



U.S. Department of Justice

*Joyce White Vance
United States Attorney
Northern District of Alabama*

*Christopher J. Givens
Contracting Officer
205-244-2050*

*Administrative Division
1801 Fourth Avenue North
(205) 244-2001*

August 1, 2014

Reference: Contractor –Services

SUBJECT: Request for Quote

Solicitation Number DJJ-14-R-USA01-0005

Dear Offeror:

The United States Attorney's Office for the Northern District of Alabama invites contractors to submit a quote for services described in the attached statement of work, under the authority of Part 13 of the Federal Acquisition Regulation.

Enclosed you will find a Statement of Work for Contractor Services. Please submit your price quote by Monday, August 11, 2014 by 10:01am (CT). This RFQ does not obligate the U.S. Government to award a contract, nor does it commit the U.S. Government to pay any cost incurred in preparing and submitting your proposal.

The evaluation criteria will consist of a Best Value, Lowest Price Technically Acceptable (LPTA), based on the following three factors:

- 1) Management Approach: Develop, Distribute, Host, and Administer a Multimedia Educational Module for a K-12 target audience.
- 2) Educational Service
- 3) Price

In addition, all offerors must:

- 1) Provide a minimum of one resume for key personnel. The personnel will be the person(s) expected to perform the tasks identified in the Scope of Work. The resume(s) should reflect the personnel's experience, training, and certifications, if any.

- 2) A summary of the Contractor's experience demonstrating the contractor's knowledge and ability to perform the duties and tasks reflected in the Scope of Work. This summary shall not exceed two (10) pages.
- 3) Complete and Return Attachment A with RFQ response
- 4) Sign and Return the Security Requirements Statement

The Government estimated value of this contract is \$23,000.00.

Contract Term: 1 Year; Projected Period of Performance (8/15/2014 – 8/14/2015)

Proposals submitted in response to this RFQ will be received in the following manner: via regular mail (please allow additional time for security screening), hand carried, and email. Proposal may also be forwarded by Courier or Overnight Mail Service to the attention of the undersigned at USAO.

Hand-Carried and Mailing Address:

United States Attorney's Office
1801 Fourth Avenue North
Birmingham, AL 35203
Attention: Chris Givens

Email Address: Christopher.Givens@usdoj.gov

Proposals that are faxed will not be accepted. Proposals must be received by 10:01am (CT) August 11, 2014.

All questions for this solicitation will be accepted if received by Wednesday, August 6th, 2014 at 2:00pm CT by email only. Questions regarding this solicitation must be emailed to Christopher.Givens@usdoj.gov.

Sincerely,

Christopher J. Givens
Contracting Officer

**U.S. Attorney's Office, Northern District of Alabama
1801 Fourth Avenue North
Birmingham, AL 35203**

**Contracting Officer/P.O.C: Christopher J. Givens
Phone: 205-244-2050 Email: Christopher.givens@usdoj.gov**

RFQ# DJJ-14-R-USA01-0005

**Open Period: Friday, August 1st at 10:00am CT to Monday, August 11, 2014
at 10:01am CT**

SOLICITATION: RFQ# DJJ-14-R-USA01-0005

Statement of Work / Request for Quote

Instructions: Contractors shall complete ATTACHMENT A, sign the security requirements statement, provide a price quote, provide references and return it with your RFQ proposal response by 10:01am CT on Monday, August 11, 2014. Contractors shall submit firm-fixed prices to perform the services identified in this Statement of Work.

1.0 Introduction

During the past three years, the United States Department of Justice has announced various key priorities and initiatives. Currently the United States Attorney's Office (USAO) Northern District of Alabama has a Heroin and Prescription Drug Initiative to educate stakeholders concerning dangers of Heroin and Prescription Drug Abuse. Since the District's Heroin and Prescription Drug Initiative primarily focuses on education and drug prevention, an educational program must be developed to address these problems with children. The U.S. Attorney's Office Northern District of Alabama does not have expertise in the field of post-secondary education or on how to build an online module that can be developmentally appropriate for the target age group. The U.S. Attorney is therefore in need of an offeror who has experience in the field of post-secondary education and with creating educational modules for children regarding serious matters such as drug prevention. This offeror must develop, distribute, and host interactive online modules that will achieve the goals and objectives of the Northern District of Alabama's Heroin and Prescription Drug Initiative.

2.0 Objective

Through this statement, the United States Attorney's Office (USAO) is seeking an educational service contractor to develop, distribute, host, and administer an interactive online educational module for children that will address heroin and prescription drug prevention in an appropriate educational format according to the Northern District of Alabama's Heroin and Prescription Drug Initiative.

3.0 General

- (a) The contractor shall identify critical learning objectives from the Northern District of Alabama's Heroin and Prescription Drug Initiative and develop strategy for translating those objectives in an educational format.
- (b) The contractor shall take critical learning objectives and develop an online multi-media training module for a K-12 target audience.
- (c) The contractor shall develop and implement a distribution method that gives access to the educational module for all K-12 institutions in the Northern District of Alabama. This distribution method should consist of a format that can be accessed without internet.
- (d) The contractor shall film an introductory video that accompanies the training modules.
- (e) The contractor shall provide disk media of the introductory video and combined training modules.
- (f) The contractor shall host the developed educational module in a publicly available format.
- (g) The contractor shall submit firm-fixed prices to perform the services identified in this Statement of Work.
- (h) The contractor must be registered in the Government's System for Award Management (SAM) database which can be found at www.SAM.gov.
- (i) The contract term is for the period of one year.

Contract Term: 1 Year (8/15/2014 through 8/14/2015)

4.0 Scope

This statement of work encompasses educational services to support the Northern District of Alabama's Heroin and Prescription Drug Initiative by developing, distributing, hosting, and administering a district-wide multi-media educational module on heroin drug prevention for a K-12 audience. The module will be used to combat the growing concerns of the abuse of heroin and prescription drugs. It is the U.S. Attorney's Office's re-

sponsibility to communicate the Department's concern of heroin and prescription drug abuse and advocate drug prevention. The contractor will provide educational services to include developing, distributing, hosting, and administering education modules.

- 4.1 The contractor shall identify critical learning objectives from the Northern District of Alabama's Heroin & Prescription Drug Initiative and develop strategy for translating those objectives in an educational format.
- 4.2 The contractor shall take critical learning objectives and develop an online multi-media training module for a K-12 target audience. The contractor must also provide the training module in a multi-media format that allows access without the internet.
- 4.3 The contractor shall use modules that incorporate brief video narratives along with a pre and post assessment. Video topics will include prevention of heroin use, prescription drug abuse and awareness of current trends in the United States.
- 4.4 The contractor shall film a 5 to 7 minute introductory video to proceed the training modules. This video may feature the U.S. Attorney, law enforcement, victims' families and/or a local personality. Video shall be filmed and reproduced in high definition.
- 4.5 The contractor shall develop a production timeline of module storyboards for USAO review and approval prior to actual production.
- 4.6 The contractor shall use high definition format for video, training modules, and disk production when allowable.
- 4.7 The contractor shall provide distribution through multi-media format (online – learning management system (LMS), dvd, etc.) and incorporate analytics to track participation and location. Multi-media delivery includes a pre- and post- assessment.
- 4.8 The contractor shall use a website (LMS or equivalent) to allow an online point of entry.
- 4.9 The contractor shall provide 1000 each multi-media disks of the introductory video and combined training modules (ideally all modules on one disk).
- 4.10 The contractor shall provide 100 each multi-media disks of the introductory video.
- 4.11 The contractor assumes all cost for labor, materials, facilities, equipment, etc. in completion of this effort.

4.12 The contractor will be identified as a contractor and is prohibited from performing any inherent government functions.

4.13 Payment for Unauthorized Work

The Contractor will not receive payment for any unauthorized purchases of supplies and/or services, or for any unauthorized changes to the scope of work. This includes any services performed by the Contractor of his/her own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a Contracting Officer is authorized to change the specifications, terms and conditions under this contract.

4.14 Payment Schedule

The Contractor shall submit an invoice to the USAO on a monthly basis, no later than two weeks after the end of the month. The invoice will be addressed to the USAO and contain the Contractor's name, Taxpayer Identification Number (TIN), address, and itemization of services provided.

The USAO will process the invoice under the Prompt Payment guidelines to pay within fifteen days of receipt of the services and receipt of the invoice. The payment will be made via Electronic Funds Transfer (EFT) to the financial institution account in the System for Award Management (SAM) database.

Invoices shall be submitted to the USAO as follows:

United States Attorney's Office
Northern District of Alabama
Attention: Budget Office
1801 Fourth Avenue North
Birmingham, AL 35203-2101

Contractor questions regarding payment information should be directed to the USAO Budget Office at (205) 244-2040 or (205) 244-2041.

4.15 Contract Administration

Upon award, the Contracting Officer (CO) will coordinate the technical aspects of this contract and inspect items/services furnished.

4.16 Standards of Conduct

The Contractor will be responsible for maintaining satisfactory standards of competency, conduct, appearance, and integrity.

The USAO retains the right to terminate the contract if the Contractor fails to adhere to this statement of work.

The Contractor will refrain from disorderly conduct, use abusive or offensive language, participating in disruptive activities which interfere with the normal and efficient operations of the USAO.

4.17 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 a day must be kept confidential.

4.18 Government Liability

The United States, its agent, agencies, department employees, and/or contracting officials shall not be liable for any injury to the Contractor or damage to the Contractor's property unless the injury or damage is due to negligence of the USAO's part and may be recoverable under the Federal Tort Claims Act.

5.0 Organization

United States Attorney's Office for the Northern District of Alabama
1801 Fourth Avenue North
Birmingham, AL 35203-2101
Phone: (205) 244-2001
P.O.C: Chris Givens, Contracting Officer (CO)

6.0 Place of Performance

Work will be performed at contractor's site location.

7.0 Period of Performance

Work must begin on August 15, 2014.

Period of Performance will be for 1 Year.

Contract Term

8/15/2014 to 08/14/2015

8.0 Question and Answers

All questions for this solicitation will be accepted if received by Wednesday, August 6th, 2014 at 2:00 pm CT by email only. Questions regarding this solicitation must be emailed to Christopher.Givens@usdoj.gov.

9.0 Evaluation Criteria

The United States Attorney's Office for the Northern District of Alabama invites contractors to submit a quote for services described in the attached statement of work, under the authority of Part 13 of the Federal Acquisition Regulation.

The evaluation criteria will consist of a Best Value, Lowest Price Technically Acceptable (LPTA), based on the following three factors:

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- 2) A summary of the Contractor's experience demonstrating the contractor's knowledge and ability to perform the duties and tasks reflected in the Scope of Work. This summary shall not exceed two (10) pages.
- 3) Complete and Return Attachment A with RFQ response
- 4) Sign and Return the Security Requirements Statement

10.0 Security Requirements

NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS201)¹ entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

10.1 Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items 1a. and 1b. above. The pre-appointment waiver requirements for short-term contractors are a:

- A. Favorable review of the security questionnaire form;
- B. Favorable fingerprint results;
- C. Favorable credit report, if required;
- D. Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.

A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PIV-I identity proofing process. For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

10.2 Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.

- A. For purposes of the policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
- B. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
- C. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
- D. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.

If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.

10.3 An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.

10.4 The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

10.5 Contractor Employee Residency Requirement

A. All contractor employees assigned to this contract and working within the United States 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 if a Federal or military capacity; or 3) be a dependent of a Federal or military employee serving overseas.

B. 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 Technical Representative (COTR) 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.

C. 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 web site for current information: <http://www.opm.gov/employ/html/Citizen.htm>.

1. FIPS 201 is available at: www.crsc.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf

2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPID-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.

3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
 4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM's instructions, to obtain an Advance NAC Report, a Code "3" must be placed in block "B" of the "Agency Use Only" section of the investigative form. This report is available for all case types.
 5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
- A. Continuing Contract Performance During a Pandemic Influenza or other National Emergency**

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). Contract Security requirements must 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 or COTR 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, COTR 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.

11.0 Government-Furnished Equipment, Badge, Keys and /or Facilities Provided

No Government-Furnished equipment will be provided. If access is required, escorted access will be provided.

12.0 Personnel Security Clearances

Contractor should inform the P.O.C. of any accommodation that would require the USAO to provide special assistance.

The government reserves the right to have the contractor undergo security clearance screening should it be necessary to accomplish the scope of this contract. The government acknowledges that contractor rates will increase for increased clearance levels and will make the equitable adjustment to the contract should this be required of the contractor's personnel.

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1. FIPS 201 is available at: www.crsc.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf

ATTACHMENT A – RFQ PROVISIONS

- FAR 52.252-2 Clauses Incorporated by Reference (FEB 98) - This Request for Quotation incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses and submit this attachment with their quotation. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.
- FAR 52.204-3 Tax Identification Number (OCT 98) - If known, please indicate your Tax Identification Number (TIN).
- FAR 52.204-6 Data Universal Numbering System (DUNS) (APR 08) - If known, please indicate your Contractor Identification Number (DUNS #)
- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011) - When performance requires contractor personnel to have access to Department of Justice facilities or information systems.
- FAR 52.217-3 Evaluation Exclusive of Options (APR 84) - When the RFQ indicates option quantities will not be considered as part of the evaluation process.
- FAR 52-217-5 Evaluation of Options (JUL 90) - When the RFQ indicates option quantities will be considered as part of the evaluation process.
- FAR 52.219-1 Small Business Representation (Apr 2012) - Complete if the estimated dollar value of the purchase exceeds the micro-purchase threshold and the contractor will perform the contract inside the United States or its outlying areas. Contracting Officer shall provide NAICS code and size standard below.
- (a)
- (1) The North American Industry Classification System (NAICS) code for this acquisition is _____ [*insert NAICS code*].
- (2) The small business size standard is _____ [*insert size standard*].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The offeror represents as part of its offer that it is, is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. *[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.]* The offeror represents as part of its offer that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. *[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. *[Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.]* The offeror represents as part of its offer that—

(i) It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. *[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that is is, is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern,” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small

business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern

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(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

FAR 52.222-18

Certification Regarding Knowledge of Child Labor for Listed End Products (FEB 01) - This certification must be completed if the contractor is informed that the product or service being offered is included in the List

of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, as identified by their country of origin.

The following end product(s) being acquired under this Request for Quotation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin.

<u>Listed End Product</u>	<u>Listed Countries of Origin</u>
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Certification.

The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

- The offeror will not supply any end product listed above that was mined, produced, or manufactured in a corresponding country as listed for that end product.

- The offeror may supply an end product listed above that was mined, produced, or manufactured in the corresponding country as listed for that product provided the offeror has certified that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

FAR 52.225-2

Buy American Act Certificate (Feb 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product". The terms "commercially available off-the-shelf (COTS) item", "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Line Item No.

Country of Origin

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of provision)

**NOTICE OF CONTRACTOR PERSONNEL SECURITY CLEARANCE
REQUIREMENTS**

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/employ/html/Citizen.htm>

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.

SECURITY OF SYSTEMS AND DATA, INCLUDING PERSONALLY IDENTIFIABLE DATA

a. Systems Security

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

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

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

1. Laptops must employ hard drive encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 validated product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism.
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department.

Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FIPS 140-2 validated product;

5. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
6. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
7. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
8. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work.

b. Data Security

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

If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the EOUSA Security Operations Center at (803) 705-5533 within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

c. Personally Identifiable Information Notification Requirement

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

d. Pass-through of Security Requirements to Subcontractors

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

INFORMATION RESELLERS OR DATA BROKERS

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.

ATTACHMENT E – ALL OPEN MARKET PURCHASE ORDERS

- FAR 52.252-2 Clauses Incorporated by Reference (FEB 98) - This order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.
- FAR 52.204-2 Security Requirements (AUG 96) - When the order requires access to classified documents.
- FAR 52.204-7 Central Contractor Registration (Feb 2012) - in all orders unless an exception applies as listed in FAR 4.1102(a).
- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011) - When performance requires contractor personnel to have access to Department of Justice facilities or information systems.
- FAR 52.211-11 Liquidated Damages-Supplies, Services, or Research and Development (SEP 00) - When the order specifies that liquidated damages will be charged for late delivery, liquidated damages of \$ NONE shall be charged per calendar day of delay.
- FAR 52.213-2 Invoices (APR 84) - Applies to orders that authorize advance payments for subscriptions or other charges for newspapers, magazines, periodicals, or other publications.
- FAR 52.213-3 Notice to Suppliers (APR 84) - Applies to unpriced (Not-To-Exceed (NTE)) purchase orders.
- FAR 52-213-4 Terms and Conditions-Simplified Acquisitions (Other than Commercial Items) (Mar 2012) - Applies to simplified acquisitions that exceed the micro-purchase threshold that are for other than commercial items.
- FAR 52-217-6 Option for Increased Quantity (MAR 89) - Exercise of the option shall be provided within 30 days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period).
- FAR 52.217-8 Option to Extend Services (NOV 99) - Exercise of the option shall be provided within (insert) days of expiration of the current period. (If no specified number of days, the Government may exercise the option quantity up to the last day of the current period).

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- FAR 52.217-9 Option to Extend the Term of the Contract (MAR 00) - Preliminary written notice of the Government's intention to exercise of the option shall be provided within 30 days of expiration of the current period. The Government shall exercise the option period in writing within 30 days of the expiration of the current period. (Unless a different number of days is specified above, the days shall be 60 and 30, respectively).
- FAR 52.222-19 Child Labor - Cooperation with Authorities and Remedies (Mar 2012) - Include in all solicitations and contracts/orders for the acquisition of supplies that are expected to exceed the micro-purchase threshold.
- FAR 52.222-22 Previous Contracts and Compliance Reports (FEB 99) - Required when the Equal Opportunity clause is required:
- TO BE COMPLETED BY VENDOR - Contractor has _____ has not _____ participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; Contractor has _____ has not _____ filed all required compliance reports.
- FAR 52.223-6 Drug-Free Workplace (MAY 01) - Applies to all solicitations and contracts, including modifications to contracts issued under FAR 6.3, except - actions under the *simplified acquisition threshold* (unless awarded to an individual); for the acquisition of commercial items; when performed outside the United States and its outlying areas; if determined by a Law Enforcement Agency Head that application would be inappropriate in connection with the law enforcement agency's undercover operations.
- FAR 52.232-18 Availability of funds (APR 84) - Applies if order will be chargeable to funds of the new year and the contracting action is to be initiated before funds become available. A clear indication of the application of the Availability of Funds clause to the order should be clearly indicated on the front page of the order.
- FAR 52.232-23 Assignment of Claims (JAN 86) - Applies when the order is expected to exceed the micro-purchase threshold, unless the order specifically prohibits its assignment of claims.
- FAR 52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration (MAY 99). (Applies to contracts/orders where the solicitation/contract requires EFT as the method of payment, but does not include the clause at 52.204-7, Central Contractor Registration).
- FAR 52.232-36* Payment by Third Party (FEB 2010) - Payment by Governmentwide Commercial Purchase Card.

FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 04)
FAR 52.242-15	Stop Work Order (AUG 89)
FAR 52.246-1	Contractor Inspection (APR 84)
FAR 52.247-29	F.o.b. Origin (FEB 06) - Applies when the delivery term is f.o.b. origin.
FAR 52.247-34*	F.o.b. Destination (NOV 91) - Applies when the delivery term is f.o.b. destination.
FAR 52.247-35	F.o.b. Destination within Consignee's Premises (APR 84) - Applies when the delivery term is f.o.b. destination within consignee's premises.
FAR 52.249-1	Termination for the Convenience of the Government (Fixed-Price) (Short Form) (APR 84).

***NOTE - FAR 52.232-36 Payment by Third Party clause to be included when the Government Purchase Card is used as a vehicle of payment in the order.**

***NOTE - Unless otherwise specifically indicated in the RFQ or order, the F.o.b Destination clause (FAR 52.247-34) shall be deemed to be the applicable clause in this order.**

ATTACHMENT G – OPEN MARKET PURCHASE ORDERS FOR SERVICES

- FAR 52.252-2 Clauses Incorporated by Reference (FEB 98) - This order incorporates the following clauses by reference with the same force and effect as if they were given in full text. The contractor shall complete any required information items below in applicable provisions/clauses. Clauses clearly not applicable by virtue of the nature of the requirement (e.g., the option clause(s) in a requirement without option quantities or periods), are considered self-deleting.
- FAR 52.222-41 Service Contract Act (NOV 07) - Applies to orders over \$2,500 to which the Service Contract Act applies.
- FAR 52.222-42 Statement of Equivalent Rates (MAY 89) - Applies if the order is expected to be over \$2,500 and the Service Contract Act is applicable.
- FAR 52.222-43 Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (SEP 09) - Applies to orders containing the Service Contract Act and is a multiple year contract or is a contract with options to renew.
- FAR 52.222-48 Exemption from Application of Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification. (FEB 09) - Applies to any order calling for maintenance, calibration, and/or repair of information technology, scientific and medical and/or office and business equipment that is exempt from the Service Contract Act.
- FAR 52.222-50 Combating Trafficking in Persons (FEB 09) - applies to all acquisitions for services except those acquired under FAR Part 12 (Commercial Services).
- FAR 52.223-12 Refrigeration Equipment and Air Conditioners (MAY 95) - Applies when the order includes maintenance, repair, or disposal of any equipment or appliance using ozone-depleting substances as a refrigerant, such as air conditioners, including motor vehicles, refrigerators, chillers, or freezers.
- FAR 52.224-1 Privacy Act Notification (APR 84) - Required when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.
- FAR 52.224-2 Privacy Act (APR 84) - Required when FAR 52.224-1 is used.

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- FAR 52.227-14 Rights in Data-General (DEC 07) - Applies to orders if it is contemplated that data will be produced, furnished, or acquired under the order.
- FAR 52.232-36* Payment by Third Party (FEB 2010) - Payment by Governmentwide Commercial Purchase Card.
- FAR 52.237-1 Site Visit (APR 84) - Applies when services are to be performed on Government installations, unless the Request for Quotations is for construction.
- FAR 52.237-2 Protection of Government Buildings (APR 84) - Applies when services are to be performed on Government installations, unless a construction contract is contemplated.
- FAR 52.239-1 Privacy or Security Safeguards (AUG 96) - Applies to orders for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.
- FAR 52.243-1 Changes-Fixed Price (AUG 87), Alternate I (APR 84).

***NOTE - FAR 52.232-36 Payment by Third Party clause to be included when the Government Purchase Card is used as a vehicle of payment in the order.**

Attachment H - Security of Systems and Data, Including Personally Identifiable Data of 25 or Fewer Individuals

a. Systems Security:

1. Keep the computer in a safe place, such as a locked office or other location with limited access, when not in use.
2. Mark any laptop with contact information in case of loss to facilitate its safe return.
3. Keep the operating system, security and application software used in connection with any computer updated on a regular basis.
4. Use anti-viral software and a host-based firewall mechanism.

b. Data Security:

Notify the primary or alternate contact with the USAO as soon as possible, but in no event more than 24 hours after discovery, of the loss of any computer or PII covered under the contract.

c. Personally Identifiable Information Notification

Notification to any individual whose personally identifiable information was, or is reasonably believed to have been, breached will be the responsibility of the Executive Office for United States Attorneys, consistent with the Department's Data Breach Notification Procedures.

d. Pass-through of Security Requirements to Subcontractors

The requirements set forth in Paragraphs a. through c. above, apply to all subcontractors who perform work in connection with this contract.

I certify that I have read and will adhere to the above security requirements.

Signature of Contractor or Authorized Representative

Date

Printed Name

ATTACHMENT O – OTHER CLAUSES ADDED BY CONTRACTING OFFICER

- FAR 52.202-1 Definitions (Nov 2013)
- FAR 52.203-5 Covenant Against Contingent Fees (May 2014)
- FAR 52.203-6 Restrictions on Subcontractor Sales to the Government (Sep 2006)
- FAR 52.203-7 Anti-Kickback Procedures (May 2014)
- FAR 52.216-24 Limitation of Government Liability (Apr 1984)
- FAR 52.216-25 Contract Definitization (Oct 2010)
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- FAR 52.222-17 Nondisplacement of Qualified Workers (May 2014)
- FAR 52.222-50 Combating Trafficking in Persons (Feb 2009)
- FAR 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)
- FAR 52.225-13 Restrictions on Certain Foreign Purchases (Jun 2008)
- FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran – Representation and Certifications (Dec 2012)
- FAR 52.232-1 Payments (Apr 1984)
- FAR 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- FAR 52.233-2 Service of Protest (Sep 2006) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from Christopher Givens, Contracting Officer, U.S. Attorney's Office Northern District of Alabama, 1801 Fourth Avenue North, Birmingham, AL 35203-2101.
- FAR 52.233-3 Protest after Award (Aug 1996)
- FAR 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)

