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## PART I – THE SCHEDULE

### **SECTION A – SOLICITATION / CONTRACT FORM (SF 33 - cont'd)**

#### **A.1 Contract Type**

(a) ITSS-4 is a Multiple Agency Contract (MAC) Program under which DOJ intends to award approximately fifteen (15) prime contracts, each of which will be a Indefinite Delivery / Indefinite Quantity (IDIQ) type contract awarded with a schedule of fixed unit price Labor Hour rates and Other Direct Cost (ODC) line item categories, with reasonable handling charge factors. Task orders shall be awarded on a fixed-price, labor hour, or time and materials basis as appropriate. As a general policy, all ITSS-4 contractors will compete independently for task awards pursuant to the provisions set forth in Section H herein. At the time of award, each ITSS-4 contract will obligate a guaranteed minimum amount of U.S. dollars (\$), as set forth in Section B.2, which will satisfy the Government's minimum obligation for the life of the contract.

(b) Reserved.

#### **A.2 Items of Documentation Incorporated by Reference**

The contract(s) resulting from this solicitation will incorporate by reference the following items of documentation:

(a) The successful offeror(s) fully executed (completed and signed) Representations & Certifications (Section K of this RFP);

(b) The successful offeror(s) technical proposal dated May 10, 2010, minus any resumes, past performance data, and past experience profiles submitted; and

(c) Information from the business/pricing proposal dated May 10, 2010 deemed necessary by the Contracting Officer to effectively administer the ITSS-4 contract.

#### **A.3 Business Size Classification**

(a) NAICS Code and Size Standard. The NAICS code assigned to this procurement is 541512 - Computer Systems Design Services. The corresponding small business size standard is \$25.0 million in average annual receipts over the past three years.

**SECTION B – SUPPLIES OR SERVICES AND PRICES OR COSTS**

**B.1 General**

(a) The Contractor shall provide, in accordance with the requirements specified herein, all labor, management, supervision, and other resources necessary to furnish Information Technology Support Services 4 (ITSS-4) support services to the Department of Justice (DOJ) and other Federal agencies. All ITSS-4 requirements will be fulfilled on an Indefinite Delivery/ Indefinite Quantity (IDIQ) task order basis for all support services. This contract does not qualify as a Government Wide Agency Contract (GWAC). Therefore, non-DOJ agencies must make an affirmative determination in accordance with the Economy Act *prior* to utilization of this contract.

(b) The principal purpose of this contract is to provide non-personal, labor hour services which cover a wide range of Information Technology (IT) related tasks and processes as described in Section C herein. DOJ considers this the *principal purpose* of this contract to be for the furnishing of hourly based services through the use of employees exempted from the Service Contract Act (SCA). Therefore, ALL labor categories and hours published herein are considered exempt from SCA, unless otherwise explained by the offeror in its proposal and accepted by the Government at the time of award. This contract also allows for, as a secondary purpose, the acquisition, delivery, installation, warranty, maintenance, or upgrade of IT hardware, IT software, IT communications technology, or other equipment & supplies which are integral to a specific task effort, provided by the Contractor, or provided by a third party or vendor under the ODC line items.

(c) During contract performance DOJ intends to continuously monitor the relative value of the labor hour based IT support services compared to the combined value of the IT hardware, IT software, IT communications technology, and other equipment acquired and reserves the right to limit the acquisition of these items going forward.

(d) The ITSS-4 projected contract term for placing orders will cover a seven year period as shown below:

<b>Period</b>	<b>Beginning</b>	<b>End</b>
Base Year (BY)	Date of Contract Award	09/30/2011
Option Year 1 (OY1)	10/01/2011	09/30/2012
Option Year 2 (OY2)	10/01/2012	09/30/2013
Option Year 3 (OY3)	10/01/2013	09/30/2014
Option Year 4 (OY4)	10/01/2014	09/30/2015
Option Year 5 (OY5)	10/01/2015	09/30/2016
Option Year 6 (OY6)	10/01/2016	09/30/2017

(e) The actual start date for the Base Year (BY) and the end date for Option Year 6 (OY6) will

be inserted at contract award. See Section F.1 for complete contract term and option information.

(f) The contract ordering period may be extended beyond Option Year 6 (OY6) for a period not to exceed six months under the Option to Extend Services provision, Section F.1.2 of this contract. The fixed unit prices for this extended period, if exercised by the Government, shall be those as set forth for OY6 in Attachment 1 herein. The Contractor has considered this fact in making its pricing proposal for OY6.

(g) The performance of all work under this contract shall be initiated by the issuance of task orders, also known as "Work Plan Requests" as discussed in C.4.2, by the Contracting Officer as discussed in Sections C.4.2 and H.1. Task orders may be issued on a firm fixed-price, labor-hour, or time-and-materials basis, or any combination thereof.

(h) Performance of task work may extend beyond the contract expiration date(s) specified above for a period not to exceed one hundred and eighty three (183) calendar days (i.e. six months) from the expiration date of the contract. Orders may be placed up to and including the last day of the contract. See Section H.1.1 for the complete clause.

## **B.2 Minimum and Maximum Amounts**

(a) The Department will order a minimum amount of **\$50,000** for every contract awarded. The Department will order services or supplies within the contract period of performance (to include option years if applicable) sufficient to satisfy the minimum guaranteed amount for each ITSS-4 contract awarded. Should the Government decide not to exercise an option year and the guaranteed minimum amount has not been satisfied, the minimum amount will be ordered in the last year of performance. If the guaranteed minimum amount has been paid to the contractor, the exercise of options does not re-establish the contract minimum. The specific Contract Line Item Numbers (CLINs) and quantities will be identified in one or more task order(s) issued under this contract.

(b) There are no specific maximum quantities/amounts for each individual CLIN, task order, contract period, or contract. The Department may order items in any quantity up to the maximum aggregate amount limit for all task orders. The maximum aggregate amount of all task orders issued under all the ITSS-4 contracts shall not exceed **\$1,100,000,000** for the entire term of the contracts, including all options which may be exercised.

## **B.3 Pricing Tables**

*See Attachment 1 for all Section B Tables.*

(a) **Table B-1, Labor Hour CLINs and Estimated Quantities Matrix.** This Table provides the DOJ's estimated annual hours quantity for each of the forty-three (43) DOJ labor category Contract Line Item Numbers (CLINs) specified in Section C and described in Attachment 2, Labor Category Descriptions. Further, Table B-1 provides the estimated hours distribution within each DOJ labor category CLIN between the Basic Level (B), Senior Level (S), Principal Level (P), and Subject Matter Expert Level (SME) within each labor category CLIN as applicable. See Attachment 2 to the RFP/Contract for the description of each level. Table B-1 does not require Offeror/Contractor completion of any kind and is not to be altered by the Offeror/Contractor in any way. The split of total

estimated hours per labor category is for evaluation purposes only and may differ during actual performance of the contract. THIS IS A PASSWORD PROTECTED SHEET.

(b) **Table B-2, the Unit Price Tables (2 each)**. There are two Unit Price Tables associated with Table B-2 which require Offeror/Contractor completion: 1) Unit Price Table B-2.1 provides cells for the Offeror to “bid” its fixed hourly rates for work to be performed on the Government’s various sites in the greater Washington, DC (WDC) area, for each year of the contract; 2) Unit Price Table B-2.2, provides cells for the Offeror to “bid” its fixed hourly rates for work to be performed at the Contractor’s various sites in the greater WDC area, for each year of the contract. See paragraph (1)(c) below for the definition of the “greater WDC area” which is being applied to this contract.

[Note: Table B-4 is formulated to automatically calculate the extensions of the B-1 quantities times the B-2 unit prices – accordingly there is no math here for the Offeror to perform, and no adjustments are permitted.]

(1) The following Definitions apply to the B-2 Unit Price Tables (CLINs X001 - X043):

(a) Government Site and Rates (Table B-2.1):

- (i) Work/services performed on a continuous regular basis at a Government controlled site to include basic office space, office equipment, and office supplies provided by the Government. This may be Government owned space or commercial space leased by the Government. The unit prices set forth shall contain all costs associated with providing and delivering the support services at a Government controlled facility(ies).
- (ii) The unit prices shall include all expenses, including, but not limited to salaries/wages, fringe benefits, overhead on direct labor, G&A, and a reasonable profit. The unit prices shall exclude the cost of the contractor’s or subcontractor’s facility, office furnishings, office supplies and office equipment to include desktop personal computers, since these are primarily government furnished items. The unit prices shall include factors for management and administration duties as described in Section C.4 and the contract level reports described in C.4.5 and G.3. However, if the task order specifically requires a logistical service or a detailed status report for that task, the time expended for those direct services will be billable at the appropriate hourly rates.
- (iii) A single set of rates is provided regardless of whether the services are provided by the prime or by a teaming partner or subcontractor. The Offeror/Contractor shall indicate in the column provided if it is the principal provider of each CLIN, or if a teaming partner or subcontractor is the principal provider.

(b) Contractor Site and Rates (Table B-2.2):

- (i) Work/services performed on or at the Contractor's or subcontractor's site. The unit prices set forth shall contain all costs associated with providing support services at the Contractor’s or subcontractor(s) facility(ies) and delivering the output of those efforts to the Government.
- (ii) The unit prices shall include all expenses, including, but not limited to salaries/wages, fringe benefits, overhead on direct labor, G&A, a reasonable profit, equipment usage, and computer resources (defined as

"in-house" computer resources which are utilized by the Contractor at its site in the performance of work comparable to that required under this contract, including personal computers for Contractor staff and all Section C.4.1 requirements). The unit prices shall include factors for management and administration duties as described in Section C.4 and the contract level reports described in C.4.5 and G.3. However, if the task order specifically requires a logistical service or a detailed status report for that task, the time expended for those direct services will be billable at the appropriate hourly rates.

(iii) A single set of rates is provided regardless of whether the services are provided by the prime or by a teaming partner or subcontractor. The Offeror/Contractor shall indicate in the column provided to indicate if it is the principal provider of each CLIN, or if a teaming partner or subcontractor is the principal provider.

(c) The greater Washington, DC (WDC) area is defined as:

(i) the U.S. Census Bureau's Combined Statistical Area (CBSA) No. 548 covering Washington, DC; Baltimore, MD; Northern Virginia; and the two West Virginia panhandle counties. All rates in Table B-2 shall be based on performing the services in the CBSA No. 548 area. The DOJ's experience has been that about 99% of the work under ITSS has been performed in the greater WDC area, and most of that percentage is actually in WDC or the immediate surrounding counties. Nonpersonal support services may be provided anywhere in the United States and its territorial possessions, and occasionally in foreign countries when specific authorization has been provided by the Government.

(ii) If a specific task requirement calls for work to be performed outside the greater WDC area as defined above, then the Contractor(s) competing for that task order may propose an appropriate adjustment factor for areas that have a substantially higher (or lower) cost of living index than the WDC area. Under this scenario, the Table B-2 Tables are taken as a baseline of 1.000, and a task offeror would propose a factor of 1.xxx to all the labor categories and rates proposed for that task. For example, for an area which has a cost of living index approximately 5.5% higher than the WDC area, taking into effect the relative costs of housing and office space, the proposed rate adjustment factor would be 1.055. However, the burden is on the offering task Contractor to justify and document any proposed adjustment factors to the B-2 rates in making a specific task proposal when the work is outside the greater WDC area. Competitive forces and management challenge may also play a role in determining what adjustment factors are proposed by the ITSS-4 Contractor(s).

(2) Overtime Rates Not Solicited: Overtime premium rates are not solicited or authorized under the ITSS contracts, except for extremely unusual conditions to be specified on a rare individual task order. Therefore, the hourly rates all Table B-2 CLINs will be "bid" under the conditions below:

(a) One Rate Set: The singular billable rate for hourly personnel acquired via task order, or the singular billable hourly rate for salaried personnel acquired via task

order. One set of rates is solicited, regardless of when these services may actually end up occurring. The vast majority of the work occurs Monday - Friday during standard workday hours, excluding Federal Holidays. This is also known as a "Normal" work schedule rate set in the B-2 Tables.

- (b) Uncompensated Overtime. DOJ does not expect that the contract rates include decrements for uncompensated overtime conditions, for example, when evening time is worked by salaried professional employees on proposal preparation efforts. FAR Clause 52.237-10 Identification of Uncompensated Overtime (Oct 1997), applies to this solicitation/contract. Unrealistically low bid rates will be considered in a risk assessment made at the time of contract(s) award, and pricing adjustments may be made for evaluation purposes under the Section M processes utilized.

(c) **Table B-3, Other Direct Costs and Handling Charge Factors**. This Table delineates five (5) CLIN groups which are considered allowable other direct costs (ODC) and under task orders issued on a time-and-materials basis, or as may be used to price a task order issued on a firm fixed-price basis. [Note that the requirements of Section C.4.1 are not separately billable and will not be considered allowable ODCs under this contract. Costs for such items shall be built into the Table B-2 unit prices.]

- (1) Government Estimated Other Direct Costs (ODCs). For each CLIN group of ODCs, the DOJ has estimated an annual amount of dollars for evaluation purposes only, which are known as "the raw ODC given amounts". The actual amount expended may range from zero dollars (\$0) to a dollar amount higher than the raw ODC given amounts. The Government is under no obligation to purchase any ODCs under this contract. Also, DOJ has determined it is appropriate and prudent to place bid ceilings on the Handling Charge Factors (HCFs) as set forth below. It is entirely permissible to bid HCFs less than the ceilings indicated below – the HCF bid then becomes the ceiling during contract performance, if your proposal is selected for an ITSS-4 contract.

There are five CLIN groups of ODCs which are listed in Table B-3 and as follows:

ODC CLIN Group

- (a) Expert Consultants (CLIN X043) HCF is limited to a ceiling of 0.000.
- (b) IT Hardware and Communications Technology (CLIN X101) HCF is limited to a ceiling of 0.050.
- (c) IT Software (CLIN X102) HCF is limited to a ceiling of 0.050.
- (d) Other Equipment and Supplies (CLIN X103) HCF is limited to a ceiling of 0.050.
- (e) Local and Non-local Travel Expenses IAW the Federal Travel Regulations (CLIN X104) HCF is limited to a ceiling of 0.099.

Note 1: Expert Consultants are professionals with special skills, training, education, and/or abilities that the market prices at various amounts depending on the disciplines required, availability, and other factors. Under Attachment 1, the Expert Consultants (all four levels) are shown as CLIN X043. However, Expert Consultants are not pre-fixed priced in Table B-2 of this solicitation/contract.

Note 2: CLINs X044 - X074 are SKIPPED numbers and are available for use under

OPTIONAL labor category Tables B-5.1 and B-5.2.

- (2) Utilization of Expert Consultants, CLIN X043. The use of the Expert Consultant labor category will be authorized and limited to very specialized requirements under specific task orders. The Work Plan Requests issued under C.4.2 will state whether or not the proposing of Expert Consultants is authorized for the task order proposal.
- (3) Handling Charge Factors. Each ODC CLIN group specified above shall have a corresponding Handling Charge Factor (HCF) which shall offset administrative handling costs associated with procuring and managing the ODC. After delivery and acceptance of the ODC, the actual “reasonable, allowable, and allocable” direct cost of the item will be reimbursed plus the handling charge amount as calculated by multiplying the ODC amount by the applicable HCF. The specific elements of cost under each Table B-3 ODC CLIN group are only allowable to the extent that they are not included in the fixed unit prices of Table B-2 and have been authorized by the COTR. The billable amount shall be limited to the actual reasonable, allowable, and allocable cost of the item plus the amount resulting from the application of the appropriate HCF identified in Table B-3 (e.g., if the actual cost of an item is \$100.00, and the HCF for that ODC category is 0.045, the total billable amount is \$104.50). For subcontracted items/services, the HCF 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 HCF may only be applied once, and must be applied to the documented actual direct cost of the item.
- (d) **Table B-4, Extended CLINs and Total Estimated Price Tables (4 each)**  
ALL THE B-4 TABLES ARE PASSWORD PROTECTED SHEETS.

Unit Price Extensions. Tables B-4.1 and B-4.2 are the extended price tables that correspond with Tables B-2.1 and B-2.2. The B-4 tables do not require Offeror/Contractor completion of any kind and are not to be altered by the Offeror/Contractor in any way. The row and cell numbers in the B-4.1 and B-4.2 tables line up perfectly with the Tables B-2.1 and B-2.2.

Table B-4.3. This table is the government provided raw estimated ODCs times HCFs bid in Table B-3 to determine the handling charge amount, plus the raw ODC amount. Table B-4.3 does not require Offeror/Contractor completion of any kind and is not to be altered by the Offeror/Contractor in any way. The row and cell numbers in B-4.3 line up perfectly with the B-3 table.

Table B-4 Grand. This table summarizes the annual extended and totals all years extensions for each major estimated cost group within B-4.1, B-4.2, and B-4.3. Table B-4 Grand does not require Offeror/Contractor completion of any kind and is not to be altered by the Offeror/Contractor in any way. The “GRAND TOT” in the bottom right corner is the Total Evaluated Price - Proposed (TEP-P) for all proposed/estimated costs for the seven contract years being evaluated in the bid model. This amount is based solely on the Offerors bid rates times the RFP estimated quantities for the seven year period and does not include any evaluation adjustments which may be appropriate or warranted under the Section K or Section M provisions of this RFP.

- (e) **OPTIONAL Table B-5, Contractor's Supplemental Labor Category Pricing Tables (2 each)**. [This is provided on a Excel spreadsheet template which is entirely separate for the template containing Tables B-1 through B-4 above]

In Tables B-5.1 and B-5.2, the Offeror/Contractor may, but is not required to, provide fixed unit prices for any supplemental labor categories proposed. The CLIN numbers for these supplemental labor categories shall commence with X044 and proceed from there. In terms of formatting rules and pricing guidance, these Tables are the same/similar to the B-2.1 and B-2.2 unit price tables. These unit prices are "below the line" and not counted in the Table B-4 TEP-P.

#### **B.4 Supplies and Services Related Provisions**

- (a) Supplies purchased and services procured are subject to FAR Clause 52.229-3 Federal, State, and Local Taxes (APR 2003). The stated fixed prices for the Table B-2 and B-5 Labor Hour services herein include all taxes.
- (b) For leased equipment under this IDIQ contract, if ordered as an ODC, FAR Clause 52.229-1 State and Local Taxes (APR 1984) shall apply. The Department will reimburse the Contractor for State and local taxes that must be paid by the Contractor on allowable leased ODCs, when appropriate supporting documentation is provided by the Contractor.
- (c) If in the Government's best interest, the Contracting Officer may issue a letter(s) to the Contractor authorizing the Contractor to utilize Federal sources of supply (e.g., General Services Administration FSS schedules) for supplies and services procured on behalf of the Government under this contract (See FAR Part 51).
- (d) Price Adjustments Under the Service Contract Act. The Government-provided labor categories are not subject to the Service Contract Act (SCA) of 1965 as amended (See Section I, Clause 52.222-41); however, Contractor proposed supplemental labor categories may be subject to the SCA. In the case that the Contractor proposes use of labor categories which are subject to the SCA, the Government will not be liable to the Contractor for any additional/increased sums/costs for which the Contractor may become liable to its employees as a result of a failure by the Contractor to properly correlate, conform or exempt its employees to the labor classifications stated in the Department of Labor (DOL) Wage Rate Determination. Final determinations as to the proper conformance or exemption of Contractor employees under the SCA will be the responsibility of the Contractor.

#### **B.5 Travel Expenses**

- (a) Local Travel Expenses. As a general rule, local travel expenses will not be reimbursed under this contract. Examples of local travel which will not be subject to reimbursement are: 1) travel to and from normal job site (i.e. commuting costs); and 2) supervisory personnel (**i.e., management personnel not originally bid for performance under the contract**) traveling to a Government site or alternative facility to oversee operations. Personnel assigned to a temporary Government site or alternative facility will consider such facility his/her normal job site. However, there are circumstances under which local travel reimbursement is allowable, such as when personnel are requested or required

to attend a meeting or seminar at a local site which is not their normal job site, the local transportation expenses (e.g. metro, cab, parking, etc.) can be reimbursed. The COTR specified in Section G of this contract shall make such determinations and authorizations as appropriate.

(b) Nonlocal Travel Expenses. All nonlocal travel shall be approved in advance by the COTR. 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 and the Federal Travel Regulations (FTR). Travel requirements under this contract shall be met using the most economical form of transportation available. If economy class transportation is not available, the Contractor must submit (to the COTR) a request for advance approval to utilize higher class travel. All travel shall be scheduled sufficiently in advance to be able to take advantage of offered discount rates. Should Contractor personnel have difficulty receiving Government rates when on long distance travel, individual 'travel authorization letters' may be provided to the Contractor (for all Contractor personnel who are required to travel) I. The Federal Travel Regulations and per diem rates can be accessed at: [www.gsa.gov](http://www.gsa.gov) and type "FTR" in their search box.

#### **B.6 Other Unallowable Costs**

(a) Hours expended by Contractor personnel working on task order proposals are not allowable as items of direct cost and not reimbursable under this contract. Time and travel expenses to attend pre-proposal conferences for task orders are not cost reimbursable items under this contract.

(b) Proposal Preparation Costs incurred to seek an ITSS-4 task order are not payable or reimbursable to the ITSS-4 contractors.

## **SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

*Preamble: This contract and the Statement of Work (SOW) which follows allow for but do not require “performance based” service contracting. The DOJ and the Contractor encourage the DOJ components and other Federal agencies that utilize this contract to plan for and write their individual task requirements such that the Government’s overall performance based service contracting objectives are met to the maximum practicable extent.*

### **C.1 Introduction and Background**

(a) Most Department of Justice (DOJ) organizations have their own small staff of computer specialists, systems analysts, and programmers to provide information technology (IT) support services. Nevertheless, they do not maintain a sufficient staff of personnel to meet the anticipated demand for systems development and other IT support services. Nor do they maintain technical expertise in the multiplicity of equipment, operating systems, languages and applications currently in use, planned or potentially applicable within the Department.

(b) When DOJ organizations cannot fulfill their requirements using in-house staff, they often need contractor support quickly. Realizing this need, the Department decided to establish a set of contracts to provide software development and other IT-related services to Department components. Under the ITSS program the current set of twelve contracts was awarded in September 2004 and includes a base year and six option years.

(c) Since its inception, the Department has required that the contractors under the ITSS program compete for the work at the task order level. Competition at the task order level has proven cost-effective, and has yielded significant savings. It has enabled the Government to obtain high-quality technical expertise at a reasonable cost.

(d) The ITSS contracts are available for use on a voluntary basis.

(e) Fee-for-Service. This IDIQ Multiple Award Contract vehicle may be utilized by any DOJ component (e.g. Office, Bureau, or Division) on a fee-for-service basis. The DOJ Office of the Chief Information Officer (CIO) will coordinate with the COTR specified in Section G herein, to create the specific fee-for-service schedule for the ITSS-4 program and establish Intra-agency Agreements as necessary to transfer and/or reimburse funds to DOJ to compete, award, and oversee the work plan requests and resulting task orders. The fee-for-service schedule established at the onset of this contract may change from time-to-time as determined by the Office of the CIO, but not more than once per fiscal year. The unit prices contained in this contract do not include any kind of industrial funding fee or similar charging factor.

(f) Non-DOJ Federal agencies have used the ITSS program to avoid the administrative costs of creating and managing their own Task Order services program. For non-DOJ agencies, the requesting agency is required to certify that it has met its own internal agency review requirements and that it has decided to use the DOJ contracts.

## **C.2 ITSS-4 Contract Objectives**

(a) The ITSS-4 contracts may be used to fulfill a wide range of requirements in any of the Systems Development Life Cycle (SDLC) areas described in Section C.5 herein. While the variety and scope of services (See C.3 below) that will be required is known, the specific tasks to be ordered over the coming years, and their distribution across the SDLC, are not clear. Examples of task orders executed under ITSS-3 are provided as Attachment 8 to this RFP. The continuing emergence and rapid adoption of new technologies by Government agencies strongly suggest that the very nature of IT support services tasks will not necessarily resemble that of prior years. Large-scale systems integration acquisitions, new applications within DOJ component organizations, and the integration of and modifications to current systems will have significant impacts on future development efforts in DOJ agencies.

(b) The Department anticipates that the ITSS contracts will be used to provide IT services that:

- (1) Go beyond sustaining and expanding use of current hardware, operating systems and software.
- (2) Increase business effectiveness and automation through the effective use and adoption of systems by leveraging new technologies and applications, best practices, and software.
- (3) Create new applications and introduce new technologies as they emerge.
- (4) Give expert assistance in configuring and managing computer hardware, software and networks, in training users, and in improving systems and network security.
- (5) Facilitate business change and flexibility by architecting, designing, and developing solutions that enable the rapid realization of new or changed requirements.
- (6) Protect the business by ensuring that systems, applications, and practices are secure.
- (7) Measure and continually improve customer service and satisfaction.

## **C.3 Scope of ITSS-4 Contracts**

(a) The ITSS-4 multiple award contracts are available for use by the entire Department of Justice and non-DOJ federal agencies on an indefinite delivery, indefinite quantity, task order basis to provide the full range of information technology support services, spanning the entire Systems Development Life-Cycle. The scope for ITSS-4 also includes the potential acquisition of hardware, software, and other equipment and supplies to support client needs that are integral to or reasonably related to the proposed solution and purposes of the project. Non-personal support services may be provided anywhere in the United States and its territorial possessions, and occasionally in foreign countries when specific authorization has been provided by the Government. Information on DOJ agencies can be found at <http://www.justice.gov/>.

## C.4 Contract Management and Administration

### C.4.1 General

(a) The Contractor shall provide all management, administration, staffing, planning, scheduling, procuring, etc., for all items of service or supply required by the contract and/or task order. These activities include, but are not limited to:

- (1) All activities associated with preparing proposals in response to the Department's Work Plan Requests (see Section C.4.2), submitting the proposals to the Department, and negotiating task order requirements.
- (2) All activities associated with recruiting and hiring staff, such as advertising, screening applicants, interviewing, reference checking, etc.
- (3) Maintaining "in-house" skills, teaming and/or subcontract arrangements to ensure that staff with the requisite experience, skills and knowledge are available on short notice.
- (4) Screening and processing prospective contract staff to ensure all Contractor employees used under this contract meet personnel hiring and security clearance requirements.
- (5) All activities associated with management of the Contractor's facilities that may be utilized, including obtaining space, equipment, furniture, supplies, maintenance, etc.
- (6) Utilizing electronic means to conduct business transactions under this contract to the maximum extent feasible. This will include, but is not limited to, Contractor receipt of Work Plan Requests, Contractor submission of proposals in response to such requests, Government/Contractor electronic mail exchange to support administration of active task orders, Contractor invoicing, and electronic funds transfer for payment of approved invoices.

*Note: After contract award, the Contractor and the Contracting Officer will agree on the methods and scope of electronic communications that the Contractor shall follow during the contract period.*

- (7) Ensuring facilities used for the Contractor's performance of this contract meet all physical security requirements of the contract.
- (8) 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 guidelines in effect at the time of travel (See Section B.5).
- (9) Planning for and making all necessary arrangements to ensure that Contractor personnel performing field work have all necessary supplies and equipment by the time they arrive at the site.
- (10) Procuring items/services on behalf of the Government. Ensuring that open market procurements are properly documented to prove price competition was obtained, or

justification for not obtaining competition. If use of GSA schedules is authorized, the Contractor shall follow the requirements of FAR Subpart 8.4 before placing the order.

- (11) 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.
- (12) 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 damaged, lost or stolen while in the Contractor's safekeeping.
- (13) All activities associated with managing subcontractors/team members, such as identifying and qualifying personnel, negotiating subcontracts, reviewing invoices, ensuring compliance with the security and other requirements of this Contract, etc.

The above items are not separately priced or billable under the contract or any task order.

#### **C.4.2 Work Plan Requests**

(a) Generally, all task orders will be initiated by a Work Plan Request (WPR) to be issued by the COTR. The WPR process is defined in Attachment 7 – Task Order Administration Plan.

#### **C.4.3 Contractor's ITSS-4 Program Management Responsibilities**

(a) The Contractor shall institute and maintain a program management structure to respond to and negotiate WPRs. The Contractor shall also maintain access to resources that can be called upon to fulfill task order requirements under the contract. The Department will not issue a separate task order to institute or maintain these capabilities.

(b) The Contractor's ITSS-4 program management office shall be located within a reasonable radius (approximately 50 miles) of the Department of Justice headquarters at 950 Constitution Avenue, NW, Washington, D.C., including the necessary resources (i.e. management, technical and financial personnel working in that location) needed to support the ITSS-4 program. The location must be that which allows for the Contractor's staff to be able to travel to DOJ headquarters within a reasonable timeframe upon receiving an urgent call from the COTR or a higher level DOJ IT manager.

(c) For each task order issued to the Contractor, the Contractor shall maintain a management structure with overall task order control and authority for the performance of work. The Department may request a Program Management Plan as part of a WPR. At a minimum, the Contractor's management structure shall be responsible for the following throughout the life of each task order:

- (1) Deploying and maintaining a technically proficient and professionally capable staff.
- (2) Keeping personnel turnover to a minimum and ensuring individuals are motivated to achieve excellent performance.

- (3) Ensuring problems are minimized and unavoidable problems are resolved with minimal disruption to the activities performed under the task order.
- (4) Obtaining continuous feedback on performance from appropriate Government personnel and disseminating feedback to Contractor personnel on all areas of task order performance.
- (5) Continually monitoring the quality of all products and services provided under the task order for purposes of identifying and implementing performance improvements.
- (6) Ensuring that all resources necessary to perform the task order are identified with clearly defined roles and deployed on schedule.

#### **C.4.4 Staffing**

##### **C.4.4.1 Reserved**

##### **C.4.4.2 Program Manager**

(a) The Program Manager is a senior manager responsible for coordinating the management of all work performed under this contract. The Program Manager is ultimately responsible for coordinating the efforts of subcontractors, team members, vendors, etc. The Program Manager shall act as the central point of contact with the Department and shall have the full authority to act for the Contractor in the performance of the required work and services under all task orders. The Program Manager works independently or under the general direction of senior level Contractor business management on all phases of performance, including contract management, project/task order management, coordination of resource needs, coordination with corporate resources and management, and has direct accountability for the technical correctness, timeliness and quality of deliverables. The Program Manager shall have broad and deep knowledge of the IT industry, PMBOK (project management body of knowledge), business administration, and human resource management. It is strongly encouraged that the Program Manager be Project Management Professional (PMP) certified. The Program Manager shall have excellent oral and written communications skills. The Program Manager shall ensure that the Contractor has the capability of performing all the work.

(b) The Department will not issue a task order exclusively for the Program Manager's services. However, the Contractor may propose directly billable hours for the Program Manager in response to a WPR.

##### **C.4.4.3 Key Personnel**

(a) The Department reserves the right to review the qualifications of all staff identified as "Key Personnel" that are selected to work on any task order before assignment, including the individuals proposed (in the Contractor's proposal submitted in response to a WPR) and any replacements for these individuals, and to reject individuals who do not meet the qualifications set forth in this contract. Any exceptions to the labor category qualifications require written approval from the COTR.

(b) The Department reserves the right to require the Contractor to remove or reassign from this Contract any "Key Personnel" Contractor employee(s) who is/are deemed incompetent, careless,

unsuitable or otherwise objectionable, or whose continued employment under the contract is deemed contrary to the best interests of the Government. Failure of "Key Personnel" Contractor employee(s) to comply with the standards of conduct specified in Section H.6 or on a specific task, may also be grounds for the Department or the client agency (thru the Department) to require removal or reassignment of offending Contractor employee(s).

(c) The Contractor shall remove or reassign any "Key Personnel" employee from performance of Contract tasks within five (5) working days of receiving a written notice from the Contracting Officer that the employee's performance or conduct is unsatisfactory or unacceptable. Further, the Contractor shall immediately remove any "Key Personnel" Contractor employee found to represent a real or anticipated threat to the safety of government records, government employees, or other Contractor employees. The Contractor shall reimburse the Department for the cost of any Department-provided or funded training given to "Key Personnel" Contractor employees who cease to perform Contract duties within six (6) months after receiving that training.

(d) The following positions/labor categories are considered "Key Personnel" positions for this Contract at the contract level:

1. Program Manager (Labor Category CLIN X001)
2. Individual task orders may identify additional labor categories/persons as key personnel such as Task Managers (Labor Category CLIN X002) or other technical staff personnel deemed important to the success of the task.

(e) Any individual performing work under the labor categories listed in paragraph (d) above is subject to the following:

- (1) Replacement of any Key Personnel is subject to the prior written consent of the COTR.
- (2) Requests for replacement shall include a detailed resume containing a description of position duties and mandatory qualifications, as well as information about the qualifications of the individual(s) proposed. All replacement personnel must be qualified to assume the duties and responsibilities of the position, provide the same levels of effort as the replaced staff, and their salaries must be at similar levels of the personnel to be replaced, with no adjustment to the prices set forth in the task order.
- (3) Contractor proposals to move any Key Personnel off the Contract or from one task order to another shall be submitted in writing at least thirty (30) days in advance of proposed move, and are subject to the approval of the COTR, including approval of proposed replacement.
- (4) In the event of a key personnel resignation, the Contractor shall notify the COTR in writing within five (5) days of receiving notice of resignation.

#### **C.4.4.4 Training of Contractor Staff**

(a) 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.

(b) The Contractor shall train its own staff so as to ensure that all personnel are able to perform their duties under each task order satisfactorily. This may require staff training in the specific technology area. The Contractor will furnish the COTR with formal documentation of the training provided to each labor category under the Contract as requested by the COTR, including testing tools for determining if individual employees have achieved competence in their labor categories. 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.

(c) 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, the function of reporting, and the importance of quality control and quality assurance. In addition, Contractor managers shall be educated regarding the terms and conditions of the contract.

#### **C.4.4.5 Security Clearances, Contractor Screening Guidance, and Confidentiality Agreement**

(a) Prior to assigning an employee to the contract, the Contractor must submit for that employee the completed forms as specified in Section H.4.

(b) The Contractor is responsible for screening ALL prospective employees for suitability and conduct for work on this Contract, prior to submittal of the H.4 security forms. Guidelines for this screening function are provided in Attachment 3.

(c) The ITSS-4 Contractor shall have available qualified staff with, at a minimum, the types of clearances specified in contract Section H.4. This is so the contractor may be in a position to quickly begin work if it is successful in capturing specific task orders.

(d) Attachment 3 also contains the standard DOJ Confidentiality Agreement for contractor and subcontractor employees to certify prior to commencing work under task order(s) awarded.

#### **C.4.4.6 Quality Assurance and Quality Control**

(a) The Contractor shall ensure that all documented guidelines and operating procedures for quality assurance/control are followed for all areas of performance. The Contractor shall develop and implement additional quality assurance/control procedures as necessary to ensure all work performed is in accordance with standards prescribed in this contract or individual task order for the duration of the contract, and the Contractor shall stress to its staff the importance of quality control and quality assurance. Quality practices that are consistent with Software Engineering Institute (SEI) Capability Maturity Models (CMM or CMMI) and ISO shall be achieved as follows:

- (1) Minimum assessment of CMMI Level 3.
- (2) Certification as ISO 9000.
- (3) Staff certification at ITIL Foundations level, or ITIL v3 Expert level for leadership.

(b) Within the specifications of the contract/task order, and the direction of the client agency, Contractor personnel shall perform all activities on their own initiative. This will require a high degree of resourcefulness and the exercise of sound judgment. Contractor personnel shall perform the contract activities independently and shall exercise professional judgment and discretion in making decisions and recommendations for the successful completion of the activities. As appropriate, the Program Manager shall make suggestions to the client agency to improve operations. The Program Manager shall obtain client agency approval prior to implementing any precedent-setting decisions.

(c) The importance to the Department of quality control cannot be overstated. The Department is committed to quality work and will not tolerate sub-standard work. Frequently, work must be performed under rigid time constraints where the same attention to detail and quality must be observed. The Contractor must build additional quality control reviews, as needed, into the operating procedures for each functional area of the contract and task order. The Contractor shall conduct internal quarterly reviews of each task order to address the following:

- (1) Ensure personnel are following all established guidelines and procedures.
- (2) Identify appropriate modifications to procedures or other corrective actions to improve efficiency or remedy deficiencies.

(d) After each review, the Contractor shall provide a written findings and recommendations report to the COTR and client agency.

#### **C.4.5 Management Reports**

(a) The Contractor shall prepare and deliver to the COTR regular reports on work activities, Contractor expenditures, accomplishments, and the status of projects. The COTR will approve the format of each report. The Contractor shall modify the format or subject content of the reports at the direction of the COTR. Additionally, the COTR may require the Contractor to submit *ad hoc* reports (oral or written) on the work, as needed.

- (1) Contract Status Report. A status report summarizing work activities under all task orders issued to the Contractor. The contract status report is due by the 10<sup>th</sup> business day of every month.
- (2) Contractor Personnel Security Status Report. The purpose of this report is to maintain current and accurate records of the hiring and related clearance status of all Contractor personnel who have submitted security clearance packages. To support this function, the Contractor shall conduct a quarterly review of its personnel actions and update the following information for each individual:
  - a. Employee name
  - b. Contract labor category (CLIN number and name)
  - c. Date request letter sent to COTR
  - d. Date hiring clearance package sent to DOJ
  - e. Date hiring clearance granted
  - f. Start and termination dates
  - g. Dates building pass issued and revoked
  - h. Comments

The Contractor Personnel Security Status Report shall be delivered to the COTR on a day to be specified by the COTR following the close of the reporting period.

- (3) Government Owned Property Report. The purpose of this report is to maintain current and accurate records of the property type, location, identification number, and quantity of any property furnished to the Contractor by the Government or acquired by the Contractor on behalf of the Government for use under this contract. The Contractor should note that this may include furniture, computer and other equipment, computer software, etc. To support this function, the Contractor shall conduct a semi-annual review of all Government owned property in its custody and document and update the holdings. The Government Owned Property Report shall be delivered to the COTR at the close of business on a day to be specified by the COTR following the close of the reporting period. A copy of the most recent report shall also be delivered to the Contracting Officer by each December 31. The Government Owned Property Report shall contain, at a minimum, the following information:

- a. Item type
- b. Item description
- c. Make and model
- d. Serial number
- e. DOJ inventory number
- f. Leased or purchased
- g. Month/Year invoiced, if purchased for DOJ
- h. Warranty/maintenance information
- i. Current location (building/room)
- j. Previous location or disposition
- k. Project for which originally acquired
- l. Acquisition cost (if known)
- m. Property Classification
  1. Land and Rights Therein
  2. Other Real Property
  3. Plant and Equipment
  4. Special Tooling
  5. Special Test Equipment
  6. Material
  - 7. Reserved**
  8. Furniture/Furnishings
  9. Automated Data Processing Equipment
- n. Comments

At the end of this Contract, these reports will be used in conjunction with invoice records to determine government furnished materials owed by the Contractor to the government.

- (4) Task Order Progress Report. A report which includes, at a minimum, a project action items list, expenditure summary, significant problems, and completion schedules. The contract status report is due by the 10<sup>th</sup> business day of every month. *[The time expended to prepare the task order progress report is directly billable under the task at the appropriate hourly rates.]*

(b) The Contractor shall, at a minimum, establish and maintain appropriate tracking systems which shall enable it to prepare and submit the management reports required. Creation and maintenance of these tracking systems is not separately billable. Costs for copying reports for distribution are not separately billable.

## **C.5 Support Services**

This section describes the types of support services that may be required under task orders to be issued under the ITSS-4 contracts.

### **C.5.1 Systems Development Life Cycle (SDLC) Support**

#### **C.5.1.1 Service Development**

The design and development of services and service management processes. Design principles and methods for converting strategic objectives into portfolios of services and service assets. Includes the changes and improvements necessary to increase or maintain value to customers over the lifecycle of services, the continuity of services, achievement of service levels and conformance to standards and regulations. It guides organizations on how to develop design capabilities for Service Management.

#### **C.5.1.2 Service Operations**

Provisions for effectiveness and efficiency in the delivery and support of services so as to ensure value for the customer and the service provider. Strategic objectives are ultimately realized through Service Operations, therefore making it a critical capability. Maintain stability in Service Operations, allowing for changes in design, scale, scope and service levels. Supporting operations through new models and architectures such as shared services, utility computing, web services and mobile commerce.

#### **C.5.1.3 Service Management**

Support for establishing an IT Service Management (ITSM) process intended to align the delivery of information technology (IT) services with needs of the enterprise, emphasizing benefits to customers. Assistance in managing the paradigm shift from managing IT as stacks of individual components to focusing on the delivery of end-to-end services using best practice process models. These services will be based upon the ITIL (Information Technology Infrastructure Library), a globally recognized collection of best practices for information technology (IT) service management. Additional support for ITSM audits based on analysis of four key performance indicators in specific ways:

- (1) Growth and value, which involves tracking revenue growth against investment and utilization.
- (2) Budget adherence, which involves optimizing the use of available funds and avoiding unnecessary expenditures.
- (3) Risk impact, which involves identifying and evaluating the consequences of risks taken or avoided.
- (4) Communication effectiveness, which involves examining internal customer feedback and gauging customer satisfaction and awareness.

#### **C.5.1.4 IT Planning**

Identification, evaluation and recommendation of solutions and opportunities, including the modification and process re-engineering of existing systems to encourage and facilitate the development of integrated systems, provide added functionality and improve productivity, while taking into account all applicable federal standards and procedures and the client organization's standards and policies. Includes support for enterprise architecture planning, migration planning, implementation governance, and technology architecture. Also includes IT Strategy and Vision Development, IT Effectiveness Analysis, and IT Cost Reduction.

#### **C.5.1.5 Program Management Support**

Providing assistance to a Government Program Management Office (PMO). This support could include performing and/or assisting the PMO staff in the development and maintenance of program and project plans, standard operating procedures, contingency plans, continuity of operations, and other documentation. It may also include acquisition support by preparing procurement related documentation, such as Statements of Work, independent Government cost estimates, internal acquisition review board packages and justifications, and source selection material. Financial management support could include the collection and management of financial data; assisting in financial analysis tasks; tracking program progress against the program plan; and preparing required financial reports. PMO support could include Portfolio Management, which would allow DOJ to track and align expenditures across the portfolio in a manner that would dedicate specific investment percentages to broad areas of IT, such as infrastructure, application development and operations, new technology, etc. Other support may include providing meeting support by planning and arranging for meetings, preparing meeting materials and recording and disseminating minutes; development and tracking of correspondence, reports and briefing materials; maintenance of a document library. Support may also include researching and providing recommendations on best practices to improve areas within Program Management; evaluating issues and providing recommendations related to program cost, schedule, and performance; and, providing analysis and recommendations to respond to Congressional, other Government agencies, and industry inquiries; audits; or Congressional testimony.

#### **C.5.1.6 Requirements Analysis**

A set of procedures and processes followed by the project team to determine functional and system requirements and their relative importance to users. Users' requirements are documented meaningfully using automated requirements gathering tools such as Rational Rose and UML modeling, wherever applicable. It is assumed that the user knows what he wants, but has difficulty in translating requirements into data-processing terminology. This procedure helps get the requirements in writing to guide the subsequent efforts of the systems design and implementation. This subphase is one of the most important in the entire project life-cycle.

#### **C.5.1.7 Joint Requirements Planning (JRP)**

JRP consists of workshops with key end-users for planning and designing a system. The users are encouraged to do most of the talking. Information Systems staff translate what the users want into structured specifications and design so that users can understand and discuss the results. JRP sessions do not contain technical detail. They often involve higher-level managers and sometimes top-management. They establish requirements and justification for a system and the detailed functions it will perform. A major benefit of JRP is making executives think creatively about how information

systems can help them. The workshops cause an examination of goals, problems, success factors and strategic opportunities in information strategy planning.

#### **C.5.1.8 Joint Applications Development (JAD)**

In the JAD session, several knowledgeable people in the subject organization or in the subject functional area meet for extensive and intensive discussions and brain-storming sessions. These sessions are professionally facilitated and discussion/conclusions and disagreements are formally captured and distributed. These sessions strive to accomplish agreement or consensus on the topics of the session. Disagreements are resolved so everyone understands what the target/new process/function/system will and will not accomplish.

#### **C.5.1.9 Rapid Applications Development (RAD)**

An approach to systems development that incorporates a variety of automated design tools (CASE). RAD focuses on human management and user involvement as much as on technology. RAD aims for rapid development of a single, stand-alone system of limited scope. The use of CASE tools is a necessity for this path, as are rapid development techniques and features such as time-box management, reusability and user workshops. RAD techniques are largely a subset of Systems and Information Engineering techniques.

#### **C.5.1.10 Feasibility Study**

Identifies objectives, requirements, system concepts, and candidate approaches. It researches possible solutions and analyzes commercial off-the-shelf (COTS) products available for achieving the objectives. Includes familiarity with various COTS products in the federal marketplace. May include making recommendations on the approach to be taken. The feasibility studies will be used by managers to decide whether to proceed with the task.

#### **C.5.1.11 Cost-Benefit Analysis**

An in-depth evaluation of a given approach as to technical feasibility and/or the benefits to be gained for a specific cost. The analysis involves identifying, developing and analyzing the costs (actual and opportunity) and benefits of a given approach in quantitative terms if feasible and in qualitative terms otherwise, and preparation of a recommendation to proceed or not to proceed. The user may require that this type of analysis occur independently or with other activities comprising a full system development effort.

#### **C.5.1.12 Business Process Re-engineering**

A complete analysis of the processes used to generate desired products and services with a possible revamping of the entire approach. The primary drivers should always be the customer's needs. These needs ultimately dictate the scope and the level of technology investment. The issues that need to be reconciled include time, quality, customer perspective, people empowerment, efficiency and flexibility. Technology is considered a potential enabler of the new approach. Includes support for feasibility studies, cost benefit analysis, process modeling, business event modeling, organization design, business strategy, and change management/leadership.

#### **C.5.1.13 Systems and Information Engineering**

An integrated set of methodologies and products used to guide and develop information processing within an organization. It starts with enterprise-wide strategic planning and ends with operational applications. It includes activities required for the support of operational systems oriented to enhancing operations of hardware and software systems to include the collection and analysis of systems information, diagnosis of problems and development of recommendations to resolve problems. It establishes and maintains systems and software configuration baseline data and documentation. It includes redesign activities that modify functionality and/or produce technical improvements to enhance software and security. It monitors system execution and performance; tracks and reports change requests (CRs) and discrepancy reports (DRs); performs problem analysis and resolution; and provides technical assistance to the end-user. It performs system and software conversion activities that include the transition of existing applications from one environment to another. It performs production control activities such as the support of cyclical changes to operational workloads, data compression, data restores, reorganization of files, recovery of systems, production of reports, download/upload of information, and setup and verification of fields and programs for the execution of production runs. It prepares and executes disaster recovery procedures; analyzes, compiles and aggregates data to produce statistical trend analysis reports; develops user-friendly interfaces between different automation functions and upload/download capabilities; and develops and implements an audit strategy to ensure the integrity and confidentiality of data.

#### **C.5.1.14 Systems and Database Design**

Includes the design approach, alternative designs and analysis, and impact analysis. Maps and maintains traceability of the design to requirements; develops user interfaces; identifies the major components and interfaces of the system; determines impact on work flow processes; and develops testing strategies, test cases and testing plans. Also includes conducting design reviews to clarify design drivers; select an IT platform and/or architecture; identify and weigh portability considerations, potential capacity and performance implications; identify existing systems that may be reused; identify any integration issues with legacy systems; and other pertinent design information. Unique database design tasks include creating the logical and physical database design for a system using data modeling and data normalization techniques.

#### **C.5.1.15 Systems Procedures and Standards**

Devising systems procedures and standards using all applicable standards and procedures as required by the Federal Information Processing Standards, DOJ requirements, other standards, and the client organization's standards and policies. Includes identifying the applicable standards and procedures and making recommendations about their use to the client organization.

#### **C.5.1.16 Systems Development and Testing**

Translating system specifications and detailed design documentation into system components, code or both. May include initial development of a prototype of the system that will be tested and evaluated before the systems development effort using automated testing tools, whenever applicable. Includes: developing code, conducting peer reviews and providing summary progress of the development effort; establishing and maintaining the integrity of baseline configuration, software version descriptions and related documentation; establishing test and verification procedures to ensure system integrity so that the system meets functional requirements; and, conducting unit, system and

integration testing to validate the system's capabilities. Also includes Performance Testing to verify that the system meets specific response time requirements and User Acceptance Testing to verify that target user groups concur that the business objectives are met.

#### **C.5.1.17 Systems Installation and Acceptance**

All activities associated with the installation and operation of the system. During systems implementation, includes providing support through the development of prototype installation test plans, installation test reports and the preparation of systems manuals including operations, maintenance and user manuals customized by site. Delivery of the system and all documentation and products associated with the system. Installation, integration, testing and implementation of the systems developed to include all activities associated with data conversion, data collection, capture, validation, and verification, user training and system turnover.

#### **C.5.1.18 Systems Programming**

Programs are written using the programming standards established by the client organization. Substantial emphasis is put on a structured process for preparing a test plan, which outlines all of the testing to be done. The programmer plans testing problems thoroughly before the testing begins. The results of the testing are then reviewed by qualified personnel to decide that each program and module is operating satisfactorily.

#### **C.5.1.19 Systems Integration**

Includes the analysis of the distribution of functionality across systems, development of system interface concepts, designs and specifications, and the development of specifications and standards for information transfer between systems.

#### **C.5.1.20 COTS Integration**

Includes implementing COTS solutions such as the configuration of COTS database tables, parameters, and interfaces, as well as the design, development and test of Reports, Interfaces, Conversions, Extensions and Forms.

#### **C.5.1.21 Interoperability Verification and Testing**

Verification and testing to ensure interoperability with existing systems. May include access to existing mainframes and servers, compatibility with operating systems, COTS software and client organization applications, and communications and telecommunications systems.

#### **C.5.1.22 Systems Conversion**

Converting systems from current environments to new ones including newer evolving/evolved web-based technologies. May include the development of specifications, programming, testing and documentation. Legacy systems may also be selected for the development of new front-end user interfaces. New user interfaces may include web-based or web-enabled front ends.

### **C.5.1.23 Systems Enhancements, Support and Maintenance**

All requests for system modification and/or enhancements, received after the systems design freeze and after the system is implemented, are classified as planned software maintenance. These requests consist of actions that are important for corrections to the design and future enhancements to the system. Systems support is provided to ensure the successful operation of the system in an accurate, efficient and timely manner. Any necessary fine-tuning and retesting are done following client organization standards and procedures.

### **C.5.1.24 Systems Documentation**

Development of all documentation, including manuals, e.g., operations, system maintenance, user and training, and plans, e.g., system integration and site implementation. The document is dynamic in that it will be modified to take advantage of new methodologies, techniques and tools, e.g., CASE. The documentation follows the latest approved standards at the time of development of the system.

### **C.5.1.25 Systems Configuration Management**

Systems configuration management activities commence early in the systems development life-cycle and continue for the life of the system. Configuration Management responsibilities include the review of all software, hardware, network and application changes and the identification of potential issues, conflicts or problems relating to the proposed changes, or the timing of the changes. Changes include installation of new products and components, new versions, upgrades, engineering changes, new agency-developed applications and modifications to agency applications. May include the development and implementation of a Configuration Management database and associated plans. Data to be maintained include parameters and configuration information on existing systems, reasons for the changes, associated changes and other items as recommended by the Contractor or required by the client organization. Preparation of reports and briefings to give client organization management recommendations and alternatives.

### **C.5.1.26 User Training**

Schedules for implementation are completed, and the users are given their manuals and comprehensive training in the operation of the system. The production files are created or converted to make the system operational. User training may include enterprise security training, other formal instruction on the use of commercially available COTS software, and other techniques such as distance learning and computer based training. Training materials may include web-based training and web-based knowledge management solutions.

### **C.5.1.27 Database Administration**

The Database Administrator (DBA) is responsible for database and data dictionary design and establishment, performance monitoring and timing, database reorganization, database backup and recovery, DBMS service utilities, DBMS software maintenance, disk-space management and software planning and evaluation. The DBA is responsible for safekeeping the data and for control of the data and its structure. The DBA is also concerned with the various design methods used in developing databases.

### **C.5.1.28 Web Development**

Includes support services to design, develop, maintain, implement, and document quality electronic publications and applications. It also includes designing electronic publications, databases, and applications in a Unix server environment and assist in the maintenance of servers. Also includes designing multimedia utilizing various applications. Design work is completed within specified legislative and Departmental guidelines. It performs testing on all developed materials documenting results prior to production. Assists staff in development efforts, participate in staff meetings and provide recommendations for solutions to design problems. Documents all assignments, including applications, procedures and processes. Also includes use of social media, Web 2.0 and other emerging technologies to support transparent and open Government directives. Web 2.0 will allow the design and development of web applications that facilitate interactive information sharing, interoperability, user-centered design, and collaboration. User centered design practices help determine what technologies best meet user needs. Options such as web-based communities, social-networking, video-sharing, wikis, blogs, mashups and folksonomies can be leveraged to enhance the user experience.

### **C.5.1.29 Information and Cyber Security**

Enhancing IT security of data residing in computer files or during transmission, assessing IT risks relating to privacy, fraud and abuse and the adequacy of internal controls to eliminate and/or mitigate risks to systems being built. Contingency plans cover system failure and recovery procedures. Procedures are developed in case of disaster or other conditions that may severely affect the provision of timely and efficient system services. Includes evaluating and implementing encryption, authenticating users on a system, providing for digital signatures to ensure integrity of electronic messages and files. May include analyzing and maintaining a list of critical systems to decide for each system the time available to transfer to an alternative processing site without significant programmatic impact. Includes systems handling National Security and Limited Official Use (including as a minimum - Law Enforcement Sensitive) data. Also includes the conduct of risk analyses and the development of recommendations and implementations, plans for new procedures and changes to existing systems. Identification and recommendation of new security-related technology product versions and enhancements to existing products and services. Developing implementation, transition and verification testing plans for installing these products within the existing client organization technology infrastructure. Conducting formal Certification & Accreditation (C&A) efforts such as C&A Documentation Preparation and C&A Testing for both legacy and new systems in accordance with all standard security requirements (e.g., DITSCAP, NIACAP, NISPOM, DOJ Directives, etc.). Includes mitigation strategies and mitigation activities for residual risks identified for specific organizations or systems. Development of security policies and procedures and assistance with implementation of these policies. Includes additional service elements for cyber security and privacy protection:

- (1) Provide privacy impact assessments, Personally Identifiable Information (PII) data security, PII monitoring, and mitigation strategies.
- (2) Provide procedures and implementation for intrusion detection, continuous monitoring, risk analysis, and information and cyber security mitigation techniques. Identify potential vulnerabilities to cyber and information security using penetration testing and red teams.

- (3) Provide technologies for identification, modeling, and predictive analysis of cyber threats. Provide the ability for deep analysis of viruses, malicious code, and attack techniques and methods.

#### **C.5.1.30 Technical Refreshment**

Identification of aging technology or the technology at risk of becoming obsolete during the life-cycle of a program, and identifying technology refreshment activities required to prevent the decay of the Information Technology infrastructure on which programs are dependent. This will include the identification of specific targets of possible aging technology and recommendation of specific technology to replace it. Recommendations shall include specific timeliness, cost/benefit scenarios and detailed replacement procedures. They may also include the purchase, configuration, installation and operation of the recommended technology as deemed necessary by the government to refresh the aging technology.

#### **C.5.1.31 Technology Infusion**

Evaluation of an organization's operational use of Information Technology and identification of general and specific areas where current, upcoming or state-of-the-art technology would enhance the organization's operation. This will include identification of the operational components evaluated, specific descriptions of the enhancements possible if the recommended technology were infused into the organization, and specific description of the technology available to realize the enhanced capability. This may also include the purchase, configuration, installation and operation of the recommended technology as deemed required by the government.

#### **C.5.1.32 Workflow Processing**

The use of automated methods for the routing and control of documents and transactions through a process such as procurement requests, personnel requests, etc. Also involves scanning and storing information in digital form on computers. The information may be pictures, drawings or text. This process may also be described as the combining of single work units and their (partial) products as they are aggregated in an overall process, such as data entry to verification to populating a database to query and reporting. It could be represented in a flowchart or a process model where each function is shown with inputs, methods and controls from other functions, outputs to other functions that serve these purposes, and the overall initiating activity and end-product.

#### **C.5.1.33 Contingency Planning - (Continuity of Operations)**

Identification of various disaster scenarios and development of response options to these scenarios. May include actual response support in addition to documentation development and testing of response scenarios. Development of new Continuity of Operations Plans (COOP), validation of existing COOP premises, environmental and technical requisites and pertinent existing documentation, and planning, executing and evaluating operational tests of new and existing COOPs. This may include outlining proposed revisions for the COOP, analyzing impacts of revisions on organizational and technical issues, drafting updated COOPs for internal technical review by client organization personnel, applying revisions to the COOP based on this review and conducting a summary review of the revised COOP with the client organization. In addition, may include development of new or revising the existing COOP test plan, providing technical support and related contingency orientation of client organization personnel before execution of the test plan, providing technical assistance during the test,

developing contingency test evaluation reports to include recommendations for improvements to the test plan and the COOP, and revising the test plan and/or COOP as required after client organization review of the evaluation report.

#### **C.5.1.34 End User Support**

Specific areas of support include help desk support, call center support, and a full range of technical support in all areas of computer knowledge. This includes programming, systems design and development, systems analysis and other software tasks. It includes the ability to operate computer systems and associated peripheral equipment including servers, monitors, disk-drives, printers and modems. Support may be requested in mainframe, minicomputer and/or personal computer environments and in field sites. The technical assistance may include database maintenance, performance monitoring and tuning, networking and telecommunications support.

#### **C.5.1.35 Independent Verification and Validation (IV&V)**

Processes, procedures and methods that provide an independent monitoring of the development and/or maintenance of IT systems. Software verification and validation (V&V) assists the development organization build quality into the software during the software life cycle. The validation "validates" that the software meets the user's needs, and verification "verifies" that the system is well engineered. Validation includes verification of technical requirements, design, test programs and other program activities to ensure that they are comprehensive, comply with required law, regulations, best practices and industry standards, as well as represent the best solutions to the government's mission and operational requirements. It produces workable solution options to issues, risks, or concerns identified during the verification process. IV&V activities are performed by an agency or a contractor that is not under the control of the organization that is developing the software.

#### **C.5.1.36 Data Warehousing / Data Mining**

Build data warehouses to collect transaction data to allow for easier and faster querying and reporting. Design an environment that allows non-technical personnel to write and maintain queries and reports and/or to provide a means to speed up the writing and maintaining of queries and reports by technical personnel. Simplify the process required to query and report data from multiple systems and/or external sources and/or data stored for query/report purposes only. Build data mining models to allow clients to make better use of the data in their databases. Data mining uses a combination of machine learning, statistical analysis, modeling techniques and database technology to find patterns and subtle relationships in data and infers rules that allow the prediction of future results.

#### **C.5.1.37 Field Site Operational Support - (Short and Long-Term)**

Provision of IT-skilled personnel permanently in major client organization offices (long-term). Their purpose is to provide assistance to local managers in the performance of various IT functions such as local requirements analysis, systems change requests, implementations, on-the-job training in the use of various COTS hardware and software and in-house developed systems. Generally these personnel will be located in major metropolitan areas but will involve occasional travel (short-term) to smaller, more remote field offices to provide similar services at those offices whose workload cannot justify permanent support.

### **C.5.1.38 Records/Document Management and Information Distribution**

Use of automated systems to manage and distribute records and documents. Records management includes, but is not limited to, data entry, tracking, archiving and destruction, reporting and security of paper records through the use of automated tools such as bar-coding. Document management includes, but is not limited to, records management and the use of automated tools to assist in gaining control over revision cycles, tracking revision history, setting user authorizations, redlining, multiple department communications and data-sharing, and storing the metadata about an organization's documents to assist in search and retrieval.

### **C.5.1.39 Data Conversion**

Data conversion and migration services to move data between existing client organization systems and between existing and new systems. This could be across operating systems and/or hardware platforms or between different databases. It applies to client organization application files and end-user database files. Activities include creating file inventories, developing procedures for, and conducting, data conversions and ports, and acceptance testing activities. Also includes developing procedures and proposed methods for performing file migration with a minimum disruption to end-users.

### **C.5.1.40 Data Entry**

Initialization of data collection processes to capture existing unstructured data to validate data being captured, verify integrity of data collected, and assure all data captured complies with data administration standards. Includes system data dictionaries and documentation to support data collection functions. Personnel may operate keyboard-controlled data entry devices to transcribe data into forms suitable for computer processing. The work requires experience and judgment in searching, interpreting and selecting items from a variety of source documents.

### **C.5.1.41 Other IT-Related Services**

Examples include technical and quality reviews, documentation of existing systems and procedures, preparation of IT standards and procedures, preparation and performance of special presentations, provision of IT training, document analysis, data collection and operational analysis.

## **C.5.2 Information Systems**

### **C.5.2.1 System Types**

Task orders may require SDLC support for virtually any type of information system. It is likely that the following system types will require support under the ITSS-4 contracts:

1. Infrastructure Systems. These systems provide the primary infrastructure upon which much of the operational and administrative systems run. Infrastructure systems include basic WAN and LAN routing and switching systems, security systems such as firewalls and intrusion detection/prevention systems, load balancers, virtual resource managers (DNS, IP Addresses, DHCP, etc.), utility services (Time, DNS, Virus Definition distribution, patching, system administration, logging, monitoring, management, common UI administration, etc.), virtual environment/machine management environments, database environments, application hosting

environments, common text and video messaging environments, common user/identity repositories, collaboration environments, trouble ticketing systems, file sharing environments and systems and other systems which provide a common infrastructure solution for multiple components and/or agencies.

2. Administrative Systems. These systems provide operational support for administrative functions such as procurement tracking, property management, inventory control, etc., and may interface with financial management, human resource, and other types of systems. Also included are Decision Support Systems that retrieve high level information accurately and expeditiously, and are intended to aid managers and executives in making management decisions. Inventory Control systems include the management and tracking of real and other property owned by the user and may involve development, operation, maintenance of systems, application programs and databases associated with inventory management. Property Management systems track data relating to the various aspects of the property in an organization. This serves as a management resource for obtaining timely and accurate data for the status, location, availability, specifications, condition and history of all pieces or sets of property.
3. Financial Management Systems. These systems involve the day-to-day tracking of financial allotments, apportionments, budgets, obligations, expenditures, payments, reimbursements, refunds and transfers. They include also the development and provision of data for use in budget formulation and obligation control. Systems or subsystems may include general ledger, disbursements, accounts receivable and payable, purchasing and job cost-accounting.
4. Human Resource Systems. These systems involve processing of personnel and payroll actions for various user organizations. The systems also provide data on equal employment opportunity, application tracking, position management, personnel security, and training.
5. Case Management/Tracking Systems. These systems provide detailed and aggregate information on cases and matters, summary information on the implementation of Departmental priorities, and operational management information such as stages-of-case-proceedings. These systems also provide summary-level case management information to meet senior management and administrative needs, and to respond to Congressional and oversight agency queries.
6. Litigation Support Systems. These systems support the litigation of cases involving many documents. They help the legal staff in performing tasks critical to successful litigation including document production, information retrieval, information transfer, information analysis, activity management, and preparation for in court presentations. This support aids attorneys and paralegals in performing generalized legal research, document control, case-file information-handling, and in court presentation before jurors.
7. Law Enforcement Systems. These systems are used to give information, insight and trends concerning law enforcement activities. The systems are developed as tools to help in enforcement activities and collect data from diverse sources (both automated and non-automated systems, public, and Government sources). Enforcement activities are divided into two groups: Intelligence and Operations. Enforcement intelligence groups use Law Enforcement Systems to establish covert criminal trends, establish links between seemingly separate criminal activities, and identify activities of criminal organizations, while Enforcement Operations use these systems to gain information on suspects, gangs, and criminal

organizations before and after establishing a case. Law Enforcement Systems are also used to give Law Enforcement Agents information to identify the location and description of a suspect(s), and information necessary to capture a suspect as safely as possible.

8. Geographic Information Systems. These systems extract information from maps, photographs and demographic reports and record it in computer databases. The output products may include statistical reports, maps and graphics that represent statistical relationships, such as bar charts or area maps. The output graphically explains specific conditions, such as population densities or property ownership.
9. Electronic Commerce. These systems support the transfer of documents and business transactions over local and wide area networks (using standard protocols such as X12, X.400 and X.435 and standards being developed by industry and the Federal Government) and the Internet. Electronic Data Interchange and electronic fund transfers are examples of electronic commerce.
10. Video Conferencing. This includes the real-time, two-way transmission of voice and images between two or among more locations.
11. Electronic Document Management. Electronic document management (EDM) systems provide automated tools to electronically organize documents and coordinate their processing for developing, revising, tracking, and distributing documents throughout the life-cycle of the documents. EDM software and services include, but are not limited to, managing/controlling access to information from any source; managing revisions; providing users with efficient information access; automatically taking documents through the review, revision, and approval process; assuring that, as any key information changes, all dependent information changes as well; ensuring users have access to the most recent version of a document as soon as possible; providing the ability to import, assemble, store, and reuse information from any source (data, text, spreadsheets, graphics, images, CAD, voice, video); and, giving users intelligent access to information from any source for viewing or virtually any computer platform.
12. PMO Support Systems and Tools. These systems provide a collaborative environment for the PMO and associated project teams to manage projects through use of a centralized repository system. Tools will include those which will integrate or track program and project plans from inception through closure such as Project Server and SharePoint, and will be able to provide consolidated reporting or dashboards for tracking and measurement analysis. The document repository system should include features such as version control, change control management, workflows for approvals, feedback, and dispositions.
13. Mashup Systems. These systems are web-based applications that combine data or functionality from two or more external sources to create a new service. For example, Geographic Information Systems (GIS) could be incorporated with other applications as mashups.
14. Mobile Solutions. These systems provide tools and techniques to deliver solutions to a mobile workforce, including solutions working in a connected and disconnected state via mobile devices including mobile computers, personal digital assistants and smart phones.

### C.5.2.2 DBMS and Language Types

Task orders may require SDLC support for virtually any type of software application, database management system (DBMS), and language. The tools listed below are representative of the kinds of tools likely to be required to support Work Plan Requests (WPRs). Individual WPRs will identify the specific tools that will be used, including tools beyond this list.

1. Oracle/Oracle Tools
2. Java and Java tools
3. ASP.NET
4. Azure Services Platform
5. Remedy
6. BMC Patrol
7. HP OpenView
8. CiscoWorks and other ACS products
9. Sourcefire
10. Fortinet
11. OpNet
12. Splunk
13. Syslog NG
14. NetFlow
15. VMWare
16. RIMM Blackberry Enterprise server
17. ArcSight
18. Foundstone
19. AppDetective
20. Proofpoint mail gateways
21. iPhone OS 3.x Application SDK
22. Browsers
23. C, C++
24. Microsoft Products:
  1. MS Access
  2. MS SharePoint including MOSS 2007 and beyond
  3. Exchange 2003 / 2007
  4. SQL Server 2005 and beyond
  5. ILM/FIM
  6. SMS, SCCM, SCOM, MOM, all versions
25. Symantec Products: Endpoint protection; Net Backup, SVS
26. Guardian Edge, Credant and other data at rest
27. Applied Identity ID Unify
28. ActiveIdentity middleware and OCSP middleware software for smartcards
29. Pointsec
30. WSUS
31. LanDesk, all modules
32. Sybase
33. DB2
34. Rational Tools
35. HTML, XML
36. SQL Server

37. Web Portals, Web Services, Web 2.0
38. .Net
39. Adobe/PDF and other image file formats, Adobe LiveCycle, Creative Suite
40. Business Objects
41. Siebel
42. ESRI Products
43. PerlScript
44. SAN Technology including NetApp SAN and storage solutions
45. Apache Tools (Tomcat, Struts)
46. Hibernate
47. Nagios
48. COREL products including Word Perfect Office

The following are considered legacy DBMS and language types and may require operational support under the ITSS-4 contracts:

1. End-User Personal Computer Software (1-2-3, etc.)
2. Powerbuilder
3. Optimal J
4. Model 204

### **C.5.2.3 Computer Environment and Operating Systems**

Task orders may require SDLC support for virtually any type of computer environment or operating system.

It is likely the following types and their successors will require support under ITSS-4 contracts:

1. IBM System 390 compatible mainframe computers
2. IBM AS/400
3. Intel compatible microcomputers
4. Unix servers
5. Client/Server (Cooperative computer interaction)
6. Netware (Network Operating System)
7. Windows Server 2003/2008
8. Windows XP/Vista/Windows 7
9. Microsoft Office 2003, 2007, 2010, and beyond
10. Unix/TCP-IP (Operating systems: Solaris, SCO, HP/UX, AIX, etc.)
11. Thin Client
12. n-Tier
13. VMware
14. Linux (Redhat)
15. Sun Solaris; for server OS Windows 2003/2008; for desktop (2007, 2008, Vista)

The following are considered legacy environments and operating systems and may require operational support under the ITSS-4 contracts:

1. Model Driven Architecture (MDA)
2. Class C2 System (Systems conforming to a C2 level of trust)
3. Windows Server 2000
4. Windows 2000

## **C.6 Staffing Requirements**

(a) The Contractor shall provide only personnel who are fully qualified and competent to perform their assigned work and who possess the basic qualifications for each labor category listed below. In addition to the basic qualifications, the qualifications of personnel assigned to each task performed under this contract shall include the specific expertise required for the performance of the task order.

1. Program Manager
2. Task Manager
3. Business Process Reengineering Specialist
4. Program Management Specialist
5. Enterprise Architect
6. Configuration/Data Management Analyst
7. Information Systems Security Specialist
8. Computer Security Systems Specialist
9. Data Security Specialist
10. Information Systems Security Engineer
11. Cyber Security Specialist
12. Systems Security Architect
13. Systems Engineer
14. Systems Programmer
15. Systems Analyst
16. Software Engineer
17. Programmer Analyst
18. Programmer
19. Management Analyst
20. Integration & Test Engineer
21. Communications Specialist
22. Telecommunications Engineer
23. Network Engineer
24. Network Administrator
25. Quality Assurance Analyst
26. Software Tester
27. IV&V Test Engineer
28. Systems Administrator
29. Database Administrator
30. Web Designer
31. Web Software Developer
32. Web Content Administrator

33. Data Warehousing/Mining Specialist
34. Technical Support Specialist
35. Help Desk Manager
36. Help Desk Specialist
37. Training Specialist
38. Computer Operator
39. Administrative Specialist
40. Technical Writer
41. Graphics Specialist
42. Data Entry Specialist
43. Expert Consultants - Various Disciplines and Skills

(b) U.S. Citizenship Security Clearance Requirements. Each employee of the Contractor providing IT support services under this contract is subject to the DOJ security clearance requirements described in Section H.4. The basic security provisions in Section H.4 of this solicitation/contract DO NOT cover or call for classified information processing or personnel with clearances above the Sensitive But Unclassified level. However, there is nothing in the contract which restricts client agencies from including such higher level requirements in their individual Work Plan Requests, task order statements of work, or task order statements of objectives for performance based service tasks.

(c) Contractor personnel may be required to travel for extended periods under certain task orders. Such travel is not routinely required.

(d) Note that the DOJ specified labor categories are not intended to cover all of the Contractor's management positions and supplemental categories, if any. The Contractor is expected to provide competent overall contract management; this management is not separately billable to the Government, apart from the Program Manager when funded by DOJ under a task order.

(e) The Contractor is also required to provide administrative services as part of its normal business operations and overhead; in most cases these administrative services are not separately billable. However, if the report is specifically called for as a deliverable under the contract or within a task order, the time expended to prepare such reports is billable at the appropriate hourly rates. The Contractor shall provide its own facilities, equipment, etc., for management, administrative, and logistical staff; these facilities, equipment, etc. are not separately billable to the Government.

### **C.7 Government Furnished Property and Equipment**

(a) Government Furnished Property (GFP). Any items of GFP, such as office space, to be furnished by the Government will be identified in the Work Plan Request and the specific task order.

(b) Government Furnished Equipment (GFE). Any items of GFE, such as office equipment, desktop workstations, and office supplies to be furnished by the Government will be identified in the Work Plan Request and the specific task order.

(c) The Contractor shall ensure that reasonable measures are taken to safeguard and protect any GFP and GFE from theft, loss, or breakage.

**SECTION D – 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) Preservation, packaging and packing for all items delivered hereunder shall be in accordance with commercial practice and adequate to insure acceptance by common carrier and safe arrival at destination. The Contractor shall place the contract number on or adjacent to the exterior shipping label.

(b) All information submitted to the Contracting Officer or the Contracting Officer's Technical Representative (COTR) shall include the contract number. Each package, report, or other deliverable shall be accompanied by a letter or other document that identifies the deliverable Item Number or Report Requirement that requires the delivered item(s) and indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

**SECTION E – INSPECTION AND ACCEPTANCE**

**E.1 Inspection and Acceptance**

(a) Inspection of all support services performed under individual task orders will be performed by the COTR, the Government Task Manager (GTM), or his/her authorized designee(s), at the Government's site, or at the Contractor's site, in accordance with FAR clause 52.246-4 or 52-246-6 (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 specific requirements, (2) thoroughness with respect to content, and (3) quality with respect to the standards set forth in Section C or the task order.

(b) The Department shall have 30 days to inspect and accept items delivered/work performed under the task order. **If official Government acceptance has not been provided within 30 days of delivery, those items delivered shall be considered automatically accepted.** Rejected work and/or comments on all deliverables will be provided to the Contractor by the COTR as specified in the task order. Negative inspection results will be reported immediately to the Contracting Officer. 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 born as specified in the appropriate Section E.2 clause or as specified in the task order.

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

**E.2 FAR Clauses Incorporated by Reference**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

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

CLAUSE NO.	DATE	TITLE
52.246-2	Aug 1996	Inspection of Supplies - Fixed Price *
52.246-4	Aug 1996	Inspection of Services – Fixed Price
52.246-6	May 2001	Inspection - Time and Materials and Labor Hour
52.246-16	Apr 1984	Responsibility for Supplies *

\* These clauses apply to task orders containing requirements for equipment, software, or supplies. Additional inspection and acceptance requirements for services and supplies may be specified on individual task orders.

## ***SECTION F – DELIVERIES OR PERFORMANCE***

### **F.1 Term of Contract**

The Base Period of Performance shall be from date of award through September 30, 2011. In addition, the contract contains six (6) one-year Option Periods that may be exercised at the unilateral discretion of the Government.

#### **F.1.1 Option to Extend the Term of Contract**

This contract may be extended, at the option of the Government, at the prices stated in Section B, for a period of one (1) year or fractions thereof by the Contracting Officer giving written notice of the Department's exercise of such option to the Contractor at any time during the term of this contract. Such exercise shall not have effect unless the Contracting Officer has given preliminary written notice of the Department's intent to exercise such option at least thirty (30) days prior to the last day of the term of the contract. Such preliminary notice shall not be construed as an exercise of the option, and will not bind the Department to exercise the option. If the Department exercises such option, the contract period shall commence running on the next day following the expiration of the contract term which was in effect prior to the Department's exercise of such option, and the contract, as extended, shall be deemed to include this option provision; provided, however, that the total duration of this contract, including the exercise of any options under this clause, shall not exceed 88 months after the award date of the contract (see F.1.2 for circumstances allowing an additional six (6) month extension).

#### **F.1.2 Option to Extend Services (NOV 1999) FAR 52.217-8**

(a) The Department may require continued performance of any services within the limits and at the rates specified in Section B of this contract under Option Year 6 (OY6). These rates may not be adjusted. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months.

(b) The Contracting Officer may exercise this option by giving written notice to the Contractor at any time during the term of this contract.

### **F.2 Delivery Schedule**

This contract requires the delivery of certain reports under Sections C.4.5 and G.3. All other deliverables will be specified on task orders to be issued under this contract.

### **F.3 Observance of Legal Holidays/Federal Non-Work Days**

(a) For work to be performed at Government site(s), the Contractor must establish a standard holiday schedule that exactly coincides with the Government's schedule for employees working on a Government site(s). Holidays observed are listed below. For Government site work, holidays and other non-work days are not billable unless work is specifically requested by the Government and

productive hours are performed on those days. For work to be performed at Contractor site(s), the Holiday schedule may differ if it is customary practice (For example, when the day after Thanksgiving is given in lieu of Columbus or Veterans' Day). The following is a list of the official Federal Government holidays:

- (1) New Year's Day;
- (2) Martin Luther King's Birthday;
- (3) President's Day;
- (4) Memorial Day;
- (5) Independence Day;
- (6) Labor Day;
- (7) Columbus Day;
- (8) Veterans' Day;
- (9) Thanksgiving Day;
- (10) Christmas Day; and
- (11) Inauguration Day (every fourth year) (Washington, D.C.)

(b) No work shall be performed by Contractor personnel on Government facilities on Federal holidays or other non-work days without prior written approval of the COTR. Work performed on holidays, weekends or other non-work days shall be billed at the "One Rate" unit prices as defined in Section B.

(c) There are certain types of irregularly occurring circumstances that prompt the Government to close its offices where Contractor personnel are working, either on a national or local basis (e.g., bomb threats, inclement weather, power outages, death of a national figure, acts of terrorism, or funding lapses). Contractor staff shall not work at Government sites if the Government site is closed, and the Contractor may not bill for hours not worked. However, Contractor staff assigned under the task to work at contractor sites may work and the Contractor may bill for productive hours if the Contractor site is open for business and not affected by the above closure circumstances.

(d) Non-work due to the Government closing its facility(ies) is not an expense directly reimbursable to the Contractor by the Government, since no productive hour of labor was received by the Government. However, nothing in this contract prevents the Contractor from compensating its employees for time not worked during the above circumstances. The Contractor has considered these facts in crafting its overhead rates and policies.

#### **F.4 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 contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the 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.5 Delivery of Redacted Proposal**

Within fifteen (15) days after contract award, the Contractor shall provide the Contracting Officer with a copy of its Technical and Price proposals, as amended, 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.

**F.6 FAR Clauses Incorporated by Reference**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

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

CLAUSE NO.	DATE	TITLE
52.242-15	Aug 1989	Stop-Work Order
52.242-17	Apr 1984	Government Delay of Work
52.247-34	Nov 1991	F.O.B. Destination
52.247-35	Apr 1984	F.O.B. Destination, Within Consignee's Premises

## **SECTION G – CONTRACT ADMINISTRATION DATA**

### **G.1 Responsibilities for Contract Administration**

#### **G.1.1 Contracting Officer**

(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:

Contracting Officer: Connie H. Simmons  
U.S. Department of Justice  
Procurement Services Staff  
145 N Street, NE, Room 8E.103  
Washington, DC 20530  
Telephone: 202-307-1988  
Fax: 202-307-1933  
e-Mail: [connie.h.simmons@usdoj.gov](mailto:connie.h.simmons@usdoj.gov)

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

#### **G.1.2 Contracting Officer's Technical Representative (COTR) and Government Task Managers (GTMs)**

(a) The performance of work required herein shall be subject to the technical direction of the cognizant Contracting Officer's Technical Representative (COTR) or assigned Government Task Managers (GTMs), with respect to technical matters pertaining hereto. The GTMs for this contract are specified in each task order award. These persons are qualified and responsible employees of the Government agency for whom the order work is performed. 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 of the contract or task. "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 or task. To be valid, technical direction:

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

(b) The COTR or assigned GTMs are 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 or task; 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) The COTR or the assigned GTMs do 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 or task. 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 signed correspondence.

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

Douglas M. Wooldridge  
U.S. Department of Justice  
Justice Management Division  
Enterprise Solutions Staff  
Contracts Management Service  
145 N Street, NE, Room 3W.719  
Washington, DC 20530  
Telephone: 202-514-3284  
e-Mail: [douglas.m.wooldridge@usdoj.gov](mailto:douglas.m.wooldridge@usdoj.gov)

(e) 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.1.1.

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

## **G.2 Contractor Representatives**

### **G.2.1 Contract Administration**

(a) The Contractor's representative to be contacted for all contract administration matters:

Name: [Offeror to provide this information in its proposal]  
Address:  
Voice:

Mobile:  
Fax:  
Email:

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

## **G.2.2 Program Manager**

(a) The Program Manager is:

Name: [Offeror to provide this information in its proposal]  
Address:  
Voice:  
Mobile:  
Fax:  
Email:

(b) The Program Manager's responsibilities are described in Section C.4.4.2.

## **G.3 Reports**

### **G.3.1 Tracking/Progress Reports**

The various tracking and reporting requirements are set forth in Section C.4.5.

## **G.4 Payment**

### **G.4.1 General Invoice Requirements**

(a) The Contractor shall render original invoices for work performed during the previous month upon successful completion (full or partial) of each requirement, but not more frequently than once per month, to the COTR at the address identified in Section G.1.2. 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 following information and/or attached documentation shall be included with the invoice (as applicable):

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number;
- (4) Task order number;
- (5) Project number/title;
- (6) Period covered by the invoice;
- (7) CLIN number and description, quantity, unit price and extended total for the

- period covered;
- (8) Cumulative amounts billed by CLIN to date;
- (9) Shipping and payment terms;
- (10) 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); and
- (11) Taxpayer Identification Number.

(c) The COTR, after receiving approval from the client organization, will certify the invoice for payment and forward the invoice to the Finance Office specified in paragraph (e) below for payment, and retain for his/her records a copy of each approved/certified invoice. Note: The Government may request the Contractor to submit invoices directly to customer organizations for processing.

(d) Any invoices which are not properly invoiced, or otherwise rejected for services/supplies not received or accepted, will be returned to the Contractor by the COTR with appropriate explanations. The COTR shall notify the Administrative Contracting Officer in these instances.

(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  
145 N Street, NE, Room 7E.1002  
Washington, DC 20530

(f) All follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification should be directed to the DOJ Vendor Assistance Hotline (202) 616-6260.

#### **G.4.2 Fixed-Price Task Orders**

The Contractor shall render invoices upon successful completion of each separately priced item in the task order as described in Section G.4.1, but, not more frequently than once per month. This means partial payments for partial deliveries are authorized, per instructions on task orders.

#### **G.4.3 Time-and-Materials or Labor-Hour Task Orders**

(a) Payment for 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). In addition to the requirements contained in Section G.4.1, 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 Table B-2 CLIN;
- (2) Itemization of all documented task proposed other direct cost (ODC) items by appropriate Table B-3 CLIN with supporting documentation (including subcontractor/supplier proposals and quotations);

- (3) Itemization of all CLIN X104 actual transportation and per diem expenses being claimed in accordance with Part 31 of the FAR and Section B.5 with supporting documentation. Contractor requests for reimbursement must contain legible copies of individual receipts for all miscellaneous items of \$20.00 value or higher. Each miscellaneous item of less than \$20.00 value (e.g., meals) must be documented but may be included on a mass voucher rather than with individual item receipts; and
- (4) The appropriate Handling Charge Amounts (HCAs) as computed from the Handling Charge Factors, not to exceed the applicable HCF ceilings stated in Section B of the contract.

(b) The COTR, after receiving approval from the client organization, will certify the hours worked, ODC items (if any) and satisfactory completion of all work and services billed.

#### **G.4.4 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 supplies delivered or services rendered in accordance with Section E 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 acceptance occurs. If the products are rejected or services deficient, the provisions of this clause will apply to the date the Government receives corrected/replacement products or the date the contractor corrects the deficiencies in services.

#### **G.4.5 Taxpayer Identification Number**

The Contractor must include its corporate Tax Identification Number (TIN) and/or its Employer Identification Number (EIN) on each invoice submitted for payment under this contract. This information is required, for example, in order for the Government to comply with the requirement to file Internal Revenue Service Information returns pursuant to the Internal Revenue Code. Invoices received that do not include the required information will be returned to the Contractor without payment. (Note: This information should be entered in the address block on the invoice). Failure to provide a Social Security Number when the Contractor is a sole proprietor or individual may mean that the invoice cannot be processed within the DOJ or other agency user systems.

#### **G.4.6 FAR Clauses Incorporated by Reference**

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

CLAUSE NO.	DATE	TITLE
52.204-7	Apr 2008	Central Contractor Registration
52.232-33	Oct 2003	Payment by Electronic Funds Transfer – Central Contractor Registration

**G.5 Pricing of Adjustments**

When costs are a factor in any determination of a contract price adjustment pursuant to the "Changes" Clause, or any other clause of this contract, such costs shall be treated in accordance with the contract cost principles and procedures in Part 31 of the Federal Acquisition Regulation in effect on the date of the contract.

**G.6 Security Programs Manager (SPM)**

(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:

Mark Miller  
DOJ/JMD/ESS/Contracts Management Service  
U.S. Department of Justice  
145 N Street, NW  
Washington, DC 20530  
Telephone: 202-514-4766

(d) The personnel security requirements of this contract are set forth in the Sections C.4.4.5, H.4 and H.14 of this 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.

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

### **H.1 Ordering**

#### **H.1.1 General**

(a) Any supplies and services to be furnished under the ITSS-4 contracts shall be ordered or confirmed by the placement of task orders by the Procurement Services Staff (PSS) Administrative Contracting Officer (ACO) set forth in Section G. No other individuals are authorized to place orders. Such orders may be issued anytime during the term of this contract (see Section F.1). Task orders may be issued orally, in writing (paper) or by electronic commerce methods. All oral orders must be confirmed in writing.

(b) Only the Justice Management Division, Procurement Services Staff, is authorized to place orders with the Contractor(s).

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

(d) Any order issued during the effective period of the 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 183 days (i.e. six months) beyond the expiration date of the contract, unless as authorized in writing by the ACO. [For example, when a “completion” style task order required more than the 183 days to complete the work.] 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.

(e) Funds for other than the minimum guarantee will be obligated by each task order.

(f) There are no minimum or maximum dollar amount limitations for individual task orders placed under the ITSS contracts. The (cumulative) ceiling amount of all orders placed under the ITSS-4 contracts is specified in Section B.2. Each task order issued hereunder will contain a dollar ceiling which the contractor shall not exceed except at its own risk.

(g) 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 by the authorized PSS Contracting Officer.

(h) Since multiple awards will be made, after meeting the minimum guarantee requirement for each contract (see Section B.2), determinations as to which contractor(s) will receive individual task orders will be at the sole discretion of the Government following the procedures set forth in H.1.2 below. Such determinations will be made on the basis of what is in the best interests of the Government, taking into account factors such as availability and suitability of contractor resources, quality of contractor past performance, and price.

(i) Other Federal agencies may use the ITSS-4 contracts on a non-mandatory basis to satisfy requirements for IT support services. It should be noted that the ITSS-4 contracts are considered Multiple Agency Contracts (MACs), NOT Government-wide Acquisition Contracts (GWACs). Economy Act determinations are the responsibility of the ordering Non-DOJ Agency. The bundling reviews and determinations required under FAR Part 7.104 and 7.107 are the responsibility of ALL client organizations (DOJ and Non-DOJ), *prior* to requisitioning DOJ to utilize the ITSS-4 contracts. All orders for other Federal agencies must be processed by the DOJ ITSS Program Office and issued by the DOJ/ Justice Management Division (JMD)/ Procurement Services Staff (PSS) Contracting Officer as described in this contract. Orders for other Federal agencies need not be synopsisized on the Federal Business Opportunities (FBO) website and no further price analysis is required before placing orders for other agencies.

### **H.1.2 Fair Opportunity Competitions**

(a) The Department intends to compete each task order to the maximum extent practicable by issuing a Work Plan Request (see Section C.4.2) to each ITSS Contractor. The only exceptions to this method of consideration are:

- (1) The agency need for the supplies or services is so urgent and compelling that providing the opportunity would result in unacceptable delays;
- (2) Only one contractor is capable of providing the supplies or services at the level of quality required because the supplies or services are unique or highly specialized;
- (3) The order should be placed on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all ITSS-4 Contractors were given a fair opportunity to be considered for the original order; or
- (4) It is necessary to place an order to satisfy a minimum guarantee.

(b) The Department may use oral proposals and streamlined procedures, in lieu of requesting a written proposal when placing a task order. In such instances the Contracting Officer will exercise broad discretion in ensuring that each ITSS-4 Contractor is provided a fair opportunity to be considered for the order.

(c) The ITSS-4 contractors are encouraged to bid on the maximum numbers of WPRs to enhance competition. While there is no minimum WPR response rate, the Contracting Officer will consider the Contractors' response rate (to WPRs) when exercising the option periods.

(d) No protest under FAR Subpart 33.1 for task orders under \$10M is authorized in connection with the issuance or proposed issuance of a task order under the ITSS-4 contracts except for a protest on the grounds that the order increases the scope, period, or maximum value of the ITSS-4 contracts.

### **H.1.3 Task Order Performance**

For task orders issued on a time-and-material or labor-hour basis, the Government shall not be obligated to pay the Contractor any amount in excess of the total (ceiling) price identified in the task order, and the Contractor shall not be obligated to continue performance if to do so would exceed the

applicable ceiling price, unless and until the Contracting Officer has notified the Contractor, in writing, that the applicable ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under the task order (see Section I.1, clause 52.232-7 for the Contractor's notification responsibilities to the Government as it accrues costs reaching 85% of the then current task ceiling).

#### **H.1.4 Performance Incentive Awards**

(a) The Department may, at its option, include provisions for a Performance Incentive Award (PIA) in any Work Plan Request issued under the ITSS-4 contracts. The purpose of a PIA is to provide additional incentive for the Contractor to perform at a high quality level on a particular task order. The purpose of this section is to establish a general framework for the PIA and not to establish specific evaluation criteria or weights.

(b) For those task orders where a PIA is to be considered by the client agency, a Performance Incentive Plan (PIP) will be issued with the WPR. The PIP will contain the definition of the PIA periods, the maximum PIA percentage, and (when the Task Order is placed under contract) the total PIA amount and the allocation of that amount to the PIA periods. The procedures and criteria contained in the PIP may be changed unilaterally by the Contracting Officer no later than fifteen (15) calendar days after the start of the relevant PIA period. Any such alterations shall not change the total available PIA potential for the task order nor change the PIA earned by the Contractor in any completed PIP period.

#### **H.1.5 Task Order Evaluation Reports**

(a) The Department will require the client agency to prepare a formal evaluation report on and assign a performance rating to the Contractor's performance of each task order or group of task orders. For on-going, long term task orders, these reports may be done on an annual or more frequent basis. These reports will be made available to the Contractor in accordance with FAR Section 42.15.

(b) The reports will be considered in the Department's unilateral exercise of option year renewals (see Section F.1.1), and when placing additional task orders. The Department will make available the evaluation reports to Federal agencies seeking past performance information on the Contractor as part of a Federal contract procurement.

#### **H.1.6 Release of Claims**

After completing each task order, and prior to final payment, the Contractor shall furnish to the Contracting Officer, a release of claims against the United States arising out of the task order, other than claims specifically excepted from the operation of the release. Copies of the required form may be obtained from the Contracting Officer at the address listed in Section G.1.2.

#### **H.1.7 Agency Task Order Ombudsman**

The designated agency Task Order Ombudsman for IDIQ type contracts awarded by the Department of Justice, Procurement Services Staff is:

Ms. Cleopatra Allen  
Department of Justice  
Procurement Policy and Review Group

Management and Planning Staff  
145 N Street, NE  
Washington DC 20530

Telephone: (202) 616-3758  
Facsimile: (202) 514-6145  
Email: Cleopatra.Allen@usdoj.gov

Upon request(s), the above individual will review complaints from contractors and ensure they are afforded a fair opportunity to be considered for award of task orders consistent with the procedures in the contract.

## **H.2 Data and Property Rights**

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

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

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

## **H.3 Organizational Conflict of Interest**

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

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

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

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

#### **H.4 Security Requirements – UNCLASSIFIED**

(a) The work to be performed under this contract will involve 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) Duplication or disclosure of the data and other information 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.4.1 Contractor Personnel**

(a) All Contractor personnel will be subject to a Public Trust Investigation (PTI). Except where specifically noted otherwise (e.g., **H.4.1.5(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 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.4.1.1 Access to Unclassified Information**

(a) Contractor personnel 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.
- (2) Moderate Risk. Moderate risk positions are those positions that have the potential for moderate to serious impact on the integrity and efficiency of the DOJ. Duties involved are very important to the DOJ or program mission with significant program responsibility or delivery of services.
- (3) Low Risk. Low Risk positions are those positions that have limited potential for adversely affecting the national security operations of the Department.

#### **H.4.1.2 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, is 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 is 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-85, Questionnaire for Non-Sensitive Positions, is 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.4.1.3 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-85 Questionnaire for Non-Sensitive Positions -or- SF-85P Questionnaire for Public Trust 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-85/SF-85P are foreign nationals.
- (5) Confidentiality Agreement for Contractor and Subcontractor Employee. See separate Section H clause 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.4.1.4 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.4.1.5 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.4.1.3** 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.4.1.3(c)**.
  - (3) Ensure that completed security forms are forwarded to the appropriate investigating agency in accordance with appropriate internal procedures. The investigating agency will conduct the requisite investigations.
  - (4) Determine whether pre-appointment background investigation waivers will be needed, and if so, which positions will require such waivers. The 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.4.1.6 Identity Proofing and Badging.**

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

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

- (1) Contract employees must present two forms of identification in original form prior to commencement of work under this contract and badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID); and,
- (2) Contract employees must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed prior to commencement of work under this contract and badge issuance (as applicable), and must be documented by the DOJ official.

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

- (1) When any Contractor employees enter a DOJ building for the first time, the contract employees shall allow one hour for security processing and the fabrication of buildings access badges.
- (2) Building access badges shall be subject to periodic review by the Contractor's Supervisor and checked against the employee's personal identification. The contract employees shall present themselves for the issuance of renewed badges when required by the Government as scheduled by the 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.4.1.7 Replacement Personnel**

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

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

(c) Should the Contracting Officer determine that the Contractor has failed to comply with the terms of Section **H.4.1.5(a)**, the Contractor may be held monetarily responsible, at a minimum, for all reasonable and necessary costs incurred by the Government to (a) provide coverage (performance) through assignment of individuals employed by the Government or third parties in those cases where absence of Contractor personnel would cause either a security threat or DOJ program disruption and (b) conduct security investigations in excess of those which would otherwise be required.

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

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

#### **H.4.2 Contractor Facility**

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

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

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

- (1) Kept under constant review by an authorized person who is in a physical position to exercise direct security controls over the material;
- (2) Covered, turned face down, placed in storage containers, or otherwise protected when unauthorized persons are present;
- (3) The room containing the materials must be locked when vacated for short periods of time; and
- (4) Returned to storage containers/areas as soon as practical after use.

#### **H.4.3 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 information does not remain on the storage media, including hard disks and floppy disks, when the PC is removed from the Contractor's area for maintenance or other use. Maintenance personnel must be escorted and monitored by Department or Contractor personnel when allowed to perform on-site maintenance for the equipment. The storage media must be removed from the PC prior to removal of the PC from the area for maintenance.

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

#### **H.4.4 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) 46-3, Data Encryption Standard (DES) and "Security Level 1" of FIPS 140-2, Security Requirements for Cryptographic Modules, or their successors.

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

#### **H.5 Confidentiality of Computer Systems**

Any Contractor computer systems or databases utilized in the performance of this contract and/or Contractor personnel shall not be programmed to intentionally divulge or release any information

utilized under this contract except as required by the contract, the task order, or as directed by the Contracting Officer or COTR.

#### **H.6 Standards of Conduct**

(a) In performing this contract, Contractor personnel may be required to interact with government and non-government officials at various levels. The Contractor shall ensure that all its personnel assigned to this contract conduct their work in a courteous, professional and responsible manner, both in appearance and in deed. The standards of conduct for DOJ and/or other client agency employees at the facility(ies) where the task services are rendered shall apply to all ITSS-4 Contractor personnel working on or at the same DOJ owned or leased work space(s).

(b) Guidelines for the Contractor to screen its proposed employees for suitability and conduct are contained in Attachment 3 of this contract – but these are not a substitute for other standards of conduct which may also apply at the facilities where services will be rendered.

#### **H.7 Contractor Responsibility for Assigned Space and Equipment**

(a) The Contractor shall be responsible for maintaining all assigned work space(s) in a clean and orderly fashion during the period of this contract. Furniture as may be assigned to the space(s) shall remain in place and not be removed from these areas.

(b) The Contractor shall be solely responsible for exercising control over any supplies, materials and equipment belonging to either its employees or the company which may be utilized on the Government's site.

#### **H.8 Indemnification**

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

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

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

## **H.9 Publicity**

(a) Press releases or other publicity such as website announcements made in connection with this contract shall not be made by the Contractor, unless and until prior written consent has been provided from the Contracting Officer. The ITSS-4 Contractor shall submit its draft press release(s) to the Procuring Contracting Officer (PCO), who shall coordinate the language with the DOJ Office of the Chief Information Officer (CIO), and the DOJ Office of Public Affairs (OPA), prior to giving final authorization. This process has been known to take anywhere from fifteen to thirty (15-30) days to complete from receipt of a draft press release and the ITSS-4 Contractor acknowledges this fact when signing the contract.

(b) In order to provide equity of processing press releases or other award announcements, all ITSS-4 Contractors shall submit their drafts within two business days after award of the ITSS-4 contract(s) to the PCO. The PCO shall batch process and coordinate all the press releases to the appropriate offices specified above, and issue his/her written consent(s) at the same time to all ITSS-4 Contractors. If one or a low number of the press releases is/are holding up consent for the many, then the PCO reserves the right to provide consent to the many and continue processing the other press releases.

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

## **H.10 Freedom of Information Act Requests for Contractor's Proposal**

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

## **H.11 Subcontracts and Administrative Contracting Officer (ACO) Consent**

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

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

## **H.12 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.13 Insurance**

In accordance with clause 52.228-5 "Insurance - Work on a Government Installation" (see Section I.1) and this schedule, the Contractor shall acquire and maintain during the entire performance period of this contract insurance of at least the following kinds and minimum amounts set forth below:

- (1) Workman's Compensation and Employers' Liability Insurance in accordance with the amounts specified by the laws of the states in which the work is to be performed under this contract. In the absence of such state laws, an amount of \$100,000 shall be required and maintained.
- (2) General Liability Insurance - Bodily injury liability in the minimum amount of \$500,000 per occurrence.
- (3) Automobile Liability Insurance in the amount of \$200,000 per person and \$500,000 per occurrence for bodily injury, and \$20,000 per occurrence for property damage.

**H.14 Type of Contract (APR 1984) FAR 52.216-1**

This is a fixed unit price, indefinite delivery, indefinite quantity task order type contract. Individual task orders placed under the proposed contracts may be issued on a labor-hour, time-and-materials, or firm fixed-price basis.

**H.15 Small Business Subcontracting Plan Requirements**

(a) The Contractor's contract specific or approved corporate-wide plan shall provide for a fair portion of the work awarded to be subcontracted to Small, Veteran-Owned Small, Disabled Veteran-Owned Small, HUB Zone Small, Small Disadvantaged, and Women-Owned Small Businesses. Due to the uncertainty of exactly what work a given ITSS-4 contractor will capture after contract award, and in accordance with DOJ policy on this matter, there are no specific minimum mandated goals for small business subcontracting under this contract. The government-wide total goal is 40% of the *total planned subcontracting dollars*. The Offeror must set-forth in its proposal for this ITSS-4 contract what it believes are the fair and proper goals for each of the various types of small businesses listed in Attachment 5. The Government's suggested goals, based on statutory minimum levels, are as follows:

<b>Business Size</b>	<b>Suggested Percentage Goal</b>
Small Business	40%
Small Disadvantaged Small Business	5%
Woman-Owned Small Business	5%
HUBZone Business	3%
Veteran-Owned Small Business	3%
Service-Disabled Veteran Owned Small Business	3%

(b) The *total planned subcontracting dollars* can and will vary from contractor to contractor, depending on the Contractor's make or buy decisions made to obtain an ITSS-4 contract, and further to capture specific task work. The Contractors' proposed plan shall indicate the annual and total amount

of planned subcontract dollars and percentages of *planned subcontracting dollars* for all subcontracted business types, large or small.

(c) The Small Business Subcontracting Plan submitted by \_\_\_\_\_ dated \_\_\_\_\_, as definitized in Section H.24 concerning the delivery of reports, has been approved by the Contracting Officer and is incorporated herein and made a part of this contract as Section J, Attachment 5.

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

## **H.16 Facility Access**

### (a) Rights of Egress and Ingress

During the life of this contract, the rights of ingress to and egress from the Department of Justice facility for the Contractor's representatives shall be made available as required. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the conduct of personnel and the operation of the facility. The Government reserves the right to require Contractor personnel to "sign-in" upon entry and "sign-out" upon departure from the Department of Justice facility.

### (b) Building Access Passes

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

## **H.17 Personnel Requirements (Hiring)**

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

## **H.18 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 contract is prohibited. The terms "Contractor" and "contract employee" in this clause

include all entities and individuals that will perform under this contract, including the Contractor, team member, subcontractor, consultant, and/or independent contractor. It is understood that throughout performance of this contract, 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 contract performance, whether title thereto vests in the Department of Justice or otherwise. "Data" in this context also includes any information about the cases or investigations the contractor is working on, including the names and subject matters of the cases or investigations. 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.

This limitation specifically applies to the Contractor's management chain.

(b) The Contractor agrees to not disclose said data, any interpretations and/or translations thereof, or data derivative therefrom, 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 contract, 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 the Contractor or furnished by the Government in connection with the performance of this contract; 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 confidential data be asked to sign a Confidentiality Agreement (Attachment 3). It is the responsibility of the Contractor to assure that such Agreements have been signed before access to confidential data is permitted.

#### **H.19 Government Rights in Data and Computer Software**

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

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

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

#### **H.20 Reserved**

## **H.21 Section 508 Compliance**

By authorized signature on this contract, the contractor certifies that it shall comply with Section 508 of the Rehabilitation Act of 1973 where and when applicable, or when it has otherwise been determined by the Administrative Contracting Officer (for future acquisitions) that the Section 508 rules/guidance are applicable to individual Electronic and Information Technology (EIT) product or EIT service acquisitions made on behalf of DOJ under this ITSS-4 contract.

## **H.22 Security of Systems and Data Including Personally Identifiable Data**

### **A. Systems Security**

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.

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.

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.

B. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, 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).

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.

C. 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.

D. Pass-through of Security Requirements to Subcontractors

The requirements set forth in Paragraphs a through c, 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.23 Common Security Configurations in Information Technology (IT) Products and Services**

(A) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For

Windows XP settings, see: [http://csrc.nist.gov/itsec/guidance\\_WinXP.html](http://csrc.nist.gov/itsec/guidance_WinXP.html), and for Windows Vista settings, see: [http://csrc.nist.gov/itsec/guidance\\_vista.html](http://csrc.nist.gov/itsec/guidance_vista.html).

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

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

**H.24 Electronic Subcontracting Reporting System (eSRS) – Interim Procedures**

This solicitation and/or contract incorporates by reference, in Section I, FAR clause 52.219-9. Paragraph (j) of this clause requires contractors submit Standard Forms (SFs) 294 and 295 and ensure that its subcontractors agree to submit SFs 294 and 295.

On October 28, 2005, the Electronic Subcontracting Reporting System (eSRS) became operational and available for use by all federal civilian agencies and their contractors. The system is accessible on the internet at [www.esrs.gov](http://www.esrs.gov). Pending a formal change to FAR clause 52.219-9, the following language shall be used in lieu of that currently found in FAR clause 52.219-9(j):

“The requirement for the submittal of paper versions of the Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF-295, Summary Subcontract Reports, as provided in the Federal Acquisition Regulation (FAR) 52.219-9(j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The offeror’s subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.”

**H.25 Clauses Incorporated by Reference**

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

CLAUSE NO.	DATE	TITLE
52.216-22	Oct 1995	Indefinite Quantity - paragraph (d) insert “183 days from the last task order issued under the Option to Extend Services provision at F.1.2”.

## **H.26 Off-Ramp**

Each ITSS-4 Contractor is expected to participate in the ordering process by submitting proposals in response to Work Plan Requests (WPRs) for which the Contractor has a reasonable chance for award, to successfully perform the terms of their task orders, and to promptly improve performance when it does not meet the terms of the task orders. If an ITSS-4 Contractor does not meet these expectations, it is the Government's intent to "off-ramp" the Contractor by allowing the current Option Year to expire and not exercising any future Option Years.

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

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

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

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

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.

- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

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

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

## PART II – CONTRACT CLAUSES

### SECTION I – CONTRACT CLAUSES

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

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

CLAUSE NO.	DATE	TITLE
52.202-1	Jul 2004	Definitions
52.203-3	Apr 1984	Gratuities
52.203-5	Apr 1984	Covenant Against Contingent Fees
52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government
52.203-7	Jul 1995	Anti-Kickback Procedures
52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	Sep 2007	Limitations on Payments to Influence Certain Federal Transactions
52.203-13	Dec 2008	Contractor Code of Business Ethics and Conduct
52.203-15	Mar 2009	Whistleblower Protection under the American Recovery and Reinvestment Act
52.204-4	Aug 2000	Printed or Copied Double-Sided on Recycled Paper
52.204-7	Apr 2008	Central Contractor Registration
52.204-9	Sep 2007	Personal Identity Verification of Contractor Personnel
52.204-10	Sep 2007	Reporting Subcontract Awards
52.204-11	Mar 2009	American Recovery and Reinvestment Act – Reporting Requirements
52.209-6	Sep 2006	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment
52.215-2	Mar 2009	Audit and Records - Negotiation
52.215-8	Oct 1997	Order of Precedence - Uniform Contract Format
52.215-14	Oct 1997	Integrity of Unit Prices
52.216-7	Dec 2002	Allowable Cost and Payment
52.216-18	* Oct 1995	Ordering [See Section H.1.1 for Inserts]

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CLAUSE NO.	DATE	TITLE
52.216-22 *	Oct 1995	Indefinite Quantity [See Section H.1 for Insert]
52.216-29	Feb 2007	Time-and-Materials / Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition with Adequate Price Competition
52.217-8	Nov 1999	Option to Extend Services
52.219-8	May 2004	Utilization of Small Business Concerns
52.219-9	Apr 2008	Small Business Subcontracting Plan
52.219-16	Jan 1999	Liquidated Damages - Small Business Subcontracting Plan
52.219-25	Apr 2008	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting
52.219-28	Apr 2009	Post-Award Small Business Program Rerepresentation
52.222-1	Feb 1997	Notice to Government of Labor Disputes
52.222-3	Jun 2003	Convict Labor
52.222-19	Aug 2009	Child Labor - Cooperation with Authorities and Remedies
52.222-21	Feb 1999	Prohibition of Segregated Facilities
52.222-26	Mar 2007	Equal Opportunity
52.222-29	Jun 2003	Notification of Visa Denial
52.222-35	Sep 2006	Equal Opportunity for Special Disabled Veterans, and Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Jun 1998	Affirmative Action for Workers with Disabilities
52.222-37	Sep 2006	Employment Reports on Special Disabled Veterans, Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-38	Dec 2001	Compliance with Veteran's Employment Reporting Requirements
52.222-39	Dec 2004	Notification of Employee Rights Concerning Payment of Union Dues or Fees
52.222-41 **	Nov 2007	Service Contract Act of 1965
52.222-43 **	Sep 2009	Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi-Year and Option Contracts)
52.222-50	Feb 2009	Combating Trafficking in Persons
52.222-54	Jan 2009	Employment Eligibility Verification
52.223-5	Aug 2003	Pollution Prevention and Right-to-Know Information
52.223-6	May 2001	Drug-Free Workplace
52.223-10	Aug 2000	Waste Reduction Program
52.223-11	May 2001	Ozone-Depleting Substances
52.223-14	Aug 2003	Toxic Chemical Release Reporting

CLAUSE NO.	DATE	TITLE
52.224-1	Apr 1984	Privacy Act Notification
52.224-2	Apr 1984	Privacy Act
52.225-1	Feb 2009	Buy American Act - Supplies
52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
52.225-14	Feb 2000	Inconsistency between English Version and Translation of Contract
52.226-6	Mar 2009	Promoting Excess Food Donations to Nonprofit Organizations
52.227-1	Dec 2007	Authorization and Consent
52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	Apr 1984	Patent Indemnity
52.227-14	Dec 2007	Rights in Data General [See Section H.2]
52.227-17	Dec 2007	Rights in Data - Special Works [See Section H.2]
52.227-19	Dec 2007	Commercial Computer Software License [See Section H.2]
52.228-5	Jan 1997	Insurance Work on a Government Installation
52.229-1	Apr 2003	State and Local Taxes (Applies to Leased Equipment under IDIQ, otherwise 52.229-3 below applies)
52.229-3	Apr 2003	Federal, State, and Local Taxes
52.232-1	Apr 1984	Payments
52.232-7	* Feb 2007	Payments under Time-and-Material and Labor-Hour Contracts
52.232-8	Feb 2002	Discounts for Prompt Payments
52.232-11	Apr 1984	Extras
52.232-17	Oct 2008	Interest
52.232-18	Apr 1984	Availability of Funds
52.232-23	Jan 1986	Assignment of Claims
52.232-25	Oct 2008	Prompt Payment
52.232-33	Oct 2003	Payment by Electronic Funds Transfer Payment – Central Contractor Registration
52.233-1	Jul 2002	Disputes
52.233-3	Aug 1996	Protest After Award
52.233-4	Oct 2004	Applicable Law for Breach of Contract
52.237-2	Apr 1984	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Jan 1991	Continuity of Services
52.239-1	Aug 1996	Privacy or Security Safeguards

CLAUSE NO.	DATE	TITLE
52.242-13	Jul 1995	Bankruptcy
52.243-1 Alt I	Aug 1987	Changes - Fixed Price Alternate I
52.243-1 Alt II	Aug 1987	Changes - Fixed Price Alternate II
52.243-3 *	Sep 2000	Changes - Time-and-Materials or Labor-Hours
52.244-2	Jun 2007	Subcontracts
52.244-5	Dec 1996	Competition in Subcontracting
52.244-6	Aug 2009	Subcontracts for Commercial Items
52.245-1 *	Jun 2007	Government Property
52.245-9	Jun 2007	Use and Charges
52.247-12	Apr 1984	Supervision, Labor, or Materials
52.248-1	Feb 2000	Value Engineering
52.249-2	May 2004	Termination for Convenience of the Government (Fixed-Price)
52.249-6 Alt IV *	May 2004	Termination (Cost Reimbursement) Alternate IV
52.249-8	Apr 1984	Default (Fixed-Price Supply and Service)
52.249-14 *	Apr 1984	Excusable Delays
52.251-1	Apr 1984	Government Supply Sources

\* Clauses apply to task orders for, or including, requirements and/or CLINs on a time-and-materials or labor-hour basis.

\*\* Clauses are NOT applicable to the Government provided labor categories contained herein. Clauses are included in the case that any Contractor-proposed supplemental labor categories are subject to the terms and conditions of the SCA.

**1.2 Clauses Incorporated in Full Text**

The following clause is incorporated in full text:

FAR Clause 52.203-14 Display of Hotline Poster (Dec 2007)

(a) *Definition.*

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

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

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

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

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

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

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

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

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

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

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

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

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

(2) Is performed entirely outside the United States.

FAR Clause 52.233-2 Service of Protest (Aug 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Department of Justice, Director, Procurement Services Staff, 1331 Pennsylvania Ave., N.W., National Place Building, Room 1000, Washington, DC 20530.

(b) The copy of any protest shall be received in the office designated above within one (1) day of filing a protest with the GAO.

**I.3 Justice Acquisition Regulation (JAR) Clause(s) Incorporated in Full Text**

The following clause is incorporated in full text:

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

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

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

- (a) The following definitions apply in this provision:
  - (1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
  - (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
  - (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be benefitted by the award of a contract or by the failure to award a contract.

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

## **PART III – LIST OF DOCUMENTS, EXHIBITS, & OTHER ATTACHMENTS**

### ***SECTION J – LIST OF ATTACHMENTS***

- 1. Pricing Tables**
- 2. Labor Category Descriptions**
- 3. DOJ Standards of Conduct & Contractor/Subcontractor Confidentiality Agreement**
- 4. Reserved.**
- 5. Small Business Subcontracting Plan**  
A Small Business Subcontracting Plan MUST be submitted by all “Large” business prime Offerors.
- 6. Reserved**
- 7. Task Order Administration Plan**
- 8. Reserved**
- 9. Reserved**
- 10. List of Prime and Subcontractors**