Department of Justice Asset Forfeiture Administrative Support Services

(AFASS)

Contract No. 15JPSS20D00000271



U.S. Department of Justice Procurement Services Staff Two Constitution Square 145 N Street, NE Washington, DC 20530

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SECTION I – GENERAL AND PRICING

- A. The United States Department of Justice (DOJ), Asset Forfeiture Management Staff (AFMS) has a requirement to obtain clerical, administrative, and professional services to support its nationwide asset forfeiture program. The purpose of this contract is to obtain services from a firm qualified to provide the required asset forfeiture clerical, administrative and professional support services. The DOJ Asset Forfeiture Program (AFP) is a nationwide law enforcement program that has proven to be an effective strategy in the fight against crime. The resultant award of this solicitation will be a single award, commercial service, Indefinite Delivery/Indefinite Quantity (IDIQ) contract for clerical, administrative, and professional services (hereinafter referred to as the contract) in support of law enforcement and legal programs. The Contractor shall furnish the services necessary to complete the requirements contained in the Statement of Work (SOW) found at Section II of this document. NAICS Code 541199, All Other Legal Services has been designated for the services contained in this requirement.
- B. The performance of all work under this contract shall be initiated by the issuance of task orders by a delegated Contracting Officer. Individual task orders may be issued on a firm fixed price (FFP), time-and-material (T&M), or labor-hour (LH) basis; however, the Government anticipates that the overwhelming majority of orders will be issued on a LH or T&M basis. Any fixed price orders shall be based on the fully burdened labor rates included in the contract. All other direct costs (ODC) including travel will be identified as separately priced line items on each order.
- C. Offices requiring services are DOJ components and other federal agencies that have a requirement for services contained in the Statement of Work.

SECTION II- STATEMENT OF WORK: CLERICAL, ADMINISTRATIVE AND PROFESSIONAL SUPPORT SERVICES

PART ONE – TECHNICAL REQUIREMENTS

A. PURPOSE

1. The United States Department of Justice (DOJ), Asset Forfeiture Management Staff (AFMS) has a requirement to obtain clerical, administrative, and professional services to support its nationwide asset forfeiture program. The purpose of this contract is to obtain services from a firm qualified to provide the required asset forfeiture clerical, administrative and professional support services. The DOJ Asset Forfeiture Program (AFP) is a nationwide law enforcement program that has proven to be an effective strategy in the fight against crime. The services are required to

support the agency's asset forfeiture processes and NAICS Code 541199, All Other Legal Services has been designated for this requirement.

- 2. AFMS requires that a Contractor provide services to support the DOJ AFP and to provide services in support of law enforcement related operations (Agency Support). The services may be required by any or all of the following federal organizations:
 - a) Department of Justice:
 - 1) Criminal Division, Money Laundering and Asset Recovery Section (MLARS)
 - 2) Drug Enforcement Administration (DEA)
 - 3) Federal Bureau of Investigation (FBI)
 - 4) U.S. Attorney's Offices (USAO) including the Executive Office for United States Attorneys (EOUSA)
 - 5) U.S. Marshals Service (USMS)
 - 6) Justice Management Division (JMD), Asset Forfeiture Management Staff
 - 7) Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF)
 - 8) Organized Crime Drug Enforcement Task Forces (OCDETF)
 - b) United States Postal Inspection Service (USPIS)
 - c) Department of Homeland Security (DHS)
 - d) Department of Health and Human Services, Food and Drug Administration (FDA)
 - e) Department of Agriculture (USDA), Office of the Inspector General
 - f) Department of State (DOS), Bureau of Diplomatic Security (BDS)
 - g) Department of Defense (DOD), Defense Criminal Investigative Service (DCIS)

B. DEFINITIONS

The following terms and acronyms are provided to facilitate understanding of the requirements of this contract-

Agency Support - Services required in support of a requiring law enforcement agency or program. The required tasks are not directly performed in support of the AFP. Performance of these non-AFP tasks will not be directly related to an asset (or assets) or are not generated to further the seizure or forfeiture of a particular asset (or assets).

Asset Forfeiture Program (AFP) Participants - The Department of Justice program is executed by the organizations listed in A.2 above. Other organizations internal and external to DOJ may be added to the program.

Contract Administration - The Government's role in ensuring that the terms and conditions of the contract are met and that services are delivered.

Contractor - Includes the prime contractor, subcontractors, and employees of the prime and subcontractors who are performing services under this contract.

Data Entry - The posting of information incidental to the management of assets or agency support missions.

Management – The Contractor's responsibilities associated with all human resource functions related to the supervision, workload management, hiring, employment, and termination of Contractor employees.

Quality Assurance (QA) - The functions and associated actions performed by the Government to ensure that contract requirements are performed in accordance with specified standards, and that an appropriate level of Contractor quality control activities are in place and operational.

Quality Assurance Evaluator (QAE) - The specific on-site Government representative delegated authority for the day-to-day technical interaction with the Contractor personnel. The assignment may be made on an office, district, or regional basis.

Quality Control (QC) - The Contractor's internal management functions that include, but are not limited to training, documented procedures, inspections, and tests (taken at the point of performance) necessary to ensure that Contractor products and services conform to requirements, specifications, and standards.

Site - A geographic location where services are to be performed. Also termed as "onsite" and refers to a Government facility or performance location for services contained in this solicitation. Generally, it will be any of a number of Government controlled spaces at a single address. Synonyms used in this document include "work site," "office," and "work center." Currently all sites requiring support are located within the United States.

ACRONYMS

ACOR Assistant Contracting Officer's Representative

- AFF Assets Forfeiture Fund
- AFP Asset Forfeiture Program
- CCF Office of Chief Counsel, DEA
- CO Contracting Officer
- COR Contracting Officer's Representative
- DOJ Department of Justice
- DOL Department of Labor
- PRS Performance Requirement Summary
- PWS Performance Work Statement
- QA Quality Assurance
- QAE Quality Assurance Evaluator
- QC Quality Control

C. SCOPE OF WORK

 The Contractor shall provide services to support the asset forfeiture process from the identification of specific assets for possible seizure, through the seizure, management, disposition, and post-disposition accounting and case closure. The Contractor shall also provide services to complete administrative and technical processing of assets for forfeiture. General office support is incidental to requirements to provide asset forfeiture support services and shall be minimal in scope of services ordered.

Clerical, administrative, or professional support services may also be ordered for services to support projects that are related to DOJ or other Federal agency law enforcement missions. The services required are contained in this SOW. Attachment Six (6) Labor Category Descriptions and Attachment Seven (7) Work Center Descriptions provide more specific tasks that may be required and the qualifications of Contractor employees currently performing services.

2. The Contractor shall provide management and supervision of its employees. Currently there are approximately 1,400 Contractor personnel that provide clerical, administrative, and professional support at an estimated 490 various DOJ offices around the country. At any given time, 2 -3% of the aforementioned positions may be part-time, the rest are full-time. Full-Time equivalent (FTE) is based on a 40-hour workweek and 2,080 hours per labor year not including federal holidays. DOJ only orders up to 1,900 hours per Contractor employee. It is anticipated that some Contractor personnel will need access to Classified Information to perform the duties associated with this requirement. As such, the Contractor shall have a facility clearance that enables them to process secret and top secret clearances.

- 3. The Contractor shall perform the effort required by this contract as ordered. All requirements will be issued and funded on a task order basis. Orders shall be issued on a Labor Hour, Time and Material (T&M) or fixed price basis. Services shall be performed in accordance with the Statement of Work. The services are required to be performed Monday through Friday. Start and end times are determined by the customer supported at each site but generally fall between the hours of 6:00 AM 6:00 PM Local Time of the performance location.
- 4. This is a non-personal services contract to provide administrative and professional services in support of law enforcement program and agencies. The Contractor's labor rates are fully burdened and include the cost of management and supervision of Contractor employees. The Government and the Contractor understand that the services to be provided under this contract by the Contractor are non-personal services and that no employer-employee relationship exists between the Government and the Contractor. The Government shall not exercise any supervision, management or be involved in human relations related functions related to Contractor employees performing the required services. The Government will administer the contract and document the Contractor's performance in accordance with the terms of the contract. The Government may provide technical direction, which will assist the Contractor in accomplishing contract tasks; however, the Government will not control the methods used by the Contractor to perform the service requirements set forth in the contract. The Government may administer the contract in accordance with the performance measures stated in the contract and monitor contract performance by clearly stating tasks required including deadlines and reviewing the Contractor's delivery of each task.

D. ORDERING

The requiring offices as listed above will place orders in accordance with Section III, Contract Administration. All services shall be funded on an order in advance.

E. PLACE OF PERFORMANCE

The majority of contract tasks associated with the asset forfeiture process are required to be performed at Government facilities. Tasks may require that Contractor personnel spend part of their workday at an offsite location to complete portions of the Asset Forfeiture process. No telework or remote work is authorized for the completion of services; however, the Contractor may be able to complete tasks required to manage contract services at a Contractor approved facility.

F. FUNDING

All services must be available within the scope of the clerical, administrative, and professional support services of this SOW and have appropriate funding. The requiring office for orders not funded by the Asset Forfeiture Fund must coordinate with their agency ACOR as stated in Section III, Contract Administration.

G. REQUIREMENTS

Performance of the services stated in this contract require communication with a wide variety of organizations. The performance of services requires coordination of tasks and services with a wide variety of organizations in the completion of the specific requirements necessary to meet each agency's mission objectives. These organizations include: DOJ components; other Federal agencies; state and local organizations; DOJ management, divisions, employees, consultants, contractors, and grantees performing services for the Asset Forfeiture Program; and, International Government Organizations. The attached Work Center Descriptions outlines the work performed by the major components that require the services under this contract.

H. SPECIFIC REQUIREMENTS:

The Contractor shall perform the specific requirements below to provide the services required:

- 1. Personnel The Contractor shall provide a sufficient number of qualified personnel who have sufficient experience, education, training, and skills to satisfactorily perform the requirements of this Statement of Work (SOW). The Contractor shall furnish the management, personnel and materials necessary to accomplish professional and administrative support services as specified in the SOW. DOJ has provided the labor category descriptions and minimum qualifications required to perform the current services in Attachment 6. The current technical requirements for services are listed below:
 - a) All Contractor personnel assigned for this work must be fully capable of reading, writing, understanding, and speaking common English and must be computer literate.
 - b) Equivalent Labor Categories and Qualifications The Contractor may propose the use of Contractor employees that are classified using different labor category titles but that have equivalent skills, qualifications, and experience as compared to those listed in Attachment 6. The request will be reviewed and approved by the Contracting Officer. The Contracting

Officer may delegate the approval authority to the COR.

- 2. Clerical Support The Contractor shall provide clerical support services. Clerical support services shall include:
 - a) File Services The Contractor shall file and retrieve letters, memoranda, reports, and other documentation from files, safes, data processing equipment, and other storage areas. The Contractor shall answer inquiries regarding case-related information or status as maintained in the files or a database.
 - b) Mail Services The Contractor shall sort received mail by office or individual. The Contractor shall stuff outgoing mail into envelopes and containers; affix postage; and wrap or package bulky items.
 - c) Receptionist Services The Contractor shall provide telephone services to include answering and referring calls, taking messages, providing information, and scheduling appointments.
 - d) Operation of Office Equipment The Contractor shall operate personal computers, printers, scanners, copiers, fax machines, phone answering systems, and shredders.
- 3. Documentation Services The Contractor shall provide documentation and support services to include typing routine forms, general office correspondence, and non-routine forms. The Contractor shall generate form letters and merge form letters with mailing lists. The Contractor shall perform on-line data record creation; record updates and modifications; and verifications of existing records. Modification of records includes the correction of miskeyed and incorrect data. The Contractor shall have the ability to enter data into a database and retrieve data from a database or multiple databases.
- 4. Data Analysis The contractor shall provide data analytic services. Data Analysis services include:
 - a) Documentation Receipt Services These services include receiving suspense petitions and claims; processing equitable sharing requests and other documentation; extracting data from database as required or directed; obtaining additional information from other investigative agencies or other databases; and extracting data from various agency databases for management and program reports.
 - b) General Support Services These services include conducting and

reconciling inventories of data and assets; performing word processing and data entry relevant to case documentation; entering and retrieving data from databases; preparing and formatting management reports; manipulating, transferring, computing, and printing information; and preparing and correcting reports and correspondence. Accuracy is required for the performance of these services to ensure audit compliance.

- c) Information Review Services- These services include reviewing information, including legal instruments for completeness of information and proper execution; reconciling inconsistencies in the type or substance of the data; verifying case files and the accuracy of the data in the case tracking systems; and reviewing data and information from multiple sources. Accuracy is required for the performance of these services.
- d) File Maintenance Services These services include establishing and maintaining physical files; establishing case or project files; reconciling inconsistencies; gathering information and organizing investigative packages; maintaining internal status information on the disposition of all seized and forfeited assets; distributing and receiving documents; conducting validation and verification of case files and case data system; and assisting the lead analyst or official in obtaining or collecting all documents and information to complete the case file.
- e) Information Analysis Services These services include ensuring information is accurate and performing analytical computations necessary to process data; creating and manipulating spreadsheets and databases; and reviewing for consideration of case and stated analysis requirements.
- f) Document Report Services These services include preparing notices, advertisements, and declarations; reporting findings concerning the information verbally or in writing; updating databases, files, and case files; and providing administrative information and assistance concerning case to other investigative agencies, state or local law enforcement agencies, U.S. Attorney's Office, other DOJ components, and higher headquarters.
- g) Financial Review Services These services include providing assistance with the review and analysis of financial records.
- 5. Legal Process and Analytical Support Services The Contractor shall provide legal process and analytical support services. Legal process and analytic support services include:
 - a) Examination of Legal Instruments Review legal instruments for

completeness and accuracy of information and proper execution. Obtain additional information from files, databases, and individuals. Review for correctness of action per Government regulations, procedures, and documentation. Research records to ascertain conditions that might preclude action. Provide information on instruments and related data. Provide assistance on instruments and related data. Gather facts for case and routine reports from file databases and individuals. Extract data from forfeiture files and database files. Perform initial review of petitions for remission and mitigation of forfeiture.

- b) Assistance to an attorney Perform research into factual aspects of portions of a case by reviewing and analyzing questions under issue, law reviews, published studies, and financial reports. Prepare summaries and digests of pertinent data. Compile indices, summarize disposition transcripts, and prepare trial material. Perform legal research for trial staff, including use of automated research tools such as LEXIS and WESTLAW.
- c) Assistance to an attorney with review and analysis of financial records.
- d) Assistance to a special agent by providing pre-seizure support including performance of complex technical and factual case-related research and analysis.
- 6. Property Technician Services The contractor shall provide property technician services. These services will primarily be in support of a Government employee assigned the authority and responsibility for seized assets. The Contractor is not required to provide storage facilities associated with this work. Property technician services shall ensure the accountability of assets in the Government's possession. Services include:
 - a) Receiving property
 - b) Delivery of items for appraisal
 - c) Delivery of property for disposal
 - d) Maintaining inventory
 - e) Conducting inventories
 - f) Storing property in Government provided facilities
 - g) Provide quality assurance for items in storage

- h) Assist in financial records maintenance
- i) Assist with the preparation for auctions and sales
- 7. Procurement Assistance Services The Contractor shall support Government employees that have the authority and responsibility for contract preparation and management. The Contractor shall provide support services to include the following:
 - a) Assist with the development of work statements
 - b) Assist with the development of technical requirements
 - c) Assist with contract administration for other agency contracts including quality assurance related matters such as property appraisal and safe storage.
- 8. File Room Operation Services The Contractor shall operate designated file rooms. File room operation normally requires only part-time clerical support at most offices. File room operation includes the following:
 - a) Establishing new files
 - b) Maintaining current files
 - c) Implementing file accountability system
 - d) Developing disposal procedures
 - e) Classifying and indexing file material such as correspondence, reports, technical documents in an established filing system containing a number of varied subject matter files
 - f) Maintaining records of various types in conjunction with the files.
- 9. Fiscal and Financial Operational Services The Contractor shall provide services to support Government fiscal and financial operations including the preparation and management of fiscal documents such as disbursement requests, voucher examinations, and cashier receipts. The fiscal and financial assistance services shall ensure accountability and accuracy of Government fiscal records. The Contractor shall provide the following support services:
 - a) Analyzing, coordinating, and managing component financial issues locally and nationwide

- b) Entering data into designated Financial Management Systems and other related Automatic Data Processing (ADP) systems
- c) Assisting with financial records maintenance
- d) Performing cashier duties for non-cash operations such as filling out deposit slips and bundling checks for deposit
- e) Maintaining logs as required
- f) Classifying and indexing file material such as correspondence, reports, and technical documents in an established filing system containing a number of varied subject matter files
- g) Maintaining records of various types in conjunction with the fiscal files
- 10. Technical Writing Services The Contractor shall provide technical writing support. The support shall include but not be limited to the development, writing, and editing of materials for Government reports, manuals, briefs, proposals, instruction books, catalogs, and related technical and administrative publications related to asset forfeiture.
- 11. Training Services The Contractor shall provide training support, which shall include but not be limited to the development, implementation, and conduct of program training curricula pertaining to asset forfeiture.
- 12. Management and Supervision of Contractor Employees The Contractor shall provide supervision and management of its contract personnel as well as consistent and timely management of the support services to be provided under this contract. This supervision shall include but not be limited to the following activities:
 - a) Day-to-day supervision and management of Contractor employees and assignments
 - b) On-site supervision for Contractor work force
 - c) Coordination of on-the-job training for new personnel as applicable
 - d) Periodic training of Contractor personnel
 - e) Scheduling of Contractor employees
 - f) On-site quality control of work performed by Contractor personnel

- 13. Based on current similar requirements, DOJ requires that the Contractor utilize the management and supervisory labor categories and associated spans of responsibility as stated below:
 - a) Program Manager Responsible for total contract management; shall be routinely available during the hours of operation stated in the SOW; an alternate Program Manager shall be appointed during any periods of absence; CO and designated administration teams first point of contact regarding service performance
 - b) Regional Director Supervise and recruit for designated geographic area
 - c) Agency Manager Supervise and recruit for one specific agency
 - d) Project Director Supervise offices with over 50 full time equivalent contract positions filled
 - e) Operations Supervisor Supervise offices with more than 2 first-level supervisors and over 20 full time equivalent contract positions filled
 - f) Supervisory Paralegal, Paralegal IV, Supervisory Records Examiner/Analyst, Supervisory Financial Analyst, Supervisory Technical Writer – Supervise offices with at least 20 full time equivalent contract positions filled.
 - g) Alternate Management and Supervision requests. The Government reserves the right to modify the management and supervision labor categories and span of responsibility if it is determined to be in the best interest of the Government. The Contractor must initiate a request that clearly states the alternate labor categories and span, impacts to Key Personnel, and a price analysis based on the contract structure as compared to the Contractor's recommended structure.

PART TWO-ADMINISTRATIVE REQUIREMENTS

A. REMOVAL OF PERSONNEL

In order to ensure effective service delivery during performance at Government facilities, the Government shall document and provide notification to the Contractor regarding the remedy of performance issues through the removal of personnel from this contract. It is up to the Contractor to determine whether or not the employee remains employed with the Contractor. The ACORs and QAEs are responsible for the monitoring of Contractor employee qualifications, performance, and conduct of Contractor personnel working under this contract at each Government location. The ACOR or COR will coordinate with the Contracting Officer to notify the Contractor of the performance issue and that

the removal of an employee from performance under this contract is required to remedy the performance issue. Such removal may be required for substandard performance, behavior that negatively impacts the delivery of services under this contract or behavior that violates the security requirements of the contract. In instances where the removal of an employee is for substandard performance or behavior negatively impacting delivery of services, the Contractor will be given an opportunity to address the situation prior to removing the employee.

B. PRODUCTIVE HOURS

- 1. Each individual task order will include the component, location, labor category, and billing rate. The quantity of hours ordered will be designated in terms of productive hours.
- 2. Productive hours are defined as those hours ordered and to be paid by the Government to the Contractor for an equivalent number of actual labor hours received, except when a condition described below applies. This contract does not prohibit the Contractor from paying its employees (or subcontractors from paying their employees' salaries) for non-billable hours from overhead or other accounts for hours classified as nonproductive for purposes of this contract. The following is a list of typical instances that may occur during service performance. Each instance states if the hours are considered productive hours or non-productive hours:
 - a) Productive Hour(s) The time required to attend training specifically ordered by the Government, including reasonable travel time as determined by the ACOR or QAE.
 - b) Productive Hour(s) The intermittent time or times, when Government operations are closed for the balance of a workday that has already commenced. The closing of operations during these periods is usually related to concerns regarding the safety of employees.
 - c) Productive Hour(s) Special Holiday Time provided by Executive Order from the President of the United States.
 - d) Productive Hour(s) In these rare instances, the Contractor may bill for the balance of the scheduled workday(s) with the specific written authorization of the ACOR.
 - e) Nonproductive Hour(s) Leave time (holiday, sick, vacation, administrative).
 - f) Nonproductive Hour(s) The time associated with training provided by the Contractor for its employees to include time required for

"qualification" training of new employees, substandard contractor employees, employee skill development or any other training, which is paid for by the Contractor for its employees.

- g) Nonproductive Hour(s) The times when, prior to the start of the workday, the operations of the federal agency have been shut-down or curtailed due to unusually severe weather, other Acts of God, budgetary reasons, or other unforeseeable circumstances. The Contractor's Staffing Plan shall address how the contract employees will be compensated during these periods of time when the Government will not usually be ordering service.
- h) Nonproductive Hour(s) Any required on the job training related to qualifications or skills not utilized to complete direct services but occurring at Government performance locations should not be billed as a direct service. This does not include general Government technical guidance or the completing of any direct service.

SECTION III- CONTRACT ADMINISTRATION

A. CONTRACT TYPE

This is an Indefinite Delivery / Indefinite Quantity (IDIQ) contract with fixed unit prices subject to fixed escalation rates. Individual task orders may be issued on a firm fixed price (FFP), time-and-material (T&M), or labor-hour (LH) basis. Any fixed price orders shall be based on the fully burdened labor rates included in the contract. The Contractor shall not include duplicative costs in the fully burdened labor rate and the fixed price order.

B. FUNDING

Orders will be funded from the Assets Forfeiture Fund to support the Department's Asset Forfeiture Program. However, Department of Justice components or Government agencies with related law enforcement missions may fund and issue separate orders approved in advance by the AFMS COR. All services must be available within the scope of the clerical, administrative, and professional support services of this SOW and have appropriate funding. The requiring office for orders not funded by the Assets Forfeiture Fund must coordinate with their agency ACOR for this contract prior to sending the requirement to the AFMS COR for approval. Any requirements not funded by the AF program must have an appointed COR and Contracting Officer to award and administer the order prior to approval by the AFMS COR.

C. ORDERING OFFICE

Services to be furnished under this contract shall be ordered by issuance of task orders issued by the U.S. Department of Justice, Procurement Services Staff, 145 N Street, NE, Washington, DC 20530. Orders may be placed only by those individuals designated in writing as Ordering Officials by the Director, Procurement Staff, Justice Management Division, Department of Justice. A list of delegated ordering offices shall be maintained on the Contractor's ordering website.

D. CONTRACTING OFFICER

1. The Contracting Officer has the overall responsibility for the administration of this contract. He/she alone, without delegation, is authorized on behalf of the Department to amend, modify or deviate from the contract terms, conditions, requirements, and/or delivery schedule. However, the CO may delegate certain other responsibilities to his/her authorized representative. This contract will be administered by:

Velvette Clayton U.S. Department of Justice, Procurement Services Staff 145 N Street, N.E. Room Washington, DC 20530 Telephone: 202-307-1995 E-mail: velvette.clayton@usdoj.gov

2. Written communications shall make reference to the contract number and shall be mailed to the above address

E. CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- 1. Upon award, the Government will designate a COR. The COR will be an employee of the Department of Justice. The COR will have overall project management and oversight responsibilities, and will coordinate the technical aspects of this contract. The COR will inspect items/services furnished hereunder; however, he/she shall not be authorized to change any terms and conditions of the contract, including price.
- 2. The performance of work required herein shall be subject to the technical direction of the cognizant Contracting Officer's Technical Representative (COR) or his designee with respect to technical matters pertaining hereto. As used herein, "Technical Direction" is direction to the Contractor, which fills in details, suggests possible lines of inquiry, or otherwise supplements the scope of work. "Technical Direction" must be confined to the general scope of work set forth herein and shall not constitute a new assignment, nor supersede or modify any other Clause of this contract. To be valid, technical direction:
 - a) Shall be generally issued in writing consistent with the general scope of work

set forth in the contract;

- b) Shall not be generally used a means for daily tasking and workload assignment;
- c) Shall not change the expressed terms, conditions, or specifications incorporated into this contract; and
- d) Shall not constitute a basis for extension to the contract delivery schedule or contract price.
- 3. The COR is authorized to:
 - a) Coordinate contractor and government activities related to the performance of services for Contractor employees;
 - b) Arrange for and coordinate the use of government resources (personnel, space, documents, etc.) for Contractor employees;
 - c) Provide specific tasks to the Contractor for assignment to Contractor employees and to receive progress reports on these tasks;
 - d) Provide technical guidance in the performance of the contract; and
 - e) Receive, review, and approve (but not reject or deny) progress reports, selected invoices and final reports or other functions of a technical nature. The authority to reject performance and deny associated invoices is expressly reserved for the Contracting Officer.
- 4. The COR does not have the authority to alter the Contractor's obligations under the contract; a formal written modification from the Contracting Officer is required for any changes that change the SOW and/or modify any of the expressed terms, conditions, specifications, or price of the contract. If as a result of technical discussions, it is desirable to alter/change contractual obligations or the Specification/Work Statement, the Contracting Officer shall issue such changes on a signed modification form prior to any changing being in full force and effect.
- The COR assigned cognizance of this contract is: Garland Sharp
 U.S. Department of Justice, AFMS
 145 N Street, NE Washington, DC 20530
 Phone: 202-305-7735
 Email: Garland.Sharp@usdoj.gov

F. AGENCY CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- 1. Each task order issued under this contract will identify an Assistant Contracting Officer's Technical Representative (ACOR) from the client organization, who will be responsible for the day-to-day management of the task order. For some DOJ/JMD tasks the COR may function as the ACOR. Any function explicitly assigned to the COR by this contract may be specifically delegated in writing by the COR to the ACOR for that task order, except the authority to approve any modifications to a task order.
- 2. Although the COR has the responsibility to inspect all deliverables and authorization to certify (but not to reject or deny) invoices for payment, these functions will normally be delegated to the ACOR. The authority to reject or deny performance and associated invoice payment is expressly reserved for the Contracting Officer.
- 3. A list of designated ACORs shall be maintained on the Contractor's ordering website.
- 4. There are certain types of irregularly occurring circumstances that prompt the Government to close its offices where Contractor personnel are working, either on a national or local basis (i.e., bomb threats, inclement weather, power outages, death of a national figure, or funding lapses). Contractor staff shall not work if the Government is closed, unless otherwise authorized by a fully executed Task Order or the Contracting Officer. Non-work due to the Government closing its facility (ies) is not an expense directly reimbursable to the Contractor. However, in those rare instances when the Government operations are curtailed for the balance of a workday that has already commenced, the Contractor may bill for the balance of the scheduled workday with the written acknowledgment of the ACOR.