

# Exhibit E

# **REQUEST FOR PROPOSAL NUMBER DJF194750PR0000369**



**“Public Source Program Office”  
For the  
Office of the Chief Information Officer**

# **Social Media Alerting**



**FEDERAL BUREAU OF INVESTIGATION**  
**FINANCE DIVISION**  
**PROCUREMENT SECTION**



DATE: July 8, 2019

SUBJECT: Request for Proposal (RFP) No. / DJF194750PR0000369

All Interested Parties,

The Federal Bureau of Investigation (FBI) would like to invite your company to submit a proposal for services as outlined in the accompanying Statement of Objectives (Attachment Number One).

This solicitation is issued as a Request For Proposal in accordance with FAR PART 15 and is supplemented with additional information included in this notice.

Proposals shall be submitted on or before 2:00 PM EST time on August 8, 2019 by Email to the attention of Garland Crosby at [GLCrosby@fbi.gov](mailto:GLCrosby@fbi.gov). Ensure that "**RFP DJF194750PR0000369**" appears in the subject line of ALL of your Emails regarding this solicitation.

The schedule of events is:

Release Date: July 8, 2019

Questions in to the FBI: July 19, 2019 (by 2:00PM EST)

Answers out to the Vendors: July 25, 2019 (by 2:00PM EST)

Quotations in to the FBI: August 8, 2019 (NLT 2:00 PM EST)

Sincerely,

Garland L. Crosby, Jr.  
Contracting Officer  
Professional Service Acquisition Unit,  
Procurement Section  
Finance / Facilities Division

**PART I - THE SCHEDULE**

**SECTION A SOLICITATION/CONTRACT FORM**

See Attached SF-33 document entitled "Solicitation, Offer and Award"

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## SECTION B SUPPLIES OR SERVICES AND PRICES

### B.1 PURPOSE

The purpose of this procurement is to acquire the services of a company to proactively identify and reactively monitor threats to the United States and its interests through a means of online sources. A subscription to this service shall grant the Federal Bureau of Investigation (FBI) access to tools that will allow for the exploitation of lawfully collected/acquired data from social media platforms that will be stored, vetted and formatted by a vendor. The mission-critical exploitation of social media will enable the Bureau to detect, disrupt, and investigate an ever growing diverse range of threats to U.S. National interests.

### B.2 TYPE OF CONTRACT

The Government anticipates awarding a Firm-Fixed Price contract with a base year and four one-year option periods for the services and supplies, represented within the requirements stated below and accompanying Statement of Objectives. The resulting Firm Fixed-Price contract will be awarded based on a best-value basis.

### B.3 NAICS CODE

NAICS Code 541511 is applicable to this acquisition. The government has determined this NAICS Code best corresponds to the majority of the work to be performed.

### B.4 PERIOD OF PERFORMANCE

PERFORMANCE PERIOD	DATES
BASE PERIOD	SEP. 29, 2019 TO SEP. 28, 2020
OPTION PERIOD ONE	SEP. 29, 2020 TO SEP. 28, 2021
OPTION PERIOD TWO	SEP. 29, 2021 TO SEP. 28, 2022
OPTION PERIOD THREE	SEP. 29, 2022 TO SEP. 28, 2023
OPTION PERIOD FOUR	SEP. 29, 2023 TO SEP. 28, 2024

### B.5 PLACE OF PERFORMANCE

PLACE OF PERFORMANCE
FBI employees will access the tool via the FBI's UNET (unclassified network). The contractor will only provide telephonic and online Support.

## **SECTION C DESCRIPTION/SPECIFICATIONS**

### **C.1. BACKGROUND**

The use of social media platforms, by terrorist groups, domestic threats, foreign intelligence services, and criminal organizations to further their illegal activity creates a demonstrated need for tools to properly identify the activity and react appropriately. With increased use of social media platforms by subjects of current FBI investigations and individuals that pose a threat to the United States, it is critical to obtain a service which will allow the FBI to identify relevant information from Twitter, Facebook, Instagram, and other Social media platforms in a timely fashion. Consequently, the FBI needs near real time access to a full range of social media exchanges in order to obtain the most current information available in furtherance of its law enforcement and intelligence missions.

### **C.2 STATEMENT OF OBJECTIVES**

See ATTACHMENT NUMBER TWO (*Entitled Statement of Objectives*)

## **SECTION D PACKAGING AND MARKING**

### **D.1. PACKAGING AND MARKING**

Preservation, packaging, and marking for all items delivered hereunder shall be in accordance with commercial practice and adequate to ensure acceptance by common carrier and safe arrival at agreed upon FBI sites.

### **D.2. MARKINGS**

All deliverables submitted to the Contracting Officer (CO) and the Contracting Officer's Representative (COR) shall be accompanied by a packing list or other suitable shipping document that shall clearly indicate the following:

- (a) Contract Number;
- (b) Name and address of the consignor;
- (c) Name and address of the consignee;
- (d) Government bill of lading number covering the shipment (if any); and
- (e) Description of the item/material shipped, including item number, quantity, number of containers, and package number (if any).

**SECTION E INSPECTION AND ACCEPTANCE**

**E.1. FEDERAL ACQUISITION REGULATION CLAUSES**

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

The following contract clauses pertinent to this section are hereby incorporated by reference:

52.246-4 Inspection of Services – Fixed Price (AUG 1996)

52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018)

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## SECTION F DELIVERIES OR PERFORMANCE

### F.1 DELIVERABLES

Contractor shall submit all deliverables to the Government's Program Technical Lead (TL) and coordinate with the Contracting Officer Representative (COR) or Contracting Officer (CO). The COR will provide written notification of acceptance or rejection of all deliverables within ten calendar days of the scheduled delivery date or actual delivery date, whichever is later. In the event of absence of written notification of acceptance or rejection within 10 calendar days, it is the responsibility of the Contractor to confirm receipt and acceptance of the deliverable(s). All rejection notifications will include an enumeration and explanation of the specific deficiencies causing the rejection. If requested by either the Contractor or FBI, a meeting will occur to discuss the deliverable in detail.

The Contractor shall be responsible for providing all of the deliverables identified in Attachment Number Two – Statement of Objectives.

### F.2 HOLIDAYS

Except as otherwise specified, the Contractor is not required to provide onsite services on holidays observed by the Federal Government or any other specifically declared by the President of the United States to be a national holiday. Reference 5 U.S. Code 6103a. Federal holidays shall be observed on the day mandated by Federal law. Holiday's presently observed are as follows:

New Year's Day, 1st day of January  
Martin Luther King's Day, 3rd Monday of January  
President's Birthday, 3rd Monday of February  
Memorial Day, last Monday of May  
Independence Day, 4th day of July  
Labor Day, 1st Monday of September  
Columbus Day, 2nd Monday of October  
Veteran's Day, 11th day of November  
Thanksgiving Day, 4th Thursday of November  
Christmas Day, 25th day of December

### F.3 DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer (CO) and the Contracting Officer's Representative (COR), in writing, giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government or any delivery schedule or date, or any rights or remedies provided by law or under this contract.



## SECTION G CONTRACT ADMINISTRATION DATA

This contract will be administered by:

Contracting Officer, Garland Crosby, Jr.  
Professional Services Acquisition Unit (PSAU)  
935 Pennsylvania Avenue, NW  
Room WB-3000  
Washington, DC 20035  
(202) 324-9013  
Email: GLCrosby@fbi.gov

The Government Contracting Officer Representative for this Contract is:

### TO BE ESTABLISHED AT THE TIME OF AWARD

#### G.1.1 CONTRACTING OFFICER

The Contracting Officer (CO) is the appointed authority to bind the Government to extent of the authority delegated. Direction that will modify the scope, schedule, terms and conditions, funding, or any other action that may modify the order as originally entered into with the FBI must be given only by the Contracting Officer. All contract related matters shall be addressed to the attention of the CO throughout the life of the contract. Written communications shall make reference to the contract and purchase order number and shall be mailed to the above address unless otherwise instructed.

#### G.1.2 CONTRACTING OFFICER REPRESENTATIVE

IAW JAR 2852.201-70 Contracting Officers Representative (COR) (JAN 1985)

(a) The Contracting Officer's Representative (COR) is authorized to:

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

(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 contract administrative direction to the contractor which clarifies the contract effort, fills in details or otherwise serves to accomplish the 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; direct changes that fall within the purview of the clause entitled "Changes" or modify any of the expressed terms, conditions, specifications, or price of the contract. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Specification/Work Statement, the Contracting Officer shall issue such changes in writing and signed.

#### G.1.3 NON-PAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies or services to the work specified herein. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

The Contractor is not authorized at any time to commence performance prior to issuance of a signed contract, contract modification or other written approval provided by the Contracting Officer to begin work.

#### G.1.4 INVOICES AND PAYMENTS

Invoices shall be submitted to Central\_Invoices@fbi.gov. with a copy to the Contracting Officer and COR.

#### G.1.5 INVOICE REQUIREMENTS

A. Invoices shall be submitted within ten calendar days of delivery, reflecting the date the invoice was created.

B. It shall be the contractor's responsibility to include the information required by this contract on each and every invoice when invoicing. If an invoice does not contain the above information, the government reserves the right to reject the invoice(s) as IMPROPER and notify the vendor within seven (7) days after receipt of the invoice at the designated billing office. Resubmission of a PROPER invoice will be required.

C. All invoices are required to have a unique identifying, non-duplicable number, and reflect the contract number, delivery order number, list of supplies, delivery date and contractor point of contact information (name, email address, phone number). Invoices shall be submitted to the COR. A proper invoice shall include the information required by Section 9, Clause 52.232-25 PROMPT PAYMENT (OCT 2008), which includes the following:

1. Name and address of the Contractor.
2. Invoice date
3. Contract number for services performed.
4. Purchase order number and contract line item number.
5. Description of services, no. of hours, hourly rate, and total extended price of services.
6. Name and address of Contractor official to whom payment is to be sent (must be same as that in the contract or in a proper notice of assignment).
7. Name (where practicable), title, phone number and mailing address of person to be notified in the event of a defective invoice.

8. Any other information or documentation required by other requirements of the contract (such as evidence of shipment).

9. Electronic funds transfer (EFT) banking information.

a) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

b) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.

c) EFT banking information is not required if the Government waived the requirement to pay by EFT.

10. Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract. It shall be the Contractor's responsibility to include this information on each and every invoice when invoicing for full or partial services performed. If an invoice does not contain the above information, the Bureau reserves the right to reject the invoice(s) as IMPROPER and notify the vendor within seven days after receipt of the invoice at the designated billing office pursuant to Section 9, Clause 52.232-25 - PROMPT PAYMENT (OCT 2008). Any requirement for resubmission for payment or contractor questions regarding payment should be directed to the COR under the contract. All follow-up invoices shall be marked "Duplicate of Original".

D. The COR will certify all invoices/vouchers for payment, execute an invoice submission form, and forward the invoice to the Contracting Officer, Information Technology Acquisitions Unit, Room WB-3000.

#### G.1.6 PAYMENTS

Payment will be made by the FBI's Commercial Payments and Confidential Services Unit (CPCSU) in accordance with the Prompt Payment Act upon COR and Contracting Officer certification of receipt of supplies and pricing. Contractor shall address payment questions/inquiries to: **CENTRAL\_INVOICES@FBI.GOV**.

a) Items Accepted. Payment shall be made for items accepted by the Government as set forth in this contract.

b) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

c) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

#### G.1.7 WITHHOLDING OF CONTRACT PAYMENTS

Notwithstanding any other payment provision of this contract, failure of the Contractor to perform or deliver required work, supplies, or services will result in the withholding of payments

under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor as defined by the clause entitled “Excusable Delays” or “Default” as applicable. The Government shall promptly notify the contractor of its intention to withhold payment of any invoice or voucher submitted.

#### G.1.8 CONTRACTOR PERFORMANCE ASSESSMENT REPORT INFORMATION

Past performance information is relevant information, for future source selection purposes, regarding a contractor’s actions under previously awarded contracts. Performance under this contract will be assessed, on an annual basis, and will focus on the following performance categories: Quality of Product, Timeliness of Performance and Business Relations/Responsiveness. Input for the assessments will generally be provided by the COR, CO, and any end-user of the service.

Upon completion of an assessment, contractors have the opportunity to review the performance assessment for 30 days and submit any comments, rebuttal statements, or additional information. The ultimate conclusion on the performance assessment is a decision of the contracting agency. Information obtained for the performance assessment may be reported electronically to the Past Performance Information Retrieval System (PPIRS) in accordance with Federal Acquisition Regulation and agency procedures and may be used to support future award decisions. Upon contract award, the contractor shall provide a representative that will be responsible for reviewing the performance assessment. A contractor representative must be appointed at all times for the duration of the contract.

#### G.1.9 CONTRACTOR REGISTRATION ON SAM.GOV

All offeror must be registered on Sam.Gov prior to the close date of solicitation to be eligible for award.

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1. DISCLOSURE OF DATA UNDER THE FREEDOM OF INFORMATION ACT (FOIA)

If a request for information contained in a proposal is requested under the FOIA, the Government shall have the right to disclose any information or data contained in a proposal that results in a contract to the extent provided under the FOIA, notwithstanding any restrictive legends that may have been placed upon it in accordance with other contract provisions. The Government will, before disclosure, make an administrative determination on a case by case basis as to whether the information requested is exempt from disclosure by one of the established exceptions to the ACT. In making this determination the procedures outlined in 28 CFR, paragraph 16.7 shall be followed which, in part, affords the submitter of a proposal an opportunity to object to disclosure.

### H.2. OWNERSHIP OF GOVERNMENT DATA

The Government will maintain sole ownership of data or information that is ingested into the software or produced by the software, to include reports and other outputs from the system. The Contractor shall not duplicate or disclose in any manner, for any purpose whatsoever, or have or permit others to do so, any documentation or other data developed or obtained by the Contractor under this contract. Any publications, presentations and other release of information regarding this contract must be pre-approved by the Contracting Officer.

### H.3. INDEMNIFICATION

#### (a) Responsibility for Government Property

(1) The Contractor assumes full responsibility for and shall indemnify the Government against any and all losses or damage of whatsoever kind and nature to any and all Government property, including any equipment, supplies, accessories, or parts furnished, while in his custody and care for storage, repairs, or service to be performed under the terms of this contract, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or subcontractor.

(2) If due to the fault, negligent acts (whether of commission or omission) and/or dishonesty of the Contractor or its employees, any Government-owned or controlled property is lost or damaged as a result of the Contractor's performance of this contract, the Contractor shall be responsible to the Government for such loss or damage, and the Government, at its option, may in lieu of payment thereof, require the Contractor to replace at this own expense, all property lost or damaged.

#### (b) Hold Harmless and Indemnification Agreement

The Contractor shall save and hold harmless and indemnify the Government against any and all liability claims, and cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any Contractor property or property owned by a third party occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation, or performance of work under the terms of this contract, resulting in whole or

in part from the acts or omissions of the Contractor, any subcontractor, or any employee, agent, or representative of the Contractor or subcontractor.

(c) Government's Right of Recovery

Nothing in the above paragraphs shall be considered to preclude the Government from receiving the benefits of any insurance the Contractor may carry which provided for the indemnification of any loss or destruction of, or damages to property in the custody and care of the Contractor where such loss, destruction or damage is to Government property. The Contractor shall do nothing to prejudice the Government's right to recover against third parties for any loss, destruction of, or damage to Government property, and upon the request of the Contracting Officer shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery.

(d) Government Liability

The Government shall not be liable for any injury to the Contractor's personnel or damage to the Contractor's property unless such injury or damage is due to negligence on the part of the Government and is recoverable under the Federal Torts Claims Act, or pursuant to other Federal statutory authority.

#### H.4. ORGANIZATIONAL CONFLICT OF INTEREST

In accordance with FAR Part 9.5, Organizational Conflict of Interest:

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

(b) The term "organizational conflict of interest" means a situation where a Contractor has interest, either due to its other activities or its relationship with other organizations, which place it in a position that may be unsatisfactory or unfavorable (1) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the Contractor, or in securing the advantages of adequate competition in its procurement; or (2) from industry's standpoint in that unfair competitive advantages may accrue to the Contractor in question.

(c) The Contractor agrees that, if after award he discovers an organizational conflict of interest with respect to this contract, he shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or proposes to take to avoid, eliminate or neutralize the conflict. The Government may, however, terminate the contract for the convenience of the Government.

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

(e) In the event that the Government discovers an OCI during source selection (of which the contractor was aware and did not disclose), the offeror will no longer be consider for award.

#### H.5. INHERENTLY GOVERNMENT FUNCTIONS

The contractor shall not perform any Inherently Governmental Functions (IGF) under this contract in accordance with OMB Policy Letter 92-1, Inherently Governmental Functions and

FAR Subpart 7.5. Whenever the contractor is participating in any situation where it may be assumed that they are an FBI employee, the contractor shall identify himself/herself as a contractor employee. If during the course of work, through receipt of technical direction, or in carrying out the Statement of Work, the contractor shall immediately notify the Contracting Officer (CO) and the Contracting Officer's Representative (COR) if any portion of the work appears to be an inherently governmental function.

#### H.6. SAFEGUARDING OF INFORMATION

In accordance with National Institute of Standards and Technology (NIST) 800-171, the Contractor and its employees shall exercise the utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except in the course of their duties or by written authorization of the Contracting Officer. Further, no article, book, pamphlet, recording, broadcast, speech, television appearance, film, or photographs concerning any aspect of the contract shall be published or disseminated through any media without the prior written authorization of the Contracting Officer. These obligations do not cease upon termination of this contract. The contractor shall include the substance of this provision in all contracts for employment and in all subcontracts hereunder.

#### H.7. NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL

- (a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.
- (b) The Contractor agrees to notify immediately the Contracting Officer Representative and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.
- (c) The Contractor agrees to notify the Contracting Officer Representative and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.
- (d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, provisions, which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

#### H.8. MANDATORY DISQUALIFICATION FACTOR OF CONTRACTOR PERSONNEL PERFORMING ON-SITE TASKS

Disqualify prospective Contractor personnel from work under the contract:

- (a) Conviction resulting from committing a serious felony (as murder, rape, armed robbery), regardless of when the conviction occurred;
- (b) Recent felony conviction, notwithstanding the severity of the crime;
- (c) Recent period of incarceration as the result of a felony conviction;
- (d) Pending indictment or criminal charge;
- (e) Infamous or disgraceful conduct; bizarre behavior indicating depravity;
- (f) Recent history of drug abuse;
- (g) Current continuing alcohol abuse;
- (h) Intentional false statement, deception, fraud in appointment (as altering the condition of discharge on a military discharge document, altering a college transcript, falsely completing SF-85P);
- (i) Default on a guaranteed student loan without attempt to repay; existence of other extensive debt where there is no evidence of a repayment plan;
- (j) Non-United States citizenship--a person who is a non-legal resident or a legal resident in the United States less than four years; and
- (k) Reasonable doubt of loyalty to the United States (as membership in an organization advocating violence or overthrow of the United States Government).

The FBI shall have and exercise full and complete control over granting, denying, withholding or terminating facility access to contract personnel. Appropriate badges will be furnished by the FBI authorizing unescorted access to FBI Building. The badge shall be worn at all times on the upper- part of the contract employee's body so as to be clearly visible.

#### H.9. RIGHTS OF EGRESS AND INGRESS

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

#### H.10. BUILDING ACCESS PASSES

1. When any contractor personnel enter an FBI building for the first time, the contractor shall allow one hour for security processing and the fabrication of building access passes.
2. Passes shall be subject to periodic review by the contractor's supervisor and checked against the employee's personal identification. The contractor's employees shall present themselves for the issuance of renewed passes when required by the government as scheduled by the CO or COR. The contractor shall notify the COR when employee's passes are lost, and must immediately apply for reissuance of a replacement pass. It is the contractor's responsibility to



return passes to the COR when a contractor employee is dismissed, terminated, or assigned to duties not within the scope of this contract.

#### H.11. SECURITY REQUIREMENTS

Access to FBI facilities and information is subject to specific security and suitability requirements. The FBI reserves the right and prerogative to deny and/or restrict facilities and information access of any contractor employee determined by the FBI, at any time during performance, to be unsuitable for access and/or present a risk of compromising sensitive government information to which he or she would have access to in support of this contract. In the event the prime contractor adds subcontractors to their team a Risk Assessment Questionnaire and Key Management Personnel List must be submitted by the Prime Contractor for all new subcontractors not part of their original submission.

For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such security requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

#### H.12. INFORMATION OF RESELLERS OR DATA BROKERS

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certified that it has a security policy in place which contains procedures to promptly notify any Integrated 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 notify the individuals until it receives further instruction from the Department.

#### H.14. CONFIDENTIALITY AND NON-DISCLOSURE

1. All work produced under this award is the property of the U.S. Government. All appropriate documentation will be given to the FBI during and at the end of the contract.
2. The Contractor shall not release any information without the written consent of the Contracting Specialist/Officer. Any request for information relating to any contract presented to the Contractor must be submitted to the Contracting Specialist/Officer for approval and response.
3. Contractor personnel working on the contract, may, at the Government's request, be required to sign formal Non-Disclosure and/or Conflict of Interest agreements to guarantee the protection and integrity of Government information and documents.

Non-Disclosure Agreement /Access to Information

1. In the event that performance of this contract requires access to another Contractors proprietary information, the Contractor shall (i) enter into a written agreement with the other entities involved, as appropriate, in order to protect such proprietary information from unauthorized use or disclosure for as long as it remains proprietary; and (ii) refrain from using such proprietary information other than as agreed to. An executed copy of all proprietary information agreements by individual personnel or on a corporate basis shall be furnished to the Contracting Specialist/Officer within fifteen (15) calendar days of modification signature.
2. In addition, the Contractor shall obtain from each of its employees, whose anticipated responsibility in connection with the work under this contract may be reasonably expected to involve access to such proprietary information, a written agreement, which, in substance, shall provide that such employee will not, during its employment by the Contractor, or thereafter, improperly disclose such data or information.
3. Privacy information: Work under this contract may require that Contractor personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552A and applicable agency rules and regulations.
4. For breach of any of the above restrictions or for non-disclosure or misrepresentation of any relevant facts required to be disclosed concerning this agreement, the Government reserves the right to pursue all remedies as may be available under law.

#### H.15. PUBLICATION OF INFORMATION RELATED TO BUSINESS WITH THE FEDERAL BUREAU OF INVESTIGATION

In accordance with the clause below, Contractor must forward draft language it wishes to publicly display on its web-site, (or third-party website), regarding the contract to authorized Contracting Specialist/Officer for proper adjudication. "The Federal Bureau of Investigation (FBI) specifically requires that Contractors shall not divulge, publish, or disclose information or produce material acquired as or derived from the performance of their duties."

For the purposes of this Clause, "Information" shall include, but not be limited to: in any media or all media including on the Internet or websites; publications, studies, books, thesis, photographs, films or public announcements, press releases describing any part of the subject matter of this contract or any phase of any program hereunder, except to the extent such as:

1. Already known to the Contractor prior to the commencement of the contract and;
2. Required by law, regulation, subpoena or government or judicial order to be disclosed, including the Freedom of Information Act.

No release of information shall be made without the prior written consent of the Office of Public Affairs and the Contracting Specialist/Officer. The contractor and author are warned that disclosure is not without potential consequences. The FBI will make every effort to review proposed publications in a timely manner to accommodate these and other publications. These obligations do not cease upon completion of the contract.

#### H.16. CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT

In accordance with FAR Part 3, Improper Business Practices and Personal Conflict of Interest.

(a) Government contractors must conduct themselves with the highest degree of integrity and honesty.

(b) Contractors should have a written code of business ethics and conduct. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program and an internal control system that-

(1) Are suitable to the size of the company and extent of its involvement in Government contracting;

(2) Facilitate timely discovery and disclosure of improper conduct in connection with Government contracts; and

(3) Ensure corrective measures are promptly instituted and carried out.

#### H.17. PRIVACY ACT

Please note the following extract from 5 USC 552a (Privacy Act):

(1) When an agency provides by a contract for the operation by or on behalf of the agency of a system of records to accomplish an agency function, the agency shall, consistent with its authority, cause the requirements of this section to be applied to such system. For purposes of subsection (i) 1 of this section, any such contractor and any employee of such contractor, if such contract is agreed to on or after the effective date of this section, shall be considered to be an employee of an agency.

(2) A consumer reporting agency to which a record is disclosed under Section 3711 (e) of Title 31 shall not be considered a contractor for the purposes of this section.”

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## **PART II - CONTRACT CLAUSES**

### **SECTION I CONTRACT CLAUSES**

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

The clauses listed below shall apply to this contract and are those in effect as of FAC 2019 02/05-06 2019. These clauses/provision are listed by reference, with the same force and effect as if they were given in full text. (Full text of FAR provisions and clauses may be accessed electronically at <https://www.acquisition.gov/far/>).

- 52.202-1 Definitions (Nov 2013)
- 52.203-3 Gratuities (Apr 1984)
- 52.203-5 Covenant Against Contingent Fees. (Apr 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government. (Sep 2006)
- 52.203-7 Anti-Kickback Procedures. (Oct 2010)
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
- 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity (May 2014)
- 52.203-12 Limitation on Payments to Influence Certain Federal Transactions (Oct 2010)
- 52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)
- 52.204-1 Approval of Contract (Dec 1989)
- 52.204-2 Security Requirements (Aug 1996)
- 52.204-3 Taxpayer Identification (Oct 1998)
- 52.204-6 Data Universal Numbering System Number (Dec 2012)
- 52.204-7 Central Contractor Registration (Aug 2012)
- 52.204-8 Annual Representations and Certifications (Dec 2012)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)
- 52.204-12 Data Universal Numbering System Number Maintenance (Dec 2012)
- 52.204-13 Central Contractor Registration Maintenance (Dec 2012)
- 52.204-14 Service Contract Reporting Requirements (Jan 2014)
- 52.204-16 Commercial and Government Entity Code Reporting (Jan 2014)
- 52.204-17 Ownership or Control of Offeror (Nov 2014)
- 52.204-18 Commercial and Government Entity Code Maintenance (Nov 2014)
- 52.207-4 Economic Purchase Quantity –Supplies (Aug 1987)
- 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representations (May 2011)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (May 2012)
- 52.211-5 Material Requirements
- 52.211-11 Liquidated Damages - Supplies, Services, or Research and Development (Sep 2000)
- 52.212-1 Instructions to Offerors Commercial Items (Feb 2012)
- 52.212-2 Evaluation – Commercial Items (Jan 1999)
- 52.212-3 Offerors Representations and Certifications – Commercial Items (Dec 2012)
- 52.212-4 Contract Terms and Conditions -- Commercial Items. (Feb 2012)

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- 52.214-34 Submission of Offers in the English Language (Apr 1999)
- 52.214-35 Submission of Offers in U.S. Currency (April 1991)
- 52.216-2 Economic Price Adjustment –Standard Supplies (Jan 1997)
- 52.216-24 Limitation of Government Liability
- 52.216-25 Contract Definitization
- 52.217-4 Evaluation of Options Exercised at Time of Contract Award (Jun 1988)
- 52.217-5 Evaluation of Options (Jul 1990)
- 52.217-7 Option for Increased Quantity – Separately Price Line Item (Mar 1989)
- 52.217-8 Option to Extend Services (Nov 1999)
- 52.217-9 Option to Extend the Term of the Contract (Mar 2000)
- 52.225-1 Buy American Act -- Supplies (Feb 2009)
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.225-25 Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran Representation and Certification (Dec 2012)
- 52.227-19 Commercial Computer Software License
- 52.232-1 Payments (Apr 1984)
- 52.232-18 Availability of Funds (Apr 1984)
- 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)
- 52.232-24 Prohibition of Assignment of Claims (May 2014)
- 52.232-25 Prompt Payment (Oct 2008)
- 52.232-33 Payments by EFT-Central Contractor Registration (Oct 2003)
- 52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013)
- 52.233-1 Disputes. (Jul 2002)
- 52.233-2 Service of Protest (Sep 2006)
- 52.233-3 Protest After Award. (Aug 1996)
- 52.233-4 Applicable law for Breach of Contract Claim
- 52.242-15 Stop-Work Order (Aug 1989)
- 52.242-17 Government Delay of Work (Apr 1984)
- 52.243-1 Changes -- Fixed-Price. (Aug 1987)
- 52.244-6 Subcontracts for Commercial Items. (Dec 2010)
- 52.246-1 Contractor Inspection Requirements (Apr 1984)
- 52.246-2 Inspection of Supplies -- Fixed-Price (Aug. 1996)
- 52.247-34 F.O.B. – Destination (Nov 1991)
- 52.249-2 Termination for Convenience of the Government (Fixed-Price) (Apr 2012)
- 52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984)
- 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)
- 52.253-1 Computer Generated Forms (Jan 1991)

#### Department of Justice Acquisition Regulations (DJAR) Clauses by Reference

This solicitation incorporates the following 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.

DJAR-PGD-05-08: Implementation of Homeland Security Presidential Directive (HSPD) I2 – Policy for a Common Identification Standard for Federal Employees and Contractor

DJAR-PGD-07-10: Ensuring New Acquisitions Include Common Security Configurations

DJAR-PGD-07-12: Maintaining Contractor Performance During a Pandemic or Other  
Emergency

DJAR-PGD-08-04: Security Systems and Data, Including Personally Identifiable Information

DJAR-PGD-08-05: Contractor Certification of Compliance with Federal Tax Requirements

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

ATTACHMENT

TITLE OF ATTACHMENT

Attachment No. 1  
Attachment No. 2  
Attachment No. 3  
Attachment No. 4

SF-33  
Statement of Objectives  
Acquisition Risk Questionnaire  
Key Management Personnel List

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## **PART IV - REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF BIDDERS**

If you intend to submit a proposal, you must: Go to the System for Award Management (SAM) and complete the representations and certifications on your business profile. Companies that are not registered in SAM, will not be eligible for contract award. The SAM website may be accessed at: <http://www.sam.gov>

### **SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS**

#### **L.1 SUBMISSIONS**

The accompanying Statement of Objectives (Attachment Two) shall be used by offerors to develop the Contractor Statement of Work (CSOW) along with any other documents that will support and define the contractors proposed effort.

The CSOW shall be a separate and distinct part of your technical proposal. The government intends to incorporate the CSOW into the resulting contract award document. This will occur only if the CSOW accurately describes the work to be performed, is enforceable and is void of inconsistencies. Offerors are advised consult FAR Part 35 before writing the CSOW. You are encouraged to create a CSOW that clearly describes your technical methodology and addresses the required task description in detail while maintaining a degree of flexibility. **Please ensure that any project start-up time and/or system connectivity programming is detailed. The FBI must know how much time is anticipated to elapse between contract award and the commencement of real time service.**

**There is a 25 page limit for the CSOW.** Adhere to the details of the FBI Statement of Objectives (Attachment Two) when preparing the CSOW. Do not include any proprietary information in the CSOW. The CSOW developed by the offeror and included in the proposal shall be incorporated into a binding contract. Other parties, including rival contractors may request copies of our contracts under the Freedom of Information Act; consequently, it is imperative that no company-sensitive information be included in the CSOW of the technical proposal.

The contractor shall provide a price quotation for delivery of such services, and shall indicate any applicable federal government discounts, if applicable. All pricing shall include all expenses necessary to deliver the requested services required in the SOO.

All proposals must include sufficient criteria to allow evaluators to:

- (1) Evaluate the offeror's ability to successfully achieve the SOO objectives,
- (2) Clearly read the proposal in accordance with the requirements of the SOO,
- (3) Ensure a sound approach is proposed,
- (4) Verify that all requirements can be met.

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All questions or clarifications related to this RFP shall be submitted via Email only no later than 2:00 PM EST on July 19, 2019 to the Contracting Officer's attention at [GLCrosby@fbi.gov](mailto:GLCrosby@fbi.gov). The Government will not accept questions or clarifications via fax or telephone. If questions are received after the specified date and time, the Government reserves the right not to provide an answer.

Answers and responses to questions and clarifications will be provided via Amendment to the FedBizOpps notice under this solicitation within ten days of the due date above.

Proposals shall be received on or before 2:00 PM EST on August 8, 2019. Proposals shall include the RFP Number **DJF194750PR0000369** in the subject line of the Email.

The Offeror must submit their proposal directly to Contracting Officer. Electronic submission is the only acceptable method of submission. Submissions shall be made in programs compatible with Microsoft Office 2013 or newer (Word, Excel and/or Power Point). Only UNCLASSIFIED information shall be submitted. Any company submitting proprietary information must mark that information accordingly. **HAND DELIVERIES WILL NOT BE ACCEPTED**. If the proposal is not received by the due date and time, it will be considered late and will not be opened, nor evaluated.

<b>Solicitation Milestone Schedule</b>	
<b>Acquisition Event</b>	<b>Due Dates</b>
Request for Proposal (RFP) Release Date:	July 8, 2019
Questions from Offerors Due:	July 19, 2019
Responses Due from Government:	July 25, 2019
Proposal from Offerors Due:	August 8, 2019
Anticipated Award Date:	August 30, 2019

This RFP does not commit the Government to pay any cost for the preparation and submission of a proposal response. In responding to the RFP, it is the Offeror's responsibility to provide current, complete and accurate information in their proposal. If in reviewing the proposal the Government identifies or otherwise learns that the provided proposal information is not accurate or misrepresents the Offeror's status or capabilities, that information may be used by the CO as part of the Offeror's responsibility determination and could result in the Offeror not being eligible for the award.

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## SECTION M EVALUATION FACTORS FOR AWARD

### M.1 BASIS OF AWARD

The Government will evaluate proposals in accordance with the factors and sub-factors stated in the solicitation, and will award the contract to the responsible offeror whose proposal represents the “Best Value”.

A tradeoff of the evaluation factors (e.g. Technical, Past Performance, and Price) will be used to determine the best value to the Government. A tradeoff process is appropriate when it is the best interest of the Government to consider award to other than lowest priced offeror, or other than the highest technically rated offer.

### M.2 EVALUATION FACTORS

#### M.2.1 TECHNICAL SERVICES / CAPABILITIES

This Factor assesses the Offeror’s ability to provide effective technical services throughout the period of performance. Offeror must demonstrate that they have a clear understanding of the Government requirements as outlined in the RFP.

The Technical Factors for this contract are as follows:

- **Alerting**

Offeror’s interface will be evaluated on the extent/breadth of sources providing data feeds as well as the frequency of ingest from these sources. Furthermore, the offeror will be evaluated on the processes and mechanisms established to support timely delivery of vetted notification.

- **Analysis, display and sourcing**

Offeror’s interface will be evaluated on the breadth of their stored data and the timeline of their archiving.

Offeror’s interface will be evaluated on the link analysis feature in terms of display (508 compliance), breadth and depth, as well as accuracy of sourcing.

Offeror’s interface will be evaluated on a user’s ability to perform individual queries as well as batched queries and volumes limitations.

- **Geo Location, keywords and timeframe**

Offeror’s interface will be evaluated on geolocation features and the mechanisms to ensure accuracy and timely updates in terms of location.

Offeror’s interface will be evaluated on its existing maps and overlays (state, county, city, zip codes...), as well as the ability to design or upload existing maps for customized overlays.

Offeror's interface will be evaluated on its ability to customize geo location, with timeframe and items of interest.

- **Security**

Offeror and interface will be evaluated on processes and mechanisms set to prevent, respond and communicate in the event of a data breach.

- **Queries**

Offeror and interface will be evaluated on the processes and mechanisms set to protect the confidentiality of activities conducted by FBI users to the public as well as other government agencies.

- **Reporting**

Offeror's interface will be evaluated on the processes and mechanisms set to provide usage metrics that are crucial for contract management, without disclosing mission specific content.

Offeror will be evaluated on management processes implemented to ensure timely and accurate reporting to agency.

- **Training and Testing**

Offeror and interface will be evaluated on their available resources and produced training material (webinar, videos, printable material... ). This will include training metrics and available training plans.

- **Helpdesk**

Offeror's and interface will be evaluated on available resources as well as mechanisms established to provide timely support to users (helpdesk structure, workflows, timeline of response, quality control, troubleshooting guides...).

## M.2.2 PAST PERFORMANCE

The Offeror shall identify three (3) contracts/task orders with the Federal Government and/or commercial customers that demonstrate recent and relevant past performance as a Prime or Subcontractor. Recent is defined as within the last three years. Relevant is defined as work similar in complexity and magnitude of the outcomes described in the SOO. Past Performance must be submitted with the proposal. Past Performance Survey **MUST** include the following, verifiable information:

- Project title
- Description of the project
- Contract number
- Contract amount
- Government Agency/Organization

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- COTR's name, address, and phone number
- Contracting Officer's name, address, and phone number
- Contract and, if applicable, task order number
- Current status, e.g., completed and/or if in progress, start and estimated completion dates
- Dollar value and type of contract
- Name of company being referenced
- A brief narrative of why you deem the reference to be relevant to this effort

### M.2.3 PRICE

Offeror shall propose a price for services. All price proposals shall be fully burdened, and include all premium products and support services offered in the commercial marketplace. The Government will evaluate the Offeror's total proposed price of the base year period and subsequent option periods of performance. The Price Evaluation will also include a fair and reasonable determination.

### M.3 SOURCE SELECTION / EVALUATION PROCESS

In accordance with FAR 15.101, the Source Selection process is intended to minimize the complexity of the solicitation, the evaluation, and the source selection decision, while maintaining a process designed to foster an impartial and comprehensive evaluation of offerors' proposals, leading to the selection of the proposal representing the best value to the Government.

Technical Factors will be evaluated in accordance with the following adjectival ratings:

COLOR	RATING	DESCRIPTION
Blue	Outstanding	Proposal exceeds requirements and indicates an exceptional approach and understanding of the requirements. Risk of unsuccessful performance is very low. Strengths far outweigh any weaknesses. No deficiencies or significant weakness exist.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Risk of unsuccessful performance is no worse than moderate. No deficiencies noted and strengths outbalance any significant weaknesses or weaknesses that exist.
Yellow	Marginal	Proposal meets minimum requirements. Proposal has not demonstrated an adequate understanding of the requirements and/or has not demonstrated a convincing capacity to fulfill the Government need. Risk of unsuccessful performance is moderate. Weaknesses that are not offset by strengths have been identified. Deficiencies present may be easily correctible and may not significantly impact contract performance if corrected.
Red	Unacceptable	Proposal does not meet requirements and contains one or more uncorrectable or unacceptable deficiencies that may significantly affect contract performance. Quote is not awardable. The risk of unsuccessful performance is high since the Quote's strengths are far outweighed by its weaknesses.

#### M.4 PAST PERFORMANCE RATING METHODOLOGY

A structured past performance evaluation will be conducted to examine each offeror's relevant present and past performance record. This assessment will determine the performance risk associated with each proposal and the degree of confidence for successful performance based on the offeror's demonstrated record of performance on similar contracts. The past performance evaluation will consider strengths, deficiencies, significant weaknesses, of the overall performance record of each offeror (Prime Contractor and Subcontractor). Offeror's past performance will be rated using the evaluation rating scale shown below. Sources of performance data will be offeror references submitted in accordance with the solicitation of proposals. The FBI has the right to contact any past performance reference for confirmation and/or supplemental information.

COLOR	RATING	DESCRIPTION
Blue	High Confidence	Based on the Offeror's performance record, the Government has high confidence and essentially no doubt that the Offeror will successfully perform the required effort.
Green	Satisfactory Confidence	Based on the Offeror's performance record, the Government has confidence that the Offeror will successfully perform the required effort.
White	Neutral	No performance record is identifiable.
Yellow	Little Confidence	Based on the Offeror's performance record, the Government has substantial doubt that the Offeror will successfully perform the required effort.
Red	No Confidence	Based on the Offeror's performance record, the Government has extreme doubt that the Offeror will successfully perform the required effort.

#### M.5 AWARD

Contract Award will be made to the Offeror which proposes the best value to the Government when considering the criteria identified in this RFP and all accompanying documentation. The Government reserves the right to award without discussion.

-END REQUEST FOR PROPOSAL