



**Department of Justice**

**Asset Forfeiture Investigative Support Services 2 (AFISS)**

**U.S. Department of Justice**

**Procurement Services Staff**

**Two Constitution Square**

**145 N Street, NE Washington, DC 20530**

**Contractors and Contract  
Numbers:**

<b>AFISS 2 IDIQ Contract Numbers</b>	<b>Contractor</b>
15JPSS23D00000065	Potomac River Group
15JPSS23D00000066	Professional Risk Management Inc.
15JPSS23D00000067	5 Stones Intelligence
15JPSS23D00000068	Centre Law
15JPSS23D00000069	Madison Associates Inc.
15JPSS23D00000070	Ruchman and Associates Inc.
15JPSS23D00000071	Tuba Group
15JPSS23D00000072	Articus
15JPSS23D00000073	Firebird AST
15JPSS23D00000074	Renzulli and Associates

## SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

### C.1 Introduction

The Department of Justice (DOJ) Asset Forfeiture Program (AFP or the Program) is a nationwide law enforcement program that operates as an effective and powerful weapon in the fight against crime. The principal mission of the AFP is to ensure that the forfeiture of criminals' assets remains an effective deterrent to crime. Federal employees, contract personnel, and state and local law enforcement officials work cooperatively in investigating and prosecuting cases involving asset seizure and forfeiture to support the AFP's mission. The primary objectives of the program are to:

- (a) punish and deter criminal activity by depriving criminals of tools and property used in or acquired through illegal activities
- (b) promote and enhance collaboration among federal, state, local, tribal, and foreign law enforcement agencies
- (c) recover assets that may be used to compensate victims when authorized under federal law, and
- (d) ensure the Program is administered professionally, lawfully, and in a manner consistent with sound public policy

The primary mission of the Government's AFP is to employ asset forfeiture powers in a manner that enhances public safety and security. This is accomplished by removing the proceeds of crime and other assets relied upon by criminals and their associates to perpetuate their criminal activity against our society. Asset forfeiture has the power to disrupt or dismantle criminal organizations that would continue to function if the Government only convicted and incarcerated specific individuals.

The Asset Forfeiture Management Staff (AFMS) is the Program Office that administers the Department of Justice (DOJ) Asset Forfeiture Investigation Support Services (AFISS) contract. AFISS are contracts for professional services that have been successful in supporting AFMS with the accomplishment of mission objectives and operations. AFMS is responsible for the execution of the Asset Forfeiture Program (AFP). This program is designed to deliver quality professional services in a timely and cost-effective manner to support DOJ organizations, Federal agencies, and law enforcements partners.

The Asset Forfeiture Management Staff (AFMS) has responsibility for the administrative management functions of the AFP in the Department of Justice including management of the Department's Assets Forfeiture Fund (AFF); interpretation of the AFF statute; management and operation of the consolidated Asset Forfeiture Systems; management of both internal and external budget processes regarding AFF monies; managing investment of AFF and Seized Assets Deposit Fund (SADF) surplus balances; development, administration, and oversight of AFP-wide contracts; review, audit, and evaluation of AFP activities; identification of program weaknesses; development, monitoring, and review of appropriate internal controls; and analysis of legislative, policy, and regulatory proposals that may affect the execution of the AFP.

The AFMS provides asset management and financial oversight to the AFP, in support of seven DOJ components (Criminal Division, Money Laundering and Asset Recovery Section; the Bureau of Alcohol, Tobacco, Firearms and Explosives; Drug Enforcement Administration; Federal Bureau of Investigation; Organized Crime Drug Enforcement Task Forces; U.S. Marshals Service; and U.S. Attorneys) and five non-DOJ agencies (U.S. Department of Agriculture, Office of Inspector General; U.S. Food and Drug Administration, Office of Inspector General; U.S. Postal Inspection Service; U.S. Department of State, Bureau of Diplomatic Security; and U.S. Department of Defense, Defense Criminal Investigation Service).

The Treasury Executive Office for Asset Forfeiture (TEOAF) has the responsibility for administering the Treasury Forfeiture Fund (TFF). The TFF is the receipt account for seizures and forfeitures made by the U.S.

Customs and Border Protection (CBP); U.S. Immigration and Customs Enforcement (ICE); U.S. Secret Service; and Internal Revenue Service-Criminal Investigation. Other members of the TFF include the U.S. Coast Guard; Federal Law Enforcement Training Center (FLETC); Financial Crimes Enforcement Network (FinCEN); and the Treasury Department's Office of Terrorism and Financial Intelligence. Forfeiture revenue augments TEOAF's budget authority for meeting expenses of running the forfeiture programs of the Department of Treasury and Department of Homeland Security (DHS) law enforcement agencies.

TEOAF is responsible for the administration of the Treasury Asset Forfeiture Program. This includes interpretation of the TFF's enabling legislation; implementing all policy decisions by the Assistant Secretary and Deputy Assistant Secretary in connection with seized and forfeited assets; planning and development of TFF budgets; monitoring TFF investments to participating law enforcement agencies; development, administration, and oversight of asset forfeiture program-wide contracts; review, audit, and evaluation of asset forfeiture program activities; identification of program weaknesses and development, monitoring, and review of appropriate internal controls; and analysis of legislative, policy, and regulatory proposals that may affect the execution of the Treasury Asset Forfeiture Program.

## **C.2 AFP Background and Objective.**

Section 524(c) of Title 28 of the United States Code makes the Department of Justice (DOJ) Assets Forfeiture Fund available for purposes of contracting for services related to the seizure and forfeiture of property. DOJ has two contract vehicles that provide administrative and professional services to the support of AFP. The administrative support component is to provide the DOJ AFP with ongoing, repetitive administrative support services involving document analysis and review, technical legal support, data entry, and clerical support. A single contract was awarded to support these administrative services. The professional services component involves investigative, analytical, and technical support. Indefinite Delivery Indefinite Quantity (IDIQ) contracts were awarded to seven vendors to provide that support.

The Treasury Forfeiture Fund (31 U.S.C. § 9703) defines those purposes for which Treasury forfeiture revenue may be used, and one such purpose is the contracting for services related to the seizure and forfeiture of property.

In 2011, the Office of Federal Procurement Policy (OFPP) required the Federal Government, in its procurement activity, to leverage its buying power to the maximum extent as well as achieve administrative efficiencies and cost savings. Additionally, in September 2012, the Government Accountability Office (GAO) issued a report 'Justice and Treasury Should Determine Costs and Benefits of Potential Consolidation' (GAO-12-972) recommending that the Attorney General and the Secretary of the Treasury 'conduct a study to determine the feasibility of consolidating asset management activities, including but not limited to, the use of asset tracking systems and the sharing of vendor and contract resources.

The initial Asset Forfeiture Investigative Support Services (AFISS) contract sought to incorporate these recommendations by narrowing the scope to focus solely on investigative support that will become available to both the Justice and Treasury Asset Forfeiture Programs.

## **C.3 Purpose**

The purpose of this Statement of Work is to obtain professional investigative, legal, analytical, and technical support services to support AFP operations and management. The contractor shall provide specific case-related professional and technical services in support of the AFP. DOJ intends to award a contract to one or more firms to provide all required tasks and services. The AFP operates nation-wide and order place of performance may be stated as anywhere within the United States.

#### **C.4 Scope**

The scope of this contract is to provide all tasks and services necessary to provide professional services including program management in support of the AFMS AFP. The contractor shall provide a team that will increase the capacity for DOJ AFMS or the participating federal agency to obtain data about licit and illegal typologies and networks through intelligence gathering and cash flow analysis. The contractor will be required to perform analysis of complex financial and business records and transactions associated with federal investigations and prosecutions in support of the AFP. All contract services are in support of the AFP in the area of law enforcement with specific investigative competency in Forfeiture, Domestic and Transnational Organized Crime, White Collar Crime, Financial/Money Laundering, Cyber Crimes, Drug, Illicit Trade Finance, or similar area of activity.

The contractor shall provide detailed and complex analysis of financial transactions in support of the AFP program for participating federal agencies. The contractor will be required to provide on-site services at Government facilities designated CONUS (Continental United States) and OCONUS (Outside Continental United States) to support DOJ, its components, and other Federal agencies identified as AFP Participant Agencies.

The Government has provided the following to inform its requirement for professional services:

- (a) Current performance locations. Additional performance locations may be required during contract performance and will be specified on each task order.
- (b) Labor categories and associated qualifications
- (c) Ordering office or AFP participant agency descriptions

#### **C.5 AFP Participating Agencies**

The federal agencies listed below are provided to inform the requirement for services. The federal agencies are both AFP participant agencies and other agencies that can order services. The agencies will order services specific to their role within the AF process or to meet any AF related need within scope of the contract. Agencies that require the services within scope of this contract are also included in the summary listing of ordering offices.

##### **(a) Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)**

Enforces the federal laws and regulations relating to alcohol, tobacco, firearms, explosives, and arson by working directly and in cooperation with other federal, state, and local law enforcement agencies. ATF has the authority to seize and forfeit firearms, ammunition, explosives, alcohol, tobacco, currency, conveyances, and certain real property involved in violation of law. In addition, ATF acts as the primary custodial agency for seized weapons, ammunition, and explosives.

##### **(b) Drug Enforcement Administration (DEA)**

Enforces the controlled substances laws and regulations of the United States and recommends and supports non-enforcement programs aimed at reducing the availability of illicit controlled substances on the domestic and international markets. DEA has responsibility for investigations, seizures, and administrative forfeiture processing as well as secondary responsibility for property management and disposition. The various field offices support the AFP; however, many support activities are consolidated in the Office of Chief Counsel.

##### **(c) Federal Bureau of Investigation (FBI)**

Investigates a broad range of criminal violations, integrating the use of asset forfeiture into its overall strategy to eliminate targeted criminal enterprises. The FBI has successfully used asset forfeiture in White Collar Crime, Organized Crime, Drug, Violent Crime, and Terrorism investigations. The FBI has responsibility for investigations, seizures, and administrative forfeiture processing as well as secondary responsibility for property management and disposition. All field offices support the AFP. Forfeiture Asset Seizure Teams have been formed in many offices to provide dedicated teams of agents and support personnel.

**(d) U.S. Attorney's Offices (USAO)**

The USAOs are responsible for the prosecution of both criminal and civil actions against property used or acquired during illegal activity. Each of the 94 offices may handle civil and criminal forfeiture cases.

**(e) U.S. Marshals Service (USMS)**

USMS is the primary custodian of seized property for the AFP. USMS manages and disposes of the majority of the property seized for forfeiture.

**(f) Money Laundering and Asset Recovery Section, Criminal Division (MLARS)**

MLARS holds the responsibility for coordination, direction, and general oversight of the Program. MLARS handles civil and criminal litigation, provides legal support to the U.S. Attorneys' Offices, establishes policy and procedure, coordinates multi-district asset seizures, administers equitable sharing of assets, acts on petitions for remission, coordinates international forfeiture and sharing, and develops training seminars for all levels of Government.

**(g) Organized Crime Drug Enforcement Task Forces (OCDETF)**

The mission of OCDETF is to combine the resources and expertise of its member federal agencies as well as state and local law enforcement to identify, disrupt, and dismantle the most serious drug trafficking and money laundering organizations and those primarily responsible for the nation's drug supply. OCDETF was established more than twenty-five years ago to mount comprehensive, multi-level attacks on major drug trafficking and money laundering organizations.

**(h) United States Postal Inspection Service (USPIS)**

USPIS makes seizures under its authority to discourage profit-motivated crimes such as mail fraud, money laundering, and drug trafficking using the mail.

**(i) Food and Drug Administration (FDA)**

FDA's Office of Criminal Investigations makes seizures involving health care fraud schemes, counterfeit pharmaceuticals, illegal distribution of adulterated foods, and product tampering.

**(j) United States Department of Agriculture, Office of the Inspector General (USDA OIG)**

The mission of USDA's Office of Inspector General (OIG) is to promote the effectiveness and integrity in the delivery of USDA agricultural programs. Forfeiture is an important law enforcement tool in combating criminal activity affecting USDA programs.

**(k) Department of State, Bureau of Diplomatic Security**

The Bureau of Diplomatic Security investigates passport and visa fraud and integrates asset forfeiture into its strategy to target the profits made by vendors who provide fraudulent documentation or those who utilize fraudulent visas and/or passports to further their criminal enterprises.

**(l) Defense Criminal Investigative Service (DCIS)**

The Defense Criminal Investigative Service (DCIS) is the criminal investigative arm of the Department of Defense's Inspector General. The mission of DCIS is to protect America's war fighters by conducting investigations and forfeitures in support of crucial National Defense priorities that include homeland security/terrorism, product substitution, contract fraud, public corruption, computer crime, and illegal technology transfers.

**(m) Homeland Security Investigations – Department of Homeland Security (DHS HSI)**

The ICE Homeland Security Investigations (HSI) is responsible for investigating a wide range of domestic and international activities arising from the illegal movement of people and goods into, within, and out of the United States. HSI investigates immigration crime, human rights violations, and human smuggling, smuggling of narcotics, weapons and other types of contraband, financial crimes, cybercrime, and export enforcement issues

**(n) Customs and Border Protection – Department of Homeland Security (DHS CBP)**

Customs and Border Protection's priority mission is keeping terrorists and their weapons out of the U.S. It also has a responsibility for securing the border and facilitating lawful international trade and travel while enforcing hundreds of U.S. laws and regulations, including immigration and drug laws

**(o) U.S. Secret Service – Department of Homeland Security (USSS)**

The United States Secret Service (USSS) has a dual mission that includes investigations and protection. To further its ability to protect the integrity of the nation's financial system, the USSS has jurisdiction for domestic investigations involving the counterfeiting of U.S. and foreign obligations and securities. This authority includes the investigation of financial institution fraud, access device fraud, computer crimes, fraudulent Government and commercial securities, fictitious financial instruments, telecommunications fraud, false identification, and identity theft.

**(p) U.S. Coast Guard - Department of Homeland Security (DHS USCG)**

The U.S. Coast Guard is the lead federal agency for maritime drug interdiction and shares lead responsibility for air interdiction with CBP.

**(q) Internal Revenue Service – Criminal Investigation (IRS-CI)**

Internal Revenue Service - Criminal Investigation (IRS-CI) investigates potential criminal violations of the Internal Revenue Code and related financial crimes in a manner that fosters confidence in the tax system and compliance with the law. Proving that a taxpayer willfully attempted to hide income from the Federal Government is an integral part of IRS-CI's ability to demonstrate other criminal activity including fraud, money laundering or Bank Secrecy Act violations.

**C.6 Project Management Support**

### **C.6.1 General**

(a) The Contractor shall provide all management, administration, staffing, planning, scheduling, etc., for all items and services required by the contract and individual task orders. Project management support activities include, but are not limited to, all activities associated with overall prime/subcontract/task order management (e.g., key personnel costs and administrative support staff providing contract level, subcontract level, or task order level support (e.g., invoicing, reporting, oversight, etc.)) and will be recovered through fixed unit prices contained within Attachment 1.

- (b) The Contractor shall have the responsibility for the following during the life of the contract:
  - (1) Recruiting, hiring, training, and professional development of personnel.
  - (2) Providing effective supervision of all contractor employees.
  - (3) Monitoring service problems and keeping the COR and designated Government officials informed of project status and problem resolution.
  - (4) Providing monthly and ad hoc or other periodic reports (when requested by the Government) status and financial reports to the Government in an agreed upon format.
  - (5) Ensuring that deliverables are supplied to the Government, as defined in Section C.6.3.
  - (6) Ensuring that all personnel and contractor facilities comply with the security requirements outlined in this contract.
  - (7) Planning, scheduling, and procuring airfare, lodging accommodations, and ground transportation for all COR approved travel to be completed by contractor personnel; ensuring that invoiced travel costs are itemized in accordance with the Federal Travel Regulations currently in effect. Travel for services performed within the contractor employee's daily performance location are not reimbursable for travel purposes.
  - (8) Planning for and making all necessary arrangements to ensure that Contractor personnel performing fieldwork have all necessary supplies and equipment in advance of or at the time of their arrival on-site
  - (9) Ensuring that all personnel that may have access to information provided by the Department understand the sensitive nature of this information and conduct themselves within all the bounds of applicable rules, guidelines, court orders, confidentially agreements, etc.
  - (10) Storing and safeguarding all sensitive information (documents, etc.) provided by the Government to the Contractor for use during the performance of the work and returning this information, as required, to the COR or task order-specific Technical Point of Contact at the conclusion of this work

### **C.6.2 Staffing**

(a) The Contractor shall provide trained, experienced staff to perform the work specified under individual orders issued against this contract. The contract will include minimum acceptable qualifications for performance of contract services that will be determined by Government based on the staffing plans proposed to meet AFISS requirements. The Contractor shall continuously monitor, manage, and control the work to ensure it is successfully accomplished. The Contractor shall make its best effort to retain staff members who have gained experience on this contract, and to minimize staff turnover. The Contractor shall ensure that all personnel who perform under this contract meet the security requirements of Attachment 3: DOJ Personnel Security Requirements for Contractor Employees – Classified.

(b) The Government has included the description of labor categories and associated qualifications that were determined to be most likely to result in successful performance of services. Contractor personnel shall be required to have Top Secret-SCI, Top Secret, Secret, and Public Trust clearances based on order requirements.

(c) Experience/Qualifications Substitutions. The contractor shall provide resources with the

capability to perform services in the area of law enforcement with specific investigative competency in Forfeiture, Domestic and Transnational Organized Crime, White Collar Crime, Financial/Money Laundering, Cyber Crimes, Drug, Illicit Trade Finance, or similar area of activity. If the contractor plans to perform services with individuals that do not meet the qualifications for the labor categories listed; then the contractor shall notify the COR and CO of its intent to propose personnel without the qualifications listed in the contract. The contractor's notification should identify the candidate and qualifications that would result in successful performance with clear identification of SOW requirements. Alternate acceptable experience that would likely result in acceptable performance is experience in a similar capacity with Government Asset Forfeiture contracts supporting DOJ, TEOAF, or the USPS Fund. The Government will consider the years of experience using the following guidelines 5 years or more of specialized Financial Investigative experience for the SFI and at least 2 years for the FI.

(d) The Government reserves the right to request the Contractor to reassign contractor and/or subcontractor personnel whose services are no longer required by the Government for such reasons as quality of performance, changes in AFISS project objectives or contract/task order requirements. Notification that the contractor's employee will no longer be required to perform services shall be provided to the contractor in writing by the Contracting Officer. Any notices at the task order level should be coordinated with the AFMS COR and PSS CO. The Government shall include a brief reason and effective date of its request that services are no longer required in its written notice.

(e) The Contractor shall begin the process of transitioning personnel in coordination with the COR and user organizations immediately following completion of all security clearance requirements. Full Contractor performance begins upon completion of all transition activities with incumbent or within 30 calendar days of contract award, whichever comes first. The Contractor shall complete the transition of its workforce within 30 calendar days of contract award ensuring all security clearances have been submitted to the Contracting Officer's Representative and all Contractor personnel have been vetted prior to movement to the Government site.

(f) Key Personnel.

- (1) Contract Manager. The contractor's contract manager shall act as the central point of contact with the Government, primarily with the COR. The Contract Manager shall have full authority to act for the contractor in the performance of the required work and services under all task orders. The Contract Manager works independently on all general phases of contract management and has direct responsibility for 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 technical correctness, timeliness, and quality of deliverables. The Contract Manager (and Project Managers) shall have a broad knowledge of the contract's functions, project and resource management skills and techniques, problem analysis skills and techniques, and excellent oral and written communications skills. The Contract Manager and Project Managers shall meet with the COR periodically on overall performance issues, problems encountered or anticipated, scheduling, priorities, funding, upcoming projects, and related matters.
- (2) The Contract Manager shall coordinate the management and control of all task orders being performed concurrently even if the contractor has a separate Project Manager. The Contract Manager shall be responsible for coordinating the management of all work performed under this contract and is ultimately responsible for coordinating the efforts of all subcontractors and consultants.
- (3) A separate order will not be issued for contract manager services. These costs shall be built into the overhead costs for the directly billable hours of the senior manager or partner listed in the



contract pricing table.

- (4) Crypto-Currency SME (CCS). Contractor shall ensure that personnel can demonstrate experience and training sufficient to perform Cryptocurrency analysis, Blockchain analytics, Open Internet, including social media, Deep and Dark Web intelligence gathering and analysis, data analytics, and electronic evidence analysis related to cybercrime investigations. Performance also requires demonstration and experience of SFI, LA, FA, or CFE assigned to the contract. SME would ideally be an industry recognized expert in Virtual/Crypto currency including reference in professional journals.

### **C.6.3 Deliverables**

(a) All reports required under this contract shall be delivered to the COR as shown below. This list of reports is not exhaustive; additional reports shall be delivered as required by the COR.

(b) Generally, the Contractor's format for all documentation deliverables should be acceptable subject to review by the Government.

(c) The Contractor shall attend any briefings, other meetings, and participate in Government on-the-job technical guidance such ordering office software or procedure trainings. Any on-the-job technical guidance provided by the Government and attended by the contractor must be directly related to the performance of contract services. Briefings are normally held during normal working hours.

#### **C.6.3.1 Management Plan**

The Contractor shall implement, and update during contract performance, the Management Plan for the performance of AFISS contract services. The Contractor's Management Plan shall, at a minimum, address the following:

- (1) Lay out the organization and infrastructure the Contractor has in place to manage the day-to-day operations necessary to meet the contract requirements, including the Contractor's chain of command, points of contact, problem notification procedures and problem response times, problem escalation procedures, and any other processes or procedures the Contractor has in place to facilitate performance.
- (2) Establish a schedule for completion of all required tasks.
- (3) Establish a "team" approach between the Contractor and subcontractors carrying out the programs at the local level, with the Contractor serving as leader of such team for each order issued.
- (4) Address how it will ensure that its staff remains trained and up to date in a continuously changing legal environment. This should include how the contractor will coordinate training its employees while ensuring that the Government maintains acceptable levels of services.

#### **C.6.3.2 Contract Performance Reports**

(a) Contract Performance Reports. The contractor(s) shall maintain appropriate tracking systems, which shall enable it to prepare and submit a report to ensure that both the Government and the contractor maintain an accurate record of all task orders issued under this contract and the status thereof. To support this function, the contractor shall conduct, and submit to the COR and Federal Program Manager, a monthly (with quarterly and annual roll-ups) review of all task orders issued as well as document and update the

following information for each task order:

- (1) Task order number.
- (2) Sub-task order number, if applicable.
- (3) Date of order.
- (4) Case/project number.
- (5) Description of case/project.
- (6) Type of order [Firm fixed Price (FFP), Time and Material (T&M), and/or Labor Hour (LH)]
- (7) Last modification number
- (8) Total amount of order (funds obligated)
- (9) Cumulative funds expended by contract line-item number (CLIN) under the order
- (10) Estimated amount of current month's invoice
- (11) Planned/actual completion date
- (12) Projected funding shortfall or excess through the end of the fiscal year; and
- (13) Cumulative funds expended by CLIN under all orders issued from contract inception

### **C.6.3.3 Monthly Performance Reports**

The Contractor shall submit a monthly program management progress report to the COR. The first monthly progress report shall be delivered electronically to the COR with the invoice each month of contract performance. The COR will also review this report as a means of determining any cost recovery associated with contract performance. The monthly reports shall discuss at a minimum:

- (1) Name of contractor employee
- (2) Physical Location (Agency supporting, Office, Address)
- (3) Monthly hours by case number
- (4) Start dates when work is begun on a specific case
- (5) Assets attributable by case number
- (6) Other hours (if any) charged to the Government that may not be directly attributable to a specific case
- (7) A monthly high-level narrative report of the contract activities and assets seized and identified for seizure

- (8) Cumulative labor hours / expenses: (1) by case number, by investigator; (2) by work location or assigned location
- (9) Cumulative labor hours; (1) by activity category (e.g., identifying assets, financial record analysis, case agent meetings); (2) by investigator; and (3) by case.

#### **C.6.3.4 Other Reports and Deliverables**

Other deliverables will be specified in individual task orders and may include, but are not limited to:

- (1) Asset Forfeiture Investigation Training – The Contractor shall provide training for all essential participants in the asset forfeiture investigation process, including Contractor presenters and key management staff. The Contractor shall also provide training to Government-contracted personnel and other Government representatives as determined by the COR. This training may be provided through any or all of the following means:
  - (A) Training Manuals – When training manuals are produced, they shall be updated as needed.
  - (B) Local On-Site Training Programs (OSTP) – for new presenters and key management staff.
  - (C) Conference calls, webinars, or other remote learning methods can be used to supplement other training methods.
- (2) Written and/or Recorded AFISS Materials –The Contractor shall develop appropriate written and/or recorded AFISS and AFP materials in accordance with Government guidance. These materials must be approved by the Government prior to distribution and use.

#### **C.7 Performance Objective and Outcomes**

(a) The objective of the statement of work is to obtain financial analysis and investigation services necessary to support federal investigations and prosecutions identified by the AFP. The contractor is required to provide skilled contractor support personnel to effectively perform tasks and services as required by the government in support of the AFMS mission and ordering participant agency, as applicable. Financial analysis and investigation services required are classified as White Collar, Money Laundering, or other types of Complex Financial Investigations.

(b) The following are the expected outcomes that would constitute successful performance under these contracts:

- (1) The contractor will provide resources that have the ability to perform financial analysis and investigation in support of federal investigations and prosecutions
- (2) The contractor shall meet the planning and operational requirements of task orders to maintain effective and efficient program operations and to support contract administration.
- (3) The contractor shall provide financial analysis and investigation in support of federal investigations and prosecutions support that is complete, thorough, accurate. Performance shall reflect the contractor's insight relative to industry practices that are likely to result in the successful seizure and forfeiture of assets.
- (4) The contractor performs services based on the participant agency's AFP emphasis and procedure within the legal and operational dates and timeframes necessary to allow for potential successful

- seizure and forfeiture of assets
- (5) And the support minimizes the expenditure of unnecessary effort or Other Direct Costs (ODCs) and is of acceptable quality needed to further the potential successful seizure and forfeiture of assets associated with the case at hand (this would relate to actual performance as opposed to any cost effectiveness associated with pre-award or fair opportunity competitions).

## **C.8 General Requirements**

### **C.8.1 Task Orders**

The contractor shall perform investigative, analytical, and technical services. AFMS has grouped the required tasks and services under operational categories based on major AFP activities. The services have been grouped by type of services and support to provide detail as to services that may be ordered. The information provided below is to illustrate the type of tasks that will be ordered and is not inclusive of all tasks that maybe required. Specific requirements to satisfy program needs will be defined in individual task orders. Each group of services includes examples of typical tasks and projects that maybe ordered as follows:

#### **C.8.1.1 Investigative Support/Analysis (Criminal/Civil) Support Services**

(a) The contractor shall develop the forfeiture processes and procedures associated with an on-going financial investigation. This support shall include the introduction of specific tools and techniques to analyze financial information. The contractor will provide advice and guidance to fully develop the forfeiture aspects of an on-going investigation. Advice and guidance include, but are not limited to, education of Investigating Agencies' agents on specific tools and techniques utilized to analyze financial information. Tasks performed to meet this requirement would include informal and formal training sessions based on the contractor's content or design and distribution of reference guides.

(b) The contractor shall analyze financial records obtained by the Investigating Agencies through internal and external databases and submit reports documenting the results. Information to be analyzed and report content will be provided by the Government in advance in writing. Specifically, the contractor will review bank statements; deposits; and debit transactions, including checks, letters of credit, Currency Transaction Reports (CTRs), loan applications, and related records that are obtained pursuant to Federal and State subpoenas and search warrants executed by the Government. The contractor will review the documents to determine hidden assets and false statements that are used to hide illicit assets from investigators and to make the assets appear to be legitimate.

(c) The contractor shall review, process, and analyze information sufficient to assist in determining the amount to seek for forfeiture to identify and trace assets during investigations and assist the Government in perfecting its interest in the property.

(d) The contractor shall repatriate assets that are subject to forfeiture.

(e) The contractor shall identify the individuals and entities making deposits and all related bank accounts, properties, investments, and any other assets that may be identified from the documentation.

(f) The contractor shall maintain detailed case documentation and database files of financial investigative research to trace proceeds of criminal activities and investigative interests in targeted property

(g) The contractor shall research and analyze information derived from various investigative and business-related automated systems including, but not limited to, Choice Point, Autotrack, TECS, FINCEN, CLEAR, THREADS, Accurant, ISYS, Lexis-Nexis, PACER, CourtLink, West

Law, NADA, Used Price.com, and other Internet capabilities. Internet capabilities include law enforcement databases that provide forfeiture specific case support to the Government in civil and criminal forfeiture matters. Examples of research and analysis tasks include: analyzing and documenting the ownership interests of targeted properties; analyzing financial records to trace the proceeds of criminal violations to their current form; creating a database from financial records to document the source of targeted property; preparing seizure warrants, civil complaints, and forfeiture counts; preparing exhibits on the source and ownership of targeted property; documenting and cataloguing evidence on the source and ownership of targeted property; and identifying, analyzing, and documenting potential substitute assets.

(h) The contractor shall provide tasks and services necessary to complete ingestion, processing, and analysis of varied datasets acquired during investigations by leveraging existing government toolsets. This support requires that the contractor collaborate and consult with government data scientists, system engineers, and software developers to extract insight from proprietary data that result in investigative and law enforcement outcomes.

(i) The contractor will be required to deliver accurate, complete, and timely data analysis to federal users across the organization. In addition, contractor will be required to collect feedback from stakeholders to assist with the design and implementation of tools, applications, and solutions that provide Federal agencies the capability to export data to external systems when directed by the Government. Lastly, the contractor will be required to field test the efficacy of proprietary, COTS/GOTS, and open-source solutions using Federal Agency data and investigative analytics platforms.

(j) The contractor shall provide additional services, including the parsing of dialed number strings, to identify amounts and property that may be subject to forfeiture in a particular investigation and to perfect the Government's interest in forfeitable property.

(k) The contractor shall organize and conduct detailed examinations of information generated during complex criminal/civil investigations as well as alternative sources for the purpose of conducting financial analyses of personal/business assets of targeted organizations/individuals.

(l) The contractor shall assist with the development of sufficient probable cause to enable the Government to pursue seizure warrants, temporary restraining orders, civil complaints, and forfeiture counts against targeted property and parties.

(m) The contractor shall provide investigative support to the Government with coordinated planning to mitigate excessive risks in seizing targeted property. This includes assessing impacts on the local community. An example would be the seizure of an occupied apartment complex.

(n) The contractor shall prepare documents and catalog case exhibits on the source and ownership of targeted properties.

(o) The contractor shall perform analytical research to identify and record potential substitute assets.

(p) The contractor shall identify witnesses and subjects and assist the case agent/attorney during - interviews and courtroom proceedings regarding the ownership and source of targeted property of ongoing case investigations.

(q) The contractor shall provide courtroom testimony and depositions regarding their investigative analysis and identification of assets derived from specific unlawful activities

(r) The contractor shall conduct detailed link analyses, specific to Forfeiture, utilizing the results of financial analysis and other investigative techniques, such as Title III surveillance to determine relationships between the subjects of the investigation and the events that lead to the alleged forfeitability of property and proceeds.

(s) The tasks and services in this area have previously been ordered and performed by the Senior Financial Investigator (SFI) or the Financial Investigator (FI).

#### **C.8.1.2 Forensic Accounting Investigative Support Services**

(a) The Contractor shall use financial forensic skill sets to investigate and analyze all components of the financial infrastructure of MLOs, DTOs, and TCOs syndicates, their methods of criminal money movements, and the professional money laundering infrastructure facilitating these movements. Specific requirements to satisfy program needs will be defined in individual task orders.

(b) The contractor shall participate in strategic planning sessions with financial investigative groups and task forces.

(c) Assist DOJ and its components as well as other agencies with conducting interviews during the financial investigation.

(d) Conduct analysis during investigation support on financial transactions to accurately identify all parties involved in the criminal activity.

(e) Conduct analysis and audit complex financial and business records to support federal investigations and prosecutions.

(f) Obtain raw criminal intelligence from various database resources and correlate the data, culminating in a full analysis of the information.

(g) Input all researched and analyzed data into various professional products for statistical analysis data, intelligence summaries, and power point presentations for law enforcement use

(h) Provide factual witness testimony during federal prosecutions.

(i) These services shall be performed by the Forensic Accountant (FA)

#### **C.8.1.3 Cyber Crime Support Services**

(a) Cyber Crimes Investigations Services. The contractor shall perform tasks and services for investigations that involve the Internet and Internet based technologies/methodologies that enable criminals to engage in illegal activity with anonymity and cross international borders without a defined physical presence.

(b) Cyber Crimes Investigations Services. The contractor shall provide analytical and product evaluative services to analyze cyber evidence. In addition, the contractor shall provide case support to identify and evaluate effective technological methods and services to investigate cybercrimes.

(c) Cyber Forensics Support Services. The contractor shall provide tasks and services required to

support ordering offices in combatting cyber forensics, to include the acquisition, chain of custody, and analysis of electronic evidence from computers, mobile devices, and other digital storage media. The contractor shall provide tasks and services required to support requiring offices with the application of investigation and analysis techniques to gather and preserve evidence from a particular computing device in a way that is suitable for presentation in a court of law. The Contractor shall perform a structured investigation while maintaining a documented chain of evidence to find out exactly what happened on a computing device and who was responsible for it.

(e) Cyber Fraud Services. The contractor shall perform tasks and services to aid federal agency's with combatting cyber fraud activities, including the use of Internet services or software with Internet access to defraud victims or to otherwise take advantage of them. These tasks and services will focus on these areas::

- (1) Business E-Mail Compromise (BEC): A sophisticated scam targeting businesses working with foreign suppliers and companies that regularly perform wire transfer payments. The scam is carried out by compromising legitimate business e-mail accounts through social engineering or computer intrusion techniques to conduct unauthorized transfers of funds.
- (2) Data Breach: A leak or spill of data which is released from a secure location to an untrusted environment. Data breaches can occur at the personal and corporate levels and involve sensitive, protected, or confidential information that is copied, transmitted, viewed, stolen, or used by an individual unauthorized to do so.
- (3) Denial of Service: An interruption of an authorized user's access to any system or network, typically one caused with malicious intent.
- (4) E-Mail Account Compromise (EAC): Similar to BEC, this scam targets the general public and professionals associated with, but not limited to, financial and lending institutions, real estate companies, and law firms. Perpetrators of EAC use compromised e-mails to request payments to fraudulent locations.
- (5) Malware/Scareware: Malicious software that is intended to damage or disable computers and computer systems. Sometimes scare tactics are used by the perpetrators to solicit funds from victims.
- (6) Phishing/Spoofing: Both terms deal with forged and faked electronic documents. Spoofing generally refers to the dissemination of e-mail which is forged to appear as though it was sent by someone other than the actual source. Phishing, also referred to as vishing, smishing, or pharming, is often used in conjunction with a spoofed e-mail. It is the act of sending an e-mail falsely claiming to be an established legitimate business in an attempt to deceive the unsuspecting recipient into divulging personal, sensitive information such as passwords, credit card numbers, and bank account information after directing the user to visit a specified website. The website, however, is not genuine and was set up only as an attempt to steal the user's information.
- (7) Ransom ware: A form of malware targeting both human and technical weaknesses in organizations and individual networks in an effort to deny the availability of critical data and/or systems. Ransomware is frequently delivered through spear phishing emails to end users, resulting in the rapid encryption of sensitive files on a corporate network. When the victim organization determines they are no longer able to access their data, the cyber perpetrator demands the payment of a ransom, typically in virtual currency such as Bitcoin, at which time the actor will purportedly provide an avenue to the victim to regain access to their data

(f) Cryptocurrency/Blockchain Analytics and Deep/Dark Web Research Services. The contractor shall provide tasks and services required to perform Cryptocurrency analysis, Blockchain analytics, Open Internet, including social media, Deep and Dark Web intelligence gathering and analysis, data analytics, and electronic evidence analysis related to cybercrime investigations.

(g) Cryptocurrency/Blockchain Analytics and Deep/Dark Web Research Services. The contractor shall perform tasks and services necessary for research and development related to the identification, analysis, and techniques of cutting-edge government and private sector information technology and services aimed at enhancing the investigative capabilities of Federal Agencies' Cyber Crimes Units. This engagement will involve pursuing expertise, guidance, and recommendations that meet the needs of Federal Agencies' mission and their stakeholders.

(h) Cryptocurrency/Blockchain Analytics and Deep/Dark Web Research Services. The contractor shall perform on-site analytical case support, including Internet monitoring, evidence analysis, and data collection and exploitation. Contractors shall provide expertise in cybercrime investigative and analytical case support, with specific expertise in attribution, cyber data analytics, and virtual currency tracing

(i) Cryptocurrency/Blockchain Analytics and Deep/Dark Web Research Services. The contractor shall be required to perform services that require working directly on cases with Federal Agencies agents and partner law enforcement agencies to provide on-site analytical input by leveraging CI-provided data, systems, services, and tools.

(j) Cryptocurrency/Blockchain Analytics and Deep/Dark Web Research Services. The contractor will be required to utilize querying and managing unstructured datasets and relational databases to perform tasks and services required.

(k) Cryptocurrency/Blockchain Analytics and Deep/Dark Web Research Services. The contractor will be required to provide factual witness testimony during federal prosecutions

(l) Other cyber investigative support services. The contractor shall be required to perform the following:

- (1) Cyber targeting, Cyber Recon, Cyber Fraud, and analysis.
- (2) Database forensics, analysis, and modeling.
- (3) Virtual currency analysis and tracing of dominant and alternate crypto currencies, defi tokens and/or privacy coins.

(m) The contractor shall be required to input all researched and analyzed data into various professional products for statistical analysis data, intelligence summaries, and power point presentations for law enforcement use.

(n) The contractor shall provide tasks and services necessary to complete ingestion, processing, and analysis of varied datasets acquired during investigations by leveraging existing government toolsets. This support requires that the contractor collaborate and consult with government data scientists, system engineers, and software developers to extract insight from proprietary data that result in investigative and law enforcement outcomes.

(o) The contractor will be required to deliver accurate, complete, and timely data analysis to



users across the organization. In addition, contractor will be required to collect feedback from stakeholders to assist with the design and implementation of tools, applications, and solutions that provide Federal agencies the capability to export data to external systems when directed by the Government. Lastly, the contractor will be required to field test the efficacy of proprietary, COTS/GOTS, and open-source solutions using Federal Agency data and investigative analytics platforms.

(p) The tasks and services required to be performed in this category shall be performed by Computer Forensics Examiner (CFE) and Crypto-Currency SME (CCSs).

**C.8.1.4 Seized Property Analysis and Support Services.** The tasks and services described below are currently required to support custodial and field operations at the Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF). ATF maintains assets such as firearms, ammunition, and explosives, which are generally considered non-valued assets

- (a) The contractor shall serve as liaison between the seizing and custodial entity/agency.
- (b) The contractor shall maintain Official Request Memo/Release and Receipt files on seized assets
- (c) The contractor shall monitor asset management/tracking systems and coordinate updating of the status of forfeited assets.
- (d) The contractor shall arrange shipping/receiving of seized assets requested for official use
- (e) The contractor shall Assist with coordinating Official Use of forfeited assets, currently in Government possession, with our Federal Law Enforcement counterparts in accordance with all policy and regulations.
- (f) The contractor shall catalogue forfeited assets.
- (g) The contractor shall provide on-site support for large seizures throughout the United States.
- (h) The contractor shall respond to questions and provide information to other organizations on forfeiture and seizure questions.
- (i) The contractor shall photograph forfeited assets; research forfeited asset origin/history; and document and enter forfeited assets into Government databases.
- (j) The contractor shall monitor and maintain useful condition of seized and forfeited assets.
- (k) The contractor shall assist in destruction of forfeited assets.
- (m) The contractor will be required to package, and ship seized and forfeited assets to vendor for demilitarization in accordance with Department of Transportation (DOT) regulations.
- (n) The services required in this area shall be performed by a Seized Property Investigator (SPI).

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**C.8.1.5 Investigative Analytical Support Services**

- (a) Assist with the preparation of documents (e.g., reports, spreadsheets, case files, filing, scanning, and copying).
- (b) Utilize information obtained as a result of financial analysis to prepare documentation for use by law enforcement personnel pursuing civil and criminal forfeiture matters
- (c) Prepare research, reports, and analyses of the evidence and of the ability to forfeit targeted property and assess risk in proceeding
- (d) Prepare research, reports, and analyses for Government management and/or Assistant United States Attorneys (AUSA) regarding program/case status, investigations, seized and forfeited assets, etc.
- (e) Input, update, and maintain forfeited property in asset tracking databases
- (f) Assist with reporting and tracking program-related budgets
- (g) Coordinate and track Asset Forfeiture related training
- (h) Manage case files, records, and property database to ensure information is accurate, up-to-date, and audit ready when required
- (i) Coordinate technical and logistical support with field elements.
- (j) These services should be performed by the Seized Property Investigator (SPI).

**C.8.1.6 Legal Process Support Services**

- (a) The services in this area are performed in support of the DOJ attorneys. The contractor shall provide expert legal research, review of facts, and examination of evidence and legal authorities relating to sophisticated asset forfeiture investigations and litigation. Tasks and services are also necessary to prepare, review, and edit complex legal documentation (e.g., legal reports, correspondence, motions, briefs, and memoranda of law, etc.)
- (b) The contractor shall summarize current asset forfeiture cases and provide relevant insight.
- (c) Provide content support, research, and real-world case examples to create and/or update asset forfeiture training resources and instructional materials, including eLearning modules
- (d) Participate as part of a “jump team” to provide on-site support, mentoring, and training to USAO asset forfeiture attorneys
- (e) Provide content expertise and support for AFMLS publications and web site
- (f) Assist with the assessment of training needs for individual district forfeiture units
- (g) Assist with the development and implementation of an orientation program for new asset forfeiture attorneys
- (h) Assist with the development and implementation of an orientation program for new asset forfeiture attorneys

(i) Assist with the development and implementation of training on basic financial investigations techniques available to asset forfeiture units.

(j) These services should be performed by the Legal Advisor (LA).

#### **C.8.1.7 Training and Curriculum Development Support Services**

(a) Services to include development of prospectus's and or syllabi. This requirement is expected to be specific for stand-alone task orders and does not reduce the training mentioned previously which is a required as indicated in the previous sections. Expected audiences may include federal, state, local or foreign law enforcement. Training will be focused on white collar, complex financial investigations, money laundering or asset forfeiture investigative techniques.

(b) Serve as instructors and/or facilitators for asset forfeiture training courses.

(c) Any training will be issued as a separate order and must be approved by the COR in advance. The contractor shall provide its basis for pricing of all training for the Government to consider with its review and approval of training.

#### **C.8.1.8 Expert Witness Testimony Services**

(a) The Contractor shall provide expert witness testimony related to services being performed under a task order. If the Contractor is required to provide expert testimony for the Government, it shall ensure that the individual designated as the expert witness does not have anything in his or her background that could impugn his or her testimony or work product.

(b) Fees for work performed and appearance at depositions and trial testimony will be paid in accordance with the hourly rates specified in the contract's pricing table. For example, if the individual is performing on a task order as a SFI, the rates for the SFI will apply for depositions and trial testimony as well.

#### **C.8.1.9 AFISS Legal Environment**

(a) The nature of the services required, especially those, which are case-related, is such that services must be ongoing or performed within stringent time constraints.

(b) Surge Support. There may be a need for an increased performance requirements in order to meet Government workload associated with the AFISS and the AFP. The Contractor shall be prepared to provide unanticipated surge support requirements for all identified tasks within the SOW. On orders requiring surge support the Government will include a surge CLIN based on the percentage of surge estimated using the order total. Any surge services will be required at the rates listed within the order. The contractor shall not exceed the surge CLIN amount or perform any surge services that are not funded.

(c) It should be noted that judicial action may obviate the need for performance of some or all the services on a particular order.

#### **C.10 Quality Control**

(a) The Contractor shall perform quality control pursuant to the Quality Assurance Plan originally submitted in its pre-award proposal after review and comment from the Government. The Contractor's Quality Assurance Plan shall provide a detailed description of the quality assurance

measures employed to meet all of the requirements of this contract. The Contractor shall maintain and update its Quality Assurance Plan as necessary; however, any changes to the plan must be approved by the COR before being implemented.

(b) The contractor shall establish and maintain a complete Quality Control Plan to ensure the services are performed in accordance with SOW and commonly accepted commercial practices. The contractor shall develop and implement procedures to identify, prevent and ensure non-recurrence of defective services. The government reserves the right to perform inspections on services provided to the extent deemed necessary to protect the government's interests. The contractor must control the quality of the services and deliverables provided in support of the contract and maintain substantiating evidence that services conform to contract quality requirements and furnish such information to the Government if requested.

(c) The contractor shall identify the staff (by labor category) dedicated to performing quality control. The contractor shall provide the planned approach to maintaining continuity of its overall support nationwide. The contractor shall describe its preventative action for eliminating errors. The contractor shall provide its communication plan for preparing and distributing quality control reports and other information. The contractor shall describe its record-keeping system for maintaining a repository for quality control records. The contractor shall describe how work output levels will be measured and how day-to-day operational and contractual issues will be handled.

#### **C.11 Phase-In**

The services specified herein is essential to continuity of AFMS and ordering office execution of the AF program. Therefore, it is critical that the transition from the current operation to a new contract be accomplished in a well-planned, orderly, and efficient manner. The Contractor shall be responsible for the phase-in of Contractor personnel and the assumption of ongoing tasks utilizing the Transition Plan provided by the Contractor in its proposal. Phase-in activities shall include, but not be limited to, placement of any necessary subcontracts, mobilization of staff and other resources, obtaining necessary clearances, execution of the Confidentiality Agreement included as Attachment 6, and any other activities required to put the Contractor in a position to perform this scope of work.

#### **C.12 Phase-Out**

At the conclusion of the contract, the Contractor shall establish procedures with the successor to ensure transition of provided services without a degradation of service. The contractor shall provide copies of all instructions, records, databases, contract performance metric data, Government points of contact, and all other procedures developed by the Contractor in the performance of this contract to the successor. The contractor shall provide a detailed status report on all open financial investigations that are currently supported by the Contractor. The report shall outline all activities that the Contractor has performed to date and provide recommended next steps to ensure continuity of the investigation. The contractor may be required to assist with additional tasks during the phase-out of this contract. The price and terms of the assistance required will be negotiated separately.

(a) The Contracting Officer has the overall responsibility for the administration of this contract. The Contracting Officer 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 their authorized representative.

(b) This contract will be administered by:

Velvette Clayton  
Contracting Officer  
Department of Justice  
Procurement Services Staff  
145 N Street, NE, 2CON Bldg.  
Washington, DC 20530  
Desk: 202-307-1995  
Mobile: 202-598-1891

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

#### **G.1.2 Contracting Officer's Representative (COR)**

(a) Upon award, a Contracting Officer's Representative (COR) will be designated to coordinate the technical aspects of this contract and inspect items/services furnished hereunder; however, the COR shall not be authorized to change any terms and conditions of the contract, including price.

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

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

(c) The COR is authorized to:

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

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

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

(c) The COR assigned cognizance of this contract is:

Thomas McAllister, AFMS  
Department of Justice  
Asset Forfeiture Management Staff  
145 N Street, NE, 2CON Bldg.  
Washington, DC 20530

(d) A copy of certain written communications shall be concurrently mailed or otherwise furnished to the Contracting Officer at the address set forth in Clause G.1.1.

### **G.1.3 Assistant Contracting Officer's Representative (ACOR)**

(a) Each task order issued by a delegated agency under this contract will identify an Assistant Contracting Officer's Representative. ACORs will be designated by the ordering office for each individual task order performed under this contract and will be identified in each corresponding task order. These individuals are qualified and responsible employees for whom the work is being performed and are responsible for daily oversight of the Contractor's performance of this work. ACORs will report directly on task order performance to the COR. The ACOR may perform the same duties as the COR in his/her absence or when specifically delegated in writing by the AFMS COR. Any function explicitly assigned to the COR by this contract may be specifically delegated in writing by the COR to the ACOR for a specific task order.

(b) The ACOR is authorized to:

- (1) Develop the technical requirements for task orders.
- (2) Evaluate Contractor submitted litigation support plans for technical sufficiency.
- (3) Provide technical direction during the performance of a given order issued under this contract.
- (4) Monitor the Contractor's performance on a given order issued under this contract
- (5) Inspect all order deliverables
- (6) Conduct periodic reviews of work and services performed by the Contractor to ensure compliance with the contract and order terms and conditions
- (7) Advise the COR of any factors which may cause delay in performance of the work; and
- (8) Recommend that invoices be certified for payment.

(c) The ACOR shall not provide supervisory assistance to the Contractor's personnel. Supervision remains the contractor's sole responsibility.

(d) Although the COR has the responsibility to inspect all deliverables and authorization to certify invoices for payment in accordance with Section G, these functions may be delegated to the Assistant

Contracting Officer's Representative ((ACOR) referenced below) or to the GPM

#### **G.1.4 Government Task Order Manager/Quality Assurance Evaluator**

(a) Each task order issued under this contract will identify a Government Task Order Manager (GTM). The GTM may perform the technical guidance and limited duties as the performed by the COR or ACOR in his/her absence or when specifically delegated in writing by the ACOR for that task order. Any function explicitly assigned to the GTM by this contract may be specifically delegated in writing by the ACOR to the GTM for a specific task order

(b) The GTM is authorized to:

- (1) Develop the technical requirements for task orders.
- (2) Evaluate Contractor submitted litigation support plans for technical sufficiency.
- (3) Provide technical direction during the performance of a given order issued under this contract.
- (4) Provide quality surveillance of the Contractor's performance on a given order issued under this contract
- (5) Inspect all order deliverables
- (6) Conduct periodic reviews of work and services performed by the Contractor to ensure compliance with the contract and order terms and conditions
- (7) Advise the ACOR of any factors which may cause delay in performance of the work

(c) The GTM shall not provide supervisory assistance to the Contractor's personnel. Supervision remains the contractor's sole responsibility.

(d) Although the COR has the responsibility to inspect all deliverables and authorization to certify invoices for payment in accordance with Section G, these functions may be delegated to the Assistant Contracting Officer's Representative ((ACOR) referenced below) or to the GTM

### **H.1 Contract Type**

This is a fixed unit price, indefinite-delivery, indefinite-quantity contract. Individual orders may be issued on a firm-fixed price, time-and-materials, or labor-hour basis, or any combination thereof.

### **H.2 Ordering**

#### **H.2.1 General**

(a) Services to be furnished under this contract shall be ordered by issuance of task orders issued by the Justice Management Division (JMD), Procurement Services Staff (PSS) unless a delegation of contracting authority is provided by JMD PSS to another agency's procurement activity to issue task orders. Agencies that may receive delegation to order include the AFP Participating Agencies listed in Section C and their respective contracting organizations. All orders are subject to the terms and conditions of this contract. In the event of a conflict between an order and this contract, the contract shall control.

(b) Federal agencies that have AFISS requirements should request delegation through the DOJ, JMD CO or AFMS COR. If the federal agency does not have a CO then AFMS will review the requirement and determine its capacity to administer the order.

(c) There are no minimum or maximum dollar amount limitations for individual orders placed under this contract. The maximum aggregate amount of all orders placed under this contract is specified in Section

## B.2.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. In no event shall the completion date for any order extend beyond one year after the expiration date of the contract. In such instances, the contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the final period of performance specified in the order.

(e) Orders may be issued for a one-year period of multiple years. For any order issued for a one-year period involving a requirement that remains active beyond one year, the Contracting Officer may either issue a new order at the end of the order period or extend the performance of the order via contract modification.

(f) Request for Task Order Issuance. When a requirement within the scope of work for this contract is identified, the requiring agency should provide a copy of their requirement to the DOJ, AFISS COR and CO for review and comment. The requirement should address all requirements for order content including any AFMS fair opportunity information and the proposed fair opportunity process. DOJ will review and provide comment within no more than 10 business days. The resultant solicitation shall be distributed to all contract holders by the requiring office's designated CO or the AFISS CO.

**H.2.2 Order Content**

Each order issued under this contract will include the following information as applicable:

- (1) Contract number and order number.
- (2) Date of the order.
- (3) Program name and title/description.
- (4) Description of the work to be performed.



- (5) Work schedule, period of performance or required completion date.
- (6) Place of delivery or performance.
- (7) Reporting requirements and deliverables.
- (8) CLIN number and description, quantity, unit price and extended total.
- (9) Firm fixed price to complete the requirements and/or the ceiling price for those tasks to be performed on a not-to-exceed or time-and-materials or labor-hour basis.
- (10) Security requirements; and
- (11) Accounting and appropriation data.

### **H.2.3 Fair Opportunity**

The Contracting Officer will use broad discretion in ensuring that each Contractor is provided a fair opportunity to be considered for each task order award. All requirements, solicitations and award rationale shall be coordinated with the DOJ CO and AFMS COR to ensure fair opportunity.

The Contracting Officer may consider the following prior to making a task order award:

- (1) The Contractor's existing AFISS awards and the availability of its resources.
- (2) Suitability of Contractor's available resources given the nature of the requirements.
- (3) Whether the requirement is a logical follow-on to a previous/on-going order issued under the contract.
- (4) Potential conflicts of interest (see Section H.10).
- (5) Comparison of CLIN prices for the required products and services.
- (6) Contractor's cost control history under orders for similar types of support; and Quality of the Contractor's past performance under orders for similar types of support.

The Contracting Officer will ensure that all contract holders receive fair opportunity to be considered for each order in accordance with FAR 16.505. The Contracting Officer may award an order to any individual contractor on a noncompetitive basis if the conditions in FAR 16.505(b)(2) apply.

Streamlined procedures, including the use of oral presentations, may be utilized in the fair opportunity process.

The Contracting Officer will not necessarily contact each Contractor before making the task order award, however, a notice of award will be provided to all offerors. All orders shall be reported at [fpds.gov](http://fpds.gov) (Federal Procurement Data System) upon award with the AFISS contract number.

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

Tara Jamison  
Office of Acquisition Management (OAM)  
Phone: 202-616-3754  
Email: [Tara.jamison@usdoj.gov](mailto:Tara.jamison@usdoj.gov)

### **H.3 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 non-personal 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.