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Federal Bureau of Investigation

THE HIGH VALUE DETAINEE INTERROGATION GROUP

INTELLIGENCE INTERVIEWING AND

INTERROGATION RESEARCH

Broad Agency Announcement

BAA-202200

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TABLE OF CONTENTS

1. INTRODUCTION	3
1.1. Background	3
1.2. Objective	4
1.3. Submitting Organizations/Eligible Applicants	4
2. APPROACH	6
2.1. Phase I – White Paper.....	6
2.1.1. White Paper Preparation.....	6
2.1.2. White Paper Format and Layout.....	6
2.1.3. White Paper Submission.....	6
2.1.4. White Paper Evaluation.....	7
2.2. Phase II – Request for Proposal (RFP).....	7
2.2.1. Formatting and Layout.....	7
2.2.1.1 Volume I – Technical/Management Plan (20 page limit).....	9
2.2.1.1.1 Tab 1 – Technical Approach/Factors (10 page limit).....	9
2.2.1.1.2 Tab 2 – Management Plan (10 page limit)	9
2.2.1.2 Volume II – Statement of Work (15 page limit).....	10
2.2.1.3 Volume III – Past Performance	13
2.2.1.4 Volume IV - Cost.....	13
2.2.2. Proposal Submission.....	14
2.2.3. Proposal Evaluation	14
2.2.4. Award Notices.....	15
3. PERIOD OF PERFORMANCE	15
4. POINTS OF CONTACT	16
4.1. Contracting Officer (CO)	16
4.2. Contracting Officer’s Representative (COR).....	16
5. QUESTIONS AND ANSWERS.....	17
6. SECURITY	17
6.1. Offerors Located Outside the United States	17
7. PUBLICATION NOTIFICATION AND APPROVAL.....	20
8. GENERAL INFORMATION.....	20
8.1. Eligibility.....	20
8.1.1. Offerors Located Within the United States	21
8.1.1.1 DOJ Residency Requirement	21
8.2. Procurement Integrity, Standards of Conduct, Ethical Considerations.....	21
8.3. Subcontracting	21
8.4. One-line Representations and Certifications	21
8.5. Submission Information and FOIA.....	22

9.	FAR CLAUSES/PROVISIONS.....	22
10.	ORGANIZATIONAL CONFLICTS OF INTERESTS.....	23
11.	NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL	24
12.	ACRONYMS	24

1. INTRODUCTION

This is the Federal Bureau Investigation (FBI) Laboratory Broad Agency Announcement (BAA) BAA-202200 for the High Value Detainee Interrogation Group (HIG) under the Federal Acquisition Regulation (FAR) 6.102(d)(2)(i) to provide for the competitive selection of research proposals for behavioral science research to advance the science and practice of intelligence interviewing and interrogation. This is an unrestricted solicitation. The NAICS Code for this acquisition is 541720 and small business size standard is \$19 million.

Contracts based on responses to this BAA are considered to be the result of full and open competition and in full compliance with the provisions of Public Law (PL) 98-369, "The Competition in Contracting Act of 1984." (FAR website is <http://www.arnet.gov>)

The FBI anticipates making, but is not obligated to make, multiple awards under this BAA. The amount of resources made available under this BAA will depend on the quality of the proposals received and the availability of funds.

FAR Part 35 restricts the use of BAAs to the acquisition of basic and applied research and that portion of advanced technology development not related to the development of a specific system or hardware procurement. Contracts and grants and other assistance agreements made under BAAs are for scientific study and experimentation directed towards advancing the state of the art and increasing knowledge or understanding.

1.1. Background

Chartered by the National Security Council, the mission of the HIG is to deploy the nation's best available interrogation resources against detainees identified as having information regarding terrorist attacks against the United States and its allies.

In order to accomplish its mission, the HIG is tasked "to study and evaluate whether the interrogation practices and techniques in Army Field Manual 2-22.3, when employed by departments and agencies outside the military, provide an appropriate means of acquiring the intelligence necessary to protect the Nation and, if warranted, to recommend any additional or different guidance for other departments or agencies" (Executive Order 13491). In order to support this requirement, the HIG will conduct research in intelligence interviewing and interrogations.

To support this acquisition of information necessary to development these best practices, the HIG will need to collect and analyze available research on intelligence interviewing and interrogations. In order to maximize its limited resources, the HIG is seeking contract support for these research activities.

1.2. Objective

The purpose of research supported by the HIG is to advance the science and practice of intelligence interviewing and interrogation. Offerors will conduct research for the HIG in their facilities. The HIG has defined several areas for long-range study and advisory support. These research areas include but are not limited to:

- Field observations of military and strategic interrogators, intelligence interviewers and debriefers in order to document strategies, methods and outcomes;
- Surveys and structured interviews of interrogators, intelligence interviewers and debriefers specified by the Government in order to document what these operational personnel think works and does not work and the development of operationally-based best practices which may be later investigated via laboratory or field studies;
- Development, testing and evaluation of metrics for assessing the efficacies of interrogations, intelligence interviews and debriefs and of the use of particular interrogation, intelligence interview and debrief strategies and methods;
- Field quasi-experimental studies to evaluate the efficacy of new evidence-based interrogation, intelligence interview and debrief strategies and methods;
- Laboratory studies to test and/or discover new interrogation, intelligence interview and debrief methods;
- Laboratory or field studies to assess the validity of evidence-based interviewing, deception detection, and other relevant principles and/or methods across non-U.S. populations both with and without the use of interpreters;
- Laboratory or field studies on fundamental psychological processes (to include but not be limited to decision-making, emotion, motivation, memory, persuasion, social identities and social development) as these are relevant to interrogations, intelligence interviews and debriefs;
- Laboratory or field studies of interpersonal processes (e.g., social influence, persuasion, negotiation, conflict resolution and management), with particular attention to cultural and intercultural issues; and
- Topics considered out of scope for this BAA include the development of technologies for credibility assessment or other performance support aids, methods relying exclusively on case studies, and language training.

1.3. Submitting Organizations/Eligible Applicants

The Government encourages nonprofit organizations, educational institutions, small businesses, small disadvantaged business concerns, and Historically Black Colleges and Universities (HBCU)/ Minority Institutions (MI), as well as large businesses, to submit research proposals for consideration. Although no portion of this announcement is set-aside for HBCUs or MIs participation, the Government encourages applications from these institutions.

Federally Funded Research and Development Centers (FFRDCs) and Government entities (Government/National laboratories, military or educational institutions, etc.) are subject to applicable direct competition limitations and cannot submit a response to this BAA in any capacity, unless they can clearly demonstrate the work is not otherwise available from the private sector and they also provide written documentation citing the specific statutory authority (as well as, where relevant, contractual authority) establishing their eligibility to propose to Government solicitations. At the present time, the Government does not consider 15 U.S.C. 3710a to be sufficient legal authority to show eligibility. While 10 U.S.C. 2539b may be the appropriate statutory starting point for some entities, specific supporting regulatory guidance, together with evidence of agency approval, will still be required to fully establish eligibility. The Government will consider eligibility submissions on a case-by-case basis; however, the burden to prove eligibility for all team members rests solely with the offeror.

Any research using human subjects must be approved by the Institutional Review Boards (IRBs) at the offeror's institution and the FBI prior to implementation.

FAR Subpart 25.7 – Prohibited Sources as stated in 25.701 (Restrictions Administered by the Department of the Treasury on Acquisition of Supplies or Service from Prohibited Sources) is hereby incorporated in this BAA.

Foreign participants and/or individuals may participate to the extent that such participants comply with any necessary Non-Disclosure Agreements, Security Regulations, Export Control Laws, and other governing statutes applicable under the circumstances.

Current federal employees are prohibited from participating in particular matters involving conflicting financial, employment, and representational interests (18 USC 203, 205, and 208.). Once the proposals have been received, and prior to the start of proposal evaluations, the Government will assess potential conflicts of interest and will promptly notify the offeror if any appear to exist. (Please note the Government assessment does NOT affect, offset, or mitigate the offeror's own duty to give full notice and planned mitigation for all potential organizational conflicts, as discussed below.) The Government is required to review and evaluate all proposals received under this BAA and to manage all selected efforts. Offeror shall carefully consider the composition of their performer team before submitting a proposal to this BAA.

If a offeror believes that any conflict of interest exists or may exist (whether organizational or otherwise), the offeror shall promptly raise the issue with the CO by sending offeror's contact information and a summary of the potential conflict by email before time and effort are expended in preparing a proposal and mitigation plan. If, in the sole opinion of the Government after full consideration of the circumstances, any conflict situation cannot be effectively mitigated, the proposal may be returned without technical evaluation and withdrawn from further consideration for award under this BAA.

2. APPROACH

A two-phased proposal selection process will be utilized.

2.1. Phase I – White Paper

Phase I requires offeror to submit a White Paper that provides an overview of the proposed work, an introduction to the associated technical and management issues, and the applicability of the work to an FBI requirement. The proposal shall describe the selected technical requirement with the proposed technical solution. The proposal shall also contain a Rough Order of Magnitude (ROM) cost estimate associated with the technical solution.

2.1.2. White Paper Preparation

It is strongly recommended that the offerors submit a White Paper prior to preparing a proposal. The White Paper shall outline the background and methods of the proposed research. The White Paper allows offerors to make preliminary inquiries about the need for the proposed research and availability of funds, prior to investing the time required for a detailed proposal. The CO will provide feedback to the offeror on whether submission of a full proposal is warranted.

2.1.3. White Paper Format and Layout

The White Paper shall not exceed 10 pages, single spaced, single-sided, and in Microsoft Word format. The text pages when printed shall be 8-1/2" x 11" and 1" margins on both sides, and top and bottom. The Times New Roman font type and with 12 point characters shall be used to enhance readability. Pages submitted in excess of the page limitation will not be evaluated. Titles given to the White Papers shall be descriptive of the work they cover and not be merely a copy of the title of this solicitation.

2.1.4. White Paper Submission

White Papers providing an overview of the proposed work may be submitted for consideration at any time during the term of this BAA. Offerors should note, however, that the FBI's ability to review White Papers, provide feedback on whether a full proposal is warranted, and evaluate full proposals is limited by the availability of technical evaluation staff, contracting personnel, and available FY 12 funding. Offerors seeking a FY 12 award are encouraged to submit White Papers by **3:00 p.m. ET on June 4, 2012** to maximize the potential for award this fiscal year. Any awards to be made after September 30, 2012 are contingent upon continued needs of the FBI and Congressional approval of FY 13 funding.

All proposals shall be electronically submitted directly to the Contracting Officer (CO) at cynthia.wills@ic.fbi.gov and cc: sharon.gray@ic.fbi.gov.

2.1.5. White Paper Evaluation

The evaluation team will evaluate the White Paper to determine its overall technical value and interest to the Government. Offerors that submit White Papers found to be of interest may be requested to submit formal technical/management plan, statement of work, past performance, and cost proposals by a specific date. Offerors that submit a proposal without first submitting a White Paper will not be eligible for award.

2.2. Phase II – Request for Proposal (RFP)

Offerors invited to submit a Phase II proposal will receive a request in writing from the CO.

Phase II elaborates all items provided in Phase I – White Paper. Phase II provides the detailed discussion of the nature and scope of the research proposal necessary to enable an in-depth review of the specific technical and managerial issues and the applicability of the work to an FBI requirement.

2.2.1. Formatting and Layout

The offeror shall submit one (1) proposal in response to this solicitation. It shall be organized and submitted as described below. Pages submitted in excess of the limitation established below will not be evaluated. Proposal organization shall be as follows:

Proposal Section	Title	Page Limits
Volume I	Technical /Management Plan	20 pages
Volume II	Statement of Work	15 pages
Volume III	Past Performance	5 pages
Volume IV	Cost	No page limit

Technical/Management Plan, Statement of Work, Past Performance, and Cost volumes shall be submitted in separate volumes, and must be valid for **180 days**. Proposals must reference the

BAA announcement number. Offerors are advised that only the CO is legally authorized to contractually bind or otherwise commit the Government.

Phase II proposal shall include:

- Cover Page. The cover page shall include the BAA Number, research topic, name and telephone number for the principal points of contact (both technical and contractual), and any other information that identifies the proposal. The cover page shall also contain a proprietary data disclosure statement for compliance with any necessary Non-Disclosure Agreements, Security Requirements, Export Control Laws, and other governing statutes, if applicable.
- Table of Contents.
- Executive Summary: The executive summary allows the offeror to present briefly and concisely the important aspects of its proposal to key management personnel. The summary shall present an organized progression of the work to be accomplished, without the technical details, such that the reader can grasp the core issues of the proposed program. The executive summary shall not exceed two (2) pages.

The proposed page limit **does not** include the cover page, table of contents, executive summary, past performance, or subcontracting plan.

Each volume of the proposal shall be separately bound in a manner that shall permit the volume to lie flat when open. Staples shall not be used. A cover page shall be affixed to each with the volume clearly marked as to volume number, title, copy number, BAA identification, and the offeror's name. Each section of the volume shall be divided by Tabs (i.e. Tab 1, Tab 2, etc.).

Proposal text pages when printed shall be 8-1/2" x 11". At least 1" margins, single-side, and in Microsoft Word format. The Times New Roman font type and with at least 12 point characters shall be used to enhance readability and evaluation.

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 volume. 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.

2.2.1.1 Volume I – Technical/Management Plan (20 page limit)

Offeror must demonstrate a thorough understanding of the requirement. The proposal shall include a discussion of the nature and scope of the research. Descriptions of available equipment, data and facilities shall be included as attachments to the research proposal.

The offeror shall include as part of their submission:

2.2.1.1.1 Tab 1 – Technical Approach/Factors (10 page limit)

- a. Scientific Approach.** As much scientific detail and analysis as is necessary or useful to support the research project or projects being proposed or approaches.
 - Previous relevant research. Previous scientific studies and findings relevant to the proposed work are described here. It shall be clear from this section what the research gap is and why the current proposal is a reasonable next step towards closing that gap.
 - Proposed research hypotheses, methodologies (including protocols for the collection of data from human subjects), and statistical analyses.
 - Program Summary. This section summarizes the above discussion in an orderly progression through the program, emphasizing the strong points of the proposed approach or approaches.
 - References for the findings cited in the literature.
- b. Special Scientific Factors.** Description of any capabilities it has that are uniquely supportive of the research approach. The following subparagraphs are offered as possible areas to be addressed.
 - Capabilities and Relevant Experience
 - Previous or Current Relevant Research
 - Related Government Contracts
 - Facilities/Resources
- c. Schedule.** The schedule represents the offeror's commitment to perform the program tasks in an orderly, timely manner. The schedule shall include both base and option years, if any.

2.2.1.1.2 Tab 2 – Management Plan (10 page limit)

The offeror must demonstrate a thorough understanding of all the responsibilities for the following:

- Staffing/Recruiting
 - Address overall approach/solution for staffing projects.
 - Provide recruiting employees procedures.
- Retention - Provide your company's plan to retain qualified employees.

The offeror shall also include as part of their submission:

- Organization Chart that clearly defines the program team which includes the programmatic relationship and a summary of each member's roles and responsibilities.
- Narrative discussing:
 - The offeror teaming strategy/rationale;
 - The specific roles and responsibilities of the team members;
 - The unique capabilities of the team members;
 - The offeror team management approach; and
- Resumes of Key Personnel (5 page limit) to include the prime contractor, subcontractor, and consultant personnel to include the names, brief biography, and list of recent publications of the offeror's key personnel. Documentation of previous work or experience in the field of the offeror is especially important. These shall be limited to no more than 5 pages for each Key Personnel. At a minimum, resumes shall include the following:
 - Name of key person;
 - Proposed labor category;
 - Education (including, in reverse chronological order, colleges and/or technical schools attended (with dates), degree(s)/certification(s) received, and major field(s) of study; and
 - Experience related to the requirements of the Statement of Work (SOW).

2.2.1.2 Volume II – Statement of Work (15 page limit)

The Statement of Work (SOW) shall be developed by the offeror and included in the proposal provided that the SOW accurately describes the work to be performed, is enforceable, and is void of inconsistencies and may be incorporated into a resulting binding contract. Developing the SOW as a separate and distinct part of the proposal will allow the Government to incorporate it as part of the contract with minimal time and effort. If, in the Government's opinion, the SOW does not reflect these requirements, the Government will prepare a SOW using information available in the offeror's proposal; this process may delay the award. *Do not include the offeror's name or any proprietary information in the SOW.*

The proposed SOW must contain a summary description of the research methodology as well as the task description, but not in so much detail as to make the contract inflexible.

The following is offered as a recommended format for the SOW. Start your SOW at Paragraph 1.0.

1.0 – Scope. Give a brief overview of the specialty area and shall describe why it is being pursued, and what you are trying to accomplish.

2.0 – Objective. Provide an overall concise picture of the work to be accomplished. This shall include the research question to be addressed, goals to be achieved and major milestones for the effort. The key elements of this section, however, are task development and deliverables. This section shall describe in a clean-cut statement, the anticipated end result or end product of the effort. It must also be consistent with the detailed requirements.

3.0 - Background. Include any information, explanations, or constraints that are necessary in order to understand the requirements. It may include relationship to previous, current and future research. It may also include techniques previously tried and found ineffective.

4.0 - Applicable Documents. Identify appropriate unclassified documents that are applicable to the effort to be performed. This section shall include a listing of all documents used as a reference in the technical requirements and specify the exact title, revision and date.

5.0 - Technical Requirements. Provide a detailed description of tasks, which represent the work to be performed under the contract, are to be considered binding. Thus, it shall be developed in an orderly progression and in enough detail to establish the feasibility of accomplishing the overall program goals. The work effort shall be segregated into major tasks and identified in separately numbered paragraphs according to a numeric decimal system. Each numbered major task shall delineate by subtask the work to be performed. The SOW MUST contain every task to be accomplished. The tasks must be definite, realistic, and clearly stated in performance terms. Use "shall" whenever the work statement expresses a provision that is binding. Use "shall" or "may" whenever it is necessary to express a declaration of purpose. Use "will" in cases where no contractor requirement is involved; i.e., power will be supplied by the Government.

5.1 Plan for Institutional Review Board (IRB) Protocol Review and Approvals. The offeror shall identify an approximate schedule for protocol review, allowing time for both local IRB review at the offeror's institution and FBI IRB review (the FBI IRB meets on a quarterly basis).

5.2 Time Line Chart by Task. Each major task identified in the SOW must appear as a separate line on the program schedule. Planned meetings, such as kick-off, presentations (including final), Technical Interchange Meetings, etc., must be included in the Time Line. The Time Line must also indicate the anticipated meeting site.

5.3 Subcontracting: Offerors shall include in the proposal any planned subcontracting of scientific or technical work. If offeror is a large business, a subcontracting plan is required.

6.0 Deliverable Items

The following are minimum requirements for deliverable items:

The offeror shall deliver to the COR a copy of a Monthly Contract Report that clearly answers the following questions:

- What are the specific goals of your research for this month?
- What research activities related to this contract were accomplished this month?
- What was your preliminary finding, if any?
- What are your goals for the next Quarter?
- Describe any unanticipated delays, problems or disruption in the timeline for your research and how they were solved.
- Describe any requests of considerations for deviations from the proposed research plan.

A Final Report shall be delivered to the COR at least 14 days before the end of the contract period. The Report will be reviewed by the Technical Program Manager, who may request additional information and/or copies of all raw data collected. The Final Report shall include:

- Description of the scientific background and theories relevant to the work conducted;
- Protocols used for the collection of data;
- Qualitative and quantitative data analyses;
- Discussion of the meaningfulness of the data for the general advancement of the fundamental science, and for the application of the findings to intelligence interrogation contexts; and
- Limitations of the research.

Performance of research resulting from this BAA shall be fundamental (and export-controlled items are not to be involved).

Phase II also provides a detailed cost-element breakdown. Each of the enclosed tasking elements is anticipated as a firm fixed priced. All proposals must be UNCLASSIFIED.

2.2.1.3 Volume III – Past Performance

Describe a record of performance in providing Intelligence Interviewing and Interrogation Research as stated in the SOW including current and relevant information, source of the information, context of the data, and general trends in your performance. Provide past performance information regarding your company, key personnel who have relevant experience and subcontractors who will perform major or critical aspects of the requirement, including references. The offeror shall submit a minimum of three (3) and a maximum of five (5.). Past Performance Questionnaire will be provided with the RFP.

2.2.1.4 Volume IV - Cost

The cost proposal shall be limited to the minimum number of pages necessary to satisfy the specific requirements set forth herein. Submission of volumes of computer-generated data to support the cost proposal is not necessary or desired. If computer-generated data is essential to support the cost proposal, it may be submitted as an addendum and must be clearly cross-referenced to the material it supports in the cost proposal.

Cost proposals shall represent offeror's best response to the BAA. Any inconsistency, whether real or apparent, between promised performance and cost or price data must be fully explained in the proposal. Failure to explain any significant inconsistencies may demonstrate offeror's lack of understanding of the nature and scope of the work required. Accordingly, cost proposals must be sufficient to establish the reasonableness, realism and completeness of the proposed cost. Further, any modifications made to the initial proposal must likewise be thoroughly supported in writing regardless of whether such changes are made during negotiations or at the time of a proposal revision.

Successful proposals must propose cost that is both reasonable and realistic for the proposed effort. The evaluation of proposed cost is subordinate to the technical/management plan evaluation. Also, past performance, prior research, and timely completion and cost effectiveness of prior research contracts will be considered.

Cost proposals shall include:

- a. A summary of total program cost by Option Year, if applicable
- b. An itemization of major subcontracts, if any

The offeror shall provide a detailed description of the methods used to estimate cost, to include, at a minimum:

- a. Substantiation of all rates and factors, and
- b. Labor and material estimates supported by a narrative basis-of-estimate (BOE) providing sufficient detail to substantiate cost estimates.

2.2.2. Proposal Submission

Phase II will consist of a four (4) part proposal: Volume I – Technical/Management Plan, Volume II –Statement of Work, Volume III – Past Performance, and Volume IV – Cost. Offerors shall submit two (2) printed copies.

Hand deliveries are not permitted. The delivery method must be Fed Ex, UPS or another accountable mail method (i.e. a tracking number must be used). All proposals shall be submitted in a sealed package to the address below:

Federal Bureau of Investigation
Attn: Cynthia W. Wills
935 Pennsylvania Ave, NW, Room 1270
Washington, DC 20535
Phone: (202) 324.5993

Offerors shall be alert for any BAA amendments that may permit extensions to the proposal submission date. The FBI will treat all proposals as competitive information and will disclose their contents only for the purpose of evaluation.

2.2.3. Proposal Evaluation

The selection of one (1) or more sources for award will be based on an evaluation of each offeror's proposal to determine the overall merit of the proposal in response to the announcement, as well as on Government need and funding availability. Proposals shall be evaluated based on the following criteria that are of descending order of importance:

- The overall scientific and/or technical merits of the proposal;
- The potential contributions of the effort to the HIG;
- The offeror's capabilities, facilities, techniques, or unique combination of these which are integral factors for achieving the proposal objectives;
- The qualifications, capabilities, and experience of the proposed principal investigator, team leader, and other key personnel who are critical to the achievement of the proposal objectives;

- The metrics and/or methods proposed for determining the success of the research;
- The offeror's record of past performance; and
- The reasonableness and realism of proposed cost and fees.

No other evaluation criteria will be used. The FBI reserves the right to select for award any, all, part or none of each proposal received.

2.2.4. Award Notices

Offerors will be notified whether their proposal is recommended for award, by e-mail including "Delivery Receipt", within 30 days of submission. The notification is not to be construed to mean the award of a contract is assured, as availability of funds and successful negotiations are prerequisites to any award.

The Government reserves the right to select for negotiation all, some, one, or none of the proposals received in response to this BAA, and to make awards without discussions with offerors. The Government also reserves the right to conduct discussions if determined necessary. Additionally, the Government reserves the right to accept proposals in their entirety or to select only portions of proposals for award. In the event that the Government desires to award only portions of a proposal, negotiations may be opened with that offeror. If the proposed effort is inherently divisible and nothing is gained from the aggregation, offerors shall consider submitting it as multiple independent efforts. The Government reserves the right to fund proposals in phases with options for continued work at the end of one (1) or more of the phases.

Awards under this BAA will be made to offerors on the basis of the evaluation criteria and program balance to provide overall value to the Government. In all cases, the offerors need to state how they will handle sensitive information (e.g., for official use only).

3. PERIOD OF PERFORMANCE

Proposals that encompass a 12-month period of performance are anticipated for many of the requirements in this BAA although proposals with longer periods of performance will be considered. The Government may incrementally fund contracts that exceed 12 months. Such long-term proposals shall contain clearly identifiable targets, goals or critical design reviews contemplated for each period of performance (with associated cost data) so that the contract(s) may be negotiated for the entire program. Long-term proposals must include either separate SOW or preferably describe a phased approach in a single SOW. Also, the proposals

must include a cost proposal for the basic contract and each option or phase proposed. Any desired period for contract option exercise shall be negotiated at the time of contract award in accordance with the option clause set forth in the contract.

4. POINTS OF CONTACT

4.1. Contracting Officer (CO)

The CO is the appointed authority to bind the Government to the extent of the authority delegated. Direction that will modify the scope, terms and conditions, funding or any other action that may modify the agreement as originally entered into with the Government must be given only from the CO.

The CO assigned is:

Mrs. Cynthia W. Wills
Federal Bureau of Investigation
935 Pennsylvania Avenue, N.W., Room 1270
Washington, D.C. 20535
Email: cynthia.wills@ic.fbi.gov

4.2. Contracting Officer's Representative (COR)

The CO has appointed a Contracting Officer's Representative (COR) to provide technical administration and management of the work performed under this contract. The COR does not have the authority to alter the offeror's obligations under the contract or modify any of the expressed terms and conditions, specifications, schedule or cost of the agreement. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Scope of Work, the CO shall issue such changes in writing.

The technical administration and management of the work performed in association with this contract will be performed by the COR. The COR will provide the overarching technical administration and management of this contract.

The COR is responsible for:

- receiving all deliverables;
- inspecting and accepting the supplies or services provided;
- offering direction to the offeror which clarifies the contract effort,
- filling in details or otherwise serving to accomplish the contract

- evaluating performance; and
- certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

The COR is:

Ms. Linda Plichta
Federal Bureau of Investigation
935 Pennsylvania Ave. NW
Mailstop SACV-SV200
Washington, DC 20535
(703) 394-3726
Email: linda.plichta@ic.fbi.gov

5. QUESTIONS AND ANSWERS

Any questions or request for clarifications must be made in writing directly to the CO.

Questions shall be written in a manner that enables clear understanding of the offeror's questions or concerns. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not receive a response. Further, offeror are reminded that the FBI will not address hypothetical questions aimed at receiving a potential "evaluation decision."

6. SECURITY

6.1. Offerors Located Outside the United States

All offerors employed outside the United States, and its trust territories, are required to be identified and approved to provide support in conjunction with this effort prior to disclosure of the identified requirements associated with the procurement. Identification requirements include the individual's complete, name, date and place of birth and citizenship.

Foreign-owned firms are advised that their participation is subject to foreign disclosure review procedures and that they should immediately contact the CO if they contemplate responding.

Additional Security Requirements that may require additional changes based on the effort:

1. All contractor personnel working on this contract may be required, at the Government's discretion, to undergo counterintelligence focused polygraph

examinations. The polygraph examinations may be prior to acceptance or at any time during the performance of the contract, and without notice.

2. Information pertaining to FBI programs, even though considered unclassified, shall only be made available to contractor employees on a need-to-know basis and shall not be otherwise disseminated without the prior written consent of the CO. Unless approved by the FBI, regardless of classification, no program-related material may leave the Government or approved contractor facility. The protection of program-related material via the Internet or any other network must ensure that individuals not associated with this task, either directly or indirectly access the program-related material.
3. Prior FBI approval is required for subcontracting. The offeror will submit a written request for approval to the CO. The CO will submit a checklist of information to be completed by the offeror that will be required prior to approval.
4. Any information technology system utilized to support unclassified contract performance shall be operated in accordance with FBI certification and accreditation policies and procedures. The contractor should contact Joann Saunders at (202) 220-9230 to coordinate the required certification and accreditation process for contract performance.
5. Individuals provided access to Law Enforcement Sensitive (LES) and Unclassified/Sensitive But Unclassified (SBU), to include Privacy Act, information must be processed for a Limited Background Investigation (LBI). Required forms should be obtained from Mr. Daniel Maillard at (703) 394-3764 or daniel.maillard@ic.fbi.gov. All contractor personnel must complete the security processes and meet the requirements specified by the FBI Security Division for the sensitivity or classification level of the information for which they will require access. At a minimum, the following must be accomplished prior to contractors being granted access to FBI LES/SBU information.
 - a. LBI
 - b. Sensitive Data Nondisclosure Agreement

If an individual has an existing background investigation associated with a minimum of a secret personnel security clearance and that clearance can be verified, a Limited Background Investigation will not be required.

6. The elements of limited dissemination of LES and SBU, to include Privacy Act, Information on this contract relative to processing storing, and destroying information are subject to:
 - a. Maintaining controls to prevent the information from physically or electronically leaving the Contractor's approved space, or becoming known to persons without a need-to-know or an executed non-disclosure agreement.
 - b. Buildings or individual offices, where information is processed must have entrance doors that lock and that will show evidence of unauthorized entry.
 - c. Documents, files, and electronic representations of such, must be placed in a locked container when not in use by an authorized person. A locked container may be construed of any of the following, or reasonable facsimiles thereof:
 1. Desk with a locking drawer
 2. Locking file cabinet
 3. GSA-approved security container
 4. Locked computer
 5. Office space with a locking door
 - d. Documents, files, media, etc. may be transmitted using the following methods:
 1. U.S. Mail
 2. Courier
 3. Encrypted electronic mail over an FBI accredited system.
 4. Secure facsimile
 5. Federal Express
 - e. Not having information on the Internet;
 - f. Destroying all information as though it were classified;
 - g. At the end of the contract, destroying, by approved methods, or conveying all program related information to the Government Customer (includes soft media, as well as documents and other materials).
7. Unauthorized disclosure of FBI information may constitute a security incident and the FBI should be informed of any unauthorized disclosure. The unauthorized disclosure of information protected by the Privacy Act could also result in criminal sanctions.

7. PUBLICATION NOTIFICATION AND APPROVAL

It is anticipated that the performance of research resulting from the BAA will be fundamental research. Products of fundamental research will be submitted to the Technical POC for pre-publication notification.

Research resulting from this BAA may also be non-fundamental research examining existing programs, methods, or policies. Products from such efforts are subject to pre-publication approval by the funding agency. The following provision will be incorporated into any resultant non-fundamental research procurement contract or other transaction:

- There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval. All technical reports will be given proper review by appropriate authority to determine which Distribution Statement is to be applied prior to the initial distribution of these reports by the Contractor.
- When submitting material for written approval for open publication, the Contractor/Awardee must submit a request for public release and include the following information:
 1. Document Information: document title, document author, short plain-language description of technology discussed in the material (approx. 30 words), number of pages (or minutes of video) and document type (briefing, report, abstract, article, or paper);
 2. Event Information: event type (conference, principle investigator meeting, article or paper), event date, desired date for approval; and
 3. Contractor/Awardee's Information: POC name, e-mail and phone. Allow four (4) weeks for processing; due dates under four (4) weeks require a justification. Unusual electronic file formats may require additional processing time.

8. GENERAL INFORMATION

8.1. Eligibility

To be eligible for contract award, an offeror must meet certain minimum standards pertaining to financial solvency/resources, ability to comply with the performance schedule, prior record of performance, integrity, organization, experience, operational controls, technical skills, and facilities, and equipment (see FAR 9.104).

8.1.1. Offerors Located Within the United States

8.1.1.1. DOJ Residency Requirement

All contractor personnel employed within the United States, both United States citizens and non-United States citizens, are required to meet the following residency requirements:

- a. For three of the five years immediately prior to applying for the specific contract position, the individual must have 1) resided in the United States; 2) worked for the United States overseas in a Federal or military capability; or 3) be a dependent of a Federal or military employee serving overseas.

The requirement may be waived for short term contractor personnel (performing duties for a cumulative total of 14 days or less) if there is a critical need for their specialized and unique skills. These individuals must, however, be United States citizens or Permanent Resident Aliens.

8.2. Procurement Integrity, Standards of Conduct, Ethical Considerations

Certain post-employment restrictions on former federal officers and employees may exist, including special Government employees (Section 207 of Title 18, United States Code). If a prospective offeror believes that a conflict of interest does exist, the situation shall be raised to the CO listed on page 1 before time and effort is expended in preparing a proposal.

8.3. Subcontracting

Pursuant to Section 8(d) of the Small Business Act (15 U.S.C. 637(d)), it is the policy of the Government to enable small business and small disadvantaged business concerns to be considered fairly as subcontractors to offerors performing work or rendering services as prime offerors or subcontractors under Government contracts, and to assure that prime offerors and subcontractors carry out this policy.

8.4. One-line Representations and Certifications

To be eligible for an award, potential offerors must submit annual Electronic Representations and Certifications, otherwise known as On-line Representations and Certifications application (ORCA) via the Business Partner Network (BPN) at <http://www.bpn.gov/orca>. These FAR Representations and Certifications are required in addition to the Representations and Certifications specific to this acquisition. Before submitting the Electronic Representations and

Certifications, the offeror must be registered in the Central Contractor Registration (CCR) database.

Unless exempted by an addendum to this BAA, the offeror is responsible during performance and through final payment of the contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the offeror is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of the contract and is not a substitute for a properly executed contractual document. Offeror may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

8.5. Submission Information and FOIA

Records or data bearing a restrictive legend may be included in the proposal. The offeror is cautioned, however, that portions of the proposal may be subject to release under terms of the Freedom of Information Act (FOIA), 5 U.S.C. 552, as amended. In accordance with FOIA regulations, the offeror will be afforded the opportunity to comment on, or object to the release of proposal information.

9. FAR CLAUSES/PROVISIONS

The following clauses and provisions are incorporated by reference:

FAR Provision or Clause	Date
52.203-3 – Anti-Kickback Procedures	APR 1984
52.203-7 – Anti-Kickback Procedures	OCT 2010
52.203-13 – Offeror Code of Business Ethics and Conduct	APR 2010
52.203-15 – Whistleblower Protections under the American Recovery and Reinvestment Act of 2009	JUN 2010
52.217-8 – Option to Extend Services	NOV 1999
52.222-19 – Option to Extend the Term of the Contract	MAR 2012
52.222-19 – Child Labor – Cooperation with Authorities and Remedies	JUL 2010
52.222-21 – Prohibition of Segregated Facilities	FEB 1999
52.222-26 – Equal Opportunity	MAR 2007
52.222-50 – Combating Trafficking in Persons	FEB 2009
52.222-54 – Equal Employment Eligibility Verification	JAN 2009

FAR Provision or Clause	Date
52.223-18 – Offeror Policy to Ban Text Messaging While Driving	AUG 2011
52.225-13 – Restrictions on Certain Foreign Purchases	JUNE 2008
52.225-25 – Prohibition on Engaging in Sanctioned Activities Relating to Iran	NOV 2011
52.227-14 – Rights in Data – General	DEC 2007
52.227-18 – Rights in Data – Existing Work	DEC 2007
52.232-2 – Payment under Fixed-Price Research and Development Contracts	APR 1984
52.232-18 – Availability of Funds	APR 1984
52.232-25 – Prompt Payment	OCT 2008
52.232-33 – Payment by Electronic Funds Transfer	OCT 2003
52.233-2 – Service of Protest	SEPT 2006
52.233-3 – Protest After Award	AUG 1996
52.233-4 – Applicable Law for Breach of Contract	OCT 2004
52.242-2 – Subcontracts	OCT 2010
52.246-7 – Inspection of Research and Development – Fixed Price	AUG 1996
52.246-25 – Limitation of Liability – Services	FEB 1997
52.249-2 – Termination for Convenience of the Government (Fixed-Price)	APR 2012
52.249-9 – Default (Fixed-Price Research and Development)	APR 1984
52.252-1 – Solicitation Provisions Incorporated by Reference	FEB 1998
52.252-2 – Clauses Incorporated by Reference	FEB 1998
52.252-3 – Alternations in Solicitation	APR 1884
52.252-4 – Alternations in Contract	APR 1884

10. ORGANIZATIONAL CONFLICTS OF INTERESTS

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

The term "organizational conflict of interest" means a situation where the offeror has interest, either due to its other activities or its relationship with other organizations, which place it in a position that may be unsatisfactory or unfavorable:

- (a) from the Government's standpoint in being able to secure impartial, technically sound, objective assistance and advice from the offeror, or in securing the advantages of adequate competition in its procurement; or
- (b) from industry's standpoint in that unfair competitive advantages may accrue to the offeror in question.

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

contract for the convenience of the Government. In the event that the offeror was aware of an organizational conflict of interest prior to the award of this contract and intentionally did not disclose the conflict to the CO, the Government may terminate the contract at no cost to the Government.

11. NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL

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

12. ACRONYMS

Acronym	Definition
BAA	Broad Agency Announcement
CCR	Central Offeror Registration
CO	Contracting Officer
COR	Contracting Officer Representative

Acronym	Definition
DOJ	Department of Justice
EST	Eastern Standard Time
FAR	Federal Acquisition Regulation
FBI	Federal Bureau of Investigation
FFRDCs	Federally Funded Research and Development Centers
FOIA	Freedom of Information Act
HIG	High Value Detainee Interrogation Group
HBCU	Historically Black Colleges and Universities
IRBs	Institutional Review Boards
JEH	J. Edgar Hoover
LBI	Limited Background Investigation
MI	Minority Institutions
NAICS	North American Industry Classification System Codes
OCI	Organization Conflict of Interest
ORCA	On-line Representations and Certifications
POC	Point of Contact
POP	Period of Performance
ROM	Rough Order of Magnitude
SOW	Statement of Work Statement
TBD	To Be Determined
UGS	The United States Government