deployment and that the Government will reimburse them for all inoculations required to render protection from such diseases. The Government and the Contractor shall provide adequate time before deployment to allow those seeking inoculations to obtain them in a timely manner.

H.12 Permits and Licenses

In the performance of work hereunder, the Contractor shall obtain and maintain in effect all necessary permits and licenses while ensuring compliance with all relevant state, federal and foreign shipping laws and regulations (e.g., items regulated by the International Traffic In Arms Regulations (ITAR), U.S. Department of Commerce Controlled Commodities lists, and hazard materials controls, DEA Regulations, etc.). Further, the Contractor shall obey and abide by all applicable laws and ordinances.

H.13 Key Personnel

(a) The Contractor shall assign and identify the following key personnel who will provide management, administrative, and technical interface with Government personnel in the day-to-day

performance of the contract:

(To be Proposed by Offeror)

(b) Individuals assigned to these labor categories shall be designated as key personnel upon ordering of services and approval of the position by the COTR. Replacement of these individuals must be approved by the COTR.

(c) All key personnel are subject to the following:

- (1) Replacement is subject to the prior written approval of the COTR.
- (2) Requests for replacement shall include a detailed resume containing a description of position duties and qualifications, information about the qualifications of the individual(s) proposed, and any additional information requested by the Contracting Officer in sufficient detail to permit the Contracting Officer to evaluate the impact on the work the Contractor is obligated to perform hereunder.
- (3) Contractor proposals to move any key personnel off the contract shall be submitted in writing at least fifteen (15) days in advance of proposed moves, and are subject to the approval of the COTR, including approval of proposed replacements. No diversion shall be made by the Contractor without the written consent of the COTR.
- (4) The Government reserves the right to review the qualifications of key personnel selected to work on this contract before assignment, including the individuals proposed (in the Contractor's proposal) and any replacements for these individuals, and to reject individuals whom it determines are not suitable for the program. The Government also reserves this right in certain circumstances when specific non-key personnel are required for specific tasks.

(d) The list of key personnel set forth may be amended from time to time during the course of the contract to either add or delete personnel, as appropriate. The Program Manager and support staff shall be located within the metropolitan Washington, DC area.

H.14 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 COTR 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.15 Restrictions on Employee Activity

(a) The distinct and separate nature of the Government-Contractor relationship must be maintained during the performance of this contract. The required support services may include access to national security, sensitive, or confidential information.

(b) The Contractor's activities shall be restricted as follows:

- (1) Contractor employees shall conduct only business covered by this contract while on Government premises.
- (2) Contractor employees, while performing contract tasks, shall not solicit new business from the Government.
- (3) Contractor employees shall sign a non-disclosure statement prior to commencement of work.

- (4) Contractor business cards, letterhead, stationary, etc., shall not in any way imply employment or legal affiliation with the U.S. Government, Department of Justice, or any other Government component.
- (5) Neither Contractor employees nor their relatives shall knowingly purchase, or otherwise cause to be purchased, seized assets by the Federal Government. This restriction applies to purchases through Government auction of forfeited or abandoned assets as well as purchases through other means; and is consistent with the Department of Justice's Conflict of Interest restrictions.
- (6) Neither the Contractor nor Contractor employees shall use Government stationary or any form of representation for private business.
- (7) Neither the Contractor nor Contractor employees shall in any way represent that they are employees of the Government, orally or in writing.
- (8) Contractor personnel assigned to a foreign country shall comply fully with all directions regarding personal security. Failure to do so may result in warnings to comply, and repeated and willful refusal to comply will result in a request to the Contractor to withdraw said personnel from the project.
- (9) No person employed by or subcontracted to the Contractor shall possess or carry a firearm for self-defense or otherwise without specific written authorization of the Contractor and acknowledgment of ICITAP and/or OPDAT.

H.16 Hours of Operation

The specific hours of operation will be established by the COTR for each local office. Generally, Contractor personnel shall work Monday through Friday between the hours of 9:00 a.m. and 5:30 p.m., local time. Special hours, such as overtime or weekend hours of operation, may be required on an occasional basis. The Government shall provide as much notification as possible for special requirements. Operations conducted outside of normal business hours shall be performed only with the written authorization of the COTR.

H.17 Security Requirements - Classified

(a) The work to be performed under this contract will involve access to classified information [National Security Information (NSI)] as well as access to unclassified information. All references to "contract(or) personnel" and "contract employee" in this clause include all individuals that will perform under this contract, including individuals employed by the Contractor, team member, subcontractor, consultant, and/or independent contractor.

(b) The Contractor shall comply with the National Industrial Security Program Operating Manual (NISPOM) for all work performed under this contract that involves access to classified information.

(c) Duplication or disclosure of the data and other information (classified and unclassified) to which the Contractor may have access as a result of this contract is prohibited by Public Law and is subject to

criminal penalties.

H.17.1 Contractor Personnel

(a) The type of security investigation required will be governed by the type of information made available to Contractor personnel. Contractor personnel that require access to classified information will be processed through the National Industrial Security Program (NISP). Contractor personnel that require access to unclassified information will be subject to a Public Trust Investigation (PTI). Except where specifically noted otherwise (e.g., H.17.1.2.4(a)), the Government will be responsible for conducting the investigation and the cost of the investigation. All investigations will be conducted in accordance with applicable Executive Orders, DOJ Orders, Office of Personnel Management (OPM) guidance, Homeland Security Presidential Directive 12 (HSPD-12), and Federal Information Processing Standard Publication 201 (FIPS 201).

(b) PTI certifications will be accepted from other Federal agencies provided the investigation performed by the other agency meets or exceeds DOJ requirements.

(c) The Contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the COTR and Security Programs Manager (SPM), have received the requisite NSI Clearance or PTI security approval.

(d) During the life of the contract, the Contractor shall ensure that no contract employee commences performance hereunder prior to receipt of a written authorization from the Contracting Officer, the COTR, or the SPM.

H.17.1.1 Access to Classified Information

(a) The Contractor shall possess or be capable of obtaining a Defense Industrial Security Clearance Office (DISCO) Defense Industrial Security Clearance Facility Code and a Top Secret Facility Clearance to fully perform this contract. As directed by the COTR and SPM, the Contractor shall submit the information necessary to allow the Government to prepare and obtain for the Contractor a "Department of Defense Contract Security Classification Specification" (DD Form 254) for this contract. Where such clearance is required, the Contractor agrees to provide information and access to Contractor facilities as may be required by Government investigators.

(b) Immediately after contract award (or receipt of the required Facility Clearance), the Contractor's Facility Security Officer (FSO) shall furnish to the COTR a list of all personnel proposed to work under this contract who have been processed through the NISP by the Defense Security Service (DSS). The Contractor shall update this information as individuals are added or deleted from the contract and the FSO shall provide the updated list to the COTR.

(c) For each contract employee that requires access to classified information under this contract, the Contractor shall forward a Visit Authorization Request (VAR) or a copy of the Joint Personnel Adjudication System (JPAS) Personnel Summary printout indicating the current background investigation information and clearance level.

H.17.1.2 Access to Unclassified Information

Note: Contractor personnel that have a currently active, approved NSI clearance will not be

processed for a Public Trust Investigation (PTI) if the current investigation meets the investigative requirements for the risk level of the position to be occupied under this DOJ contract.

(a) Contractor personnel only requiring access to unclassified information will fall under the following categories:

(1) High Risk. High risk positions are those positions that have the potential for exceptionally serious impact on the integrity and efficiency of the DOJ and involve duties especially critical to the DOJ or a program mission with broad scope of policy or program authority.

H.17.1.2.1 Pre-Appointment Background Investigations and Waivers

(a) Background investigations must be conducted and favorably adjudicated for each contract employee prior to commencing work on this contract. However, where programmatic needs do not permit the Government to wait for completion of the entire background investigation, a pre-appointment background investigation waiver can be granted by the SPM, in consultation with the cognizant COTR. The extent of the background investigation will vary depending upon the Risk Category associated with each position and whether each position is long- or short-term. Short-term is defined as contract employees having access to Federally-controlled information systems and/or unescorted access to Federally-controlled facilities or space for six months or fewer. The requisite background investigation does not need to be initiated for short-term positions as part of the pre-employment waiver except in the case of non-U.S. citizen contract employees. However, long-term contract employees requiring unescorted access to Federally-controlled facilities and/or access to any Federally-controlled information system shall be subject to the requisite background investigations described below. A waiver will be disapproved if it develops derogatory information that cannot be resolved in the contract employee's favor. When a waiver has been disapproved, the COTR, in consultation with the SPM, will determine (1) whether the contract employee will no longer be considered for work on a DOJ contract or (2) whether to wait for the completion and favorable adjudication of the background investigation before the contract employee commences work on a Department contract. The minimum pre-appointment investigative requirements are as follows:

(1) High Risk Positions. The minimum background investigation required is a five year scope Background Investigation (BI), and the five year reinvestigation required is an Access National Agency Check with Inquiries (ANACI). The Standard Form (SF) 85P, Questionnaire for Public Trust Positions, and the SF-85P-S (Supplemental Questionnaire for Selected Positions), are required.

(2) Moderate Risk Positions. The minimum background investigation required is a Minimum Background Investigation (MBI) for "moderate" impact on the integrity and efficiency of the DOJ or a Limited Background Investigation (LBI) for "serious" impact potential on the DOJ's integrity and efficiency. The five year reinvestigation required is a National Agency Check with Law and Credit (NACLC). The SF-85P and the SF-85P-S are required.

(3) Low Risk/Non-Sensitive Positions. The minimum background investigation required for Low Risk/Non-Sensitive positions is a National Agency Check with Written Inquiries (NACI) and the required five year reinvestigation is also a NACI. The SF-85P and the SF-85P-S are required.

(b) The pre-appointment background investigation waiver requirements include:

(1) Favorable review of the security questionnaire form;

- (2) Favorable FBI fingerprint results;
- (3) Verification of citizenship (copy of a birth certificate, Naturalization Certificate, or U.S. Passport);
- (4) Verification of compliance with the DOJ residency requirement;
- (5) Favorable credit report for contract personnel in High Risk and Moderate Risk positions; and
- (6) Verification of the initiation of the appropriate background investigation for long-term Contractor personnel.

H.17.1.2.2 Required Security Forms

(a) The following forms must be completed and submitted by the Contractor's Corporate Security Officer for each contract employee PTI:

- (1) FD-258 Applicant Fingerprint Card. Two sets are required per applicant. The Contractor may schedule appointments with the SPM to be digitally fingerprinted; otherwise, fingerprinting by the FBI is required. All pertinent information must be completed by the individual taking the prints, or by the FBI if prints are taken there.
- (2) SF-85P Questionnaire for Public Trust Positions and the SF-85P-S Supplemental Questionnaire for Selected Positions. The contract employee shall complete the SF-85/SF-85P via the Electronic Security Questionnaires for Investigations Processing (e-QIP) System after first obtaining access to e-QIP from the SPM (see paragraph (c) below). The Contractor shall also submit a hard copy of the form (as completed and signed by the contract employee) with the remainder of the security package.
- (3) DOJ-555 Fair Credit Reporting Act Disclosure. Authorizes DOJ to obtain one or more consumer/credit reports on the individual. This is required for Contractor personnel in High Risk and Moderate Risk positions.
- (4) Foreign National Relatives and Associates Statement. This is only required if any relatives listed on the SF-85P/SF-85P-S are foreign nationals.
- (5) Confidentiality Agreement for Contractor and Subcontractor Employee. See Section H.19 for confidentiality requirements.

(b) The Contractor shall also submit a credit report for each individual designated at the High Risk or Moderate Risk level, and have resolved satisfactorily any individual credit issues.

(c) **Using e-QIP**. Immediately after contract award, the Contractor shall designate an employee as its "e-QIP Initiator" and provide the name of this person to the COTR. The e-QIP Initiator must have, at a minimum, a favorably adjudicated MBI and the appropriate DOJ security approval before being given access to e-QIP. After the e-QIP Initiator's security approval is granted, the Contractor will be configured in e-QIP as a sub-agency to DOJ. The Contractor will then be responsible for initiating all contract personnel in e-QIP

for completion of the security questionnaire form and forwarding the electronic form along with a hard copy of the form (as completed and signed by the contract employee) with the remainder of the security package to the designated DOJ representative. Subject to the prior approval of the SPM, the Contractor may designate an e-QIP Initiator for each subcontractor. Subcontractor e-QIP Initiators must have, at a minimum, a favorably adjudicated MBI and the appropriate DOJ security approval before being given access to e-QIP.

H.17.1.2.3 Citizenship and Residency Requirements

(a) **Residency Requirement.** Contract employees, both United States (U.S.) citizens and non-U.S. citizens, must meet the Department's Residency Requirement, i.e., he/she must have lived in the U.S. three of the last five years immediately prior to employment under the Department contract; and/or worked for the U.S. overseas in a Federal or military capacity; and/or be a dependent of a Federal or military employee serving overseas. At the Department's sole discretion, the residency requirement may be waived by the Department Security Officer (DSO) on a case-by-case basis where justified by extenuating circumstances.

(b) **Citizenship.** The DOJ gives strong priority to contract employees that are U.S. citizens and nationals. Any prospective contract employee that is a foreign national must be from a country allied with the U.S. (See <http://www.opm.gov/employ/html/Citizen.htm>). At the Department's sole discretion, a waiver of the allied nations list requirement may be granted by the DSO on a case-by-case basis where justified by extenuating circumstances. The Contractor is responsible for verifying that all non-U.S. citizens working under this contract have been lawfully admitted to the U.S. Contract employees requiring access to DOJ Information Technology (IT) resources are subject to the following additional restriction:

Non-U.S. citizens are not authorized access to or permitted to assist in the development, operation, management or maintenance of DOJ IT systems unless a waiver has been granted by the Head of the DOJ component, with the concurrence of the DSO and the DOJ Chief Information Officer (CIO). Such a waiver will be granted only in exceptional and unique circumstances. It should be noted that the Justice Consolidated Office Network (JCON) is a sensitive "DOJ IT system" and any contract employee that will need access to JCON must be a U.S. citizen or have received a waiver.

(c) **Dual Citizenship.** U.S. citizens who hold dual citizenship with a foreign country may be considered for contract employment. However, how the contract employee obtained or exercises his or her dual citizenship status will be a consideration in the adjudication process.

H.17.1.2.4 Procedures for Pre-Screening Applicants and Investigation

(a) The Contractor shall perform the following pre-screening and investigation duties for all persons proposed for work under this contract:

(1) Furnish to each proposed contract employee the forms described in Section H.17.1.2.2 above and ensure that adequate instructions for completing the forms are provided to each applicant.

(2) Ensure that applicants obtain two (2) complete sets of their fingerprints on the prescribed Form FD-258 from an organization qualified to take fingerprints.

(3) Collect completed forms from each applicant and review all forms for completeness and correctness. This includes, for example, satisfactory resolution of address issues or discrepancies. Return any incomplete or incorrect form(s) to applicant(s) to be corrected and re-submitted.

(4) Submit completed forms to the COTR 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 COTR, 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 COTR, 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.17.1.2.2(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 COTR 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 COTR 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.17.1.2.5 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);

(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 COTR or his designee. The Contractor shall notify the COTR 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 COTR or his designee when a contract employee is dismissed, terminated or assigned to duties not within the scope of this contract.

H.17.1.2.6 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.17.1.2.4(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.17.2 Contractor Facility

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 or clearance granted by the DOJ.

(3) 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, COTR or COTR designee.

H.17.3 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 floppy disks, magnetic tapes, typewriter ribbons, CD-ROMs, DAT tapes, 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 (e.g., five times using software such as Norton Disk Wipe). 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/classified 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. Critical NSI or classified information must be backed up on storage media that are stored in a security container, preferably apart from the immediate work area.

H.17.4 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 COTR may require the data to be encrypted in compliance with Federal Information Processing Standard (FIPS) 46-2, Data Encryption Standard (DES) and "Security Level 1" of FIPS 140-1, 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, COTR or COTR designee.

H.18 Security of Systems and Data Including Personally Identifiable Data

H.18.1 Systems Security

(a) The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

(b) For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (*e.g.*, requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.

(c) The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

- (1) Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product.
- (2) The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date.
- (3) Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism.
- (4) The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department.
- (5) Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FIPS 140-2 approved product.
- (6) When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ.
- (7) Contracting firms shall keep an accurate inventory of devices used on DOJ contracts.
- (8) Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information.

(9) All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work.

H.18.2 Data Security

(a) By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph H.18.1, in the event of any actual or suspected breach of such data (*i.e.*, loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR).

(b) If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

H.18.3 Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department 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 the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

H.18.4 Pass-through of Security Requirements to Subcontractors

The requirements set forth in paragraphs H.18.1 through H.18.3 above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

H.19 Confidentiality of Data

(a) Duplication or disclosure of the data and other information to which the Contractor will have access as a result of this order is prohibited. The terms "Contractor" and "contract employee" in this clause include all entities and individuals that will perform under this order, including the Contractor, team member, subcontractor, consultant, and/or independent contractor. It is understood that throughout performance of this order, the Contractor will have access to confidential data which is either the sole property of the Department of Justice or is the sole property of other than the contracting parties. The Contractor agrees to maintain the confidentiality of all data to which access may be gained throughout performance of this order, whether title

thereto vests in the Department of Justice or otherwise. The Contractor agrees not to disclose or divulge any such information except to persons who:

- Have a DOJ security approval,
- Have signed the DOJ Non-Disclosure Agreement, and
- Have a need to know.

(b) The Contractor agrees to not disclose said data, any interpretations and/or translations thereof, or data derivative there from, to unauthorized parties in contravention of these provisions, without the prior written approval of the Contracting Officer or the party in which title thereto is wholly vested. The Contractor may be held responsible for any violations of confidentiality.

(c) The Contractor agrees that upon termination of the order, it has no property or possessory right to any of the correspondence, files or materials, of whatever kind and description, or any copies or duplicates of such, whether developed/prepared by him or furnished by the technical office in connection with the performance of this order; and that, upon demand, the Contractor will surrender immediately to the COTR such items, matters, materials, and copies.

(d) All contract employees who will have access to materials will be asked to sign a Confidentiality Agreement. It is the responsibility of the Contractor to assure that such Agreements have been signed before access to material is permitted.

H.20 Document Management

(a) Upon request, all working documents in either electronic or printed form shall be provided to the COTR at the time of task order completion or termination. After the completion or termination of the task order, the Contractor shall archive material relating to project management records such as accounting and billing reports, and time sheets. The Contractor may archive other project documents and materials, including the deliverables. However, these documents shall not be disclosed to other parties or be used for any other purpose without the written permission of the COTR.

(b) The Contractor shall be responsible for protecting all project documents (including archived documents and materials), either in electronic or printed form, consistent with the overall sensitivity of their respective content.

H.21 Organizational Conflicts of Interest

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

(b) The term "organizational conflict of interest" means a situation where a Contractor has 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 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.

(c) The Contractor agrees that, if after award he discovers an organizational conflict of interest with

respect to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government if it would be in the best interests of the Government.

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

H.22 Proprietary Rights

(a) Government Furnished Data and Materials. The DOJ 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 data or other materials furnished 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.

(b) Contractor Produced Data and Materials. All property rights, including publication rights, in the information and materials produced by the Contractor in connection with this contract shall vest in the Government. Information and materials shall include: progress reports, computer software applications/data bases, software documentation, plans, systems analyses, reports, extracts, test data and procedures.

H.23 Section 508 Accessibility

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 can be found at www.section508.gov. The Federal Electronic and Information Technology Accessibility Standards (36 CFR 1194) are incorporated into and made a part of this Task Order. These standards may be found at the Section 508 standards page within the website, above. The Contractor must comply with these standards in performing under this Task Order.

H.24 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 contractors 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.

PART II
SECTION I – CONTRACT CLAUSES

I.1 Clauses Incorporated by Reference (FAR 52.252-2) (FEB 1998)

This contract incorporates the following clauses from the Federal Acquisition Regulation (48 CFR Chapter 1) by reference with the same force and effect as if they were given in full text. The full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far/>

| Clause Number | Title |
|---------------|--|
| 52.202-1 | Definitions (JUL 2004) |
| 52.203-3 | Gratuities (APR 1984) |
| 52.203-5 | Covenant Against Contingent Fees (APR 1984) |
| 52.203-6 | Restrictions on Subcontractor Sales to the Government (JUL 1995) |
| 52.203-7 | Anti-Kickback Procedures (JUL 1995) |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997) |
| 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997) |
| 52.203-12 | Limitations on Payments to Influence Certain Federal Transactions (JUN 2003) |
| 52.204-4 | Printed or Copied Double-Sided on Recycled Paper (AUG 2000) |
| 52.204-7 | Central Contractor Registration (OCT 2003) |
| 52.209-6 | Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment (JAN 2005) |
| 52.215-2 | Audit and Records–Negotiation (JUN 1999) |
| 52.215-8 | Order of Precedence – Uniform Contract Format (OCT 1997) |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data-Modifications (OCT 1997) |
| 52.215-14 | Integrity of Unit Prices (OCT 1997) |
| 52.215-21 | Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (OCT 1997) |
| 52.219-8 | Utilization of Small Business Concerns (MAY 2004) |
| 52.219-9 | Small Disadvantaged Business Subcontracting Plan (JAN 2002) Alternate II (OCT 2001) |
| 52.219-16 | Liquidated Damages--Small Business Subcontracting Plan (JAN 1999) |
| 52.219-25 | Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999) |
| 52.222-3 | Convict Labor (JUN 2003) |
| 52.222-19 | Child Labor - Cooperation with Authorities and Remedies (JUN 2004) |

| Clause Number | Title |
|---------------|---|
| 52.222-21 | Prohibition of Segregated Facilities (FEB 1999) |
| 52.222-26 | Equal Opportunity (APR 2002) |
| 52.222-35 | Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (DEC 2001) |
| 52.222-36 | Affirmative Action for Workers with Disabilities (JUN 1998) |
| 52.222-37 | Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (JAN 1999) |
| 52.222-38 | Compliance with Veteran's Reporting Requirements (DEC 2001) |
| 52.223-6 | Drug-Free Workplace (MAY 2001) |
| 52.223-14 | Toxic Chemical Release (AUG 2003) |
| 52.225-13 | Restrictions on Certain Foreign Purchases (DEC 2003) |
| 52.227-1 | Authorization and Consent (JUL 1995) |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996) |
| 52.229-3 | Federal, State, and Local Taxes (APR 2003) |
| 52.229-6 | Taxes - Foreign Fixed-Price Contracts (JUN 2003) |
| 52.229-8 | Taxes - Foreign Cost-Reimbursement Contracts (MAR 1990) |
| 52.232-1 | Payments (APR 1984) Note: Applies to orders issued on a firm-fixed price basis. |
| 52.232-7 | Payments Under Time-and-Materials and Labor-Hour Contracts (DEC 2002) Note: Applies to orders issued on a Time & Material or Labor Hour basis. |
| 52.232-8 | Discounts for Prompt Payment (MAY 1997) |
| 52.232-11 | Extras (APR 1984) |
| 52.232-17 | Interest (JUN 1996) |
| 52.232-23 | Assignment of Claims (JAN 1986) |
| 52.232-25 | Prompt Payment (OCT 2003) |
| 52.232-33 | Payment by Electronic Funds Transfer – Central Contractor Registration (FAR 52.232-33) (OCT 2003) |
| 52.233-1 | Disputes (JUL 2002) |
| 52.233-3 | Protest After Award (AUG 1996) |
| 52.242-13 | Bankruptcy (JUL 1995) |
| 52.243-1 | Changes – Fixed-Price (AUG 1987) (ALT I) |
| 52.243-3 | Changes – Time-and-Materials or Labor-Hours (SEP 2000) |
| 52.244-2 | Subcontracts (AUG 1998) |

| Clause Number | Title |
|----------------------|---|
| 52.245-5 | Government-Furnished Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) (MAY 2004) |
| 52.248-1 | Value Engineering (FEB 2000) |
| 52.249-2 | Termination for Convenience of the Government (Fixed Price) (MAY 2004) |
| 52.249-6 | Termination (Cost-Reimbursement) (Basic and Alternate IV) (MAY 2004) |
| 52.249-8 | Default (Fixed-Price Supply and Service) (APR 1984) |
| 52.249-14 | Excusable Delays (APR 1984) |

PART III

SECTION J – LIST OF ATTACHMENTS

- Attachment (1) Pricing Tables**
- Attachment (2) Labor CLIN Descriptions/Qualifications**
- Attachment (3) Contractor Confidentiality Agreement**
- Attachment (4) Subcontracting Plan**

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 Annual Representations and Certifications (FAR 52.204-8) (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611, Administrative Management and General Management Consulting Services.

(2) The small business size standard is \$6.5 million.

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause No. | Clause Title | Date of Clause | Change |
|----------------|--------------|----------------|--------|
| | | | |
| | | | |

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

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

The Government contemplates award of one Indefinite Delivery/Indefinite Quantity (IDIQ) type contract resulting from this solicitation.

L.2 Inquiries Concerning the RFP

(a) Any questions concerning the RFP must be directed, via e-mail, to Mr. R. Steven Frate, no later than **August 04, 2010**, at the following address:

r.frate@usdoj.gov

(b) The Government will post all industry questions and Government responses, as well as any amendments to this RFP, on GSA's Federal Business Opportunities (FBO) web site. The Government will post industry questions and Government comments received after this date on a best-effort basis.

Offerors are cautioned against directing any questions concerning this RFP to anyone other than the Contracting Officer.

L.3 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.

Volume I - Business Proposal (Original plus 1 copy)

Volume II - Technical Proposal (Original plus 3 copies)

(b) The Offeror shall provide one (1) electronic copy of the Business proposal and three (3) electronic copies of the Technical proposal on CD-ROM. Separate CD-ROMs should be provided for the Business and Technical proposals. Corel or Microsoft Word and Excel formats are required. Bound or pre-printed materials such as company annual reports submitted with the Business Volume, need not be submitted in electronic format. 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. This updated electronic proposal shall also be submitted on CD-ROM using the same software as the initial electronic proposal.

(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) Each volume including all supporting documentation shall be submitted in standard three ring

loose leaf binders (3" maximum). Paper size shall be 8.5" by 11.0" Fold-outs shall be limited to 11" x 17" and shall count as two pages. All pages shall have appropriate left margins and three punched holes. Type (font) size must be no less than 10 point except for labels and headings (used with graphics, tables and figures) which may be smaller. Bound documents over ½" thick (annual reports, etc.) may be labeled and submitted separate from the 3-ring binder; documents over 1 " must be separate.

(e) To be considered compliant and eligible for award, the proposal shall, at a minimum, include the information identified in Sections L.3.1 and L.3.2, and comply with the cited page limitations included in the following table. Page limits will be treated as maximums. If the limit is exceeded, the excess pages will not be read or considered in the evaluation of the proposal. When both sides of a sheet display printed material, it must be counted as two pages. Brochures, pamphlets, and any other attachments (with the exception of resumes) are included in the page limitations.

Proposal Sections Subject to Specific Page Limitations

| Proposal Volume/Section | Page Limit |
|---|-----------------------------|
| Volume 1, Entire Business Proposal | None |
| Volume 2, Executive Summary | 4 |
| Volume 2, Management [Resumes limited to two (2) pages per resume] | 50 not including resumes |
| Volume 2, Past Performance References | 2 pages per reference |
| Volume 2, Corporate Experience | 20 |
| Volume 2, Staffing Plan | 20 |
| Volume 2, Transition Plan | 10 |

L.3.1 Volume I - Business Proposal

L.3.1.1 Terms and Conditions

This volume of the proposal shall address the terms and conditions of the solicitation document and include the offerors price proposal in the format delineated below:

(1) Section A - Cover Sheet: Blocks 13, 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. Insert your DUNS number in the block with your name and address with the annotation "DUNS" followed by the DUNS number that identifies your name and address exactly as stated in the offer.

(2) Sections B, D, E, F, G, H, and I: By incorporating the terms and conditions set forth in Sections B, D, E, F, G, H, and I 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 of acknowledgment and compliance with these requirements.***

“ _____ [Name of offeror] hereby incorporates by reference into this proposal dated _____ [Date of Offer] Sections B, D, E, F, G, H, and I of Solicitation No. DJJI-10-RFP-0666, 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 & Date Signed

Name & Title

Any proposal received without the above Certification will be considered non-compliant.

(3) Section B.3. The Offeror shall complete the table included in Section B.3.1(c) of this solicitation. The premium(s) included in the table shall be shown as a percentage to be applied to the fully loaded fixed rate of the individual labor category and shall be entered in the table using two decimal places. In addition to completing the aforementioned table in Section B.3.1, the Offeror shall clearly define each rate premium, indicate to which labor categories the premium(s) applies, and how the premium(s) will be applied.

(4) Section G.4: The offeror shall complete the fill-in information required of Section G.4.

(5) 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.

L.3.1.2 Subcontracting

(a) Small Business Subcontracting Plan. An offeror that is a large business concern shall prepare and submit an individual small business subcontracting plan for this contract. This subcontracting plan shall comply with the requirements of FAR Part 19.7 and meet or exceed the small business participation goals set forth in the table below. The offeror shall provide details, percentages, performance incentives, and evidence of corporate commitment for each business category addressed. The goals listed below represent the dollar percentage of subcontract dollars. In addition, the offeror shall provide the anticipated dollar amount for each of the small business categories. The dollar amount provided will be compared to total contract dollars to determine a percentage of total contract dollars for each of the categories. Attachment (4) provides a sample format for a subcontracting plan.

| <i>Small Business Category</i> | <i>Small Business Participation Goal</i> |
|---|--|
| Small | 40.0% |
| Small Disadvantaged Business | 5.0% |
| Women-Owned | 5.0% |
| HUBZone | 3.0% |
| Service Disabled Veteran-Owned Small Business | 3.0% |

Note: Orders placed by both the prime contractor and all first-tier subcontractors will count towards achieving the goals set forth above.

(b) First-Tier Subcontractors. The offeror shall identify the name, address, telephone number, 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). A contract 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 provisions of the Equal Opportunity Clause of this solicitation.

L.3.1.3 Business/Pricing Questionnaire

The offeror shall identify any assumptions used to prepare its proposal and provide the following information:

- (1) If the offeror is a division or subsidiary corporation, provide the name and address of the parent company, indicate whether functions such as purchasing, finance, planning, etc., are located at other than the address stated on the letterhead of the proposal.
- (2) Furnish your most current certified balance sheet, income, and profit and loss statement.
- (3) Does your proposal include any discount other than a prompt payment discount?
- (4) Are the proposed unit prices contingent on realizing any minimum ordering level or volume (beyond the minimum contract guarantee) for any given contract period?

L.3.1.4 Pricing Tables

(a) The offeror shall complete the Unit Price Tables shown in Attachment (1). These tables contain unit prices for every labor category and fixed multipliers for every category of ODC for which the offeror is bidding. The offeror shall include unit prices for the base year and all option periods.

(b) All prices shall:

- (1) Comply with the requirements of Section B;
- (2) Reflect any discounts offered (excluding prompt payment discounts);
- (3) Be applicable for the entire contract period indicated; and
- (4) Be limited to two (2) decimal places for fixed CLIN rates and four (4) decimal places for multipliers.

(c) The offeror is responsible for inserting the item descriptions (labor categories), unit prices (daily/monthly/annual rates), and estimated quantities for each proposed labor CLIN. Proposed labor categories should be based on the offeror's labor classification system. If the number of rows included in any CLIN series is not sufficient to accommodate all proposed CLINs in that series, the offeror shall insert additional rows and number the additional CLINs sequentially. The Annual Quantity/ODCs shown for each CLIN series is based on the Department's estimate of the level of effort/ODCs that may be ordered under the

proposed contract. There is no guarantee that these estimates will reflect actual level of effort/ODCs ordered during the term of the proposed contract.

(e) CLIN Rates. The unit price for each labor category CLIN shall be fully burdened to include all costs (salary/wages, fringe benefits, overhead, general and administrative, etc.) and profit. All CLIN rates must be entered in the tables using two decimal places.

(f) Multipliers. The multipliers are factors, expressed as percentages, applied against the actual cost of an ODC item to cover administrative handling expenses for task orders that include ODCs. Any ODC item, and resulting multiplier, must be included in the offeror's proposal, or it will not be considered an allowable charge that is billable under the contract. All multipliers must be entered in the tables using four (4) decimal places.

(g) It is the Government's intent to create a contract vehicle where all labor costs, inclusive of subcontractor costs, are represented in specific fixed labor rate categories. The offeror shall identify any proposed labor category that will be performed by a subcontractor. Fixed rates for each labor category included in Attachment (1) shall apply to both the prime contractor and any subcontractors. Below is a list of typical labor categories historically utilized under the current ICITAP contract. This list is provided as a historical basis for prospective offerors and does not predict future contractual requirements; nor does it instruct potential offerors the staffing mix that the Government requires. The offeror is solely responsible for determining and proposing a comprehensive list of labor categories it believes it needs to satisfactorily perform the requirements of the Statement of Work.

- (1) Program Manager - The Program Manager is a Contractor employee responsible for overall management, coordination, and monitoring of all work ordered and performed under this contract.
- (2) Operations Manager - The Operations Manager is a Contractor employee located in the U.S. accountable for day-to-day programmatic and administrative tasks. The Ops Manager oversees the following positions: Recruiter, Financial Analyst, Security Manager, Human Resources Specialist, Procurement/Logistics Manager, Procurement Specialist, Regional Administrator, Forensics Analyst, Senior Finance Manager, and Recruiting Manager.
- (3) Administrative/Logistics Advisor - The Administrative/Logistics Advisor is a Contractor employee located in a particular country who has delegated responsibility from the Program Manager to assist in the overall coordination and monitoring of all work ordered and performed in a designated country or region under this contract.
- (4) Law Enforcement Advisor - The Law Enforcement Advisor is a Contractor employee located in a particular country, who carries out the assigned tasks to support ICITAP law enforcement assistance efforts in a designated country or region under this contract.
- (5) Corrections Advisor - The Corrections Advisor is a Contractor employee located in a particular country, who carries out the assigned tasks to support ICITAP corrections assistance efforts in a designated country or region under this contract.

- (6) Forensics Advisor - The Forensics Advisor is a Contractor employee located in a particular country, who carries out the assigned tasks to support ICITAP forensics assistance efforts in a designated country or region under this contract.
- (7) Foreign Local Labor – Foreign Local Labor representatives are host-country nationals contracted to assist the advisors carry out the tasks and duties assigned, to include, but not limited to: program assistants, language assistants, drivers, etc.

L.3.1.5 Price Support Information (Information Other Than Cost or Pricing Data)

(a) The Government is not requesting certified cost and pricing data and a complete cost breakdown to support the award of the basic contract. However, in order to determine price reasonableness/realism, and in order to administer the contract, the Government requires that the Offeror provide, in a format(s) of its own design, supporting data for each hourly rate CLIN. Supporting data must show direct labor, fringe benefits, indirect costs, profit, escalation factors in each of the option periods of the contract, and/or other factors used to determine the fully burdened labor rate for each CLIN.

(b) Supporting data must include, or be accompanied by the following information:

- (1) Describe how the direct labor amounts are computed, e.g., current actual hourly rates, projected rates, weighted average rates (including/excluding subcontractor personnel), recognized regional/national compensation surveys, etc.
- (2) Identify the standard divisor(s) used to compute all fixed rates from annual salary amounts.
- (3) Identify the escalation rate used to price each option period for all CLINs. Describe how all labor rate escalation is computed, e.g., cost of living allowance, merit increases, etc.
- (4) For all CLINs that contain subcontracted effort, explain how the unit prices and compensation data reflect the subcontracted portion of the effort and whether the subcontractor(s) will submit compensation data (and this pricing questionnaire) directly to the Contracting Officer.

L.3.2 Volume II - Technical Proposal

(a) This volume of the proposal shall address the technical requirements of the solicitation document. The Department will use the information provided with this volume to identify distinctions in the quality of offered services and the capability of the firms proposed to perform the work. This Volume shall contain a table of contents for all material contained within it and be presented in the format outlined below.

(b) For those sections of the technical proposal that require the offeror to submit resumes, which includes Key Personnel, the following applies:

- (1) All resumes must include a description of position duties and mandatory qualifications, as well as information about the qualifications of the individuals proposed relative to the position requirements, where applicable.

- (2) If any of the individuals proposed are not presently employees of the Offering organization, their resumes must be accompanied by a signed letter of commitment to join the Offeror's organization in the event of Contract award to the Offeror.

(3) For positions identified as "key personnel" in the solicitation, submission of these resumes is considered a commitment on the part of the Offeror that, should the Offeror be awarded a contract, those specific individuals will be assigned to perform it.

L.3.2.1 Executive Summary

Provide a concise narrative summary of your technical proposal highlighting any key or unique features. Explicitly state whether the offeror qualifies as a small disadvantaged business concern or HUBZone under this procurement (see Section K) and, if yes, whether it is waiving the price evaluation adjustment (see Section M). In addition, if teaming or subcontracting will be used to perform the contract, identify all team members, business size, and the role each will play. Any summary material presented in the Executive Summary will not be considered to have met the requirements for any portions of other volumes/sections of the proposal.

L.3.2.2 Management

A contract of this magnitude poses many management challenges such as multiple work sites around the world and the political, social, and physical uncertainties at these sites, urgent requirements that must be performed in very short time frames, uncertainties regarding the required services, etc. The proposed management structure must demonstrate not only an understanding of this environment, but how the offeror will ensure efficient and effective contract performance. The Management section of the proposal shall include/address the following:

- (1) The proposed management structure and processes and how they will benefit the ICITAP program. Provide an organizational chart for the contract with a brief discussion of all lines of authority. Provide the location of the Program Management Office (PMO), specific staffing for the PMO, specific responsibilities of the PMO, and of those staffing the PMO, etc.
- (2) A resume for the proposed Program Manager and any other proposed key personnel. Each resume must include a description of position duties and qualifications, as well as information about the qualifications of the individual proposed. If the individual proposed is not presently an employee of the Offering organization, the resume must be accompanied by a signed letter of commitment to join the offeror's organization in the event of Contract award to the offeror. As these individuals will be "key personnel" under the proposed contract, submission of these resumes is considered a commitment on the part of the offeror that, should the offeror be awarded the contract, the proposed individuals will be assigned to perform it.
- (3) How the offeror will ensure that all staff have the proper skill level to perform their work, including: training policies to assure that all personnel are qualified at the time of their placement; personnel briefings to ensure that contractor personnel are fully aware of local and/or national laws, regulations, and customs of locations to which they might be assigned around the world; and orientation training to the ICITAP program.

- (4) How the offeror will manage simultaneous work assignments performed under multiple task orders at multiple locations worldwide where staffing levels, work load and priorities may change at any time. How the offeror will deal with emergency or priority situations that significantly impact program activity and resources.
- (5) How the offeror will expeditiously move resources from one region of the world to another on short notice.
- (6) The offeror's tracking system for all shipped items; this system must include real-time data that shall be made available to the Government upon request
- (7) How the offeror will provide required equipment, supplies, and services in a cost-effective manner.
- (8) How the offeror will ensure the delivery of high quality technical equipment and services at all field locations throughout the term of the contract. The offeror shall include a Quality Control Plan which addresses: how performance deficiencies will be identified and corrected; procedures for ensuring that all work products adhere to regulatory requirements, accounting standards and policies; systems for determining initial inspections; and retention of quality control records and how these records will be made available to the Government for review.
- (9) Countries around the world in which the offeror is presently registered to conduct business under local laws and regulations. Offeror's plan for registering in other locations required by ICITAP's mission, including potentially hostile areas.
- (10) How the offeror will transition the work in an efficient and effective manner from the current contractor/contract to the proposed follow-on contract. The offeror should assume that the contract will be awarded on March 01, 2011, with the transition/start-up period to be completed - and full performance to commence - on or before May 01, 2011. The offeror shall provide a detailed schedule and describe how it will ensure that all staff have been cleared, are fully trained and prepared to assume all contract duties at the close of the transition period. The offeror shall identify all estimated costs that will be directly billable to the Government during the phase-in period (i.e., prior to 05/01/2011).
- (11) How the offeror will measure the effectiveness of its performance and how that will be reported to the Government.
- (12) Systems and controls to be utilized to meet the Government's reporting and procurement requirements.
- (13) How communications and coordination with DOJ representatives (the COTR, ACOTR, and ACO) will be maintained throughout the contract including problem resolution procedures.

L.3.2.3 Corporate Experience

The Department is interested in the extent and relevance of the offeror's experience in performing work similar to that required under this RFP. At a minimum, this section shall describe the offeror's recent

experience under other contracts with the Federal government for similar or relevant support services.

L.3.2.4 Past Performance References

(a) Provide five (5) references for commensurate projects that are in progress or were completed within the past three years. References may be from commercial and federal/state government contracts; however, similar support services performed for Federal government customers will be considered more relevant than those done for commercial or state government customers. The following information is required for each reference:

- (1) Customer name and address.
- (2) Point of contact (name, title, telephone number, and fax number) for contractual/administrative matters (e.g., the Contracting Officer) and technical performance (e.g., the Contracting Officer's Technical Representative).
- (3) Contract number.
- (4) Total dollar value of the contract. If performed as part of a team, provide the dollar value of your firm's contribution.
- (5) Pricing arrangement (firm fixed-price, labor-hour, etc.)
- (6) Period of contract performance.
- (7) Description of work performed.
- (8) Identification of the major teaming partners, subcontractors, or prime contractor and the role played by each.

(b) If any portion of the work will be subcontracted or performed by a team member, provide five (5) references for the subcontractor/team member as described above.

L.3.2.5 Staffing

This section of the proposal shall discuss how the contract will be staffed (discuss all proposed positions) to ensure satisfactory field support (clearly indicate proposed personnel internal and external to the Offeror's/team's organization(s)), including methods for recruitment of qualified personnel who are suitable for quick clearance approval and subsequent assignment on short notice at sites worldwide and methods for retaining an adequate pool of said qualified personnel. Provide a Technical Advisory Repository as described in Section C.3.1.1(c)(2). Discuss your strategy for ensuring minimum personnel turnover over the life of the contract.

L.4 Proposal Preparation Costs

This request for proposals 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.5 Submission of Offers

The Government will not accept facsimile submissions of offers for this procurement. It is important that the outer envelope or wrapping of your offer be addressed as follows: (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.)

Offeror's Return Address

U.S. Department of Justice
Procurement Services Staff
145 N Street, NE, Suite 8E-115
Washington, DC 20530
Attn: R. Steven Frate
Solicitation No: DJJI-10-RFP-0666
Closing Date: August 31, 2010

Note: The Department of Justice is continuing to experience severe disruptions in delivery of mail to its facilities. For this reason, only courier or overnight mail is acceptable.

L.6 Protests Filed Directly with the Department of Justice (JAR 2852.233-70) (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 benefited 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 of 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) business 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 protestor 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) business 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.

L.7 Service of Protest (FAR 52.233-2) (SEP 2006)

- (a) Protests, as defined in Section 31.101 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 the receipt from the Department of Justice, Director, Procurement Services Staff, 1331 Pennsylvania Ave., N.W., Room 1000, Washington, D.C. 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.

L.8 Solicitation Provisions Incorporated by Reference

This solicitation incorporates one or more 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

full text of a provision may also be accessed electronically at the following address:

<http://www.acqnet.gov/far/>

| Provision Number | Title |
|-------------------------|--|
| 52.215-1 | Instructions to Offerors–Competitive Acquisition (JAN 2004) |
| 52.222-24 | Pre-Award On-Site Equal Opportunity Compliance Review (Feb 1999) |

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 Selection and Award Criteria

M.1.1 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 acceptable in accordance with the evaluation factors set forth in Section M.2;
- (2) The offeror's proposed unit prices are determined to be reasonable and realistic in accordance with Section M.3;
- (3) The offeror's proposal complies with the requirements of law, regulation and conditions set forth in the solicitation; 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 technical and price proposals must demonstrate a clear understanding of the nature and scope of the services required. Failure to provide a realistic, reasonable and complete technical and price proposal may reflect a lack of understanding of the contract requirements and may result in a determination that the offer is unacceptable.

M.1.2 Award Criteria

(a) The Government will evaluate proposals on the basis of two factors: technical merit and price. Technical merit is comprised of the technical evaluation factors listed in Section M.2.1. The Government's assessment of technical merit will be based on information provided with the offeror's proposal as may be augmented by information gathered from checking the past performance references and discussions (if held). If a team is proposed for the work, the team will be evaluated as a whole. The Government will compute each offeror's total evaluated price and assess the reasonableness and realism of the unit prices and the total evaluated price for performing all services.

(b) The Government contemplates award of a single fixed unit price IDIQ type contract. In deciding which offeror represents the best overall value, the Government will consider technical merit to be significantly more important than the proposed price. The best value selection decisions will be made as described below:

(1) The total evaluated price will be the determining factor for award where competing proposals are considered substantially equal from a technical merit standpoint.

(2) If the Government determines that there are significant differences in technical merit among competing proposals, then a more expensive proposal may be selected for award where the Government determines that the value of the selected proposal is worth the price

differential.

M.1.3 Evaluation Process

(a) The Government will evaluate each proposal to determine which offer represents the best overall value to the Government, price and other factors considered. Other factors include the various technical evaluation factors described in this Section.

(b) Discussions and Proposal Revisions. While reserving the right to award a contract without conducting discussions, the Government anticipates that discussions will be conducted during this procurement with all offerors determined to be within the competitive range (see FAR 15.306). 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. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

M.2 Technical Evaluation

(a) The relative importance of the technical evaluation factors described in paragraph M.2.1 is shown in the below table. A numerical scoring system will be used as a guide to provide a consistent means for ranking all technical proposals. The relative importance of each factor is converted to a numerical weight consistent with its relative importance.

Numerical Scoring System

| Technical Evaluation Factor | Weight | Maximum Rating | Maximum Point Score |
|------------------------------------|---------------|-----------------------|----------------------------|
| Management | 9 | 5.0 | 45 |
| Corporate Experience | 4 | 5.0 | 20 |
| Past Performance | 4 | 5.0 | 20 |
| Staffing Plan | 3 | 5.0 | 15 |
| TOTAL POSSIBLE SCORE | | | 100 |

(b) Mere restatement of the requirements or assertions that the proposal is compliant with the RFP without containing an appropriate description of the offeror's capabilities will be grounds for the Government to assign a very low rating for those evaluation factors and determine that the offer is unacceptable. Generally speaking, generic information will be rated lower than information well tailored to DOJ's requirements.

M.2.1 Technical Evaluation Factors

- (1) **Management**. The Government will assess each offeror's understanding of the proposed contract and ability to manage the contract in an efficient and effective manner. The Government will assess each offeror's demonstrated ability to expeditiously move organizational resources from one region of the world to another. The Government will

assess each offeror's demonstrated ability to operate in all ICITAP mission locations, including hostile areas.

The Government will assess each offeror's ability to transition the work in an efficient and effective manner from the current contractor/contract to the proposed follow-on contract. In making this evaluation, the Department will consider, among other things, the plan's thoroughness, logical organization, and schedule.

- (2) **Corporate Experience.** The Government will assess the extent and relevance of each offeror's work history to determine whether the offeror has had the experience in effectively performing the services specified in this RFP. The Government's assessment will include, but not be limited to, each offeror's demonstrated experience in providing training and each offeror's demonstrated experience in logistics, especially with respect to translation services (interpreters and equipment), local in-country transportation, and domestic and international travel and accommodations. The Government will not attribute to an offeror the individual experience of the offeror's current or prospective employees. The Government will give added preference for experience under similar contracts with the Federal Government for services provided worldwide. If a team is proposed, added preference will be given where the team has experience working together, particularly under similar contracts with the Federal Government for services provided worldwide.
- (3) **Past Performance.** Past Performance is a measure of the degree to which the offeror, as an organization, has satisfied its customers. The Government will check, to the extent it deems necessary, each offeror's client references to inquire about: the quality and timeliness of the offeror's work; ability to stay within budget; reasonableness of its business behavior; and technical and management capabilities. The Government may expand the evaluation to include references not contained in the offeror's submission. The actual number of references checked is entirely at the Government's discretion.
- (4) **Staffing.** The Government will assess each offeror's ability to recruit and place highly qualified personnel staff on short notice at sites worldwide and to retain an adequate pool of said qualified personnel. The Government will review each offeror's Technical Advisor Repository.

M.3 Pricing Evaluation

(a) To be considered for award, the offeror must submit prices which comply with the requirements of Sections B and L.3.1. Offerors that fail to comply with all of these requirements will receive no further consideration and may be eliminated from this evaluation.

(b) For price evaluation purposes, the Government will verify the accuracy of the data contained in the offeror's pricing tables (Attachment (1), "Pricing Table"). There is no guarantee that actual quantities ordered during the term of the contract will be the same as that in the table.

(c) The Government will assess the extent to which the offeror meets or exceeds the subcontracting goals delineated in Section L.3.1.2(a). The Government will also determine the realism of the Offeror's proposed approach to achieving the subcontracting goals it proposes.

(d) FAR clause 52.219-4 entitled "Notice of Price Evaluation Preference for HUBZone Small

Business Concerns” (incorporated by reference in section I.1) is applicable to the evaluation of all price proposals. Pursuant to paragraph (b)(1) of 52.219-4, an amount equal to 10% of the total cost of an offeror’s price proposal will be added to the offeror’s total evaluated price except for (1) offers from HUBZone small business concerns that have not waived the evaluation preference, or (2) otherwise successful offers from small business concerns.

Note: In order to claim the adjustment at least 50% of the cost of personnel for contract performance must be spent for employees of the offeror or employees of other HUBZone small business concerns as required by FAR clause 52.219-4(d)(1).

(e) The Government will evaluate the reasonableness of each offeror's proposed unit prices by comparing them to each other and (where available and necessary) other contracts for similar items. Prices which represent a probable loss position for the offeror may be judged unrealistic. Prices which are extreme or excessive may be judged unreasonable. The Government will also consider any transition (phase-in) costs identified in the offeror’s proposal.

(f) The number and type of labor categories proposed for any given Table B-2 CLIN series may skew the average unit price calculation. The Government may adjust the average unit price calculation for any CLIN Series it believes is skewed by weighting each CLIN to better reflect the probable cost to the Government.

(g) The Government may reject an offer as being unacceptable if it is materially unbalanced as to prices for individual CLINs within the same contract period and prices for the base period and the option periods.

M.4 Evaluation of Option Periods

For award purposes, in addition to an offeror's response to the base period requirements, the Government will evaluate the offeror's technical and price response to all contract option periods. Evaluation of option periods will not obligate the Government to exercise the options.