

U.S. Department of Justice

Federal Bureau of Investigation (FBI)

Criminal Justice Information Services Division (CJIS)

Global Initiatives Unit (GIU)
Mobile Biometric Application (MBA)
Request for Quotations (RFQ)

RFQ0023703

August 29, 2015



1.0 GENERAL BACKGROUND

The Criminal Justice Information Services (CJIS) Division's Quick Capture Platform (QCP) is a state-of-the-art biometric system that enables investigators to collect and store fingerprint data during domestic and international investigations. The QCP enables instant access to federal fingerprint databases. This comprehensive access to the main United States (U.S.) Government biometric holdings enables QCP users to quickly establish whether a subject has possible terrorist links (in the U.S. or abroad) or is likely to pose a threat to the U.S.

The QCP originated in 2007, as an investigative tool for use by the FBI Hostage Rescue Team during operations conducted overseas. The purpose was to develop a platform capable of providing a rapid collection and response in hostile environments. Since the QCP's inception, the FBI's need for a tool that is capable of biometric collection, as well as providing rapid responses, has expanded from supporting overseas investigations to include increased domestic use.

Currently the FBI's mobile biometric capture and identification platform is used to provide remote identification submission and response capabilities. The platform provides the capability to capture biometric and biographic information, package it in a transaction that conforms to the FBI's Electronic Biometric Transmission Specification (EBTS), and send it electronically to the CJIS systems for searching/matching/enrollment of biometric data.

The current QCP has a large footprint, typically stored in backpacks or Pelican cases and not optimized for mobile operations. Future platforms should be made smaller to increase mobility and ease of use. The platforms are not designed to fully utilize the current and future CJIS Information Technology infrastructure.

2.0 SCOPE

The scope of this Request for Quotations (RFQ) is to award a contract for a software solution to capture biometrics on android-based cellular devices, as further described in this RFQ. The FBI intends to select a vendor solution for operational use that will result in a procurement of software which will provide the FBI with the ability to perform a biometric collection. This collection, at a minimum, should include fingerprints and facial photographs for submission and receipt of a response, via the android-based application from any domestic location with cellular service.

The RFQ is a follow up to the Request for Information (RFI) that was released in the summer of 2014. This RFQ describes the mobile biometric collection effort by the FBI to offer a Mobile Biometric Application (MBA) that will operate on the FBI Android based phone and tablet, currently the Samsung Galaxy S5 and Samsung Galaxy Tab 4.

The intent of this effort is to procure a MBA for the FBI.

2.1 CONTRACT/CLIN STRUCTURE

This effort is an Open Market, unrestricted RFQ in accordance with FAR 12.6 Commercial Items that will be solicited in two phases.

This Contract shall contain four Contract Line Item Numbers (CLINS).

CLIN 0001 – Application Licenses - Firm Fixed Price (FFP) on a per license basis pertaining to the Mobile Biometric Application, including maintenance for patches and upgrades in the pricing. Quotation of this CLIN shall be for a quantity of 500 licenses for base and all four option periods.

CLIN 0002 – Services - FFP and pertain to Services required in the Base Period only.

CLIN 0003 – Travel – Time and Materials (T&M) travel associated with this CLIN will be based on one trip per month in the Base Year for a 6 day, 5 night stay in Clarksburg, WV under Federal Travel Regulation (Sunday Night through Thursday night).

CLIN 0004 – Other Direct Costs (ODC's) – FFP for the ancillary items required that are not identified as Government-furnished equipment (GFE) in the RFQ.

3.0 DESCRIPTION OF WORK

3.1 Contractor Requirements

- The Contractor shall identify a software application compatible with the Samsung Galaxy S5, Samsung Galaxy Tab 4, and Integrated Biometrics LLC., Watson-Mini fingerprint scanner, part # 1BHWM2FR-03. Each of the devices will be provided as GFE.
- Within 30 days after award, the Contractor shall provide a capabilities demonstration and presentation on all functionality, except for end-to-end communication, to the Government to include training on the functional use of the software on the GFE, as well as a training manual.
- The Contractor shall participate in quarterly progress meetings with the Government regarding device functionality, forecast of patches, version upgrades and other maintenance schedules. The quarterly progress meetings shall take place in the base and all option periods and be conducted via conference call.
- The Contractor shall perform all necessary software upgrades and patches as they are released during this Period of Performance (POP).
- If during the POP any software implemented to provide services under this RFQ becomes End of Life or End of Support, the Contractor shall notify the Government a year in advance.
- The Contractor shall provide the application licenses; assist and document installation procedures on android based devices; perform testing of the device in the test environment; provide assistance with testing in the operational environment; perform

maintenance on the device; and conduct troubleshooting relative to the software functioning properly.

- The Contractor shall establish a formal organization responsible for executing the total effort required by the contract. A clear line of project authority shall exist among all organizational elements (including subcontractors). Roles, responsibilities, authority, and reporting requirements shall be established for each organizational element.
- If ancillary items are required that are not identified in this RFQ, the Contractor shall provide those items in a Bill of Materials with pricing.

3.1.1 Government Purpose Rights

The Government will retain Government Purpose Rights as outlined below.

- Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and
- Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes. (Emphasis Supplied)

3.2 Software Requirements

Contractor services shall include implementation of the application on devices to verify the technical design and integration and installation of the approved solution.

3.2.1 Compatibility and Design

- Compatible platforms - The MBA shall be compatible with mobile platforms for Google Android, with a minimum operating system requirement of Lollipop and KitKat versions.
- Design compatibility - The MBA shall be easy to install, easy to update, easy to remove, intuitive and easy to navigate software graphical user interface and is effective handling errors. Design shall be to current EBTS standards.
- Device plug-in approach - The MBA shall use a plug-in architecture to simplify integration of the Integrated Biometrics LLC., Watson-Mini fingerprint scanner, part # 1BHWM2FR-03.
- The MBA must be able to utilize an import custom configuration feature for ability to push configuration changes to remotely deployed devices.
- Wavelet Scalar Quantization - The MBA shall utilize Wavelet Scalar Quantization algorithm for compression of fingerprint images captured at 500 pixels or greater.

3.2.2 Capture Functionality

- Capture biometrics - The MBA shall support the capability to capture biometrics as defined in the current EBTS.
- Capture thumb slap/rolled impression - The MBA shall have the capability to collect thumb slap/rolled impression fingerprints separately.
- Plain fingers - The MBA shall provide the capability to collect plain/rolled impression fingerprints.
- Predefined order - The MBA shall provide the capability to collect fingerprints in a predefined order.
- Modify collection order - The MBA shall provide the ability to modify collection order of the fingerprints in the field.
- Variable sensitivity controls - The MBA shall allow for the detection of fingers lifted during rolled fingerprint capture and detection of shifted finger position during rolled fingerprint capture.
- Selecting individual fingerprints - The MBA shall have the capability to view individual collected fingerprint images with selectable images for reprinting.
- Perform sequence checking - The MBA shall have capability to perform automatic sequence checking functions to ensure that individual fingerprint position designations are consistent with plain impressions.
- Sequence checking errors - The MBA shall provide indication for sequence checking errors.
- Image quality - The MBA shall perform image quality assessment.
- Image quality errors - The MBA shall provide indication for image quality errors.
- Recapture fingerprints for image quality - The MBA shall provide the capability for an operator to re-capture individual fingerprint images in the event that quality was insufficient to meet National Institute of Standards and Technology (NIST) Fingerprint Image Quality (NFIQ) threshold requirements.
- Accommodate for missing and unprintable fingers - The MBA shall provide the capability to accommodate amputated (missing) and unprintable (bandaged) fingers.
- Designate missing and unprintable fingers - The MBA shall provide the capability to designate and display amputated (missing) fingers and unprintable or bandaged fingers.

- Support NBIS NFIQ - The MBA shall support use of the NIST Biometric Image Search (NBIS) NFIQ implementation for fingerprint image quality.
- Capture photo image of face - The MBA shall have the capability to collect up to five (5) face images utilizing the mobile device camera.
- Selective re-capture of face images - The MBA shall have the capability to selectively recapture individual face images.
- Set facial image capture order - The MBA shall provide the capability to set facial image capture order (Pose directions).
- Unsuccessful biometric capture - The MBA shall provide an indicator for an unsuccessful biometric capture.
- Progress indicators - The MBA shall provide the user with progress indicators during biometric collection (As sections are complete or incomplete).
- No cellular service – The MBA shall be able to queue the transaction until cellular reception is available; at which time it will automatically send the transaction.

3.2.3 Transmission

- The MBA must transmit submission packages via Simple Mail Transfer Protocol and receive responses via Post Office Protocol 3 to meet existing Infrastructure requirements.
- The MBA shall transmit using current EBTS standard transactions.
- Transmission connection - The MBA device shall connect to a cellular network through an encrypted Federal Information Processing Standard (FIPS) 140.2.
- Transmission asynchronously - The MBA device shall provide the capability for transmissions that can occur asynchronously from the saving and sending by an operator if the communication lines are busy or unavailable.

3.2.4 Submission

- Submitting transactions - The MBA shall submit EBTS transactions.
- Search - The MBA shall include the ability to submit a transaction for a search of the database and receive a response.

3.2.5 Submitted Transactions

- Transaction Status - The MBA shall track transaction status.
- Date/Time for each transaction status - The MBA shall record date/time for each transaction status.

3.2.6 Transmission Responses

- Receive transaction responses - The MBA shall receive EBTS transactions.
- EBTS Responses - The MBA shall accept current EBTS formatted responses.
- Response notification – A response notification shall be received and acknowledged when the user has the application running or closes the application in the notification bar icon.

3.2.7 Training Mode

- Support Training mode operations - The MBA shall support training mode operations. Training mode is defined as an environment where the user is able to create and submit a test transaction to a non-operational environment which will then provide a response back to the device.

3.2.8 EBTS Compliance

The MBA shall comply with the EBTS outlined below.

- Type-1 Transaction Information - The MBA shall include transaction information in the Type-1 record.
- Type-2 Descriptive Text - The MBA shall include EBTS Type-2 record descriptive data fields.
- Type-4 Fingerprint - The MBA shall include fingerprint images in the Type-4 record, as appropriate according to EBTS.
- Type-14 Fingerprint - The MBA shall include fingerprint images in the Type-14 record, as appropriate according to EBTS.
- Type-10 Facial Images - The MBA may include facial images in the Type-10 record. (Optional)
- Produce TPRS submissions - The MBA shall generate Ten-Print Rap Sheet or TPRS transactions for submission.
- Produce CAR transactions - The MBA shall generate Criminal Ten-Print Answer Required or CAR transactions.
- Support EBTS data fields - The MBA shall support data fields of the most recent EBTS, in accordance with the specified Type of Transaction (TOT).
- Mandatory fields - The MBA shall support mandatory fields required by the most recent EBTS, in accordance with the specified TOT.

- Optional fields - The MBA shall support optional fields allowed by the most recent EBTS, in accordance with the specified TOT.
- Conditional fields - The MBA shall support conditional fields allowed by the most recent EBTS, in accordance with the specified TOT.
- Enforce EBTS data requirements - The MBA shall enforce data requirements of the most recent EBTS, in accordance with the specified TOT.
- Ensure required EBTS fields are populated - The MBA shall ensure that all required fields are populated.
- Allow optional EBTS fields - The MBA shall allow optional fields to be populated for a given TOT.
- Enforce conditional fields - The MBA shall ensure conditional fields are populated, as appropriate.
- Enforce record rules - The MBA shall ensure that the appropriate record types are present for the specified TOT.
- Enforce EBTS field validation rules - The MBA shall enforce validation rules for individual fields as stated in EBTS.
- Enforce field length - The MBA shall enforce field length requirements.
- Enforce field character requirements - The MBA shall enforce field character requirements.
- Enforce field format requirements - The MBA shall enforce field format requirements.
- EBTS compression techniques - The MBA shall conform to the most recent EBTS for compression techniques.
- EBTS compression rates - The MBA shall conform to the most recent EBTS for compression rates.

3.2.9 Permissions

- View, Add, Edit and Delete demographic data - The MBA shall enforce permissions to view, add, edit and delete demographic data.
- View, Add, Edit and Delete captured images - The MBA shall enforce permissions to view, add, edit and delete captured images.
- View captured fingerprints - The MBA shall enforce permissions to view captured fingerprints.

- Delete captured fingerprints - The MBA shall enforce permissions to delete captured fingerprints.
- Transmit records - The MBA shall enforce permissions to transmit records.
- Override quality errors - The MBA shall enforce permissions to override quality errors.
- Configure minimum quality error retries - The MBA shall enforce permissions of the minimum number of quality retries before permitting quality errors to be overridden.
- Override sequence error - The MBA shall enforce permissions to override sequence errors.
- Configure minimum sequence error retries - The MBA shall enforce permissions of the minimum number of sequence retries before permitting sequence errors to be overridden.
- Override other errors - The MBA shall enforce permissions to override other errors not related to quality or sequence.
- Configure minimum other error retries - The MBA shall enforce permissions of the minimum number of retries before permitting other errors to be overridden.

3.2.10 Peripherals

- Successful connection acknowledgement - The MBA shall provide an indicator that the peripheral was successfully connected.
- Unsuccessful connection acknowledgement - The MBA shall provide an indicator that the peripheral was unsuccessfully connected.
- Fingerprint Sensor – The MBA shall provide the ability to work with the Integrated Biometrics LLC., Watson-Mini fingerprint scanner, part # 1BHWM2FR-03.
- The Watson-Mini fingerprint scanner shall be tethered via Micro USB.

3.2.11 NBIS checking

- Perform sequence checking - The MBA shall have capability to perform automatic sequence checking functions to ensure that individual fingerprint position designations are consistent with plain impressions.
- Image quality - The MBA shall perform image quality assessment.
- Support NBIS NFIQ - The MBA shall support use of the NBIS NFIQ implementation for fingerprint image quality.

3.2.12 Performance

- Software launch - The MBA shall take one minute or less to launch the software.

- Software launch to responses received - The MBA shall take five minutes or less to launch the smartphone, launch the software, capture data, submit and receive responses for each transaction. This is dependent on smartphone, cellular reception and CJIS systems performing at normal operating levels.
- Minimum submission standard - The MBA shall capture descriptive data (e.g. biographic data or EBTS type-2 data) along with a ten-print capture as the minimum standard for submission.
- Check transaction submission - The MBA shall verify the transactions have been submitted and resubmit if necessary.
- Delete transaction – The MBA shall provide the authority/capability to delete a submitted and received transaction and/or an automatic time frame delete (i.e., one day, ten days, 30 days, etc.).
- Impact performance - The MBA shall provide scalability so that considerable increases in the number of biometric enrollments do not adversely impact performance.
- Save data - The MBA shall be able to automatically save data if the software unexpectedly shuts down.
- Multiple peripherals - The MBA shall be able to support capturing descriptive data and biometric data with multiple peripherals.

3.2.13 Implementation

- The Contractor shall provide technician support/services, as required, to install the MBA during the POP.

3.2.14 Post Implementation/Test

The newly installed MBA shall be fully tested with the CJIS infrastructure by the contractor in coordination with the Government to include but not limited to:

- The MBA shall be able to work with Google Android operating system. The FBI's intent is for this application to be used on the FBI Android based phone and tablet, currently the Samsung Galaxy S5 and Samsung Galaxy Tab 4.
- The MBA shall capture descriptive data.
- The MBA shall be able to send current EBTS submissions.
- The MBA shall be able to receive current EBTS responses.
- The MBA shall be able to monitor the submission and response of a transaction.

- The MBA shall take one minute or less to launch the software after the smartphone has been powered on and is on the home screen.
- The MBA shall take five minutes or less to launch the software, capture data, submit and receive responses for each transaction.
- The MBA shall have ability to delete a single or multiple transactions.

During the post install phase, the Contractor shall work in accordance with the test and acceptance checklist that was created and accepted by the Government. Upon completion of the full system test, the test and acceptance checklist shall be completed by the Government. The Contractor shall present the test and acceptance checklist to the Contracting Officer's Representative (COR) for acceptance within 30 days. The COR may then verify any of the points on the checklist. When the COR verifies that the system is fully functional and meets requirements, the COR will sign the original checklist and retain a copy for the project file.

3.3 Training Requirements

- The Contractor shall provide training for government end users, not to exceed ten (10) government personnel, on software design, functionality, and use, to include providing associated training guides.
- The Contractor shall provide training on the software application to the MBA program office employees, not to exceed ten (10) personnel, at the FBI location in Clarksburg, WV.
- The Contractor shall provide the Government with electronic copies of all Lesson Plans, User Manuals, Quick Reference Guides, Training Manuals/Guides, and a Pocket Guide. Ten (10) hard copies (one per student) shall be provided for each student participating in the training.

3.4 Referenced Documents/Standards

The Government recognizes that some of the standards and their associated data items identified below, may change. Throughout this effort, the Contractor or the Government may propose following newer standards and their associated data items that replace or supersede those below. To substitute newer standards and their associated data items the Contractor shall: 1) identify existing standards and data items to be replaced; 2) identify new standards and associated data items proposed for use; 3) provide a rationale for using the new items including cost, schedule, performance, and supportability impact; and 4) receive government approval.

In the event of conflict between any of the documents comprised in the sections below, said conflict shall be brought to the attention of the Government and resolved with the Government.

Standards

- ANSI/EIA-STD-748, Earned Value Management System.
- ANSI/EIA-649-1998, National Consensus Standard for Configuration Management.
- Electronic and Information Technology Accessibility Standards - Section 508 - Applicable Accessibility Standards
- Federal information processing standards
http://csrc.nist.gov/publications/fips/FIPS_199
<http://csrc.nist.gov/publications/fips/fips199/FIPS-PUB-199-final.pdf>
- IEEE Standard 1362-1998, IEEE Guide for Information Technology - System Definition - Concept of Operations (ConOps) Document <http://standards.ieee.org/findstds/standard/1362-1998.html>
- NIST Security publication 800-23 Guideline to federal organizations on security assurance and acquisition/use of tested/evaluated products <http://csrc.nist.gov/publications/nistpubs/800-23/sp800-23.pdf>
- NIST Special publication 800-14 generally accepted principles and practices for securing information technology systems
<http://csrc.nist.gov/publications/nistpubs/800-14/800-14.pdf>
- NIST Special publication 800-12 An introduction to computer security
<http://csrc.nist.gov/publications/nistpubs/800-12/handbook.pdf>
- NIST Special publication 800-28 Guidelines on Active content and mobile code
<http://csrc.nist.gov/publications/nistpubs/800-28-ver2/SP800-28v2.pdf>
- NIST Special Publication 800-30, Risk management guide for information technology systems
http://csrc.nist.gov/publications/nistpubs/800-30-rev1/sp800_30_r1.pdf
- NIST Special publication 800-53a, recommended security controls for federal information systems and organizations
http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final_updated-errata_05-01-2010.pdf
- NIST Special publication 800-61, Computer security incident handling guide
http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final_updated-errata_05-01-2010.pdf
- NIST Special publication 800-63, Electronic Authentication guideline
<http://csrc.nist.gov/publications/nistpubs/800-63-1/SP-800-63-1.pdf>
- NIST Special Publication 800-28, Guidelines on Active content and mobile code
<http://csrc.nist.gov/publications/nistpubs/800-28-er2/SP800-28v2.pdf>

Other Compliance Documents

- National Institute of Standards and Technology Special Publication 800-53 (Revision 3), August 2009.
- Recommended Security Controls for Federal Information Systems.
- Information Systems Security Framework Policy, July 27, 2011
- Committee on National Security Systems, CNSSI-5000
- FBI Biometric specifications page – EBTS
https://www.fbibiospecs.org/biometric_specs.html
<https://www.fbibiospecs.org/ebts.html>

4.0 PERSONNEL

The Contractor shall provide qualified, professional personnel that possess knowledge, skills, ability and experience to support requirements in Section 3.0 of this RFQ while meeting the required qualifications listed in Table A below. Work shall take place at both Contractor and CJIS facilities. When working at CJIS facilities, normal operating hours shall take place between 7:00am – 5:00pm, except federal holidays. The Contractor shall not work at CJIS facilities outside the normal hours. The Contractor must be able to work independently and in partnership with FBI Staff during the period of performance. Performance on this contract requires a TOP SECRET clearance. The contractor staff involved in this work shall possess a TOP SECRET clearance at the time of the quote submission, and will be required to sign Non-Disclosure Agreements. **The contractor titled Software Engineer shall be identified in the proposal response and shall be considered “KEY” or essential to the work of this Requirement.** Prior to removing or diverting key personnel, the Contractor shall notify the COR or Project Manager (PM) thirty days in advance to include an explanation of the change and shall include the proposed equivalent or better replacement resume. Labor categories and total proposed price for the position shall be proposed for the period required. **The Government estimates the following personnel requirements for Clarksburg, WV:**

TABLE A: Personnel Requirements

Position Description	Estimated # of Positions
<p>Software Engineer</p> <p><u>Required Active Clearance:</u> Top Secret</p> <p><u>Desired Experience:</u> 5years of experience in software engineering; 3 years of experience with android-based applications; minimum of two (2) years of operational experience with biometric collection software/applications.</p> <p><u>Functional Responsibility:</u> Develops information systems by designing, developing, and installing software applications and/or solutions. Analyzes user needs and develops software solutions. Designs software or customizes software for client use with the aim of optimizing operational efficiency. Determines operational feasibility by evaluating analysis, problem definition, requirements, solution development, and proposed solutions. Prepares and installs solutions by determining and designing system specifications, standards, and programming. Improves operations by conducting systems analysis; recommending changes in technical applications and analysis. Develops and applies methods, theories, and research techniques in the investigation and solution of advanced software applications and problems requiring application of advanced knowledge. Develops software solutions by studying information needs; conferring with users, studying systems flow, data usage, and work processes;</p>	<p>The Government anticipates this to be a Full Time Equivalent Position in the Base year Only</p>

<p>investigating problem areas; following the software development lifecycle. Confers with systems analysts, engineers, programmers, and others to design system and to obtain information on project limitations and capabilities, performance requirements, and interfaces. Modifies existing software to correct errors, allowing it to adapt to new hardware, or to improve its performance. Analyzes user needs and software requirements to determine feasibility of design within time and cost constraints. Consults with customers about software system design and maintenance. Coordinates software system installation and monitors equipment functioning to ensure specifications are met. Designs, develops, and modifies software systems, using analysis and models to predict and measure outcome and consequences of design. Protects operations by keeping information confidential. Provides information by collecting, analyzing, and summarizing development and service issues.</p>	
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5.0 GOVERNMENT FURNISHED INFORMATION / EQUIPMENT / SOFTWARE:

The FBI, upon award, will provide all pertinent specifications and documents required for contractor to assist the FBI in the implementation of the entity resolution and correlation product. The Government will provide a typical working environment, including office furniture and furnishings, storage for materials, and access to copiers, fax machines, personal computers, telephone and related software. Test Environment will be supplied at CJIS facility. GFE includes Samsung Galaxy S5s, Samsung Galaxy Tabs and Watson-Minis.

6.0 DELIVERABLES

Throughout this effort, the contractor's documentation shall conform to FBI best practices with regard to document format, content, and presentation. Deliverables shall be prepared such that:

- Documents shall have consistent terminology.
- Documentation associated shall be subject to tailoring by the FBI.
- Documents shall be free of spelling and grammatical errors.
- Documents shall be properly labeled with security and dissemination controls.
- Documents shall be properly paginated and marked with document name.
- Documents with boilerplate language (introduction, background, etc.) shall be consistent between documents.

- Documents referring to other documents shall be properly updated as revisions occur.
- Documents shall contain a version history.
- Documents shall identify the author.

The following deliverables are required as part of this contract:

- Training Manuals/Guides; Lesson Plans; User Manuals; Quick Reference Guides; and Pocket Guides. Deliverables are due within 30 days after award.

7.0 PERIODS OF PERFORMANCE

The anticipated periods of performance will be one base period with four exercisable option periods.

Base Period: September 30, 2015 – September 29, 2016

OPTION 1: September 30, 2016 – September 29, 2017

OPTION 2: September 30, 2017 – September 29, 2018

OPTION 3: September 30, 2018 – September 29, 2019

OPTION 4: September 30, 2019 – September 29, 2020

8.0 PLACE OF PERFORMANCE/HOURS/TRAVEL

Place of performance for this contract shall be the Contractor Facility and CJIS Division facilities in Clarksburg, WV. Demonstrations, testing, and training outlined in Section 3.0 of this RFQ shall take place at the CJIS Facility. All work taking place within FBI facilities shall take place between the normal office hours of 7:00am – 5:00pm, except federal holidays. This will require travel anticipated one trip per month for 5 days, 6 nights under Federal Travel Regulations.

9.0 INVOICING

Please submit an original invoice via email to the COR:

Federal Bureau of Investigation, GIU
Attn: TBD (Point of Contact and email address provided upon award)
1000 Custer Hollow Road
Clarksburg, WV 26306

An invoice must include the following information and/or attached documentation to be accepted and processed:

1. Invoice Date
2. Invoice Number
3. DUNS Number
4. Tax Identification Number
5. Billing Period
6. Period of Performance (stipulating base or specific option year)
7. Purchase Order Number
8. Product number, title, quantity and price
9. Labor Breakdown
 - a. Cumulative Charges
 - b. ODC Charges (if applicable and modified into the contract)
 - c. Travel summary (if applicable and modified into the contract)

The following information shall be included with the invoice (either on the invoice or on an attachment to the invoice):

Date(s) that property was delivered or services rendered if applicable. Employee name, time period, and cost. Other direct cost justification if applicable.

Any invoices that are rejected must be returned to the Government, once corrected, with a new invoice date. Electronic submission of the invoice is preferred. It is the Governments intent to resolve invoice issues timely and will attempt to resolve minor issues via email, however, reserve the right to formally reject via contract letter.

10.0 SPECIAL REQUIREMENTS

10.1 FBI SECURITY REGULATIONS

The Quoter must satisfy all requirements outlined in the “FBI Security Regulations” document attached to the RFQ as Attachment A1. Quoter must meet all criteria stated in these regulations prior to award. **All security requirements flow down to all subcontractors upon award.** This includes completing the Risk Assessment Questionnaire and Key Management Personnel List (KMPL) for the prime Quoter and all proposed subcontractors – **which is not required with quote submission. Upon award, templates will be provided and submission will be required within 10 days.** Submission of these documents should include identification of the Quotation number **RFQ#0023703**, name of the assigned Contracting Officer (CO), and certification of the accuracy of the provided information by an Executive Management Official of the company. Providing false information shall be cause for default under the default clause. In addition, Quoter shall be required to have personnel complete Non-Disclosure Agreements and Warrantless Search Agreements.

10.2 REGISTRATION AND TAX REQUIREMENTS FOR QUOTER AND SUBCONTRACTORS

For any work performed on-site at any FBI facility Quoter shall be responsible for obtaining a City Business License as applicable, in order to meet Business and Occupation Tax obligations. For this requirement, Clarksburg, WV is an applicable City and State.

10.3 MANDATORY FINANCIAL REPORTING OF SERVICES PROVIDED BUT NOT REIMBURSED

As a result of the Federal Financial Management Act of 1996, the FBI is required to account, on a fiscal year basis, for the cost of services performed by a prime contractor for which reimbursement has not been made.

In order for the FBI to meet this financial reporting obligation, the prime contractor shall notify the FBI of their estimate of costs incurred for services rendered, under the terms of this contractual agreement, for which reimbursement has not been received. This notification shall be provided to the CO for the period ending March 31 the due date for providing this notification is March 5.

This notification is for informational purposes only and does not preclude the prime from submitting proper invoices, for work performed, in accordance with the terms and conditions of the contractual agreement.

10.4 OBSERVANCE OF LEGAL HOLIDAYS AND EXCUSED ABSENCE

(a) The Government hereby provides notice and the Contractor hereby acknowledges receipt that the government personnel observe the listed days as holidays:

New Year's Day
Martin Luther King's Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

(b) In addition to the days designated as holidays, the Government observes the following days:

Any other day designated by Federal Statute
Any other day designated by an Executive Order
Any other day designated by the President's Proclamation

(c) It is understood and agreed between the Government and the Contractor that observance of such days by government personnel shall not otherwise be a reason for an additional period of performance or entitlement of compensation except as set forth within the contract. In the event the Contractor's personnel work during the holiday, they may be reimbursed by the Contractor, however, no form of

holiday or other premium compensation will be reimbursed either as direct or indirect cost, other than their normal compensation for the time worked without the prior written approval of the COR or PM. This provision does not preclude reimbursement for authorized overtime if applicable to this contract.

(d) When federal, state, local, and other government entities grant excused absences to their employees, assigned Contractor Personnel may also be dismissed. The Contractor agrees to continue to provide sufficient personnel to perform critical tasks already in operation or scheduled and shall be guided by the instructions issued by the COR or PM.

(e)) In those situations that furloughed government personnel are reimbursed, the Contractor may not invoice for their employees unless those employees were deemed "mission critical" and in a working status during the government furlough.

(f) Nothing in this clause abrogates the rights and responsibilities of the parties relating to "stop work" provisions as cited in other sections of this contract.

10.5 PUBLICATIONS

Release of Information - Publications by Contractor Personnel

The 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 purposes of this Clause, "Information" shall include but not be limited to: in any media or all media including on the web or web sites, publications, studies, books, theses, 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 is:

- (i) already known to the Contractor prior to the commencement of the contract,
- (ii) 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 FBI Office of Public Affairs and the Contracting 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.

Where appropriate, in accordance with established academic publishing practices, the FBI reserves the right to author/co-author any publication derived from this contract.

These obligations do not cease upon completion of the contract.

11.0 Clauses/Provisions

The Quoter shall comply with the terms and conditions as cited in the Contract. In addition, the following FAR Clauses and Provisions are incorporated as referenced.

Clauses/Provision and Title
52.202-1 Definitions.
52.203-12 Limitation on Payments to Influence Certain Federal Transactions.
52.203-16 Preventing Personal Conflicts of Interest.
52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights.
52.203-3 Gratuities.
52.203-5 Covenant Against Contingent Fees.
52.203-6 Restrictions on Subcontractor Sales to the Government.
52.203-7 Anti-Kickback Procedures.
52.204-12 Data Universal Numbering System Number Maintenance.
52.204-13 System for Award Management Maintenance.
52.204-14 Service Contract Reporting Requirements.
52.204-19 Incorporation by Reference of Representations and Certifications.
52.204-2 Security Requirements.
52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper.
52.204-6 Data Universal Numbering System Number.
52.204-7 System for Award Management.
52.211-5 Material Requirements.
52.212-1 Instructions to Offerors-Commercial Items.
52.212-4 Contract Terms and Conditions-Commercial Items.

52.217-5 Evaluation of Options.
52.217-8 Option to Extend Services.
52.219-8 Utilization of Small Business Concerns.
52.222-17 Nondisplacement of Qualified Workers
52.222-25 Affirmative Action Compliance.
52.222-26 Equal Opportunity.
52.222-37 Employment Reports on Veterans.
52.222-38 Compliance with Veterans' Employment Reporting Requirements.
52.222-40 Notification of Employee Rights Under the National Labor Relations Act.
52.222-41 Service Contract Labor Standards.
52.222-50 Combating Trafficking in Persons.
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
52.223-6 Drug-Free Workplace.
52.225-13 Restrictions on Certain Foreign Purchases.
52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications
52.227-14 Rights in Data-General.
52.232-1 Payments.
52.232-39 Unenforceability of Unauthorized Obligations.
52.233-1 Disputes.
52.233-3 Protest after Award.
52.233-4 Applicable Law for Breach of Contract Claim.

52.243-1 Changes-Fixed Price.
52.244-6 Subcontracts for Commercial Items.
52.245-1 Government Property.
52.249-2 Termination for Convenience of the Government (Fixed-Price).
52.249-8 Default (Fixed-Price Supply and Service).

12.0 Attachments Listing

A1 – FBI Security Regulations Attachment (provided with posting of RFQ)

A2 – MBA Entity Resolution Price Template Attachment (Will be provided as part of Phase 2 with FBO due date update)

A3 – Validation Checklist (provided with posting of RFQ)

A4 – Client Authorization Letter Sample for Past Performance (provided with posting of RFQ)

13.0 REPRESENTATION, CERTIFICATIONS, AND OTHER STATEMENTS OF QUOTER OR RESPONDENTS

The following Sections shall also apply.

13.1 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED

DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2010) [FAR 52.209-5]

(a)(1) The Quoter certifies, to the best of its knowledge and belief, that-

(i) The Quoter and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Quoter has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Quoter shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Quoter learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Quoter's responsibility. Failure of the Quoter to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Quoter non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Quoter is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Quoter knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

13.2 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2012) [FAR 52.204-8]

(a)(1) The North American Industry Classification Systems (NAICS) code for this acquisition is 541512, Computer System Design Services.

(2) The small business size standard is \$27.5 million.

(b)(1) If the clause at 52.204-7, Central Contractor Registration (CCR), is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the Quoter is currently registered in CCR, and has completed the Online Representations and Certifications Application (ORCA) electronically, the Quoter may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Quoter shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) apply.

(ii) Paragraph (c) does not apply and the Quoter has completed the individual representations and certifications in the solicitation.

(c) The Quoter has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the Quoter verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*Quoter to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the Quoter are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

13.3 SMALL BUSINESS PROGRAM REPRESENTATIONS (April 2012) [FAR 52.219-1]

(a)(1) (NAICS code for this acquisition is 541512.

(2) The small business size standard is \$27.5 Million.

(b) Representations.

(1) The Quoter represents as part of its offer that it is, is not a small business concern.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Means a small business concern—

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

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

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

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

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

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

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

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

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

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

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

(d) Notice.

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

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

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

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

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

CFR

13.4 INVERTED DOMESTIC CORPORATION (MAY 2011)

[FAR 52.209-2]

The Government is prohibited from using appropriated funds for contracting with any foreign incorporated entity that is treated as an inverted domestic corporation, or with a subsidiary of such a corporation per Federal Acquisition Regulation (FAR) 9.108-1 and 9.108-2.

13.5 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN - CERTIFICATION

As prescribed at 25.1103(d), insert the following provision:

PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the Quoter certifies that the Quoter does not conduct any restricted business operations in Sudan.

13.6 APPROVAL OF CONTRACT (52.204-1)

This contract is subject to the written approval of the CO and shall not be binding until so approved.

13.7 TAXPAYER IDENTIFICATION (52.204-3)*(a) Definitions.*

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror’s relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror’s TIN.

(d) Taxpayer Identification Number (TIN).

- TIN: _____.
- TIN has been applied for.
- TIN is not required because:
 - Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
 - Offeror is an agency or instrumentality of a foreign government;
 - Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

- Sole proprietorship;
- Partnership;
- Corporate entity (not tax-exempt);
- Corporate entity (tax-exempt);
- Government entity (Federal, State, or local);
- Foreign government;
- International organization per 26 CFR 1.6049-4;
- Other _____.

(f) Common parent.

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- Name and TIN of common parent:

Name _____

TIN _____

13.8 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (52.212-5)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Dec 2014)
- (2) [52.233-3](#), Protest After Award (AUG 1996) ([31 U.S.C. 3553](#)).
- (3) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004)(Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

13.9 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9)

(a) The Government may extend the term of this contract by written notice to the Contractor within _____ [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 months.

13.11 EQUAL OPPORTUNITY FOR VETERANS (52.222-35)

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

13.12 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (52.222-36)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

13.13 PLACE OF MANUFACTURE (52.225-18)

(a) *Definitions.* As used in this clause-

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) FPSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

- (1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) o Outside the United States.

13.14 SERVICE OF PROTEST (52.233-2)

(a) Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from _____. [*Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.*]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

13.15 ELECTRONIC AND INFORMATION TECHNOLOGY SUPPLIES AND SERVICES REQUIREMENT

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR Part 1194), all EIT supplies and services supplied as part of this contract shall meet the applicable accessibility standards at 36 CFR Part 1194. The Contractor shall provide evidence that proposed goods or services are compliant and indicate where full details of compliance can be found. Should a good or service to be supplied meets an exception under Section 508, the Contractor shall provide a written explanation regarding the exception.

14.0 INSTRUCTIONS, CONDITIONS, AND NOTICES TO QUOTER

14.1 GENERAL INSTRUCTIONS

- a) All communications prior to award shall only be directed in writing to the CO, Andrew J. Stickley at andrew.stickley@ic.fbi.gov. No phone calls will be entertained.
- b) Phase 1 Quotes are due to the Government by **09/02/2015 3:30 P.M. EST**. Phase 1 Quotations shall be submitted electronically to the CO at Andrew.stickley@ic.fbi.gov. Early submissions are encouraged. Hand carried or mailed submissions will not be accepted. Phase 2 submission date will be provided to successful Phase 1 Quoters, at which time the RFQ will be amended with due date for Phase 2 to include Attachment A-2 and posted to FedBizOpps.
- c) The quote shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The quote should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the Quoter intends to meet these requirements. **Quoter shall assume that the Government has no prior knowledge of their facilities and experience and will base its evaluation on the information presented in their quotation.**
- d) Quotations shall contain a clear statement that the quotation is valid for 150 days.

- e) The Price Data Template provided in Excel Format as Attachment A2 shall be completed per the instructions in Attachment A2 Pricing Template. The Quoter shall provide all formulas within Attachment A2. In addition, all prices shall round to no more than two (2) decimal places. Failure to complete as instructed may result in Quoter being ineligible for award.
- f) This Contract shall contain Contract Line Item Numbers (CLINS). CLIN 0001 will be Firm Fixed Price (FFP) on a per license basis pertaining to the Mobile Biometric Application. Quotation of this CLIN shall be for quantity of 500 licenses for base and all option periods. CLIN 0002 will be Firm Fixed Price and pertain to Services required in the Base Year only. CLIN 003 will be billed as actuals for travel associated with this effort in the base year. Travel shall be quoted at one trip per month, 5 days and 5 nights to FBI facilities in Clarksburg, WV at the Federal Per Diem rate. CLIN 0004 will be Firm Fixed Price to consider ancillary items required as part of the solution that are not outlined as GFE by the Government. These items shall be listed by the Quoter in a Bill Of Materials, Microsoft Excel format, to include part #/MFR part #, Product name, designate as HW or SW, Manufacturer and Price.
- g) The Quoter shall state in all Quotes any and all assumptions, deviations, and exceptions (ADEs) taken to the terms and conditions of the RFQ. ADEs to the terms and conditions taken shall contain sufficient justification to permit evaluation. Posing ADEs will not automatically cause a Quoter to be deemed unacceptable. A large number or significant ADE's not providing benefit to the Government may result in rejection of the Quoter as unacceptable.
- h) The Quoter shall provide one electronic copy, submitted electronically per instructions in b of this section (virus scanned) for all Quote Sections. Each Quote section shall be submitted in as a separate file. All Quotes submitted by the Quoter will require the following format requirements:
- The Quoter shall provide via electronic submission quotations using Microsoft Word™ or Excel version 2007 or later or Adobe Acrobat™ Portable Data Format (PDF) version 8 or later in a searchable, unlocked format.
 - No file shall be password protected.
 - Quotations shall be labeled to indicate the Quote Section on the file name.
 - Quotation Section Coverpage's shall include the RFQ number, company name, address, POC, DUNS #, CAGE Code, Tax Identification Number (TIN) and Quote Section title with date of submission.
 - The Quoter shall screen all files for computer viruses prior to submittal and certify in the email submission that each file is virus free.
- i) The Government identifies and sets page limits for each section Quoters are required to submit. The page limits are maximums, not recommended lengths. If page limitations are exceeded, the excess pages will not be read or considered in the evaluation of the quote. Quoter is strongly encouraged to keep responses focused and brief. Information outside what is required by the RFQ is not encouraged. See chart in 14.1.4 on Quote Organization and Page Limit requirements.
- j) All Security clauses outlined in this RFQ and Attachment A1 will be required to be complied with upon award and issuance of DD-254. Upon award, awardee shall complete and submit the

required Key Management Personnel Listing and Acquisition Risk Questionnaire. The format is included as part of Attachment A1.

- k) The Contractor proposal shall clearly identify, to the extent feasible, all GFE required to support the Offeror's proposed application. For proposal schedule purposes, the Offeror shall account for government procurement lead time of thirty (30) days when considering the need for GFE.
- l) This award is contingent upon availability of funding by the Government.

14.1.2 REPORTING OF ORGANIZATIONAL CONFLICT OF INTEREST

Every Contractor who submits an offer as a prime contractor or a member of a contractor teaming arrangement shall review and complete with FAR 9.5. The Quoter shall submit details for all contracted support to the FBI (to include subcontractor team members) performed as either a prime awardee or subcontractor, that could be interpreted as perceived, potential, or actual OCI issues, and shall provide mitigation plan for addressing those issues. OCI includes, at minimum, support provided on any contract at any time that may have resulted in the Quoter obtaining and actual or perceived unfair advantage and could preclude them from receiving award. If the Quoter discloses actual, potential, or perceived OCI issues and submits a mitigation plan, the Contracting Officer will evaluate the effect of the OCI issues, if any, upon a Quoter's continued participation in the procurement. If the Contracting Officer determines that the offeror's plan to mitigate actual, potential, or perceived OCI issues is insufficient, the Quoter's quotation will no longer be considered for award. If no actual or perceived OCI issues exist, the Quoter is not required to submit a mitigation plan with its quotation. If, however, the Contracting Officer discovers that the Quoter failed to disclose actual, potential, or perceived OCI issues that it knew or should have known about at the time of quotation submission, the Quoter's quotation will no longer be considered for award.

14.1.3 KEY PERSONNEL

- (a) Key Personnel shall not be removed, reassigned, or replaced without prior written approval of the FBI CO. Prior to replacement of any Key Personnel, the Contractor shall notify the CO and the COR 30 calendar days in advance and shall submit justification (including proposed substitutions with resumes) in sufficient detail to permit evaluation of the impact on the project.
- (b) Planned absences of Key Personnel for more than seven calendar days shall be coordinated with the COR at least fourteen calendar days in advance of the start of the planned absence.

14.1.4 – QUOTATION ORGANIZATION/PAGE LIMIT CHART

Please see chart below:

Quote Section	Quote Section Title	Page Limits	Submission Phase
P1	Technical Compatibility (Pass/Fail)	5 (does not include coversheet)	Phase 1 Submission
A	Technical Feasibility	30 (does not include coversheet)	Phase 2 submission, contingent on successful Phase 1 submission
B	Personnel	10 (does not include coversheet)	Phase 2 submission, contingent on successful Phase 1 submission
C	Past Performance including Client Authorization Letters Three Contracts	6 pages (does not include Client Authorization Letter – 1 page per reference or coversheet)	Phase 2 submission, contingent on successful Phase 1 submission
D	Price Quote	No Limit to include chart	Phase 2 submission, contingent on successful Phase 1 submission

14.2 QUOTER ORGANIZATION

Quotes shall be submitted electronically to:

Andrew J. Stickley, Contract Specialist, Module E-3

Andrew.stickley@ic.fbi.gov

Facility Address provided for reference:

Federal Bureau of Investigation
CJIS Division
1000 Custer Hollow Road, Screening Facility (Service Center)
Clarksburg, WV 26306

Quotes shall be divided as outlined below. Phase 1 shall include one Quote Section. Phase 2 shall include four separate Quote Sections submitted in four separate files. Quoter shall ensure that all Quote Sections stand alone for evaluation purposes by the Government. Price or pricing information shall only be included in the Price Quote Section.

Phase 1 (due 9/2/15 3:30 PM EST)

Quote Section P1 – TECHNICAL COMPATIBILITY (PASS/FAIL)

Phase 2 (TBD)

Quote Section A – TECHNICAL FEASIBILITY

Quote Section B – PERSONNEL

Quote Section C – PAST PERFORMANCE

Quote Section D – PRICE

Failure to comply with the Government's instructions may lead to the Quoter's response being rejected and ineligible for award.

14.2.1 PHASE 1

QUOTE SECTION P1 – TECHNICAL COMPATIBILITY

Quoter shall submit a Technical Compatibility Quotation Section titled P1 detailing or demonstrating the Software product specifications/capabilities and how the software product satisfies each of the requirements outlined below (includes RFQ Section reference) for compatibility. The three requirements shall be satisfied on a Pass/Fail basis. *Quoters must receive a Pass rating to advance to Phase 2 of the Quotation process.* This section shall not exceed 5 pages.

- The Contractor shall identify a software application compatible with the Samsung Galaxy S5, Samsung Galaxy Tab 4, and Integrated Biometrics LLC., Watson-Mini fingerprint scanner, part #

1BHW2FR-03. Each of the devices will be provided as GFE (Section 3.1 Contractor Requirements bullet #1).

- Fingerprint Sensor – The MBA shall provide the ability to work with the Integrated Biometrics LLC., Watson-Mini fingerprint scanner, part # 1BHW2FR-03 (Section 3.2.10 Peripherals bullet #3).
- The Watson-Mini fingerprint scanner shall be tethered via Micro USB (Section 3.2.10 Peripherals bullet #4).

14.3 **PHASE 2**

14.3.1 QUOTE SECTION A – TECHNICAL

Quoter shall submit a Technical Quote Section detailing the Software product specifications/capabilities and how the software product satisfies each of the requirements outlined in Section 3.0 of the RFQ.

This section shall also address services to be provided and how the services provided will meet the requirements of Maintenance and training in the RFQ. *Quoters shall meet or exceed all requirements in Section 3.0 of the RFQ to receive a rating of Green or Blue.* This section shall not exceed 30 pages.

14.3.2 QUOTE SECTION B – PERSONNEL

Quoters are instructed to provide a resume for the key personnel position required by the Government in Section 4.0 of the RFQ. There is a ten page limit on page count for the Personnel Quote Section. Resume shall highlight the position proposed for, the specific experience qualifying the person for the proposed position, and the location and duration of the specific experience. The Quoter resume shall demonstrate that key personnel quotes satisfy the requirements of the RFQ.

Personnel Quote Section Instructions

- A resume shall be submitted for each position outlined in the chart in Section 4.0 and are designated as Key Personnel. The Chart in Section 4.0 identifies the Labor Category required, the anticipated quantity of Full Time Equivalent, and required experience for the position.
- Each resume submitted shall include the Candidate's name and the Labor Category the candidate is proposed to fill.
- Each resume shall clearly demonstrate that the proposed candidates meet the Required Qualifications for the labor category as outlined in Section 4.0. Resumes should not only state the requirement, the experience shall be itemized to provide demonstrated and detailed experience specific to each requirement. The demonstrated experience shall indicate company experience including, position title, and from month and year to month and year position was held. For example: John Doe, ABC, Inc, IT SME, 10/2005 to 5/2009. Other relevant experience, such as a description of the activity performed, etc., should also be included.
- Please note that any experience contained in the Personnel Quote Summary but not contained in the Resume will not be evaluated or considered for award. In order for the qualifying information to be considered it must be contained in the resume for the proposed candidate.

14.3.3 QUOTE SECTION C – PAST PERFORMANCE

Quoter shall provide evidence of successful past performance on contracts of similar technical scope, size, and complexity as a Prime Contractor. The Quoter shall submit information on three (3) relevant non-FBI contracts completed by the Quoter during the past three (3) years. For all contracts listed, Quoter shall provide the following information, not to exceed six pages for each contract.

- Company/Division name, DUNS Number, and Cage Code
- Program title
- Contract number
- Type of contract (e.g., firm-fixed-price, cost-reimbursable)
- Contracting Agency/Customer
- Original contract value and current value and reason for difference
- Date of Award, Period of Performance, original completion date and current completion date
- Name, address, and telephone number of the current Government Program Manager, COTR/COR, CO (include both Administrative and Procuring CO, if applicable) for Government contracts or Name, address, and telephone number or Customer Program Manager and Business Administrator for non-Government contracts.
- Program Details to include the role of the company (Prime, Sub, JV, etc.), the nature of the work and how the work is relevant to this requirement.
- Summarize major achievements, successes, innovations and awards that were accomplished during contract performance, as well as any major problems/challenges encountered and corrective actions taken to resolve them during the period of performance of the contract

Along with the information required in this section, the Quoter shall submit a client authorization letter (Attachment A4), authorizing release to the Government of requested information on the Quoter's performance. This client authorization letter does not count in the page limitations. The Government reserves the right to obtain Past Performance information from any open source.

14.3.4 QUOTE SECTION D – PRICE

Quote Section D shall include the price template (attachment A2) and will provide all instructions and formulas listed on the spreadsheet. Quote D has no page limitation. The Price Data shall be submitted as separate spreadsheets using Microsoft Excel™ version 2007 or later and shall include all formulas. No spreadsheet to be submitted shall contain a macro. No Price Data shall be contained in any CD other than the Price Quote. The Contract shall be proposed as a Firm Fixed Price Contract, FFP per license for CLIN 0001 and Firm Fixed Price for CLIN 0002.

Quoter shall submit a firm-fixed-price quote based on the Quoter's supplies and services in accordance with Section 4.0 of the RFQ and the following instructions:

- **CLIN 0001 PRODUCT** -CLIN 0001 shall include the Mobile Biometric Application product quoted and price associated with quantity level of 500 (quoted for base and each option period). Quotation shall be firm fixed price per license and include licensing to

install application, use application, all patches and upgrades as well as maintenance services for after installation.

- **CLIN 0002 SERVICES/PERSONNEL** - CLIN 0002 shall include the service pricing in the base period only. The Labor Category proposed in RFQ Section 4.0 Table A shall be quoted as key personnel. The Government anticipates that the Software Engineer is a full time equivalent.
- **CLIN 0003 TRAVEL** – CLIN 0003 shall include pricing for travel, one trip per month for 5 days/5 nights in Clarksburg, WV per Federal Travel Regulations.
- **CLIN 0004 ODC's** – CLIN 0004 shall include any ancillary items not identified in this RFQ by the Government required to complete solution. These items shall be listed by the Quoter in a Bill Of Materials, Microsoft Excel format, to include part #/MFR part #, Product name, designate as HW or SW, Manufacturer and Price.

If the prices to be used are based upon a published price list, or catalog, the Quoter shall so state, and provide a copy of the document with their price proposal. If the prices are based on established market price, not otherwise published, or are prices applicable only to the proposed contract, the Quoter shall so state. The Price Quote shall also contain the basis of estimate.

The Quoter shall provide all the required information related to Section 13.3 Representation, Certifications, and Other Statements of Quoter or Respondents as part of the Price Quote Section D.

14.4 OTHER RFQ GUIDANCE

- a) Font Sizes and Styles – Primary text throughout the Quoter's quote shall be a regular font style, e.g. Times New Roman, font size of 12. Only graphs, captions, and other inserts may use font sizes that differ from 12.
- b) Line spacing – Spacing between lines in all Quotes shall be no less than 1-1/2 spaces.
- c) Brochures and Documentation – Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.
- d) Exchanges – Any changes that result from exchanges with the Quoter shall be accomplished by submission of amended page(s). Changes from the original page shall be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The Quoter shall include the date of the amendment on the lower right-hand edge of the page. Change pages shall be other than white in color. **The Quoter is reminded that the Government reserves the right to award this effort based on the initial Quote as received, without exchanges.**
- e) Prime Quoter Responsibilities – The Quoter alone will be held responsible by the Government for performance of all Quoter obligations under any contract resulting from their Quote. The Government

will only render payment for any and all charges resulting from the performance of the contract solely to the prime Quoter.

- f) Incurring Costs – The CO is the only person who can legally obligate the Government for the expenditure of public funds. Costs shall not be incurred by recipients of the RFQ document in anticipation of receiving direct reimbursement from the Government. The Government will not pay for bid and Quoter's costs for this RFQ.
- g) News Releases – Quoter shall make no news releases pertaining to the award of this effort without prior approval from the CO.
- h) Indexing/Page Numbers – Each Quote shall contain a detailed table of contents to delineate the subparagraphs within that Quote. Tab indexing shall be used to identify sections. The Table of Contents does not count towards page counts. Each Quote page shall have its own unique number.
- i) Foldouts – Legible tables, charts, graphs, and figures shall be used whenever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and shall not exceed 11 by 17 inches in size. Foldout pages shall fold entirely within the Quote. Foldout pages may only be used for large tables, charts, graphs, diagrams, and schematics; not for pages of text. For tables, charts, graphs, and figures, the font shall be no smaller than 10 point.
- j) Per FAR 4.8 (Government Contract Files), the Government will retain one copy of all unsuccessful quotes. Unless the Quoter requests otherwise, the Government will destroy extra copies of such unsuccessful quotes.
- k) Discrepancies – If an Quoter believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Quoter shall immediately notify the CO in writing with supporting rationale as well as the remedies the Quoter is asking the CO to consider as related to the omission or error.

14.5 REQUEST FOR CLARIFICATIONS

Quoter shall submit questions regarding of the RFQ to the Contracting Officer **by 09/01/2015 Noon EST**. Email is the only acceptable method of submission. The Government will not provide any information concerning questions in response to telephone calls, written, or faxed copies from the Quoter. All questions shall be sent in Microsoft Excel format and shall contain two columns: the section number the question is referring to and the question being presented to the Government. Questions shall be sent to the COs at the following email address: Andrew.stickley@ic.fbi.gov.

Should any question be received after the due date stated above, the Government reserves the right not to provide an answer. If, however, in the Government's opinion, a late question cites an issue of significant importance, the Government may respond.

14.6 REDACTED QUOTATION

Within 30 days after contract award, the awarded contractors shall give the FBI CO a hard and soft copy of their quotes, which shall be releasable to the public in response to Freedom of Information Act (FOIA) requests. The Contractor shall assert the appropriate FOIA exception and basis for any material redacted.

SECTION 15.0 EVALUATION

15.1 BASIS FOR AWARD

The Government will select a Quoter for this RFQ award based on the Best Value trade-off approach among all price and non-price factors. The Government may award this RFQ to other than the lowest price technically acceptable proposal. The Government reserves the right to award based on initial submission. The Government reserves the right to enter discussions. The Government reserves the right not to make an award. The evaluation will be done in accordance with the Evaluation Plan for this requirement.

Award will be made only to the Quoter who is deemed responsible in accordance with the FAR Part 9, as supplemented, whose quote conforms to the RFQ's requirements and are evaluated to be the best value to the Government. While the Government Evaluation team and the Evaluation Authority will strive for maximum objectivity, the evaluation process, by its nature, is subjective; therefore, professional judgment is implicit throughout the entire process.

The Government will utilize a Phased approach with different submission dates and evaluation after each submission. Phase 1 includes submission of Quote Section P1 – Technical Compatibility. Phase 2 includes submission of Quote Section A – Technical Feasibility, Quote Section B – Personnel, Quote Section C – Past Performance, and Quote Section D – Price.

The submission deadline for Phase 1 quotations is **9/2/15 3:30 P.M. EST.** Upon receipt of Quote Section P1 for Phase 1 submission, the Government will begin validating Quotes as they are received. Phase 1 Quotations will be validated against the Phase 1 checklist contained in Attachment A3. A quote failing any validation requirements associated with the validation checklist will be ineligible for award and eliminated from the competition. Once validation for Phase 1 is completed, the Quoter will then move on to the evaluation process for Phase 1.

In order to advance from Phase 1 to Phase 2 of evaluation, Quoters must receive a Pass rating in Technical Compatibility. Quoters advancing on to Phase 2 will be notified and provided a response date for Phase 2 submission of Quotes Sections A, B, C, and D.

Upon receipt of Quotation Sections A-D for Phase 2, validation will be completed as quotations are received. Quoters passing Validation for Phase 2 will move forward to evaluation of Technical Feasibility, Personnel, Past Performance, and Price.

For evaluation purposes Technical Feasibility, Personnel and Past Performance will be evaluated using the methodology of adjectival rating (definitions below). Technical, Personnel and Past Performance are listed in descending order of importance. Technical, Personnel, and Past Performance, when combined, are significantly more important than price. However, as the Technical Feasibility, Personnel and Past Performance factors become similar, price quoted gains greater importance in the best value trade-off decision. Quoters rated as Yellow or Red in Technical Feasibility will be ineligible for award. Quoters receiving a Yellow or Red in Personnel or Past Performance may be ineligible for award.

15.1.1 ADJECTIVAL RATINGS

The Quote Evaluation will use the following adjectival ratings in evaluation of the quotations submitted in response to this RFQ.

Phase 1 - Technical Compatibility Rating

Rating	Definition
Pass	Quotation meets the minimum acceptable requirements for compatibility to requirements outlined
Fail	Quotation fails to meet one or all of the minimum acceptable requirements for compatibility to requirements outlined

Phase 2 - Technical Adjectival Rating

Color Rating	Adjectival Rating	Definition
Blue	Exceptional	Quotation exceeds requirements demonstrating an exceptional understanding of the requirements. Risk of unsuccessful performance is very low. Strengths far outweigh any weaknesses. No deficiencies or significant weakness exist.
Green	Acceptable	Quotation meets requirements and indicates an adequate understanding of the requirements. Risk of unsuccessful performance is no worse than moderate. No deficiencies exist and significant strengths and/or strengths outbalance any weaknesses that exist.
Yellow	Marginal	Quotation does not meet multiple requirements and has not demonstrated an adequate understanding of the requirements. Risk of unsuccessful performance is high. Significant weaknesses or weaknesses exist. Quotation is not awardable.
Red	Unacceptable	Quotation does not meet multiple requirements and contains one or more deficiencies. Quotation is deemed not awardable.

Phase 2 - Personnel Adjectival Ratings

Color Rating	Adjectival Rating	Definition
Blue	Exceptional	Quotation exceeds requirements and indicates an exceptional understanding of the requirements. Risk of unsuccessful performance is very low. Strengths far outweigh any weaknesses. No deficiencies or significant weakness exist.
Green	Acceptable	Quotation meets requirements and indicates an adequate 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	Quotation does not clearly meet requirements and has not demonstrated an adequate understanding of the requirements. Risk of unsuccessful performance is high. Significant weaknesses identified. Other weaknesses are not offset by strengths. Any deficiencies present are easily correctible.
Red	Unacceptable	Quotation does not meet requirements and contains one or more deficiencies. Quotation is deemed not awardable.

Phase 2 - Past Performance Adjectival Ratings

Color Rating	Adjectival Rating	Definition
Blue	Exceptional	Based on the Quoter's performance record, the government has high confidence the Quoter will successfully perform the required effort.
Green	Acceptable	Based on the Quoter's performance record, the government has confidence that the Quoter will successfully perform the required effort; normal contractor emphasis should preclude problems.
White	Neutral	No performance record.
Yellow	Marginal	Substantial doubt exists that the Quoter could perform the required effort without Government intervention.
Red	Unacceptable	Extreme doubt exists that the Quoter could perform the required effort, even with significant government intervention.

The evaluation criteria factors are listed below:

Evaluation Factors

Phase 1

1. Factor 1 – Technical Compatibility

Phase 2

2. Factor 2 – Technical Feasibility

3. Factor 3 – Personnel
4. Factor 4 – Past Performance
5. Factor 5 - Price

15.1.2 AWARD WITHOUT EXCHANGES

It is the Government's intent to award without exchanges. Therefore, the initial quote shall contain the Quoter's best offer.

15.2 EVALUATION CRITERIA

15.2.1 PHASE 1

15.2.1.1 FACTOR 1 – TECHNICAL COMPATIBILITY

The Technical Compatibility evaluation shall assess the Quoter's ability to provide software that satisfies the compatibility requirements outlined in Section 14.2.1. Quoter's shall be assessed for ability to meet the three required compatibility requirements for this factor, individually, on a Pass or Fail Basis. Failure to receive a pass in all three requirements will result in Quoter being ineligible to move on to Phase 2.

15.2.2 PHASE 2

15.2.2.1 FACTOR 2 – TECHNICAL FEASIBILITY

The Technical evaluation shall assess the Quoter's ability to provide a software product and associated services meeting or exceeding each of the Government requirements of this RFQ in Section 3.0. Quoter's assessed to meet or exceed all requirements in Section 3.0 of the RFQ will receive a Green or a Blue rating based on the merits of their quotation. If a Quoter's Technical Feasibility Quote Section does not demonstrate in adequate detail how it meets or exceeds the software product requirements, the Quoter will be assessed a weakness that will make Quoter ineligible for award.

15.2.2.2 FACTOR 3 - PERSONNEL

The Personnel evaluation shall assess the Quoted resume ability to meet the required experience levels outlined in Section 4.0 and the layout instructions in 14.2.4. The Government shall assess the Quoter's quotation for demonstrated ability to the Government requirements and shall be documented by the Government indicating why the requirement met, exceeded or was not met or exceeded (not addressed in Quote Section, insufficient detail, etc).

15.2.3 FACTOR 4 – PAST PERFORMANCE

The Past Performance evaluation will examine the extent to which the Quoter's past performance demonstrates their ability to successfully perform the requirements of the RFQ. Accordingly, Past Performance will be evaluated for the following:

- Quoter's record of success at achieving high levels of customer satisfaction
- Quoter's record of success in performance of other relevant contracts

In conducting the Past Performance evaluation, the FBI will contact the references provided in the quote to verify the past performance information provided in the quote and inquire about customer satisfaction and if the Quoter met deliverable and performance schedules. The FBI may also use data obtained from other sources to determine the Past Performance rating.

15.2.4 FACTOR 4 – PRICE

The Quoter's Price quote will be evaluated based upon the total price proposed products and services throughout the life of the contract. The evaluation of the option periods shall not obligate the Government to exercise the option. The price information submitted in each Quoter's quote will be evaluated to determine if quoted prices are fair, reasonable, complete, and accurate (which may include, but not limited to, one or more of the following quotation analysis techniques listed below). A contract will not be awarded to a Quoter whose price is not determined to be fair and reasonable.

The Government may use any of the following price analysis techniques to determine price reasonableness: comparison of proposed prices received, comparison of previously proposed prices and previous Government and commercial contract prices, use of parametric estimating/rough yardsticks, comparison with competitive published price lists or market prices, comparison with independent Government cost estimates, comparison with market research, and analysis of pricing information provided by the Quoter.

Appendix A: Acronyms

ADE	Assumptions, deviations and exceptions
ANSI	American National Standards Institute
CAR	Criminal Ten-Print Answer Required
CCR	Central Contractor Registration
CJIS	Criminal Justice Information Services
CLINS	Contract Line Item Numbers
CO	Contracting Officer
COR	Contracting Officer's Representative
EBTS	Electronic Biometric Transmission Specification
EDWOSD	Economically Disadvantaged Women Owned Small Business
EIA	Electronics Industries Alliance
FBI	Federal Bureau of Investigation
FFP	Firm Fixed Price
FAR	Federal Acquisition Regulation
FOIA	Freedom of Information Act
FIPS	Federal Information Processing Standards
GFE	Government Furnished Equipment
GIU	Global Initiatives Unit
IEEE	Institute of Electrical and Electronics Engineers, Inc.
IRS	Internal Revenue Service
MBA	Mobile Biometrics Application
NAICS	North American Industry Classification Systems
NBIS	NIST Biometric Image Search
NFIQ	NIST Fingerprint Image Quality
NIST	National Institute of Standards and Technology
ORCA	Online Representations and Certifications Application
PM	Project Manager
POP	Period of Performance
QCP	Quick Capture Platform
RFQ	Request for Quotation
TIN	Taxpayer Identification Number
TOT	Type of Transaction
TPRS	Ten-Print Rap Sheet
WOSB	Women-owned Small Business