

**UNITED STATES DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION**



Company Threat Assessment

REQUEST FOR PROPOSAL (RFP)

RFP 15F06722C0004269

December 13, 2021

Part-I Schedule

This solicitation is prepared in accordance with the format in the Federal Acquisition Regulations (FAR) Subpart 13.106, as supplemented with additional information included in this notice.

Section A - Solicitation/Contract form

The Federal Bureau of Investigation (FBI), in support of the Security Division, has a requirement for personnel services to assist the Security Divisions Acquisition Security Unit's Company Threat Assessment (CTA) Program. This is not a new effort; however, the Government intends to award a new contract. Harkon Inc is the incumbent for this effort and the historical contract numbers are:

- Solutions for Administrative and Program Services (SOAPS) BPA, Task Order #13
- Contract 15F06720F0003254
- Contract 15F06721F0000756

The FBI is seeking to establish a single award firm-fixed-price (FFP) contract. This acquisition will be a total set-aside for Service-Disabled Veteran-Owned Small Business (SDVOSB) under the small business social economic contracting program per FAR 19.203. The appropriate NAICS code is 541690, Other Scientific and Technical Consulting Services (1,000 employees).

Reference draft SF-~~30-1449~~ (**Exhibit 1**) for sample contract.

Section B - Supplies or Services and Prices

The attached Statement of Work (SOW) (**Attachment A**) provides a detailed description of all services required under this RFP.

Reference draft SF-~~144930~~ (**Exhibit 1**) for the CLIN structure and the Excel Pricing Worksheet (**Attachment C**) for submission of associated pricing.

Section C - Description/Specifications

The Contractor shall utilize the attached SOW (**Attachment A**) for proposal purposes.

Section D – Packaging and Marking

This section is N/A (Services contract)

Section E – Inspection and Acceptance

FAR 52.246-4 Inspection of Services – Fixed Price

FAR 52.246-6 – Inspection Time-and-Material and Labor-Hour

Section F - Deliveries / Performance

[F.1](#) This contract incorporates the following clauses by reference, with the same force and effect as if it were given in full text. Upon request, the Contracting Officer will make its full text available.

- F.1.1 FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1) CLAUSES:
- 52.247-34 F.o.b Destination (Nov 1991)

[F.2 PERIOD OF PERFORMANCE](#)

[F.2.1](#) The base period of performance for this contract is as follows:

PERIOD	CLIN	Description	Contract Type	BEGIN	END
Base Year	0001	CTA Services in DC	FFP	05/01/2022	04/30/2023
Base Year	0002	Optional CTA Services in AL	FFP	05/01/2022	04/30/2023
Base Year	0003	Optional Support in DC (Per Assessment)	FFP	05/01/2022	04/30/2023
Base Year	0004	Optional Support in AL (Per Assessment)	FFP	05/01/2022	04/30/2023
Base Year	0005	Optional ODC/Travel	Cost	05/01/2022	04/30/2023

[F.2.2 Option Years](#)

The contemplated contract will also include four (4) one (1) year option periods that may be exercised at the sole discretion of the Government. For the option years, the Contracting Officer may exercise the option by written notice to the Contractor within 30 days. **The Contracting Officer may exercise all of the line items, some of the line items, or none of the line items** in each option period.

PERIOD	CLIN	BEGIN	END
Option Year 1	1001-1005	05/01/2023	04/30/2024
Option Year 2	2001-2005	05/01/2024	04/30/2025
Option Year 3	3001-3005	05/01/2025	04/30/2026
Option Year 4	4001-4005	05/01/2026	04/30/2027

F.3 PLACE OF PERFORMANCE

The Government anticipates the primary place of performance for this contract is Washington, DC. However, the Government reserves the right to add Huntsville, AL if necessary. The FBI does not anticipate any services transitioning performance to Huntsville, AL in the base year.

If the FBI determines it is necessary to transition services Huntsville, AL, a written notice will be provided to the contractor asking for onboarding and ramp-up activities to no later than 90 days before contractor personnel are expected to report for work. It is incumbent upon the contractor to ensure qualified personnel are available in both locations to perform the requirements of the SOW.

F.4 NOTICE TO THE GOVERNMENT OF DELAYS

In the event the Contractor encounters difficulty in meeting performance requirements, or when he anticipates difficulty in complying with the contract delivery schedule or completion date, or whenever the Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately notify the Contracting Officer and the 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

G.1 This contract shall be administered by the Contracting Officer identified below:

Marie Agrinzoni
Redstone Arsenal, AL
Email: meagrinzoni@fbi.gov

G.2 This contract shall be administered by the Contract Specialist identified below:

Greg Nikonchuk
Redstone Arsenal, AL
Email: gnikonchuk@fbi.gov

G.3 System for Award Management Requirement (SAM)

The Offerors and Awarded Contractor shall ensure its company is registered in the System for Award Management (SAM). Effective July 29, 2012, all vendors shall be registered SAM to receive government contracts. In addition, the FBI will be using a new financial management system on 10/1/2013 that has a direct interface with SAM. If any current FBI vendor data conflicts with SAM Data, the information contained in SAM may override our current

information effective 10/1/13. It is the Contractor's responsibility to ensure that company information in SAM is current, accurate, and complete in SAM. This information includes TIN, EFT, DUNS, addresses, and contact information. The EFT banking information on file in SAM will be the information the FBI uses to process payment with vendors doing business with the FBI.

If the Contractor does not maintain an active registration in SAM payments will be held until registration is reactivated. The FBI is not responsible for prompt payment penalties or delays in payment processing due to inaccurate or outdated information in SAM.

Section H - Additional requirements:

Reference Attachment H-1

Part-II CLAUSES

Section I – Contract Clauses

Reference Attachment I-1

Part-III List of Documents, Exhibits, and Other Attachments

Section J – List of Attachments

Attachment-A: Statement of Work (SOW)
Attachment-B: NDA
Attachment-C: Excel Pricing Worksheet (EPW)
Attachment-D: DD254
Attachment-E-G: N/A
Attachment-H: Additional Requirements
Attachment-I: Contract Clauses

Section J – List of Exhibits

Exhibit 1: SF-1449

- Exhibit 2: Past Performance Questionnaire (PPQ)
- Exhibit 3: KMPL
- Exhibit 4: ARQ

Part-IV Representations and Instructions

[Notice of Incorporation of Section K-M](#)

Part IV - representations and Instructions, Sections K, L and M will not be physically included in a contract resulting from this solicitation. Pursuant to the provisions of FAR 15.204-1 - Uniform Contract Format, Section K - Representations, Certification.

Section K – Representations, Certifications, and Other Statements of Offeror

This solicitation requires registration with the BETA System for Award Management (SAM) prior to award, pursuant to FAR 4.1102 and other applicable regulations and guidelines. The FBI is utilizing a new financial system that has a direct interface with SAM. If any current FBI vendor data conflicts with SAM data, the information contained in SAM may override the Bureau current information. The Offerors information in SAM must be updated and accurate, and shall include Tax ID#, EFT, DUNS#, Cage Code #, address and contact information. The EFT banking information on file in SAM will be used to process payment to vendors.

If the Contractor does not maintain an active registration in SAM, payments will be held until registration is reactivated. The FBI is not responsible for prompt payment penalties or delays in payment processing due to inaccurate or outdated information in SAM.

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

52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or	
52.204-19	Incorporation by Reference of Representations and Certifications (Dec	

Clauses for Contracts Involving Access to Classified Information

The Government intends to secure services from firms which are not deemed to be an acquisition risk. The Government reserves the right to contract with such Offerors under appropriate arrangements, when it determines that such a contract will be in the best interest of the Government.

Accordingly, all Offerors responding to this Request for Proposal (RFP) or initiating performance under the contract are required to answer the acquisition risk questions (ARQ) **(Exhibit 4)**. All answers are to be reflective of the parent and subsidiary levels of an organization. Offerors are also required to request, collect, and forward to the Government answers to these acquisition risk questions from all subcontractors undertaking classified work under the Quotor's direction and control. Offerors are responsible for the thoroughness and completeness of each subcontractor's submission. Responses should specify, where necessary, the identity, nature, degree, and impact of any Foreign Ownership, Control, or Influence (FOCI) on their organization or activities, or the organization or activities of a subcontractor.

Additionally, a Key Management Personnel Listing (KMPL) **(Exhibit 3)** must be submitted for each entity for which acquisition risk information is required. The KMPL must identify senior management by full legal name, position, social security number, date / place of birth, and citizenship status.

The Offeror shall, in any case in which it believes that foreign influence exists or is being sought over its affairs, or the affairs of any subcontractor, promptly notify the COSR of all pertinent facts.

The Offeror selected for award shall promptly disclose to the COSR any information pertaining to any interest of a FOCI nature in the Selected Offeror or subcontractor that has developed at any time during the Selected Offeror's duration or has subsequently come to the Selected Offeror's attention. Written notification to the CO is required of the Selected Offeror or any subcontractor whenever there is a change in response to any of the acquisition risk questions.

The Offeror is responsible for initiating the submission of the required risk acquisition information and KMPL for all subcontractors undertaking classified work during the entire period of performance of the contract. Failure to comply shall be cause for default under the Default Clause of this contract.

Offerors shall complete the Acquisition Risk Questions and KMPL for the prime Contractor and all proposed subcontractors. Provision of false information will be cause for default under the Default Clause of this contract.

Key Management Personnel, which may identify U.S. persons, is being requested pursuant to the National Security Act of 1947, as amended, and ICD 731, SCRM, or superseding Acts or Directives. The FBI will use this information to conduct the acquisition risk determination and may share the information internally and externally with members of the IC and other USG entities, if necessary, consistent with appropriate routine uses for its Central Records System (CRS), Justice / FBI - 002, last published in full in the Federal Register on February 20, 1998 (63 Fed. Reg. 8671), or any updates thereto. In the absence of proof of death of any of the Key Management Personnel, their consent, or an overriding public interest, the information will not otherwise be disseminated except pursuant to the routine uses for the CRS.

The Government prohibits individuals who are not US citizens from all work to be performed under this contract.

FOCI - For purposes of this clause, a US company is considered under FOCI whenever a foreign interest has the power, direct or indirect, and whether or not exercisable through the ownership of the US company's securities, by contractual arrangements or other means, to direct or decide matters affecting the management or operations of that company.

Changed conditions, such as change in ownership, indebtedness, or the foreign intelligence threat, may justify certain adjustments to the security terms under which a company is operating, or, alternatively, that different acquisition risk mitigation measures be employed. If a changed condition is of sufficient significance, it might also result in a determination that a company is no longer considered to be an acquisition risk. There is a continuing obligation of the Selected Quotor to advise the Government of such changed conditions. Failure to abide by this obligation will be cause for default under the Default Clause of this contract.

Factors: The following factors will be used as the basis for making an acquisition risk determination. If the Quotor, or its proposed subcontractors, meet any of the following factors, they must identify themselves as a potential FOCI company and submit themselves for a Government acquisition risk evaluation and assessment:

1. Ownership or beneficial ownership, direct or indirect, of five (5) percent or more of the Quotor's company's voting securities by a foreign person.
2. Ownership or beneficial ownership, direct or indirect, of twenty – five (25) percent or more of any class of the Quotor's company's non - voting securities by a foreign person.
3. Management positions, such as directors, officers, or executive personnel of the Quotor's company held by non - US citizens.
4. Foreign person power, direct or indirect, to control the election, appointment, or tenure of directors, officers, or executive personnel of the Quotor's company or other decisions or activities of the Quotor's company.
5. Contracts, agreements, understandings, or arrangements between the Quotor's company and a foreign person.
6. Loan arrangements between the Quotor's company and a foreign person if the Quotor's company's (the borrower) overall debt to equity ratio is forty (40): sixty (60) or greater; or financial obligations that are subject to the ability of a foreign person to demand repayment.

7. Annual total revenues or net income in excess of five (5) percent from a single foreign person or in excess of thirty (30) percent from foreign persons in the aggregate.
8. Ten percent or more of any class of the Quotor's voting securities held in "nominee shares", in "street names", or in some other method that does not disclose the beneficial ownership of equitable title.
9. Interlocking directors with foreign persons and any officer or management official of the Quotor's company who is also employed by a foreign person.
10. Any other factor that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of the Quotor's company.
11. Ownership of ten (10) percent or more of any foreign interest.

Every effort must be made to ensure that supplies are provided and integrated and services are performed using sound security components, practices, and procedures. Acquisition of supplies or services from concerns under FOCI or of supplies developed, manufactured, maintained, or modified by concerns under FOCI (any or all of which shall be referred to herein as "Use of FOCI source") is of serious concern and must be approved prior to contract award and evaluated during contract performance. Approval decisions will be made on a case by case basis after the source or technology has been identified by the Offeror and subjected to a risk assessment.

Any Offeror responding to this Request for Proposal (RFP) acknowledges the Government's requirements to secure services or equipment from firms which are not an acquisition risk; are not under FOCI; or where any FOCI, in the opinion of the Government, adversely impacts on National Security or security requirements. The Offeror understands and agrees that the Government retains the right to reject any response to this RFQ made by the Offeror, without any further recourse by or explanation to the Offeror, if the acquisition risk for that Offeror is determined by the Government to be an unacceptable security risk.

The risk assessment process will vary depending on the acquisition type and proposed use of a FOCI source, available risk mitigation measures, and the information / justification provided by the Offeror.

Risk assessments will be on a case-by-case basis and will be used to determine whether the use of a FOCI source poses an unacceptable security risk. If an unacceptable security risk is determined, the Government retains the right to reject the use of a FOCI source or to require that certain risk mitigation measures be taken by the Contractor. Similarly, the Government retains the unilateral right to approve the use of a FOCI source when the risk assessment indicates that such use would be in the Governments' best interests. If the use of a FOCI source is not approved, no classified information will be disclosed to the Offeror as part of the Government's rationale for non - approval. The Offeror (prime and subs) may not seek reimbursement from the Government for any costs associated with responding to this RFQ as a result of a FOCI non - approval decision.

Section L – Instructions, Conditions, and Notices to Offerors or Respondents

This solicitation is prepared in accordance with the format in the Federal Acquisition Regulations (FAR) Subpart 13.106, as supplemented with additional information included in this notice.

L-1 Information to Offerors

The following instructions cover the preparation and submittal of the Offeror's proposal for this solicitation. Offerors must follow the instructions contained herein. Offerors are cautioned that any noncompliance with the solicitation requirements, terms and conditions, representations and certifications, or technical requirements of the RFP may cause their proposal to be determined unacceptable and therefore not considered eligible for award. Information should be complete and accurate to enable the Government to fully assess Offeror's ability to provide the required services and whether it represents the best value to the Government. Offeror shall submit only one proposal for this effort as the Government will only review one proposal per Offeror. Proposals must be received no later than the date and time specified below under "Proposal Submissions."

This Request for Proposal (RFP) does not commit the Government to pay any cost for preparation and/or submission of proposals. In addition, a Government Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with this proposed acquisition. The Government reserves the right to cancel or suspend this requirement at any time (before or after the solicitation close date) at no cost to the Government.

The proposal shall be clear, concise, and include sufficient detail for evaluation and validity of stated claims. Offerors are cautioned that simply "parroting" the SOW without any supporting information or narratives is inadequate and demonstrates a material failure of the proposal to meet the Government's requirement.

The Offeror shall assume the Government has no prior knowledge of the Offeror's experience and will base its evaluation only on the information presented in the Offerors proposal.

Each volume must be written on a stand-alone basis, so that its contents can be evaluated with no cross-referencing to other volumes. Offerors must comply with the submission requirements specified below. The Technical approach must not contain reference to cost; however, resource information (such as data connecting labor hours and categories, materials, subcontractors, etc.) must be contained in the Technical Approach and Past Performance volumes so the Contractor's understanding of the requirement may be evaluated.

L-1.1 Solicitation Point of Contact

The Contracting Officer (CO) is the sole point of contact for this acquisition. Address any questions or concerns you may have to the CO. Written requests for exchanges of information may be sent to the CO via email. Email is the preferred method for exchanges of information.

The CO for this acquisition is as follows:

RFP 15F06722C0004269

Page 10 of 29

Marie Agrinzoni
Federal Bureau of Investigation (FBI)
Finance and Facilities Division (FFD)
E-mail: meagrinzoni@fbi.gov

The CS for this acquisition is as follows:

Greg Nikonchuk
Federal Bureau of Investigation (FBI)
Finance and Facilities Division (FFD)
E-mail: gnikonchuk@fbi.gov

L-1.2 Errors/Omissions

If an offeror believes that the requirements in these instructions contain an error, omission, ambiguity, or are otherwise unsound, the offeror shall immediately notify the PCO in writing with supporting rationale no later than five (5) business days after release of this solicitation.

L-1.3 Mistakes

Mistakes in an offeror's proposal discovered after award shall be handled IAW FAR 14.407-4.

L-1.4 Request for Proposal Revisions/Amendments

The Government reserves the right to revise or amend any portion of this solicitation. Such revisions or amendments will be available on the beta.sam.gov website. Potential offerors are encouraged to subscribe for real-time e-mail notifications when information has been posted to betasam.gov. If such amendments require material changes, the proposal due date may be extended at the discretion of the CO and by enough days to enable an offeror to revise its proposal. In such cases, the amendment will include an announcement of the new proposal due date and time.

L-1.5 Subcontractors, Team Members, Joint Ventures

Offerors are expected to comply with all requirements of the Request for Proposal (RFP). Throughout this solicitation, "Major Subcontractors" are defined as a subcontractor whose proposed effort provides more than or equal to 25% of the hours proposed by the Offeror for all CLINs combined and a subcontractor that performs a critical function in the performance of the resulting contract, whether it is technical or financial, and has important roles in any high or medium risk areas identified in the offeror's proposal. Team Members are the entities that make up a joint venture or any other partnership or teaming arrangement that is formed for the purpose of responding to this solicitation. Industry should review FAR subpart 9.6, FAR part 19, and 13 CFR part 121 and 127 for information on joint ventures.

L-1.6 Alternate Proposals

Alternate proposals – defined herein as proposals that deviate in any way from the solicitation terms and conditions and/or the stated performance requirement – will not be considered.

L-2 Proposal Submission

L-2.1 Submission Due Date

The proposal must be received prior to **11:00 am CST, 14 January 2022**. Late submissions will not be accepted.

L-2.2 Submission Address

All proposals shall be submitted via e-mail to meagrinzoni@fbi.gov on the date specified in section L.2.2.

L-2.3 Proposal Validity Period

All offerors' proposal(s) shall be valid at least 180 days after the proposal due date. The offeror shall make a clear statement in the Executive Summary that the proposal is valid at least 180 days from the proposal due date.

L-3 PROPOSAL CONTENT

L-3.1 General Instructions

The proposal instructions in this section are designed to assist offerors in preparing a complete response that reflects a full understanding of the approach proposed to accomplish all contractual requirements.

L-3.2 Responsiveness and Completeness

The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation by the Government and for substantiating the validity of stated claims. The proposal shall not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet the areas to be evaluated. Offerors shall assume that the Government has no prior knowledge of their experience and will base its evaluation on the information presented in the offeror's proposal. The offeror's proposal shall demonstrate that the offeror possesses the technical expertise, management experience, and successful record of past performance to perform all requirements of the Statement of Work (SOW). Contingent proposals are not allowed, nor will they be accepted, considered or evaluated by the Government. Contingent proposals are defined herein as proposals that include terms or conditions that imply that performance is contingent upon any sort of provisioning from the Government that is not set forth in the RFP. Offerors are reminded to properly mark their proposal documents, which contain proprietary or restricted information. Offerors are advised that the Government may incorporate into the final contract enhancing features included in the offeror's proposal deemed beneficial to the Government. No cost or pricing information should appear in any volume other than the Cost and Price Volume of the proposal. The Government advises offerors that taking exception to or deviating from any term or condition of the RFP may make an offer unacceptable and the offeror ineligible for award.

L-3.3 Proposal Acceptability

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as factors or sub-factors to be eligible for award. By submission of its offer, the offeror consents and agrees to all solicitation requirements and identified constraints. Non-conformance with the instructions provided may result in an unfavorable proposal evaluation, or rejection of an offeror's proposal prior to evaluation, rendering it ineligible for award. **Non-conformance includes failure to submit all volumes described in Table L-1, outlined in the format and limitations as set forth in the RFP.**

L-3.4 Proposal Quality

In presenting material in the proposal, the offeror is advised that quality of information is more important than quantity. Clarity, brevity, and logical organization should be emphasized during proposal preparation. It is the responsibility of the offeror to present enough information to allow the various technical and management approaches, as well as price, to be meaningfully evaluated without discussions. The offeror must include any data necessary to illustrate the adequacy of the various assumptions, approaches, and solutions to problems. Unnecessarily elaborate brochures or other presentation materials beyond that sufficient to present a complete and effective proposal is neither necessary nor desired.

L-4 PROPOSAL ORGANIZATION

L-4.1 Organization

The offeror shall prepare the proposal as set forth in the Proposal Organization and Content below. The titles and contents of the volumes shall be as defined in this table, all of which shall be within the required page limits and with the number of copies as specified below.

Table L-1

FACTOR	VOLUME	SECTION	DESCRIPTION	PAGE LIMIT
1 Technical and Management	1	1.0	Project Management Plan	20
		1.1	Staffing	
		1.2	Transition Approach	
		1.3	Management Structure	
		1.4	Management Approach	
		1.5	Quality Control Plan	
2 Past Performance	2	2.0	Past Performance	No Page Limit

3 Contractual Data	3	3.0	Contractual Data	See Below
		3.1	Cover Page	2 Pages
		3.2	Business Status Systems	2 Pages
		3.3	ARQ	No Page Limit
		3.4	KMPL	No Page Limit
		3.5	Security Plan	5 Pages
		3.6	OCI	5 Pages
4 Price	4	4.0	Price <u>(EPW only)</u>	No Page Limit

L-4.1.1 Page Limitations

Page limitations shall be treated as maximums. If exceeded, the government reserves the right to remove the excess pages and the excess pages will not be read or considered in the evaluation of the proposal. This decision in relation to page count, shall uniformly apply across all proposals. Each page shall be counted except the following:

1. Volume Cover Pages
2. Table of Contents
3. List of Tables and Figures
4. Glossaries / Acronym List

L-4.1.2 Page Size and Count

Page size shall be 8.5 x 11 inches. Use 1-inch margins on the top and bottom and 1-inch side margins. Pages shall be numbered sequentially by volume. Special considerations will not be given for colors, pictures or unnecessary graphics.

L-4.1.2 Text

The text size shall be no less than Microsoft Word Times New Roman 11 point font, single spaced. Text includes free text as well as text in tables, focus boxes, and other representations of several sentences or paragraphs of information.

L-4.1.3 Foldout Pages

Foldout pages are NOT allowed.

L-4.1.4 Volumes

Each volume shall be written on a stand-alone basis so that its contents may be evaluated without cross-referencing to other volumes of the proposal. Each response to each sub-factor shall be self-contained.

Each proposal volume shall be unclassified.

Each volume shall be written in Standard English.

L-4.1.5 Glossary of all abbreviations and acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used for the entire proposal, with an explanation for each. Glossaries do not count against the page limitations for their respective volumes.

L-4.1.6 Table of Contents

Each volume shall contain detailed table of contents to delineate the subparagraphs within that volume.

Offerors shall clearly mark all proprietary information and each page containing proprietary information should be marked in the header and footer as proprietary.

Offeror RFP submissions will not be returned and will be considered Government property.

Questions

Questions regarding this announcement shall be submitted in writing by e-mail to the Contracting Officer, meagrinzoni@fbi.gov and gnikonchuk@fbi.gov **no later than 11:00 am CST, 20 December 2021.** Questions will be formatted with subject line identifying the RFP Title. Verbal questions will NOT be accepted. Questions will be answered via Beta.SAM; accordingly, questions shall NOT contain proprietary or classified information. The Government does not guarantee that questions received **after 20 December 2021; 11:00 am CST** will be answered. Questions must be submitted in the following format using Microsoft Word:

Question #	Category	RFP Reference	Question

Offeror Submissions: Interested Offerors must submit a complete quotation for all supplies designated, no partial proposals will be accepted. All proposals must be valid for **180 days** after the closing date of this solicitation. Proposals must be submitted to the Contracting Officer, meagrinzoni@fbi.gov and gnikonchuk@fbi.gov, **no later than 11:00 am CST, 14 January 2022.**

Offerors are hereby notified that if proposals are not received by the date, time and location specified in this announcement, they will not be considered. Telephone requests will not be allowed. **All offers must be valid for 180 calendar days from the closing date for this solicitation**

A post-award conference is anticipated after award. The date/time and location will be determined at time of award. The Contracting Officer shall make determination and facility instructions to the awardee and all government personnel involved.

Section M – Evaluation Factors for Award

52.212-2 -- Evaluation

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

Factor 1 – Technical and Management - will be evaluated as to the Offeror's ability to convey meaningful and accurate insight into the SecD requirements and provide convincing and comprehensive solutions to meet the RFP submission requirements for the Factor.

Factor 2 - Past Performance will be evaluated as to the Offeror's previous performance to meet the FBI mission requirements based on the Government's evaluations of its Past Performance in the answers to the questions in the PPQ.

Factor 3 – Contractual Data will be evaluated for completeness.

Factor 4 - Price will be evaluated as to its reasonableness of their individual proposed labor category hourly rates and the bottom-line prices to determine if they are (1) reasonable for the work to be performed; (2) reflect a clear understanding of the requirements; and (3) are consistent with the various elements of the Offeror Technical Factor proposal.

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

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

(End of Provision)

EVALUATION CRITERIA AND SELECTION PROCESS

This is a tradeoff source selection approach procurement under a SDVOSB set-aside. The Government intends to award to the responsible Offeror whose proposal is determined to be most advantageous to the Government.

Per FAR 9.104-1, to be determined responsible, a prospective contractor must:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them
- (b) Be able to comply with the required or proposed delivery or performance schedule
- (c) Have a satisfactory performance record
- (d) Have a satisfactory record of integrity and business ethics
- (e) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them
- (f) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them
- (g) Be otherwise qualified and eligible to receive an award under applicable laws and regulations

Proposals will be initially evaluated under the three (3) non-Price Factors of Technical, Experience / Past Performance, and Contractual Data, which are equal in importance, and when combined, are more important than Price. As the three (3) non-Price Factors become equal among proposals, the evaluated Price may become the determining criteria. Proposals will be evaluated on each Factor separately.

Evaluation Factor 1 – Technical and Management

The technical and management factor will be evaluated as to the Offeror's ability to convey meaningful and accurate insight into the SecD requirements and provide convincing and comprehensive solutions to meet the RFP submission requirements for the Factor.

1.0 **Volume One – Project Management Plan (20 Page Limit)**

Submission Requirements:

The Offeror shall provide a Project Management Plan that includes:

1.1 Staffing

Describe the Offeror's ability to provide qualified and effective staff throughout the life of the contract. Proposals must demonstrate that the Offeror has a clear understanding of the Government staffing requirements as outlined in the RFP. The Offeror must also demonstrate that its (1) proposed Key Personnel (2) and the number of proposed Key Personnel for each labor category are optimally suited for the work to be performed.

1.1.12 Key Personnel:

All staff are Key Personnel. The Contractor must provide resumes and identify current security clearance for all individuals. Two (2) page limit per each resume and one (1) page limit for each Commitment Letter associated with each resume (The Resumes and commitment letters do not count towards the 20-page limit.)

- **Senior Security Analyst**

Required Qualifications:

1. Bachelor's degree or demonstrate five (5) years professional experience utilizing analytical skills and writing ability to present viable alternatives and make professional recommendations.
2. Eight (8) years demonstrated knowledge and application of NISPOM standards.
3. Five (5) years demonstrated knowledge and application of Executive Orders (EOs), Security Executive Agent Directives (SEADs), and Federal Investigative Standards (FISs) related to obtaining and maintaining a personnel security clearance.
4. Demonstrated experience in industrial security matters, pertinent national industrial security policies, directives, and programs.
5. Demonstrated skill in industrial security, acquisitions protective processes, life-cycle procurement, technology review and studies, counterintelligence and security methodologies, standards, and techniques.
6. Ability to represent an organization at various level committees, subcommittees, working groups or forums, which is directly related to industrial security issues and matters.

7. Ability to write comprehensive and concise reports, and present and brief executive level management, internal and external to an organization.
8. Knowledge of the various security disciplines (i.e., physical, technical, information, industrial, operation, security force, and procedural security).
9. Knowledge and experience in the use of Open-Source research

Preferred Qualifications:

1. FBI Experience
2. Experience as a Facility Security Officer
3. Experience in Intelligence Analysis

- **Security Analyst**

Required Qualifications:

1. Bachelor's degree or demonstrate three (3) years professional experience utilizing analytical skills and writing ability to present viable alternatives and make professional recommendations.
2. Four (4) years demonstrated knowledge and application of NISPOM standards.
3. Two (2) years demonstrated knowledge and application of Executive Orders (EOs), Security Executive Agent Directives (SEADs), and Federal Investigative Standards (FISs) related to obtaining and maintaining a personnel security clearance.
4. Demonstrated experience in industrial security matters, pertinent national industrial security policies, directives, and programs.
5. Knowledge and experience in the use of Open-Source research

Preferred Qualifications:

1. FBI Experience
2. Experience in Intelligence Analysis

1.1.12.1 Minimum Requirements:

The Offeror must convincingly address the following:

- Relevant experience and capability of Key Personnel, as depicted in their resumes, relative to experience and education in satisfying the technical requirements of the RFP and the capability and experience to perform, lead, mentor junior staff, manage, and start on the day of award. Signed Commitment Letter attached to each Key Personnel resume

that reflects the candidate and the company have agreed upon a compensation package should the Offeror win the award. Requirements listed below regarding capture of incumbent personnel do not apply to Key personnel positions. Offerors are encouraged to propose individuals for Key Personnel positions that the Offeror deems best suited for the positions, regardless of incumbent status.

- Ability to immediately recruit sufficient qualified staff to fill any voids not filled by incumbent capture at the start of performance.
- Ability to retain staff once they are performing under the contract and hire additional staff if the Government increases contractor support requirements (Surge CLIN).
- Capture of incumbent contractor staff performing on the legacy contracts.
- Describe the Offerors Employee evaluation / Orientation Program that ensures currency of knowledge (SEADs)

1.2 Transition Approach

1.2.1 Effective Transition

Describe the Offeror's approach for an effective transition of work from the incumbent and subsequently transition out to a successor contractor at the end of performance.

Minimum Requirements the Offeror must address:

- Scope, objective, and summary of the thirty (30) calendar day transition-in process.
- Method for managing the transition process.
- Method and measures for measuring implementation process success.
- Resources required from the Government to implement the transition process.
- Roles and responsibilities in completing the process.
- Tasks to be accomplished to complete the transition process.
- Master schedule and associated task dependencies.

1.2.2 Knowledge Retention

Describe the Offeror's approach for knowledge retention and transition of work from Washington DC to Huntsville AL.

Minimum Requirements the Offeror must address:

- Scope, objective, and summary transition from Washington, DC to Huntsville, AL.
- How the Offeror will hire, onboard, and train cleared personnel in Huntsville, AL while maintaining a full complement of services in Washington, DC.
- Method for managing the transition process.
- Method and measures for measuring implementation process success.
- Resources required from the Government to implement the transition process.
- Roles and responsibilities in completing the process.
- Tasks to be accomplished to complete the transition process.

- Master schedule and associated task dependencies.

1.3 Management Structure

Describe the Offeror's management structure that will be capable of successfully supporting technical requirements and mission accomplishment.

1.4 Management Approach

Describe the Offeror's management approach in terms of its ability to direct and control all aspects of performance, cost, and schedule.

1.5 Quality Control Plan

Describe the Offeror's concept and approach to assessing services and associated deliverables, addressing issues with quality, and providing opportunities to assure services and deliverables meet the Government's requirements and **add value** to the supported mission through management of its employees, correction of problems before FBI identification and involvement, and satisfactorily resolving all Government complaints.

Evaluation for Factor 1

Definitions

- **“Significant Strength”** means an outstanding or exceptional aspect of the approach that greatly exceeds the acceptable level of quality and provides a beneficial capability.
- **“Strength”** means a significant aspect of the approach that exceeds the acceptable level of quality and provides a beneficial capability.
- **“Minor Weakness”** is a flaw in the approach that increases the risk of unsuccessful performance.
- **“Significant Weakness”** is a flaw in the approach that greatly increases the risk of unsuccessful performance.
- **“Deficiency”** is a material failure of a proposal to meet the minimum acceptable level of performance or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful performance to an unacceptable level.

Technical Ratings

Proposals will be evaluated by use of the color-coded and/or adjectival rating system below for factor one. This system will allow the Technical Evaluation Team to assign an overall rating based upon identification of strengths, weaknesses, deficiencies, and risks associated with each Factor identified in each quotation. The intent of the rating system is to add objectivity to the evaluation process such that meaningful and consequential differences between the proposals are recognized, and insignificant differences are not considered. The combined technical/risk rating

includes consideration of risk in conjunction with the strengths, weaknesses, and deficiencies in determining technical ratings. The following rating definitions will be used in the assessment of Factor one:

Color	Rating	Description
Blue	Exceptional	Proposal <u>exceeds</u> requirements and indicates an <u>exceptional</u> approach and understanding of the requirements. Exceeds performance or capability standards noticeably by demonstrating multiple significant strengths. <u>No</u> weaknesses (significant or minor) or deficiencies noted. Risk of unsuccessful performance is very low.
Purple	Good	Proposal <u>meets</u> requirements and indicates a <u>thorough</u> approach and understanding of the requirements. Exceeds some performance or capability standards by demonstrating one or more strengths. <u>No</u> weaknesses (significant or minor) or deficiencies noted. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal <u>meets</u> requirements and indicates an <u>adequate</u> approach and understanding of the requirements. <u>Weaknesses are minor</u> or will have little or no impact on contract performance. No deficiencies exist. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal <u>does not</u> clearly meet requirements and does not demonstrate an adequate understanding of the requirements. Errors and omissions may exist. <u>One or more Significant weaknesses</u> or deficiencies are noted. Risk of unsuccessful performance is high.
Red	Unacceptable	Proposal <u>does not</u> meet requirements and contains <u>one or more</u> deficiencies. Risk of unsuccessful performance is guaranteed.

Evaluation Factor 2 – Past Performance

2.0 Volume Two – Past Performance (No Page Limit)

Past Performance will be evaluated as to the Offeror’s previous performance to meet the FBI mission requirements based on the Government’s evaluations of its Past Performance in the answers to the questions in the PPQ. Note: CPARS will be accepted in lieu of past performance Questionnaires (PPQ).

Past Performance Questionnaires (PPQ) (**Exhibit 4**) – The **Prime Offeror** shall provide a **maximum of two PPQ responses**. In the event a Major Subcontractor(s) is included in the proposal, a **maximum of one PPQ shall be provided for ~~any~~ each Major Subcontractor(s)**

proposed. Major Subcontract is defined as performing twenty five percent (25%) or more of the proposed price.

The PPQ responses are not required to be submitted within this volume; however, the Offeror is responsible for the Government PPQ response. Early submission is encouraged. Government PPQ responses shall be submitted directly by the Government customer to the FBI Contracting Officer prior to the RFP close date. The PPQ will address how well the Quoter performed on the contracts.

The Government reserves the right to use past performance information obtained from sources other than those identified by the Quoter, Past Performance Information Retrieval System (PPIRS), and Contractor Performance Assessment Reporting System (CPARS).

There are three (3) aspects to the Past Performance evaluation: recency, relevancy, and quality of past performance services (including general trends in Quoter performance and source of information).

All three (recency, relevancy, and quality) will be weighted equally to determine the performance confidence assessment rating. The performance confidence assessment rating is a demonstration of the Quoter's experience and past performance capability and probability to successfully perform the RFQ's requirements.

- Recency - The first aspect is to validate the recency of the Offeror's Past Performance. Recency for this acquisition is work performed within the United States and within the past five (5) years. Only the performances performed within the past five (5) years will be evaluated. In the PPQ, the Period of Performance box will be reviewed and verified to ensure recency.
- Relevancy - The second aspect is to determine how relevant a recent effort accomplished by the Quoter is to the effort to be acquired through the source selection. Relevancy in this acquisition includes those aspects of an Offeror's history of contract (or subcontract) experience that would provide the most context and give the greatest ability to measure whether the Quoter will successfully satisfy the current requirement. Common aspects of relevancy include, but are not limited to, the following: similarity of service support, complexity, dollar value, and contract type.

There are four (4) rating levels of relevancy as shown in the table below. When source selections require a greater level of discrimination within the Experience evaluation, all four (4) of the relevancy ratings identified below shall be considered. Experience of greater relevancy will typically be a stronger predictor of future success and have more influence on the confidence assessment than Experience of lesser relevance.

The four (4) levels of relevancy for this acquisition are:

Experience Relevancy Ratings	
Rating	Definition
Very Relevant	Experience involved <u>essentially the same</u> scope and magnitude of effort and complexities this RFP requires.
Relevant	Experience involved <u>similar</u> scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Experience involved <u>some</u> of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Experience involved <u>little or none</u> of the scope and magnitude of effort and complexities this solicitation requires.

In the PPQ, the following will be reviewed and verified to ensure relevancy:

- Contract Type
- Contract Value
- Type of Relevant Service Performed
- **Quality of Past Performance Services**. The third aspect of the Past Performance evaluation is to establish the overall quality of the Offeror's Past Performance. It is conducted in support of a current source selection and does not establish, create, or change the existing record and history of the Quoter's Past Performance on past contracts; rather, the Past Performance evaluation process gathers information from Government customers on how well the Quoter performed those past contracts. In the PPQ, the following ratings will be reviewed and verified to ensure quality:

Outstanding	The Contractor's performance <u>exceeded</u> customer expectations providing significant features or benefits.
Satisfactory	The Contractor's performance <u>met</u> customer expectations and demonstrated an acceptable understanding of the requirements.
Unsatisfactory	The Contractor's performance was either <u>marginal or did not meet</u> customer expectations or contract requirements.
Other	If the element is <u>not applicable</u> , indicate with "N/A." If no data has been obtained or additional comments are provided, please note in this column.

As a final step, the Government will determine the rating under the Offeror's Performance Confidence Assessment based on each Offeror's overall record of Recency, Relevancy, and Quality of Past Performance services. The Performance Confidence Assessment composite rating for the Past Performance Factor for each of the Quoter's will be one (1) of the following five (5) Performance Confidence ratings:

PERFORMANCE CONFIDENCE ASSESSMENT RATING	
Substantial Confidence	Based on the Offerors recent / relevant experience / past performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.

Satisfactory Confidence	Based on the Offerors recent / relevant experience / past performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	Offeror has no recent / relevant experience / past performance record is available or the Offerors performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The Offeror may not be evaluated favorably or unfavorably on the factor of past performance and will receive a neutral rating.
Limited Confidence	Based on the Offerors recent / relevant experience / past performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offerors recent / relevant experience / past performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

Evaluation Factor 3 – Contractual Data

3.0 Volume Three – Contractual Data (Reference each section for page limits)

Contractual Data will be evaluated for completeness. This section will not be evaluated as part of mission suitability. However, Compliance with these instructions is mandatory and failure to comply may result in removal of your proposal from further consideration.

3.1 Cover page with the following information (not to exceed 2 pages):

- Offeror’s name
- RFP Name and solicitation designation
- Offeror’s Proposal Number
- Date of submission
- Company Tax ID #, DUNS and CAGE codes
- Company Point of Contact with email address and telephone information
- NAICS code
- Confirmation you are registered in SAM. Note, no award will be made to an Offeror not registered in SAM.

~~3.2 Business System Status (not to exceed 2 pages):~~

-

~~● Purchasing System~~

~~Submit evidence of the results of the most recent system review by DCMA/DCAA. Identify any known or cited system deficiencies and summarize the correction action plan.~~

-

- ~~Property Management System~~
Submit evidence of the results of the most recent system review by DCMA/DCAA. Identify any known or cited system deficiencies and summarize the correction action plan.
-
- ~~Accounting System~~
Submit evidence of the results of the most recent system review by DCMA/DCAA. Identify any known or cited system deficiencies and summarize the correction action plan. Provide the same information for any major subcontractor for which you intend to establish other than a firm fixed-price subcontract arrangement.
-
- ~~Estimating System~~
Submit evidence of the results of the most recent system review by DCMA/DCAA. Identify any known or cited system deficiencies and summarize the correction action plan.
-
- ~~Financial Capability Information~~
Demonstrate that the Quoter has or can obtain adequate financial resources to perform the contract in accordance with FAR 9.104-1(a). State whether or not DCMA, DCAA, the Small Business Administration (SBA), or an independent organization has conducted a financial assessment within the 24-month period prior to proposal submission; and if so, provide evidence of the assessment results.
-

3.3 Acquisition Risk Questionnaire (ARQ) (No page limit)

The Offeror shall provide an Acquisition Risk Questionnaire (ARQ), for prime and all subcontractors, using **Exhibit 4**.

3.4 Key Management Personnel List (KMPL) (No page limit)

The Offeror shall provide a Key Management Personnel List (KMPL), for prime and all subcontractors, using **Exhibit 3**.

3.5 Security Plan (Not to exceed 5 pages)

The Security Plan will not be evaluated as part of mission suitability. However, before being eligible to receive an award, the Offeror shall submit an acceptable Security Plan providing documentation that shows they are cleared through Defense Counterintelligence and Security Agency and must have a Top-Secret Facility Clearance. Failure to be cleared through Defense Counterintelligence and Security Agency and have a Top-Secret Facility Clearance will make the

Offeror ineligible for award. As such, the Government may communicate with any Offeror at any time during the evaluation process concerning its Security Plan.

Submission Requirements:

The Contractor's Security Plan will be assessed to determine whether the Offeror is able to satisfy the following requirements:

- Completeness and clarity of description of the Offeror security processes and procedures for personnel security to include the request for and management of clearances.
- Clarity and completeness of explanation of how these processes and procedures will be applied to the requirements of this RFP.
- Identification of the Offeror cleared facilities that will be used to perform this RFP to include description of facility, planned or existing access control, location, and identification of all personnel having access including maintenance and / or support personnel.
- Offerors understanding of the security regulatory environment as applied to the FBI's requirements, soundness of its security approach and risk.

The Offeror list of its cleared (Top Secret) facilities that will or could be used to perform the RFP requirements and meet the guidelines of NISPOM. For each facility identified, the Offeror must submit evidence of the current facility clearance.

3.6 OCI Plan (Not to exceed 5 pages)

The Offeror shall provide an Organizational Conflict of Interest (OCI) Plan.

(a) The OCI plan will not be evaluated as part of mission suitability. However, before being eligible to receive an award, the Quoter shall submit an acceptable OCI plan (including mitigation plans for any identified OCIs). As such, the Government may communicate with any Quoter at any time during the evaluation process concerning its OCI plan.

(b) Responsibility of Offeror:

1. Applying the principles of FAR Subpart 9.5, each Offeror shall assess whether there is an organizational conflict of interest associated with the quote it submits.
2. The Quoter must explain the actions it intends to use to resolve any organizational conflicts of interest it finds in the Government's assessment and its own assessment.
3. Offerors shall inform the Contracting Officer of any potential conflicts of interest, including those involving contracts with other Government organizations, in their proposal. The contracting officer will use this information to determine whether resolution of those conflicts will be required.

If the Offeror 's proposed action to resolve an organizational conflict of interest is not acceptable, the Contracting Officer will notify the Offeror, providing the reasons why its

quoted resolution is not considered acceptable and allow the Offeror a reasonable opportunity to respond before making a final decision on the organizational conflict of interest.

(c) Representation. By submission of its offer, the Offeror represents, to the best of its knowledge and belief, that –

1. There are no relevant facts that could give rise to an OCI, as defined in FAR Part 2; or
2. The Offeror has disclosed all relevant information regarding any actual or potential conflicts of interest.

(d) Termination for default. If the successful Offeror was aware, or should have been aware, of an OCI before award of this contract and did not fully disclose that conflict to the Contracting Officer, the Government may terminate the contract for default.

(e) Waiver. The agency reserves the right to waive the requirements of FAR 9.5, in accordance with FAR 9.503.

(f) Action Taken to Reduce Conflict.

The Government will treat all submissions as proprietary under 18 U.S.C. §1905 and protect quoted information accordingly. Interested parties shall submit their Organizational COI Mitigation Plans with their proposals.

Evaluation Factor 4 – Price

4.0 Volume Four – Price (no page limit)

For this volume, The Offeror shall **only** provide the Government-provided Excel Pricing Workbook (**Attachment C**) to develop the Price.

The Offeror's proposed firm-fixed price (FFP) should include a proposed price to complete up to **1,500 assessments annually**. However, the Government may have a need for additional assessments in the future. Therefore, the offeror shall propose a FFP price for one assessment for this option. This option can be exercised multiple times at the proposed FFP. For evaluation purposes, the Government price for this option will be evaluated based on **100 assessments**.

The Government does not require Bidders to propose Travel or ODC as the Travel option will not be evaluated. If travel is required, the Government will reimburse the contractor at cost only. Reference the travel clause in Attachment H.

Price will be evaluated based on the total value of all base and option CLINS (reference EPW, Attachment B, Tab “Summary Formula,” Cell F9) and compared against (1) the Internal Government Cost Estimate (IGCE) and (2) other submitted proposals.

Award will not be made to an Offeror whose price is determined to be not fair and reasonable.