SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30

1. REQUISITION NUMBER	PAGE 1 OF
15JA21-22-PR-0065	21

2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			15JA2122Q00000004	08/12/2022

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (*No collect calls*)	8. OFFER DUE DATE / LOCAL TIME
			08/19/2022 12:00 ET

9. ISSUED BY — CODE 15JA21

U.S. Attorneys Office Southern District of Georgia
22 Barnard Street
Suite 300
Savannah, GA 31401

10. THE ACQUISITION IS [X] UNRESTRICTED OR [ ] SET ASIDE: % FOR

- [ ] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
- [ ] EDWOSB
- [ ] 8(A)

NAICS: 561990

SIZE STANDARD: 14.5 Million

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
[ ] SEE SCHEDULE

12. DISCOUNT TERMS
NET 30

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
[X] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE 15JA21

U.S. Attorneys Office Southern District of Georgia
22 Barnard Street
Suite 300
Savannah, GA 31401

16. ADMINISTERED BY — CODE 15JA21

U.S. Attorneys Office Southern District of Georgia
22 Barnard Street
Suite 300
Savannah, GA 31401

17a. CONTRACTOR/ OFFEROR — CODE [ ] FACILITY CODE [ ]

TELEPHONE NO.

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE 15JA21

U.S. Attorneys Office Southern District of Georgia
22 Barnard Street
Suite 300
Savannah, GA 31401

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Administrative Services Consultant U.S. Attorney's Office - Southern District of Georgia COR: TBD Period of Performance: 09/05/2022 - 09/04/2023 Firm Fixed Price See Continuation Sheet(s) (*Use Reverse and/or Attach Additional Sheets as Necessary*)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (*For Govt. Use Only*)

[X] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA [X] ARE [ ] ARE NOT ATTACHED

[ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA [ ] ARE [ ] ARE NOT ATTACHED

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*TYPE OR PRINT*)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (*TYPE OR PRINT*)	31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

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Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Administrative Services Consultant Regular Hours PSC: R699 **Line Period of Performance:** 09/05/2022 - 08/04/2023	227	HR	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel Travel reimbursement based upon Federal Travel Regulations. Estimate NTE. PSC: R699 **Line Period of Performance:** 09/05/2022 - 08/04/2023	5,200	LT	$1.00	$5,200.00

Statement of Work (SOW)

STATEMENT OF WORK
ADMINISTRATIVE SERVICES CONSULTANT
U.S. Attorney's Office – Southern District of Georgia

1.0 INTRODUCTION

The mission of the United States Attorneys is to serve as the nation's principal litigators under the direction of the Attorney General. There are 93 United States Attorneys stationed throughout the United States, Puerto Rico, the Virgin Islands, Guam, and the Northern Mariana Islands. Each United States Attorney is the chief federal law enforcement officer of the United States within his or her particular jurisdiction.

United States Attorneys conduct most of the trial work in which the United States is a party. The United States Attorneys have three statutory responsibilities under Title 28, Section 547 of the United States Code:

- the prosecution of criminal cases brought by the Federal Government;
- the prosecution and defense of civil cases in which the United States is a party;
- the collection of debts owed the Federal Government which are administratively uncollectible.

Although the distribution of caseload varies between districts, each U.S. Attorney's Office (USAO) deals with every category of cases and handles a mixture of simple and complex litigation. Each United States Attorney exercises wide discretion in the use of his/her resources to further the priorities of the local jurisdictions and needs of their communities.

The USAO for the Southern District of Georgia has determined a need for one (1) Administrative Services Consultant to support the operation of the United States Attorney's Office in Savannah, Georgia.

The district office has experienced difficulties recruiting and retaining qualified administrative employees resulting in a staffing shortage in the administrative division.

2.0 GENERAL SCOPE

The consultant will perform a comprehensive assessment of administrative operations and practices and develop strategies to recruit and retain staff.

2.1 Consultant Duties

- Provide all labor, materials, and equipment except as otherwise provided to perform management consultant services as required by the USAO
- Research, gather, analyze, and present data essential for a strong retention and succession strategy
- Research, gather, analyze, and present data required to develop goals, objectives, and key action items to implement a practical, user-friendly retention strategy
- Provide operating advice and assistance on administrative and management issues

- Support the design, development, and implementation of business processes within the organization
- Assist with the development of new business processes, diagnosis of current problems, and redesign, reconstruct, and monitor process to make sure they are effective
- Evaluate and design organizational structure to establish clear managerial accountability

3.0 BASIC QUALIFICAITONS

- Bachelor's Degree in Applied Sciences, Business Administration, Psychology or related fields. Master's Degree preferred.
- Minimum of ten years of experience focused in organizational and staffing effectiveness. At least seven of those years must involve consultation with senior or executive level leadership. Must have proven experience in identifying strategies, translating the strategies into specific goals and objectives and executing strategies.
- Must have demonstrated experience managing multiple large, complex projects with diverse concerns. Must have an in-depth knowledge of the structure of a private law firm, USAO or a similar state or local entity.
- Must possess strong effective communication skills, including ability to communicate with leadership, both oral and written, strong presentation skills and experience working with employees at different levels and positions in an office.
- Must have a proven track record of designing and implementing effective strategies to enhance productivity and continuity of services.
- Ability to obtain and maintain a Public Trust Security Access
- U.S. Citizenship

4.0 GOVERNMENT FUNISHED EQUIPMENT AND RESOURCES

The USAO will provide the contractor with access to the government's facility and office space. Contractor must provide all equipment needed.

5.0 WORK LOCATION AND PERIOD OF PERFORMANCE

5.1 Office Location

Performance will be at the U.S. Attorney's Office, Southern District of Georgia, 22 Barnard Street, Suite 300, Savannah, Georgia, 31401. Offsite performance is authorized at the convenience of the government. Travel within the district may be required. Allowable travel expenses will be reimbursed as described in Section 6.0, Travel.

5.2 Holidays

Except as approved by the Contracting Officer/Contracting Officers Representative (CO/COR) in writing, in advance, work shall not be performed on Federal holidays provided in accordance with the Service Contract Act.

- New Year's Day
- Martin Luther King's Birthday
- Presidents Day
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day, and any other Federal holidays declared by Executive Order

5.3 Period of Performance

The anticipated period of performance (PoP) is September 05, 2022 to September 04, 2023.

6.0 TRAVEL

The contractor may be required to travel from time to time for special projects. All travel must be pre-approved by the CO or COR and shall only be performed with the prior approval of the CO or COR. Travel invoices shall be submitted separately with back-up documentation and receipts provided as indicated below. Indirect costs associated with travel expenses shall not be reimbursed.

Contractors shall obtain government rates at all times. If government rates are not available, the Contractor shall contact the travel program lead prior to making arrangements.

Contractors are expected to incur expenses prudently. Excessive or lavish travel expenses shall not be reimbursed. Below are some guidelines to prevent the incurrence of unacceptable travel expenses:

- Coach class transportation tickets should be purchased. Receipts are required.
- Receipts are required for all lodging costs, regardless of amount. Actual hotel costs shall be reimbursed up to government maximum lodging amount for city as indicated in the Federal Travel Regulation (FTR) http://www.gsa.gov. Standard hotel rooms should be purchased. Lodging cost shall not be allowed for stays with friends and/or relatives.
- Receipts are not required for meals. Meals and incidental expenses (M&IE) shall be reimbursed at the government M&IE rate as indicated in the Federal Travel Regulation, limited to ¾ rate for first and last day of travel.
- Receipts are required for any miscellaneous expenses over $75, i.e. taxi, phone calls, fax services, copier costs, etc.
- Non-business-related activities shall not be reimbursed, i.e., movies in hotel rooms, personal phone calls, sight-seeing ventures, transportation to night time activities or events, etc.
- Tips should not exceed 15% of the cost for taxis, etc.

Contractor personnel must submit their travel expenses for reimbursement to their employer. The employer will reimburse the contractor and bill the travel expenses to the USAO on a monthly basis.

Note: As government per diem rates are revised in the FTR, the new rates shall automatically be effective on the date of the revision. If additional expenses are needed, they must be justified, supported by receipts when applicable, and approved by the CO or COR.

7.0 DELEVERABLES/REPORTS

The contractor shall propose and submit a plan describing the retention strategy, including a succession component, and detailing the key activities and timelines no later than one hundred and twenty (120) days after the contract is awarded.
The contractor shall submit a quarterly status report. The status report shall include progress for the period including activities and accomplishments as well as obstacles encountered. The status report must be submitted fifteen (15) days after the end of the quarter.
The contractor shall provide a final report at the conclusion of the effort. The report will summarize objectives achieved, significant issues and recommendations. The final report is due thirty (30) days after the conclusion of the project.
This list of deliverables may not be all inclusive; additional deliverables may be identified by the USAO throughout the duration of the contract.

8.0 RESIDENCY REQUIREMENT

Contractor or Contractor's Employee shall meet the DOJ Residency Requirement. The Residency Requirement states that, for three of the five years immediately prior to applying for a position, the individual must have: 1) resided in the United States; 2) worked for the United States overseas in a Federal or military capacity; or 3) be a dependent of a Federal or military employee serving overseas. This requirement can be waived for short-term (i.e., those employees performing duties for a cumulative total of 14 days or less) if there is a critical need for their specialized or unique skills (for example, interpreters for rare foreign languages). These individuals must be United States citizens or Permanent Resident Aliens. A waiver request from the head of the Component outlining the extenuating circumstances along with the requisite contractor clearance package shall be submitted through the Contracting Officer's Point of Contact (COPC) to the Department Security Officer (DSO) for approval. Each waiver request will be reviewed by the DSO and a determination made on a case-by-case basis. Additionally, a contractor employee who is not a U.S. citizen must be from a country allied with the United States. Since the countries on the Allied Countries List are subject to change, the head of the Component shall review the following website for current information: http://www.opm.gov/employ/html/Citizen.htm

9.0 SECURITY REQUIREMENTS

Contractor will be required to have a favorably completed background investigation equivalent to a Public Trust Security Access. This process will include a background check, credit history check, and a drug screening.
The USAO will provide the necessary security form and instructions to the successful proposed contractor and will process them.

9.1 Confidentiality

The Contractor shall recognize that the USAO has law enforcement interests, as well as non-privileged information obtained from federal agencies and employees and other proprietary information which are valuable, special and unique assets of the USAO.
The Contractor agrees that any sensitive documents, information and statements made during the course of business must be kept confidential.

10.0 INVOICING INSTRUCTIONS

10.1 Billable Hours

The Contractor shall only bill or invoice the USAO for hours spent performing work.

10.2 Invoices

Invoicing shall be no more often than on a monthly basis.
A separate invoice shall be submitted for reimbursement of travel and any other reimbursable expenses, accompanied with receipts.
Invoices shall be submitted, via email and/or hard copy to:

U.S. Attorney's Office
Attn: Budget Analyst
22 Baynard Street, Suite 300
Savannah, GA 31401
Christopher.Grimes2@usdoj.gov
USGAS.vendor.contracts@usdoj.gov

- Invoices shall be submitted with the following information:
- Contractor's Name and Tax Identification Number
- Contractor's Mailing Address
- Telephone Number
- Date of Invoice
- Contract Number
- Description
- Itemization and price for all services delivered
- The date or period of time over which services were rendered

Invoices that are not properly submitted, or that contain incorrect data, shall be returned for revision.
Prompt Payment Act – In accordance with eh Federal Prompt Payment Act, the U.S. Attorney's Office is authorized 30 days for the date on which a complete, correct invoice is received to make payment.

11.0 ROLES AND RESPONSIBILITIES OF GOVERNMENT PERSONNEL

The Contracting Officer (CO) is the only person authorized to make or approve any changes to any of the requirements of this task order and, notwithstanding any provisions contained elsewhere in this contract, the said authority remain solely with the CO. In the event the contractor makes any changes at the direction of any person other then the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract terms and conditions, including price.

2852.201-70 Contracting Officer's Representative (COR) – (EOUSA modified, March 2014)

2852.201-70 Contracting Officer's Representative (COR) – (EOUSA modified, March 2014)

(a) **TBD at time of award**, is hereby designated to act as Contracting Officer's Representative (COR) under this contract.

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

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

(End of Clause)

EOUSA AI-10-1A Notice of Contractor Personnel Security Clearance Requirements (May 2016)

Notice of Contractor Personnel Security Clearance Requirements (May 2016)

Where performance under this contract/task or delivery order/call requires contractor personnel to have access to Department of Justice (DOJ) information, systems or facilities, contractor personnel will be subject to the background clearance requirements of Homeland Security Presidential Directive (HSPD)-12, OMB Guidance Memorandum M-05-24, FIPS Publication 201 and DOJ policy implementing HSPD-12 requirements.

Background clearance requirements are determined by the risk level of each position, type of access and length of access required. Further information on background security clearance requirements applicable to contractor personnel proposed for performance on this contract/order/call may be obtained from the Contracting Officer.

All contractor personnel must meet the DOJ Residency Requirements. He/She must have lived in the United States three of the last five years immediately prior to start of performance on this contract/order/call, and/or worked for the United States overseas in a federal or military capacity, and/or be a dependent of a federal or military employee serving overseas. Specific limited waiver request

requirements - contractor personnel performing duties for a cumulative total of 14 days or less where there is a critical need for their specialized and unique skills (as solely determined by the Government) may be proposed for a waiver of the Residency Requirement by the contractor. Contractor personnel who are non-US citizens proposed for such a waiver of the Residency Requirement must be from a country allied with the United States (Since the countries on the Allied Countries List are subject to change, the contractor may review the following website for current information:

http://www.opm.gov

For contracts/orders/calls where access to DOJ information systems is involved, non-US citizens are not permitted to have access to or assist in the development, operation, management or maintenance of any DOJ IT system, unless a waiver is granted by the head of the Component, with concurrence of the Department Security Officer (DSO) and DOJ Chief Information Officer (CIO). Any such waiver must be in writing and be obtained prior to allowing any contractor employee who is the subject of the waiver request to begin work under this contract/order/call.

The above requirements apply to any and all contractor employees requiring access to DOJ information systems or facilities, including subcontractor personnel, if applicable.

(end of clause)

EOUSA AI-10-1B Security of Department Information and Systems (April 2015)

Security of Department Information and Systems (April 2015)

I. Applicability to Contractors and Subcontractors

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

II. General Definitions

The following general definitions apply to this clause. Specific definitions also apply as set forth in other paragraphs.

A. **Information** means any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information includes information in an electronic format that allows it be stored, retrieved or transmitted, also referred to as "data," and "personally identifiable information" ("PII"), regardless of form.

B. **Personally Identifiable Information (or PII)** means any information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity, such as his or her name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

C. **DOJ Information** means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, Information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired in order to perform the contract.

D. **Information System** means any resources, or set of resources organized for accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of (hereinafter collectively, "processing, storing, or transmitting") Information.

E. **Covered Information System** means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information.

III. Confidentiality and Non-disclosure of DOJ Information

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

B. All documents produced in the performance of this contract containing DOJ Information are the property of the U.S. Government and Contractor shall neither reproduce nor release to any third-party at any time, including during or at expiration or termination of the contract without the prior written permission of the CO.

C. Any DOJ information made available to Contractor under this contract shall be used only for the purpose of performance of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In performance of this contract, Contractor assumes responsibility for the protection of the confidentiality of any and all DOJ Information processed, stored, or transmitted by the Contractor. When requested by the CO (typically no more than annually), Contractor shall provide a report to the CO identifying, to the best of Contractor's knowledge and belief, the type, amount, and level of sensitivity of the DOJ Information processed, stored, or transmitted under the Contract, including an estimate of the number of individuals for whom PII has been processed, stored or transmitted under the Contract and whether such information includes social security numbers (in whole or in part).

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

A. For all Covered Information Systems, Contractor shall comply with all security requirements, including but not limited to the regulations and guidance found in the Federal Information Security Management Act of 2014 ("FISMA"), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology ("NIST") Special Publications ("SP"), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards ("FIPS") Publications 140-2, 199, and 200, OMB Memoranda, Federal Risk and Authorization Management Program ("FedRAMP"), DOJ IT Security Standards, including DOJ Order 2640.2, as amended. These requirements include but are not limited to:

1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise;

2. Providing security awareness training including, but not limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems;

3. Creating, protecting, and retaining Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information;

4. Maintaining authorizations to operate any Covered Information System;

5. Performing continuous monitoring on all Covered Information Systems;

6. Establishing and maintaining baseline configurations and inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Information Systems;

7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups;

8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods where required;

9. Establishing an operational incident handling capability for Covered Information Systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities, and tracking,

documenting, and reporting incidents to appropriate officials and authorities within Contractor's organization and the DOJ;

10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance;

11. [Reserved]

12. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media;

13. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized U.S. citizens unless a waiver has been granted by the Contracting Officer ("CO"), and protecting the physical facilities and support infrastructure for such Information Systems;

14. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards;

15. Assessing the risk to DOJ Information in Covered Information Systems periodically, including scanning for vulnerabilities and remediating such vulnerabilities in accordance with DOJ policy and ensuring the timely removal of assets no longer supported by the Contractor;

16. Assessing the security controls of Covered Information Systems periodically to determine if the controls are effective in their application, developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Information Systems, and monitoring security controls on an ongoing basis to ensure the continued effectiveness of the controls;

17. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security; and

18. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate action in response.

B. Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an Authority to Operate ("ATO") for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. The DOJ standards and requirements for obtaining an ATO may be found at DOJ Order 2640.2, as amended. (For Cloud Computing Systems, see Section V, below.)

C. Contractor shall ensure that no Non-U.S. citizen accesses or assists in the development, operation, management, or maintenance of any DOJ Information System, unless a waiver has been granted by the by the DOJ Component Head (or his or her designee) responsible for the DOJ Information System, the DOJ Chief Information Officer, and the DOJ Security Officer.

D. When requested by the DOJ CO or COR, or other DOJ official as described below, in connection with DOJ's efforts to ensure compliance with security requirements and to maintain and safeguard against threats and hazards to the security, confidentiality, integrity, and availability of DOJ Information, Contractor shall provide DOJ, including the Office of Inspector General ("OIG") and Federal law enforcement components, (1) access to any and all information and records, including electronic information, regarding a Covered Information System, and (2) physical access to Contractor's facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data reviews by DOJ or agents acting on behalf of DOJ, and such access shall be provided within 72 hours of the request. Additionally, Contractor shall cooperate with DOJ's efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of DOJ Information.

E. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause is prohibited until Contractor provides a letter to the DOJ CO, and obtains the CO's approval, certifying compliance with the following requirements:

1. Media must be encrypted using a NIST FIPS 140-2 approved product;

2. Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;

3. Where applicable, media must utilize antivirus software and a host-based firewall mechanism;

4. Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information is sensitive information unless specifically designated as non-sensitive by the DOJ; and,

5. A Rules of Behavior ("ROB") form must be signed by users. These rules must address, at a minimum, authorized and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the user that he or she has no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.

F. Contractor-owned removable media containing DOJ Information shall not be removed from DOJ facilities without prior approval of the DOJ CO or COR.

G. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with DOJ security requirements.

H. Contractor must keep an accurate inventory of digital or electronic media used in the performance of DOJ contracts.

I. Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 15 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned to the DOJ in a format and form acceptable to the DOJ. The removal and return of all DOJ Information must be accomplished in accordance with DOJ IT Security Standard requirements, and an official of the Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 15 days of the removal and return of all DOJ Information.

J. DOJ, at its discretion, may suspend Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident (see Section V.E. below), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to the DOJ, and that upon request by the CO, Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at Contractor's expense.

V. Cloud Computing

A. **Cloud Computing** means an Information System having the essential characteristics described in NIST SP 800-145, *The NIST Definition of Cloud Computing.* For the sake of this provision and clause, Cloud Computing includes Software as a Service, Platform as a Service, and Infrastructure as a Service, and deployment in a Private Cloud, Community Cloud, Public Cloud, or Hybrid Cloud.

B. Contractor may not utilize the Cloud system of any CSP unless:

1. The Cloud system and CSP have been evaluated and approved by a 3PAO certified under FedRAMP and Contractor has provided the most current Security Assessment Report ("SAR") to the DOJ CO for consideration as part of Contractor's overall System Security Plan, and any subsequent SARs within 30 days of issuance, and has received an ATO from the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under contract; or,

2. If not certified under FedRAMP, the Cloud System and CSP have received an ATO signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under the contract.

C. Contractor must ensure that the CSP allows DOJ to access and retrieve any DOJ Information processed, stored or transmitted in a Cloud system under this Contract within a reasonable time of any such request, but in no event less than 48

hours from the request. To ensure that the DOJ can fully and appropriately search and retrieve DOJ Information from the Cloud system, access shall include any schemas, meta-data, and other associated data artifacts.

VI. Information System Security Breach or Incident

A. Definitions

1. **Confirmed Security Breach** (hereinafter, "Confirmed Breach") means any confirmed unauthorized exposure, loss of control, compromise, exfiltration, manipulation, disclosure, acquisition, or accessing of any Covered Information System or any DOJ Information accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system.

2. **Potential Security Breach** (hereinafter, "Potential Breach") means any suspected, but unconfirmed, Covered Information System Security Breach.

3. **Security Incident** means any Confirmed or Potential Covered Information System Security Breach.

B. Confirmed Breach. Contractor shall immediately (and in no event later than within 1 hour of discovery) report any Confirmed Breach to the DOJ CO and the CO's Representative ("COR"). If the Confirmed Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call DOJ-CERT at 1-866-US4-CERT (1-866-874-2378) immediately (and in no event later than within 1 hour of discovery of the Confirmed Breach), and shall notify the CO and COR as soon as practicable.

C. Potential Breach.

1. Contractor shall report any Potential Breach within 72 hours of detection to the DOJ CO and the COR, *unless* Contractor has (a) completed its investigation of the Potential Breach in accordance with its own internal policies and procedures for identification, investigation and mitigation of Security Incidents and (b) determined that there has been no Confirmed Breach.

2. If Contractor has not made a determination within 72 hours of detection of the Potential Breach whether an Confirmed Breach has occurred, Contractor shall report the Potential Breach to the DOJ CO and COR within one-hour (i.e., 73 hours from detection of the Potential Breach). If the time by which to report the Potential Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call the DOJ Computer Emergency Readiness Team (DOJ-CERT) at 1-866-US4-CERT (1-866-874-2378) within one-hour (i.e., 73 hours from detection of the Potential Breach) and contact the DOJ CO and COR as soon as practicable.

D. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify (1) both the Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII, (2) all steps and processes being undertaken by Contractor to minimize, remedy, and/or investigate the Security Incident, (3) any and all other information as required by the US-CERT Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and (4) any other information specifically requested by the DOJ. Contractor shall continue to provide written updates to the DOJ CO regarding the status of the Security Incident at least every three (3) calendar days until informed otherwise by the DOJ CO.

E. All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials or the DOJ Core Management Team at DOJ's discretion.

F. Upon notification of a Security Incident in accordance with this section, Contractor must provide to DOJ full access to any affected or potentially affected facility and/or Information System, including access by the DOJ OIG and Federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

G. DOJ, at its sole discretion, may obtain, and Contractor will permit, the assistance of other federal agencies and/or third party contractors or firms to aid in response activities related to any Security Incident. Additionally, DOJ, at its sole discretion, may require Contractor to retain, at Contractor's expense, a Third Party Assessing Organization (3PAO), acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Information Systems.

H. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

VII. Personally Identifiable Information Notification Requirement

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

VIII. Pass-through of Security Requirements to Subcontractors and CSPs

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

(end of clause)

EOUSA AI-10-1D Continuing Contract Performance During a Pandemic Influenza or other National Emergency (October 2007)

Continuing Contract Performance During a Pandemic Influenza or other National Emergency (October 2007)

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.

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.

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.

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

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.

(end of clause)

Electronic Signatures (MAY 2019)

1. Electronic Signatures (May 2019)
(a) The Department of Justice is committed to doing business in the most efficient and effective way possible, and to facilitate paperless processes. In furtherance of this goal, the Contracting Officer may apply their digital signature to procurement documents in the Portable Document Format (PDF) through the use of their government issued Personal Identity Verification (PIV) Card with a valid public key certificate. A digital signature made with these certificates is evidence that a specific individual signed the electronic record and that it was not altered. The recipient of a signed document can rely on the digital signature as evidence for a third party that the signature was generated by the claimed signer.
(b) For procurement documents that require a signature from a representative of the Contractor, the Contractor may utilize manual or electronic signature. Should the Contractor utilize an electronic signature, by returning the document with an electronic symbol affixed to the appropriate signature block, the Contractor representative signing on behalf of the Contractor certifies that:
(1) Electronic Form of Signature: The Contractor representative has knowingly adopted, applied or affixed an electronic symbol to the document;
(2) Intent to Sign: The Contractor representative has applied an electronic symbol with the intent to legally bind the Contractor;
(3) Association of Signature to Record: the Contractor representative’s signature is attached to the electronic record being signed;
(4) Identification and Authentication of Signer: The Contractor has a means to identify and authenticate a particular person as the signer; and
(5) Integrity of Signed Record: The Contractor can attest to the integrity of the signed record between the time of signature and the returned record to the government.
(c) This clause applies to this document and any subsequent documents (e.g., modifications, task/delivery orders) associated with this action.

Section 3 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2021) - Alternate I (Nov 2021)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
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): www.acquisition.gov		
Clause	Title	Fill-ins (if applicable)
52.212-4 Alt I	Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2021) - Alternate I (Nov 2021)	
52.212-5	Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (May 2022)	(b)(22)(i): "X" (b)(27): "X" (b)(29): "X" (b)(30)(i): "X" (b)(32)(i): "X" (b)(35)(i): "X" (b)(44): "X" (b)(47)(i): "X" (b)(51): "X" (b)(59): "X"
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	

[END OF ADDENDUM TO FAR 52.212-4]

Section 4 - List of Attachments

This Section Is Intentionally Left Blank

Section 5 - Solicitation Provisions

Provisions By Reference

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)		
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov		
Provision	Title	Fill-ins (if applicable)
52.212-3	Offeror Representations and Certifications-Commercial Products and Commercial Services (May 2022)	
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation (Nov 2015)	

Provisions By Full Text

Section L Instructions to Offerors

SECTION L - INSTRUCTIONS TO OFFERORS

L-1 Questions

Questions concerning this solicitation must be submitted in writing by email to David Pawlowski at david.pawlowski@usdoj.gov ***no later than 2:00 PM Eastern Standard Time on Tuesday, August 16, 2022***. This will allow adequate time for responses.

L-2 Quote Due Date

Quotes from Contractors are due in electronic format, in writing, by email to David Pawlowski at david.pawlowski@usdoj.gov ***no later than 12:00 PM (noon) Eastern Standard Time on Friday, August 19, 2022***.

L-3 Quote Submission Criteria

Quote(s) shall be submitted with a Cover Page to include the following information:

- Company Name and Address
- Phone Number
- Point of Contact Name and E-Mail Address
- Unique Entity Identification (UEI) Number
- TIN Number

In addition to the Cover Page, quotes(s) shall consist of **three (3) separate volumes** and contain the following information:

(A) Volume I: Proposed Key Personnel

Offerors shall provide resumes of prospective key personnel. **The proposed key personnel are the Data Analyst, (or equivalent) that will perform the tasks identified in the Statement of Work.** The resume(s) shall demonstrate the key personnel's qualifications to provide the requested services and demonstrate experience in projects of similar size, scope, complexity and results. The resume(s) shall list the Key Personnel's security clearance level, training and certifications, if any. **Each resume(s) shall not exceed three (3) pages in length.**

Provide up to three (3) professional references for each proposed key personnel that can provide past performance information related to the type of work described in the Statement of Work.

Key Personnel references must be clearly labeled "Key Personnel References" and be included in Volume I (Note: Key Personnel References are excluded from resume page limit). If the key personnel do not have references, the offeror must so state (explicitly) in Volume I.

(B) Volume II: Organizational Experience and Past Performance

Offerors shall provide a summary of the Contractor's **organizational** experience demonstrating the Contractor's knowledge and ability to perform the duties and tasks reflected in the Statement of Work. **This summary shall not exceed three (3) pages in length.** Specifically address work history to determine whether the vendor has relevant work experience performing similar work to the SOW specific task requirements and staffing accessibility.

If the offeror's experience is not federal experience, the offeror must clearly demonstrate how its non-federal experience relates to the needs in the Statement of Work. The offeror must demonstrate the knowledge and understanding of the Government's needs.

If the offeror exceeds the page limitation or otherwise does not clearly label this summary "Experience" under Volume II, it will be at the discretion of the contracting officer to select the intended pages for evaluation purposes.

Offerors shall provide up to three (3) **organizational** past performance references for commensurate projects that are in progress or were completed **within the last three (3) years of the Solicitation Issue Date.** If a Contractor will be using a subcontractor, up to three (3) references must be provided for the subcontractor as well. **Each Past Performance Reference shall not exceed two (2) pages in length.**

Past performance references submitted for work that were not in progress or were not completed within the last three (3) years of the Solicitation Issue Date will be accepted; however, these will be considered less relevant than the references within the three year period of the Solicitation Issue Date.

Past performance references may be from commercial or federal/state/local Government contracts; however, similar support services performed for federal government customers generally will be considered more relevant than those done for commercial or state/local government customers. The Contracting Officer has the discretion to retrieve information via offeror supplied references, commercial sources and federal sources including, but not limited to: Past Performance Information Retrieval System and Systems for Award Management.

The following information is required, and shall be included for each organizational past performance reference:

(a) Customer name and address;

(b) Point of contact (name, telephone number) for contractual/administrative matters and technical performance;

(c) Period of contract performance;

(d) Description of work performed.

If the prime contractor is submitting subcontractor(s) as part of the proposal/quote, include the subcontractor's signed written consent to allow the Government to discuss subcontractor's past performance with the prime contractor.

Organizational past performance references must be clearly labeled "Past Performance References" and be included in Volume II. If the organization does not have references, the offeror must so state (explicitly) in Volume II.

(C) Volume III: Price

Offerors shall submit a price proposal as reflected in Section 2, Commodity or Service Schedule of the solicitation, to be evaluated for reasonableness. Do not include asterisks with exceptions or comments on these pages. Only state the price for the CLIN item based on the description of work provided. Any additions to the pricing page other than the CLIN price in the space provided will not be considered.

L-4 Contract Type

This is a Firm Fixed Price contract.

Section M Basis for Award

SECTION M - BASIS FOR AWARD

Best Value: The Government plans to award a Contract to the Offeror(s) whose quote represents the best value solution. The Contracting Officer may reasonably determine that the superior solution/approach merits a higher price, and therefore represents the best value to the Government. The Contracting Officer, using sound business judgment will base the selection decision on the integrated assessment of the Statement of Work and the Offerors capability as measured against the below evaluation factors.

The evaluation criteria for award are in order of importance as follows:

Factor 1: Key Personnel

The contractor shall provide qualified personnel who have sufficient experience, education, training, and skills to satisfactorily perform the requirements of this Statement of Work. Key personnel will be rated based upon their technical expertise and experience, as demonstrated on submitted resumes, in relation to the basic qualifications stated in Section 3.0 of the SOW.

The following ratings will be utilized for Key Personnel (Factor 1):

Rating	Description
4 - Outstanding	Quote meets the fullest expectations of the Government. The offeror has convincingly demonstrated that the Request for Quotation's requirements have been analyzed, evaluated, and should result in an outstanding, effective, efficient, and economical performance under the contract. An assigned rating within "outstanding" indicates that, in terms of the specific factor (or sub factor), the proposal contains essentially **no weaknesses** or deficiencies and meets the fullest expectations of the Government.
3 - Excellent	Quote is fully responsive with **no (significant) deficiencies**. Fulfilling the definition of "excellent" indicates that, in terms of the specific factor (or sub factor), the proposal demonstrates a level of effort that meets the Request for Quotation's requirements and that this effort has produced, or could produce, results which should prove to be substantially beneficial to the project.
2 - Good	Quote is adequately responsive with **minor deficiencies** but no **major deficiencies** noted. An assigned rating within "good" indicates that, in terms of the specific factor (or sub factor), any deficiencies noted are of a minor nature that should not seriously affect the offeror's performance. A rating within "good" is used when there are no indications of weaknesses that could diminish the quality of the effort or increase the risks of failure.
1 - Marginal	A rating of "marginal" indicates that, in terms of the specific factor (or sub factor), the offeror may satisfactorily complete the assigned tasks, but there is at least a **moderate risk that he will not be successful**.
0 - Unsatisfactory	Quote is **not adequately responsive** or does not address the specific factor(s) (or sub factor(s)). The response is incomplete,

	vague, incompatible, incomprehensible, or incorrect as to be unsatisfactory. The assignment of a rating within the bounds of "unsatisfactory" indicates that the evaluator feels that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project.

Factor 2: Organizational Experience and Past Performance

The USAO is seeking offers from companies with exemplary past performance on similar type contracts. This determination will be made based on information obtained from previous customers, preferably government agencies. The following ratings will be utilized for Organizational Experience and Past Performance (Factor 2):

Rating	**Description**
4 - Outstanding	Quote meets the fullest expectations of the Government. The offeror has convincingly demonstrated that the Request for Quotation's requirements have been analyzed, evaluated, and should result in an outstanding, effective, efficient, and economical performance under the contract. An assigned rating within "outstanding" indicates that, in terms of the specific factor (or sub factor), the proposal contains essentially **no weaknesses** or deficiencies and meets the fullest expectations of the Government.
3 - Excellent	Quote is fully responsive with **no (significant) deficiencies**. Fulfilling the definition of "excellent" indicates that, in terms of the specific factor (or sub factor), the proposal demonstrates a level of effort that meets the Request for Quotation's requirements and that this effort has produced, or could produce, results which should prove to be substantially beneficial to the project.
2 - Good	Quote is adequately responsive with **minor deficiencies** but no **major deficiencies** noted. An assigned rating within "good" indicates that, in terms of the specific factor (or sub factor), any deficiencies noted are of a minor nature that should not seriously affect the offeror's performance. A rating within "good" is used when there are no indications of weaknesses that could diminish the quality of the effort or increase the risks of failure.
1 - Marginal	A rating of "marginal" indicates that, in terms of the specific factor (or sub factor), the offeror may satisfactorily complete the assigned tasks, but there is at least a **moderate risk that he will not be successful**.
0 - Unsatisfactory	Quote is **not adequately responsive** or does not address the specific factor(s) (or sub factor(s)). The response is incomplete, vague, incompatible, incomprehensible, or incorrect as to be unsatisfactory. The assignment of a rating within the bounds of "unsatisfactory" indicates that the evaluator feels that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project.

Factor 3: Price

Offeror's quote shall include the offeror's best pricing, including all discounts, as there may not be another opportunity to offer further discounts.

Quotes will be evaluated in accordance with FAR 52.212-2.

The Government may require additional pricing information to assist in determining the extent to which the price is fair and reasonable, and the pricing information shall be provide if requested. The Government will evaluate quotes for award purposes by adding the total of all CLIN prices to ensure that pricing is not unbalanced.

Interested Offerors shall submit a complete price schedule. All line items must be priced. Quotes providing partial pricing shall be considered non-responsive.

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

All evaluation factors: Factor 1: Key Personnel and Factor 2: Organizational Experience and Past Performance, when combined, are significantly more important than price.

52.212-2 Evaluation-Commercial Products and Commercial Services (Nov 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Key Personnel Organizational Experience and Past Performance
Price

[*Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.*]

Technical and past performance, when combined, are significantly more important than price [*Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.*]

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)