

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 AND 30.

2. CONTRACT NUMBER			3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER	PAGE 1 OF 72
7. FOR SOLICITATION INFORMATION CALL:			a. NAME James.Huff@ATF.gov		5. SOLICITATION NUMBER 15A00023R00000061	6. SOLICITATION ISSUE DATE 05/25/2023
9. ISSUED BY ATF - ACQUISITIONS BRANCH Jim Huff 99 New York Ave. NE Washington, DC 20226			CODE 15A000	10. THE ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)		8. OFFER DUE DATE / LOCAL TIME 06/09/2023 01:00 ET

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS <b>NET 30</b>	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> REQUEST FOR PROPOSAL (RFP)
--	--	-------------------------------------	---	-------------	---

15. DELIVER TO Polygraph Branch ATF 99 New York Ave Room 7S-140 Washington, DC 20226	CODE A701240	16. ADMINISTERED BY ATF - Property, Acquisitions and Safety Division (PASD) 99 New York Ave NE WASHINGTON, DC 20226	CODE 15A000
---	-----------------	--	----------------

17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY ATF - Finance Branch 99 New York Avenue NE, #4.S-288 Washington, DC 20226	CODE A404040	Finance Branch (O) (202) 648-7860 Finance.Branch@ATF.gov
-------------------------	------	---------------	---	-----------------	--

<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
--	---

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Polygraph Examinations  Firm Fixed Price  See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Government Use Only)
---------------------------------------	--

<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
--	--

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (Type or print)	31c. DATE SIGNED

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
--	-----------	---

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D ( <i>YY/MM/DD</i> )

## Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
A	Solicitation/Contract Form.....	1
B	Supplies or Services and Prices/Costs.....	6
	Section B Supplies or Services and Prices.....	7
C	Description/Specifications/Statement of Work.....	9
	Section C Descriptions and Specifications.....	9
D	Packaging and Marking.....	10
E	Inspection and Acceptance.....	11
	52.246-4 Inspection of Services-Fixed-Price (Aug 1996).....	11
F	Deliveries and Performance.....	12
	52.242-15 Stop-Work Order (Aug 1989).....	12
G	Contract Administration Data.....	13
	Section G Contract Administration Data.....	13
	2852.201-70 Contracting Officer's Representative (COR) (NOV 2020).....	13
H	Special Contract Requirements.....	15
	ATF-14 ELECTRONIC INVOICING.....	15
	ATF-17 NOTICE TO THE GOVERNMENT OF DELAYS.....	15
	ATF-31 KEY PERSONNEL.....	15
	ATF-22 CONFIDENTIALITY OF INFORMATION AND DISCLOSURE.....	16
	ATF-19 AUTHORITY TO OBLIGATE THE GOVERNMENT.....	17
	ATF-29 STATEMENT OF WORK/OBJECTIVES, PERFORMANCE WORK STATEMENT or SPECIFICATIONS (March 23, 2009).....	17
	ATF-10 CONTRACTOR-ACQUIRED INSURANCE REQUIREMENTS.....	17
	ATF-41 DEPARTMENT POLICY ON DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING.....	17
	ATF-51 INDEPENDENT CONTRACTOR (March 9, 2021).....	18
	ATF-52 INDEMNIFICATION CLAUSE (May 2021).....	18
	ATF-46 CORPORATE REPRESENTATION REGARDING FELONY CONVICTION UNDER ANY FEDERAL LAW OR UNPAID DELINQUENT TAX LIABILITY - Award (Deviation 2015-02) (March 2015).....	18
	ATF-47 CONTRACTOR INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS PROHIBITING OR RESTRICTING REPORTING OF WASTE, FRAUD, AND ABUSE (Deviation 2015-02) (March 2015).....	18
	ATF-11 ATF IDENTIFICATION (ID) MEDIA.....	19
	ATF-55 Personnel Security Requirements for Contractor Employees (Nov 2021).....	19
	ATF-53 WHISTLEBLOWER INFORMATION FOR EMPLOYEES OF DOJ CONTRACTORS, SUBCONTRACTORS, GRANTEEES, SUBGRANTEEES OR PERSONAL-SERVICES CONTRACTORS (March 2021).....	21
	ATF-26 SECURITY OF SYSTEMS AND DATA, INCLUDING PERSONALLY IDENTIFIABLE INFORMATION (PII).....	22
	ATF-04 BACKGROUND INVESTIGATION (BI) REQUIREMENTS (May 2010, Revised October 31, 2019).....	23
	ATF-50 LIMITATIONS ON SUBCONTRACTING UNDER SMALL BUSINESS SET-ASIDES (May 24, 2019).....	28
	2852.222-70 Domestic Violence, Sexual Assault, and Stalking (DEC 2014).....	29
	2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (NOV 2020).....	29
	DOJ-05 Security of Department Information and Systems (APR 2015).....	29
	DOJ-07 Prohibition On Access By Non-U.S. Citizens To DOJ IT Systems (MAR 2002).....	34
	ATF-25 OBSERVANCE OF LEGAL HOLIDAYS / FEDERAL NON-WORK DAYS (Revised June 2021).....	35
I	Contract Clauses.....	36
	52.202-1 Definitions (Jun 2020).....	36
	52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021).....	36
	52.203-7 Anti-Kickback Procedures (Jun 2020).....	36
	52.203-3 Gratuities (Apr 1984).....	36
	52.232-11 Extras (Apr 1984).....	36

	52.249-8 Default (Fixed-Price Supply and Service) (Apr 1984).....	36
	52.242-13 Bankruptcy (July 1995).....	36
	52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023).....	36
	52.232-39 Unenforceability of Unauthorized Obligations (Jun 2013).....	36
	52.204-13 System for Award Management Maintenance (Oct 2018).....	36
	52.204-7 System for Award Management (Oct 2018).....	36
	52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022).....	36
	52.219-14 Limitations on Subcontracting (Oct 2022).....	36
	52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020).....	36
	52.244-6 Subcontracts for Commercial Products and Commercial Services (Mar 2023).....	36
	52.228-5 Insurance-Work on a Government Installation (Jan 1997).....	36
	Section I Contract Clauses (FAR Clauses Required Depending on Solicitation/Contract).....	37
	52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Mar 2023).....	
	DOJ-02 Contractor Privacy Requirements (JAN 2022).....	37
	DOJ-01 Whistleblower Information Distribution (Oct 2021).....	41
	52.246-25 Limitation of Liability-Services (Feb 1997).....	42
	52.216-18 Ordering (Aug 2020).....	42
	52.216-19 Order Limitations (Oct 1995).....	43
	52.216-22 Indefinite Quantity (Oct 1995).....	43
	52.217-8 Option to Extend Services (Nov 1999).....	43
	52.217-9 Option to Extend the Term of the Contract (Mar 2000).....	44
	52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013).....	44
	52.203-6 Alt I Restrictions on Subcontractor Sales to the Government (Jun 2020) - Alternate I (Nov 2021).....	44
	52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021).....	45
	52.232-4 Payments under Transportation Contracts and Transportation-Related Services Contracts (Apr 1984).....	46
	2852.212-4 Contract Terms and Conditions, Commercial Items (FAR Deviation) (NOV 2020).....	
	DOJ-03 Personnel Security Requirements For Contractor Employees (Nov 2021).....	46
	DOJ-08 Continuing Contract Performance During a Pandemic Influenza or other National Emergency (OCT 2007).....	50
J	List of Attachments.....	52
K	Representations, Certifications and Other Statements of Offerors.....	53
	52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications (Jun 2020).....	53
	52.209-12 Certification Regarding Tax Matters (Oct 2020).....	53
	ATF-43 Corporate Representation Regarding Felony Conviction Under Any Federal Law or Unpaid Delinquent Tax Liability - Solicitation (DEVIATION 2015-02) (March 2015).....	53
	52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021).....	54
	52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020).....	56
	52.209-5 Certification Regarding Responsibility Matters (Aug 2020).....	56
	ATF-44 Contractor Internal Confidentiality Agreements or Statements Prohibiting or Restricting Reporting of Waste, Fraud, and Abuse - Solicitation (DEVIATION 2015-02) (March 2015).....	57
	52.209-7 Information Regarding Responsibility Matters (Oct 2018).....	58
	52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016).....	58
L	Instructions, Conditions and Notices to Offerors.....	60
	52.204-6 Unique Entity Identifier (Oct 2016).....	60
	2852.203-71 Intelligence Related Non-Disclosure Agreement (AUG 2016).....	60
	DOJ-06 National Security Risk Assessment (APR 2014).....	60
	ATF-42 PARTNERING (October 2015).....	60
	52.233-2 Service of Protest (Sept 2006).....	63
	Section L Instructions, Conditions and Notices to Bidders.....	63
	2852.203-70 General Non-Disclosure Agreement (AUG 2016).....	68

M	Evaluation Factors for Award.....	69
	Section M Evaluation Factors for Award.....	69

## Section B - Supplies or Services and Prices/Costs

**SCHEDULE OF SUPPLIES/SERVICES**

## CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0001	Base Year (1): Polygraph Examiners Polygraph examinations Estimated at 2,500 per year to include per diem and Travel in accordance to the Federal Travel Regulations. PSC: R499 Base Period	1	EA	\$ _____		\$ _____
0002	Base Year (1): No Show Exams (Appointment cancelled by the Government Under 24 Hours prior to Exam) PSC: R499 Base Period	1	EA	\$ _____		\$ _____
1001	Option Year (1): Polygraph Examiners Polygraph examinations Estimated at 2,500 per year to include per diem and Travel in accordance to the Federal Travel Regulations. PSC: R499 Option Period	1	EA	\$ _____		\$ _____
1002	Option Year (1): No Show Exams (Appointment cancelled by the Government Under 24 Hours prior to Exam) PSC: R499 Option Period	1	EA	\$ _____		\$ _____
2001	Option Year (2): Polygraph Examiners Polygraph examinations Estimated at 2,500 per year to include per diem and Travel in accordance to the Federal Travel Regulations. PSC: R499 Option Period	1	EA	\$ _____		\$ _____
2002	Option Year (2): No Show Exams (Appointment cancelled by the Government Under 24 Hours prior to Exam) PSC: R499 Option Period	1	EA	\$ _____		\$ _____

3001	Option Year (3): Polygraph Examiners Polygraph examinations Estimated at 2,500 per year to include per diem and Travel in accordance to the Federal Travel Regulations. PSC: R499 Option Period	1	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Option Year (3): No Show Exams (Appointment cancelled by the Government Under 24 Hours prior to Exam) PSC: R499 Option Period	1	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Option Year (4): Polygraph Examiners Polygraph examinations Estimated at 2,500 per year to include per diem and Travel in accordance to the Federal Travel Regulations. PSC: R499 Option Period	1	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Option Year (4): No Show Exams (Appointment cancelled by the Government Under 24 Hours prior to Exam) PSC: R499 Option Period	1	EA	\$ _____	\$ _____

Clauses By Full Text

Section B Supplies or Services and Prices

15A00023R00000061

SECTION B

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS

B.1 SERVICES BEING PROCURED

The Bureau of Alcohol, Tobacco, Firearms and Explosives contemplates the award of a Single Award Firm Fixed Price Indefinite Delivery Indefinite Quantity (IDIQ) contract for Polygraph Examinations as described in the Performance Work Statement (PWS).

B.2 TERM OF CONTRACT

The contract shall be for a period of twelve 12 months from the date of contract award, plus four, one year option periods subject to the Government's discretion to extend the term of the contract.

### B.3 GOVERNMENT OBLIGATION

The Government's minimum obligation under this contract is to order 100 each Polygraph Examinations for the life of the contract. No orders are required after the above threshold has been reached. The maximum ceiling under this contract is NTE 12,500 exams.

### B.4 TASK ORDER

Polygraph Examinations will be delivered in response to funded task orders issued against this contract. Task orders issued against the contract shall serve as funding documents. Because this is an IDIQ requirement, the awarded contract will not be the funding document. Each Task order must reference the awarded contract number assigned by ATF.

### B.5 PRICING

#### **Under Section B - Supplies or Services and Prices/Costs**

Pricing is based on one (1) each per Polygraph Examination per year for the order under the resulting IDIQ Contract, the one (1) each per Polygraph Examination per year is provided for purposes of price evaluation only. No Show Exams will be totalled with the Polygraph Examination final pricing per exam to determine the overall final cost. All exams and no shows will be added together to determine final pricing. The Government may order more or less than the stated one (1) each per quantity, and the contractor shall not be entitled to revise pricing based upon variations in the quantities, nor shall they be entitled to an equitable adjustment based upon change quantities. Pricing MUST be all-inclusive to include travel.

Contractors should base their pricing on a Government estimate amount of 2,500 Polygraph Examinations per year with a potential of 12,500 over the life of the contract.

### B.6 PERIOD OF PERFORMANCE

Actual Dates will be Determined at Award

BASE PERIOD:	12 Months
OPTION PERIOD ONE:	12 Months
OPTION PERIOD TWO:	12 Months
OPTION PERIOD THREE:	12 Months
OPTION PERIOD FOUR:	12 Months

## Section C - Description/Specifications/Statement of Work

Clauses By Full Text

Section C Descriptions and Specifications

---

See Attachment A – PWS

See Attachment B – QASP

See Attachment C – ATF-50 LIMITATIONS ON SUBCONTRACTING UNDER SMALL BUSINESS SET-ASIDES (May 24, 2019)

**Section D - Packaging and Marking**

This Section Is Intentionally Left Blank

**Section E - Inspection and Acceptance**

## Clauses By Reference

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov)

Clause	Title	Fill-ins (if applicable)
52.246-4	Inspection of Services-Fixed-Price (Aug 1996)	

**Section F - Deliveries and Performance**

## Clauses By Reference

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov)

Clause	Title	Fill-ins (if applicable)
52.242-15	Stop-Work Order (Aug 1989)	

## Section G - Contract Administration Data

### Clauses By Full Text

#### Section G Contract Administration Data

---

### **SECTION G - CONTRACT ADMINISTRATION DATA**

#### **G.1 CONTRACT ADMINISTRATION OFFICE**

The resultant contract will be administered by:

Department of the Justice  
Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)  
Acquisition Branch Jim Huff, Contracting Officer  
Washington, DC 20226  
Work 202-648-9117  
Email: James.Huff@atf.gov

#### **G.2 CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the Contractor affects any changes at the discretion of any person other than the Contracting Officer, the changes will be considered to have been made without authority and no adjustment will be made in the contract price or schedule to cover any increase in costs incurred as a result thereof. The Contracting Officer shall be the only individual authorized to accept nonconforming work, waive any requirement of the contract, and/or modify any term or condition of the contract. The Contracting Officer is the only individual who can legally obligate Government funds. No costs chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer

#### **G.3 SUBCONTRACTS / CONSULTANT ARRANGEMENTS**

(a) When so required by FAR Part 44, the offeror's proposal shall identify all subcontracts / consultant arrangements proposed. Specifically, the following information shall be provided to the Contracting Officer:

- (1) Company name of each subcontractor, or the individual name in the case of independent consultants;
- (2) Names of each subcontractor corporate officers;
- (3) Name of each subcontractor's key personnel for this contract effort, including each individual's level of effort; and
- (4) Scope of work to be performed by each subcontractor / consultant.

(b) Furthermore, throughout the term of this contract, the Contractor shall obtain prior written authorization from the Contracting Officer for any additions, deletions or changes in subcontract / consultant arrangement entered into for the purpose of performing this contract effort. The Contractor shall furnish the Contracting Officer with the above-specified items of information for any subcontract / consultant arrangement that the Contractor proposed subsequent to contract award. The government may consider revision to this requirement if the contractor has a government approved purchasing system in accordance with FAR Part 44.

(c) ATF reserves the right to request the contractor to terminate any subcontractors, individual subcontractor employees, subcontractor principals, or consultants, for malfeasance or other appropriate cause (e.g., theft, criminal record(s), ties to organized crime, etc.)

(d) The provisions of this clause do not preclude any requirements regarding subcontracts that may be set forth elsewhere in this solicitation / contract.

(e) Questions regarding this requirement shall be directed to the Contracting Officer

2852.201-70 Contracting Officer's Representative (COR) (NOV 2020)

---

- (a) Mr./Ms. TBD of ATF, 99 New York Ave Washington, DC 20226, TBD, is hereby designated to act as Contracting Officer's Representative (COR) under [Contract Number], for the period of TBD (specify the performance period of the contract that the designation covers).
- (b) Performance of work under this contract is subject to the technical direction of the COR identified above, or another representative designated in writing by the Contracting Officer. The term "technical direction" includes, without limitation, the following:
- (i) Receiving all deliverables;
  - (ii) Inspecting and accepting the supplies or services provided in accordance with the terms and conditions of this contract;
  - (iii) Clarifying, directing, or redirecting the contract effort, including shifting work between work areas and locations, filling in details, or otherwise serving to accomplish the contractual statement of work to ensure the work is accomplished satisfactorily;
  - (iv) Evaluating performance of the Contractor; and
  - (v) Certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
- (c) The COR does not have the authority to issue direction that:
- (i) Constitutes a change of assignment or work outside the contract specification/work statement/scope of work.
  - (ii) Constitutes a change as defined in the clause entitled "Changes" or other similar contract term.
  - (iii) Causes, in any manner, an increase or decrease in the contract price or the time required for contract performance;
  - (iv) Causes, in any manner, any change in a term, condition, or specification or the work statement/scope of work of the contract;
  - (v) Causes, in any manner, any change or commitment that affects price, quality, quantity, delivery, or other term or condition of the contract or that, in any way, directs the contractor or its subcontractors to operate in conflict with the contract terms and conditions;
  - (vi) Interferes with the contractor's right to perform under the terms and conditions of the contract;
  - (vii) Directs, supervises, or otherwise controls the actions of the Contractor's employees or a Subcontractor's employees.
- (d) The Contractor shall proceed promptly with performance resulting from the technical direction of the COR. If, in the opinion of the Contractor, any direction by the COR or the designated representative falls outside the authority of (b) above and/or within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer.
- (e) Failure of the Contractor and Contracting Officer to agree that technical direction is within the scope of the contract is a dispute that shall be subject to the "Disputes" clause and/or other similar contract term.
- (f) COR authority is not re-delegable.
- (End of Clause)

## Section H - Special Contract Requirements

### Clauses By Full Text

#### ATF-14 ELECTRONIC INVOICING

---

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) encourages contractors to invoice electronically. Invoicing electronically saves time, money, and physical storage space for both the Government and the contractor.

Each invoice must be a proper invoice in accordance with Federal Acquisition Regulations (FAR) 32.905(b). The contractor may submit a combined invoice with each ATF contract/order number. The invoice must clearly identify the specific Contract Line Item (CLIN) or item number for which the contractor is seeking payment under the contract/order. If the invoice covers multiple CLINs or item numbers, the invoice must clearly identify specific amounts and activity applicable to each.

Electronic invoices must be submitted to the ATF Contracting Officer's Representative (COR)/POC named in Section G/Section 3.3 of this contract and Financial Management Division (FMD), [Finance.Branch@ATF.gov](mailto:Finance.Branch@ATF.gov). Electronic invoices will serve as the official, original copy. The e-mail subject line must contain the name of the ATF COR/POC named in Section G/Section 3.3 of the obligation document, the Order/Award number, the Invoice number and Vendor name (i.e.: John Doe\_DJAXXXXXXXXXX\_Invoice #xxx\_ABC, Inc.). ATF will return to the vendor any invoices that do not contain the correct subject line information.

Contractors who are unable to submit electronic invoices may mail their invoices to the COR/POC named in Section G/Section 3.3 of this contract and FMD address provided below:

Bureau of Alcohol, Tobacco, Firearms & Explosives  
 Attn: Finance Branch EXPEDITE CONTRACT INVOICE  
 99 New York Avenue, NE  
 Mail Drop 4S-288  
 Washington, DC 20226

*(End of Clause)*

#### ATF-17 NOTICE TO THE GOVERNMENT OF DELAYS

---

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

*(End of Clause)*

#### ATF-31 KEY PERSONNEL

---

### **KEY PERSONNEL** *(April 16, 2010)*

- a) The positions specified below are considered to be essential to the work being performed hereunder.

#### Polygraph Examiners

b) Prior to diverting any of the specified individuals assigned to key personnel positions to other programs, the Contractor shall notify the Contracting Officer within thirty (30) days and shall submit justification (including a proposed substitution) in sufficient detail to permit evaluation of the impact on the program.

c) No diversions shall be made by the Contractor without the written consent of the Contracting Officer. The removal and/or replacement of personnel shall not be effective until the Contracting Officer approves the change in writing.

d) The Government will provide an evaluation of key personnel as part of the past performance evaluation during interim and/or final evaluations of contract performance. The government reserves the right to request that key personnel be removed and/or replaced due to non performance and/or other concerns.

e) This contract may be modified from time to time during the course of the entire performance period to either add or delete personnel as appropriate.

*(End of Clause)*

#### ATF-22 CONFIDENTIALITY OF INFORMATION AND DISCLOSURE

The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, e.g., on a need-to-know basis. 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 from the Contracting Officer (CO). No news release (including photographs and films, public announcements, denial or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the CO. The Contractor is prohibited from releasing to any source, other than the sponsoring activity, any interim, draft and final reports or information pertaining to services performed under this contract until report approval or official review has been obtained. Furthermore, the contractor shall ensure that the cover of all interim, draft and final reports contains the following statement: "The view, opinions, and/or findings contained in this report are those of the author(s) and should not be construed as an official Government position, policy or decision, unless so designated by other documentation."

The Contractor agrees to immediately notify in writing the CO named herein, if it determines or has reason to suspect a breach of this requirement. The Contractor also agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

(a) Confidential information, as used in this clause, means (1) information or data of a personal nature proprietary about an individual, or (2) information or data submitted by or pertaining CONFIDENTIALITY to an institution or organization, or (3) information or data pertaining to a law enforcement investigation or operation.

(b) In addition to the types of confidential information described in (a) (1), (2) and (3) above, information which might require special consideration concerning the timing of its disclosure such as draft budget and strategic plans, studies or research, audits, etc.

(c) The CO and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the CO and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the Disputes clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of the disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution, or organization. Confidential information, as defined in (a)(3) shall not be disclosed without the prior written consent of the Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF).

(f) Whenever the Contractor is uncertain regarding the proper handling of material under the contract, or if the material in question is subject to the Privacy Act or is confidential information subject to the provisions of this clause, the Contractor shall obtain a written determination from the CO prior to any release, disclosure, dissemination, or publication.

(g) The provisions of paragraph (e) of this clause shall not apply when the information is subject to conflicting or overlapping provisions in other Federal, State, or local laws.

*(End of Clause)*

---

#### ATF-19 AUTHORITY TO OBLIGATE THE GOVERNMENT

---

The Contracting Officer is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the proposed contract can be incurred before receipt of a fully executed contract or specific authorization from the Contracting Officer.

*(End of Clause)*

---

#### ATF-29 STATEMENT OF WORK/OBJECTIVES, PERFORMANCE WORK STATEMENT or SPECIFICATIONS (March 23, 2009)

---

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified) to perform the Statement of Work (SOW), Statement of Objectives (SOO), Performance Work Statement (PWS) or Specifications and all Section J attachments, as applicable.

*(End of Clause)*

---

#### ATF-10 CONTRACTOR-ACQUIRED INSURANCE REQUIREMENTS

---

##### **CONTRACTOR-ACQUIRED INSURANCE REQUIREMENTS.** *(July 19, 2007)*

In accordance with the clause entitled "Insurance - Work on a Government Installation" in Section I, insurance of the following kinds and minimum amounts shall be provided and maintained during the period of performance of this contract:

(a) Worker's compensation and employer's liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(a).

(b) General liability. The contractor shall, as a minimum, meet the requirements specified at FAR 28.307-2(b).

(c) Automobile liability. The contractor shall as a minimum, meet the requirements specified at FAR 28.307-2(c).

*(End of Clause)*

---

#### ATF-41 DEPARTMENT POLICY ON DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING

---

It is the Department's policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in DOJ Policy Statement 1200.02 (Policy Statement), available in full for public viewing at:

<https://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplace-responses-to-domesticviolence-sexualassault-stalking.pdf>

Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all of Vendor's employees and employees of subcontractors who will be assigned to work on Department premises.

Upon contract award, the Department will notify contractor of the name and contract information for the Point of Contact for Victims of domestic violence, sexual assault, and stalking for the component or components where Contractor will be performing. The name and contact information for the ATF Contractor Victim Point of Contact (CV POC) is Mr. Kenneth Houser, Bureau Procurement

Chief, (202) 648-7693. Contractor agrees to inform its employees and employees of subcontractors who will be assigned to work on Department premises of the name and contact information for the Victim Point of Contact.

*(End of Clause)*

---

ATF-51 INDEPENDENT CONTRACTOR (March 9, 2021)

---

The relationship of the Contractor to the Government is that of an independent contractor. Nothing herein shall be construed to create any relationship of employer and employee, agent and principal, partnership or joint venture between the Parties.

*(End of Clause)*

---

ATF-52 INDEMNIFICATION CLAUSE (May 2021)

---

Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this contract that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claim Act (FTCA – 28 U.S.C. § 1346). Contractor hereby agrees to indemnify, defend and hold the federal Government harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from breach of any of its representations, warranties or covenants herein or the negligence, gross negligence or intentional misconduct of Contractor's respective officers, directors, employees, agents, contractors, members or participants etc. (as applicable).

*(End of Clause)*

---

ATF-46 CORPORATE REPRESENTATION REGARDING FELONY CONVICTION UNDER ANY FEDERAL LAW OR UNPAID DELINQUENT TAX LIABILITY - Award (Deviation 2015-02) (March 2015)

---

(a) None of the funds made available by the Department's current Appropriations Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation –

- (1) convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or
- (2) that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, *unless* an agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) By accepting this award or order, in writing or by performance, the offeror/contractor represents that –

- (1) the offeror is not a corporation convicted of a felony criminal violation under any Federal or State law within the preceding 24 months; and,
- (2) the offeror is *not* a corporation that has any unpaid Federal or State tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

*(End of Clause)*

---

ATF-47 CONTRACTOR INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS PROHIBITING OR RESTRICTING REPORTING OF WASTE, FRAUD, AND ABUSE (Deviation 2015-02) (March 2015)

---

By accepting this award or order, the contractor certifies that it does *not* require employees or contractors of the contractor seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting

such employees or contractors from lawfully reporting waste, fraud, and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

*(End of Clause)*

#### ATF-11 ATF IDENTIFICATION (ID) MEDIA

---

##### **ATF IDENTIFICATION (ID) MEDIA** *(Revised April 3, 2008)*

Contractor personnel who successfully complete the background investigation will be issued ATF Identification (ID) MEDIA and those assigned to provide services in the ATF Headquarters building or other ATF facilities will be issued an electronic access card.

ID Media and Access Control Cards are the property of the United States Government (ATF) and must be accounted for at all times.

It is the responsibility of the contract manager and the Contracting Officer's Representative (COR) to ensure that the ID Media and access card of any employee who leaves the contract is recovered and immediately returned and forwarded or delivered to the ATF Physical Security Programs Branch.

If ID MEDIA or access cards are lost, stolen, or not recovered, the contractor is liable for replacement costs. In addition, payroll, or other monies due individuals may be held until ID media is returned or otherwise accounted for by separating individuals, or the result of an appropriate investigation. The COR shall initiate appropriate loss/theft reports to document the event. Copies of the required reports shall be provided to the Physical Security Programs Branch and the Office of Inspection.

*(End of Clause)*

#### ATF-55 Personnel Security Requirements for Contractor Employees (Nov 2021)

---

Work performed under this contract will involve any one or more of the following: access to DOJ Information, which may include Controlled Unclassified Information (CUI), i.e., unclassified, sensitive DOJ information, and/or access to DOJ Information Technology (IT) systems, and/or unescorted access to DOJ space or facilities. Contractor employees will occupy Public Trust Positions, unless clause alternates are applied.

   **(Check if applicable.)** Access to/safeguarding of classified information will be required. Alternate I sections also apply

##### *1. General Requirements*

(a) (1) All references to “contract(or) personnel” and “contract(or) employee” in this clause means all individuals, without limitation, to include individuals employed by the contractor, team member, subcontractor, consultant, and/or independent contractor, who will have access to information of the Department of Justice (DOJ) or information that is within the custody and control of the DOJ, access to DOJ IT systems, and/or unescorted access to DOJ facilities/space in connection with the performance of this contract. “Employment” as used herein does not create nor imply an employer/employee relationship between the DOJ and contractor employees.

(Alt. I) [The following is added to the clause]: (2) Additionally, work performed under this contract will involve access to classified information [National Security Information (NSI)].

(b) (1) The type of security investigation required for each contractor employee will be governed by the type and risk level of information made available to the contractor employee. The contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the Security Programs Manager (SPM), in consultation with the Contracting Officer’s Representative if one is appointed, have received the requisite security approval.

(Alt. I) [The following is added to the Clause]: (2) All contractor employees requiring access to classified information will be processed by Defense Counterintelligence and Security Agency (DCSA) in accordance with the National Industrial Security Program (NISIP). The contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the SPM in consultation with the Contracting Officer’s Representative (COR) if one is appointed, have received the requisite NSI Clearance.

(c) Except where specifically noted otherwise, the federal government will be responsible for the cost and conduct of the investigation.

(d) The contractor shall ensure that no contractor employee commences performance prior to receipt of a written authorization from the contracting officer, COR, or the SPM that performance by the respective contractor employee is authorized.

(e) The data and other information to which the contractor may have access as a result of this contract is the property of, and/or within the custody and control of, the Department, and its disclosure to third parties is governed by various statutes and regulations, the violation of which may subject the discloser to criminal penalties.

## 2. *Citizenship and Residency Requirements*

(a) **Residency Requirement.** (1) Contractor employees in Public Trust positions, both U.S. citizens and non-U.S. citizens, must meet the Department's residency requirement if they will require access to DOJ information, IT systems, or unescorted access to facilities. For three years (not necessarily consecutive years) out of the last five years immediately prior to employment under the Department contract the contractor employee must have: (i) resided in the U.S.; (ii) worked for the U.S. in a foreign country as either an employee or contractor in a federal civilian or military capacity; or, (iii) been a dependent of a federal civilian or military employee or contractor working for the U.S. in a foreign country. At the Department's sole discretion, the residency requirement may be waived by the Department Security Officer (DSO) for contractor employees on a case-by-case basis where justified by extenuating circumstances. The residency requirement does not apply to contractor employees residing in foreign countries that are hired to work in American embassies/consulates/missions located outside of the United States and who require access to DOJ information, IT systems, or unescorted access provided that an adequate background investigation can be conducted, with favorable adjudication, as determined by the DSO.

(Alt. I) [The following is added to the clause]: (2) The residency requirement does not apply to contractor employees working on the classified portion of this contract whose national security clearance has been processed by DCSA in accordance with the NISP.

(b) **Citizenship.** (1) Aside from the specific exceptions set forth in Section 1.2(b)(2), for Public Trust positions, the DOJ requires that contractor employees be U.S. citizens and nationals, or lawful permanent residents seeking U.S. citizenship. Any prospective non-U.S. citizen contractor employee who requires access to DOJ information systems, DOJ information, and/or unescorted facilities access must also have been granted a waiver as described below in paragraphs 1.2(d) and/or (e). The contractor is responsible for verifying that the non-U.S. citizens working under this contract are lawful permanent residents seeking U.S. citizenship.

(2) **Exception for Certain Non-U.S. Citizen Contractor Employees:** (i) Non-U.S. citizen expert witnesses, litigative consultants, and interpreters in rare foreign languages are not required to be lawful permanent residents seeking U.S. citizenship. However, they must be granted a waiver for access to unclassified DOJ information, whether CUI or not, DOJ IT systems, and/or unescorted facility access, as described below in paragraph 1.2(d) and (e), regardless of the duration of their duties. (ii) Non-U.S. Citizen contractor employees residing in foreign countries who are hired to work for the Department of Justice in American embassies/consulates/missions outside of the United States are not required to be lawful permanent residents seeking U.S. citizenship.

(Alt. I) [The following is added to the Clause]: (3) Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.

(c) **Dual Citizenship.** (1) U.S. citizens who hold dual citizenship with a foreign country are considered U.S. citizens within the meaning of this clause, and may be considered for, but are not entitled to, contract employment as U.S. citizens consistent with this clause. The means by which the contractor employee obtained or exercises his or her dual citizenship status will be a consideration in the Public Trust Investigation (PTI) adjudication, and/or waiver approval processes discussed in this clause.

(Alt. I) [The following is added to the clause]: (2) Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.

(d) **Access to DOJ Information Technology Systems.** Non-U.S. citizens are not authorized to access DOJ information technology (IT) systems or assist in the development, operation, management, or maintenance of DOJ IT systems, including providing IT system support, unless a waiver has been granted by the Head of the DOJ component or designee, with the prior concurrence of both the DSO and the DOJ Chief Information Officer, allowing computer access by the non-U.S. citizen. Such a waiver will be granted only in exceptional and unique circumstances on a case-by-case basis. It should be noted that the Justice Consolidated Office Network (JCON) is a sensitive DOJ IT system and any contractor employee who will need access to JCON must be a U.S. citizen or have received a waiver. In order for a waiver to be considered for approval: (1) There must be a compelling reason for using this individual

as opposed to a U.S. citizen; (2) The type of personnel security vetting that has been conducted on the individual, and vetting results, that would mitigate risk; and (3) The waiver must be in the best interest of the federal government.

(e) Access to Unclassified DOJ Information and Unescorted Access to DOJ Facilities or Space. (1) Except as provided under 1.2(b) (2), non-U.S. citizens are not authorized to access DOJ information and/or unescorted access to DOJ facilities or space, unless a waiver has been granted by the DSO, allowing access by the non-U.S. citizen. Such a waiver will be granted on a case-by-case basis where justified at the discretion of the DSO.

### 3. Background Investigation Requirements

(a) (1) Unless otherwise stated below, all contractor personnel are subject to a Public Trust Investigation (PTI). The SPM will determine the type of investigation for each contractor employee based on the risk category (i.e., the nature of the position and degree of harm that could be caused by the individual in that position) and whether the position is long-term or short-term. The PTI risk categories are listed below.

(i) High Risk Positions. The minimum background investigation required is a Tier 4 (T4) investigation, and the five-year reinvestigation required is a Tier 4R (T4R) investigation. The 2017 version of the Standard Form (SF) 85P, Questionnaire for Public Trust Positions, is required.

(ii) Moderate Risk Positions. The minimum background investigation required is a Tier 2 (T2) investigation. The five-year reinvestigation required is a Tier 2R (T2R) investigation. The 2017 version of the SF-85P is required.

(iii) Low Risk/Non-Sensitive Positions. The minimum background investigation required for Low Risk/Non-Sensitive positions is a Tier 1 (T1) investigation and the required five-year reinvestigation is also a Tier 1 (T1) investigation. The SF 85, Questionnaire for Non-Sensitive Positions, is required.

(Alt. I) [The following is added to the clause]: (2). Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.

(b) Exception for Expert Witnesses. Expert Witnesses, litigative consultants, and interpreters in rare foreign languages may not be subject to full background investigation requirements if alternative security requirements are approved by the DSO.

(c) Short-Term U.S. Citizen Contractor Employees. Other than the exception in Section 1.3(b), short-term contractor employees (6 months or less) who are U.S. citizens are not subject to a full background investigation, however, must receive an approved pre-employment background investigation waiver. The required forms to complete and submit are listed in Section 1.4(b) and (c)(2).

(d) Long-Term U.S. Citizen Contractor Employees. Other than the exception in Section 1.3(b), all long-term U.S. citizen employees (longer than 6 months) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(e) Non-U.S. Citizen Contractor Employees. Other than the exception in 1.3(b), all non-U.S. citizen contractor employees regardless of performance duration (short or long term) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(f) Reciprocity. (1) A Public Trust Investigation will be accepted under reciprocity if it meets the following guidelines: (i) the investigation is current (investigations are considered current if completed within the last five years) and favorably adjudicated, or the reinvestigation has been deferred; (ii) the investigation meets or exceeds the level of investigation required for the DOJ contractual instrument; (iii) there has been no continuous (not cumulative) break in federal contract/service employment of two years or more; (iv) there is no derogatory information since the favorable fitness determination or adjudication that calls into question the individual's fitness based on character or conduct; and (v) the investigative record does not show conduct that is incompatible with the core duties of the new contract position. A "core duty" is a continuing responsibility that is of particular importance to the relevant covered position or the achievement of an agency's mission. Core duties will vary from position to position.

*(End of Clause)*

ATF-53 WHISTLEBLOWER INFORMATION FOR EMPLOYEES OF DOJ CONTRACTORS, SUBCONTRACTORS, GRANTEES, SUBGRANTEES OR PERSONAL-SERVICES CONTRACTORS (March 2021)

The Contractor shall distribute the Whistleblower Information found at the below site to all employees and subcontractors:

<https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf>.

*(End of Clause)*

**ATF-26 SECURITY OF SYSTEMS AND DATA, INCLUDING PERSONALLY IDENTIFIABLE INFORMATION (PII)**

**SECURITY OF SYSTEMS AND DATA, INCLUDING PERSONALLY IDENTIFIABLE DATA (PII) (Revised May 22, 2008)**

***a. Systems Security***

The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice (DOJ) systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by the Office of Management and Budget [OMB] and the National Institute of Standards and Technology [NIST]), DOJ IT Security Standards, DOJ Order 2640.2E, and the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) Order 7250.1. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts.

DOJ access shall include independent validation testing of controls, system penetration testing by DOJ/ATF, Federal Information Security Management Act (FISMA) data reviews, and access by the Department's Office of the Inspector General for its reviews.

The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FIPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ/ATF Information Technology (IT) Security policy requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

***b. Data Security***

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one (1) hour of discovery) report the breach to the DOJ CO and the contracting officer's representative (COR).

If the data breach occurs outside of regular business hours and/or neither the CO nor the COR can be reached, the contractor shall contact the Bureau of ATF s, Office of Science and Technology (OST) Help Desk at 1-877-875-3723 within one (1) hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

***c. Personally Identifiable Information Notification Requirement***

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with ATF's OST Information Systems Security Office and shall not proceed until ATF has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with and be subject to the approval of ATF. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

***d. Pass-through of Security Requirements to Subcontractors***

The requirements set forth in Paragraphs a through c above apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

*(End of Clause)*

ATF-04 BACKGROUND INVESTIGATION (BI) REQUIREMENTS (May 2010, Revised October 31, 2019)

**Candidate Screening**

A. The Contractor shall be responsible for ensuring that all potential Contractor employees (Candidates) assigned hereunder undergo ATF's personnel security process to determine their eligibility for access to ATF information, information technology (IT) systems, and/or unescorted access to ATF facilities.

B. The personnel security process will be conducted by or under the auspices of the Personnel Security Division (PSD), Office of Professional Responsibility and Security Operations, Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF). It is the responsibility of the Contractor to provide a Personnel Security Package to the Candidate to complete. Once completed, the Candidate must return the Package to the Contractor so that the Candidate may be screened by the Contractor.

C. The Contractor will conduct the Candidate screening by reviewing each completed form submitted by the Candidate. The Contractor will make a preliminary determination whether the Candidate possesses a personal history that is in compliance with ATF's Agency Specific Qualifications (ASQs).

1. If the Contractor has questions or concerns regarding the Candidate's responses to questions on any of the forms, the Contractor must discuss the responses with ATF's assigned Contracting Officer (CO)/Contracting Officer's Representative (COR) to determine whether ATF will accept the Candidate's Personnel Security Package for processing.

2. If the Contractor believes that the Candidate's responses are/will not be in compliance with one or more ASQs, the Contractor will remove the Candidate from consideration and, if warranted, identify a replacement Candidate.

D. **Agency Specific Qualifications (ASQs).** ASQs are requirements established by Federal mandates, Department of Justice (DOJ) regulations or policies, and/or ATF regulations or policies that Candidates must be in compliance with prior to being granted access to ATF information, IT systems, and/or unescorted access to ATF facilities. ASQs include:

1. **Drug Policy.** ATF applies a specific policy to the Candidate's past and present illegal drug activities to determine whether the Candidate is in compliance with this ASQ. This internal policy is applied to the Candidate's responses on ATF F 8620.12, Drug Activity Questionnaire, completed as part of the Personnel Security Package.

a) Candidates currently involved in illegal drug activities or substance abuse are ineligible for hiring.

b) Past involvement in illegal drug activities or substance abuse may disqualify the Candidate if activities were more than minimal and limited.

2. **Financial Interests in Regulated Industries.** Title 5, Code of Federal Regulations, Section 3801.107 states, "...no employee of the ATF, or spouse or minor child of an ATF employee, shall have, directly or indirectly, any financial interest, including compensated employment, in the alcohol, tobacco, firearms or explosives industries." (*This includes being listed as a responsible person on a Firearms License or an Explosives License or Permit.*) This regulation is applied to the Candidate's responses on ATF F 8620.44, Licensing Questionnaire, completed as part of the Candidate's Personnel Security Package, and ATF licensing records to determine if the Candidate is in compliance with this ASQ.

a) The Candidate, his/her spouse, or his/her minor child who has a financial interest in a firearms or explosives entity must surrender the license/permit and/or the financial interest in the business prior to the Candidate entering on duty.

b) A determination by ATF's Office of Chief Counsel will be made regarding financial interest held by the Candidate, his/her spouse, or his/her minor child in the alcohol and tobacco industries once the Candidate enters on duty.

3. **Financial Responsibilities.** The DOJ provides specific regulations and policies relating to a Candidate's financial obligations and delinquent debts. These regulations and policies are applied to the Candidate's responses on ATF F 8620.28, Financial History Questionnaire (completed as part of the Personnel Security Package), credit reports/financial data obtained by ATF, and the sensitivity level of the position for which the Candidate is being considered to determine if the Candidate is in compliance with this ASQ.

a) A Candidate who is currently delinquent more than 120 days with any debt, must provide to the Contractor evidence of resolution by timely submitting proof of payment, proof of participation in or compliance with a payment plan, or proof of a legal remedy.

b) A Candidate who declines to provide evidence of resolution will disqualify the Candidate from eligibility consideration.

4. **Prohibited Persons.** ATF applies a specific policy to Candidates relating to an individual's prohibition from possessing or receiving firearms, explosives, and/or ammunition. This policy, based on the prohibitions outlined in the Gun Control Act (18 U.S.C. Chapter 44) and Importation, Manufacture, Distribution, and Storage of Explosives Materials (18 U.S.C. Chapter 40), is applied to the Candidate's responses to ATF F 8620.57, Prohibited Persons Questionnaire (completed as part of the Personnel Security Package). ATF will conduct law enforcement and court record checks to determine whether the Candidate is in compliance with this ASQ.

a) Federal law states that it is unlawful for a person who has been convicted of a misdemeanor crime of domestic violence or has a qualifying order of protection against him/her to possess a firearm or ammunition. The law also prohibits these persons from shipping, transporting, or receiving firearms and/or ammunition.

b) Federal law prohibits the possession of firearms, ammunition, and explosives by a person who has been convicted of a crime punishable by a term of imprisonment exceeding one year; is a fugitive from justice; is an unlawful user of, or addicted to, a controlled substance; has been adjudicated as a mental defective or committed to a mental institution; is an alien illegally or unlawfully in the United States; is an alien who has been admitted to the United States under a nonimmigrant visa (with certain exceptions); has been discharged from the military under dishonorable conditions; or has renounced his/her U.S. citizenship.

c) Federal law prohibits the receipt of firearms and ammunition, and the receipt or possession of explosives, by a person who is under indictment for a crime punishable by a term of imprisonment exceeding one year.

5. **Residency and Citizenship Requirements.** The DOJ has specific requirements relating to a Candidate's residency status and citizenship, including that non-U.S. citizens shall not be authorized access to IT systems. Compliance with this ASQ is determined by identifying the Candidate's residency status and citizenship through review of the Candidate's responses to ATF F 8620.58, Residency and Citizenship (completed as part of the Personnel Security Package); review of the Candidate's Personally Identifiable Information (PII); determination regarding the type of position applied for by the Candidate; and verification whether the Candidate requires computer access.

a) **Residency Requirements.** For 3 of the last 5 years, the Candidate must have either resided in the United States, worked for the United States in a foreign country in a Federal or military capacity, and/or been a dependent of a Federal or military employee in a foreign country. (*The 3 years do not need to be consecutive; they may be cumulative during the past 5 years.*)

b) **Citizenship Requirements.** The Candidate must be able to provide proof of U.S. citizenship or proof that he/she is a foreign national legally permitted to reside in the U.S. in order to work on an ATF contract and gain access to ATF information and/or unescorted access to ATF facilities. (*Acceptable Department of Homeland Security Credentials to prove immigrant status or employment authorization are listed on Form I-9, Employment Eligibility Verification.*)

- 1) Foreign nationals' country of citizenship must be listed on the U.S. Collective Defense Arrangement Agreement approved countries list as defined by the Federal Investigative Standards or superseding regulations.
- 2) Candidates who are non-U.S. citizens may not be authorized access to or assist in the development, operation, management or maintenance of ATF IT systems, unless temporary eligibility has been approved by the ATF Director, with concurrence of the DOJ Chief Information Officer and the Department Security Officer.
6. **Selective Service.** Although there are a few exceptions, the Military Selective Service Act requires all male U.S. citizens born after December 31, 1959 who are 18 years old, but not yet 26 years old, to register with the Selective Service. Male Candidates should access <https://www.sss.gov/> to verify that they are registered with the Selective Service. This requirement is applied to male Candidates' responses on Optional Form (OF) 306, Declaration for Federal Employment. ATF will also conduct a Selective Service query to determine whether the Candidate is in compliance with the Selective Service Laws and this ASQ.
7. **Homeland Security Presidential Directive (HSPD) 12.** This Directive sets forth policy regarding completion of a Personal Identity Verification (PIV) check prior to the Candidate being provided a federally-issued identification card for access to a Federal building and access to Government IT systems.
  - a) There is not a PIV check form in the Candidate's Personnel Security Package. ATF personnel will conduct the PIV check at a later date.
  - b) When requested by an ATF representative, the Candidate must be able to present (in person for viewing) two forms of original, unexpired government-issued identification in accordance with HSPD 12 requirements (e.g., raised seal birth certificate or current passport, along with a current driver's license or state-issued photo identification card). Copies of the forms of identification and/or unexpired documents are *not* acceptable.
  - c) The Contractor should advise the Candidate to locate the necessary forms of identification and/or documents in advance to assist in timely completing this part of the personnel security process.
- E. **Contractor's Preliminary Determination of Employment Eligibility.** The Contractor must make a preliminary determination whether the Candidate is in compliance with the ASQs after reviewing the Candidate's completed Personnel Security Package.
  1. When a Contractor determines that a Candidate is not in compliance with one or more of the ASQs, the Contractor should not submit the Candidate's Personnel Security Package for personnel security processing and should identify a new Candidate for consideration.
  2. When a Contractor makes an initial determination that the Candidate is in compliance with the ASQs, the Contractor should follow the below guidance relating to the E-Verify Program, Tentative Employment Offer, and Employment References. Once the Contractor completes these responsibilities, the Contractor shall submit the Candidate's Personnel Security Package to the CO/COR.
- F. **E-Verify Program.** Once the Contractor makes a preliminary determination that the Candidate is in compliance with ATF ASQs, the Contractor must access the Department of Homeland Security's E-Verify Program to verify the Candidate's U.S. employment eligibility, regardless of the Candidate's citizenship status. If the Candidate's employment eligibility cannot be verified by the Contractor, the Candidate's Personnel Security Package shall not be forwarded to the CO/COR.
  1. Contractors must register for access to the E-Verify Program on-line at <https://www.vis-dhs.com/employerregistration/>. This website provides instructions to employers on completing a Memorandum of Understanding required for official registration in the E-Verify Program.
  2. Contractors requesting additional information about the Program can visit the E-Verify website at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) or call the E-Verify Program office at 1-888-464-4218.
- G. **Tentative Employment Offer or Confirmation that Employee is Already Employed by the Contractor.** The Contractor must submit a copy of the Candidate's tentative offer of employment or documentation which shows that the Candidate is already employed by the Contractor with the completed Personnel Security Package to the CO/COR.
- H. **Notification of Candidate Employment Reference Checks.** The Contractor shall inform the Candidate that prior to being approved for access, ATF will conduct Employment Reference Checks for all of the Candidate's employments during the past 2 years if the Candidate is being submitted for a Temporary Eligibility determination. In addition, Contractors shall advise Candidates that employment records may be reviewed for all employments during the past 5 years if a background investigation (BI) is conducted.

**I. Personnel Security Processing.** Upon completion of the Candidate screening, the Contractor shall forward the Personnel Security Package to the CO/COR. The CO/COR will review the entire Package for completeness. The CO/COR will then forward the Personnel Security Package, along with a completed PSD Request Package to the PSD via email at PSDSubmitPSR@atf.gov or hard copy to 99 New York Avenue, Suite 1.E-300, Washington, DC 20226 for processing.

1. Costs and fees associated with the Candidate screening (including fingerprinting) incurred by the Contractor or Candidate, will not be reimbursed by the Federal government.
2. If a full BI is required, it may be a lengthy process to complete, depending on the complexity of the BI.
3. To the extent practicable, the Contractor is encouraged to fill all positions with Candidates who have a current favorably adjudicated Federal BI that meets or exceeds the level of investigation required for the position. This may allow reciprocity of the Candidate's prior BI which could expedite the personnel security process.

**J. Pre-Employment Screening (PES).** The PSD will conduct a pre-employment screening (PES) on all Candidates, including those being considered for reciprocity. This screening is a thorough review, and expanded analysis if necessary, of the Candidate's compliance with the Federal requirements and ASQs.

1. A favorable PES determination must be made in order to continue with the personnel security process.
2. If an unfavorable PES determination is made, the personnel security process will be terminated; the CO/COR will be notified; and the Contractor may be requested to submit another Candidate for consideration.

**K. Adjudication of the Candidate's BI.** Once the BI has been completed, the PSD will adjudicate the BI by applying the suitability standards under 5 CFR, Part 731, Federal adjudicative guidelines and ASQs. The PSD will then make a favorable or unfavorable adjudicative determination whether to grant the Candidate access to ATF information, IT systems, and/or unescorted access to ATF facilities. The PSD will advise the CO/COR who, in turn, will advise the Contractor of ATF's adjudicative determination.

**L. Authorized Access to ATF Information, IT Systems, and/or Unescorted Access to ATF Facilities.** A Candidate shall not be granted access to unclassified sensitive ATF information, IT systems, and/or unescorted access to ATF facilities until a favorable adjudicative determination has been made or a temporary eligibility has been approved by the PSD.

#### **Request for Temporary Eligibility to Hold a Sensitive Position**

**A. Conditions for Requesting Temporary Eligibility.** To satisfy urgent ATF staffing needs, the CO/COR may request temporary eligibility of the mandatory pre-employment BI for a Candidate requiring access to ATF information, IT systems, and/or unescorted access to ATF facilities.

**B. Submitting a Request for Temporary Eligibility.** After justifying the need for temporary eligibility and obtaining all of the necessary approvals, the CO/COR will prepare an ATF F 8620.69, Request for Temporary Eligibility to Hold a Sensitive Position, and submit it along with the completed ATF Forms 8620.33, Employment Reference, for each of the Candidate's employments during the past 2 years. The CO/COR is responsible for conducting all reference checks unless a CO/COR receives prior approval from the PSD to designate another individual to conduct the reference checks.

**C. Advantages/Disadvantages of Obtaining Temporary Eligibility.** An approved temporary eligibility will allow the Candidate to begin the ATF assignment prior to the completion of the BI. However, if derogatory information develops during the course of the Candidate's BI, access to ATF information, IT systems, and/or unescorted access to ATF facilities will be rescinded. The Contractor may be requested to submit another Candidate for consideration.

#### **Reciprocity**

**A. Criteria for Applying Reciprocity.** In accordance with Executive Order 13488 and guidance from the Office of Personnel Management, ATF may apply reciprocity to a prior favorably adjudicated Federal BI. In order for reciprocity to be applicable, all of the following criteria must be met:

1. The Candidate is a current ATF employee, an applicant for an ATF position, or being considered for a non-ATF personnel position.
2. A favorably adjudicated BI was conducted and meets or exceeds the position sensitivity level of the investigation required for the position. However,

- a. The prior investigation must have been completed within the past 5 years; or
  - b. If the Candidate has an active security clearance (regardless of level), the investigation must have been completed within the past 7 years.
3. The Candidate has not had a break in Federal service of 24 months or more.
  4. The favorable adjudication was based on the criteria in 5 CFR 731, or equivalent.
  5. No new issues have been identified since the favorable adjudication.
  6. Issues identified in the prior BI are compatible with the core duties of the new position, suitability standards, adjudicative guidelines, ASQs, and ATF's mission.
- B. Personnel Security Process When Applying Reciprocity.** If reciprocity is applicable:
1. The Candidate's Personnel Security Package must still be submitted to allow the PSD to conduct a pre-employment screening; and
  2. A Request for Temporary Eligibility to Hold a Sensitive Position will not be processed.

#### **Denial or Disapproval of Access to ATF Information, IT Systems, and/or Unescorted Access to Facilities**

- A. Notification to CO/COR.** In the event that a Candidate is denied or disapproved for access to ATF information, IT systems, and/or unescorted access to ATF facilities due to issues found during the BI, the PSD will notify the CO/COR.
- B. Notification to Contractor.** The CO/COR will notify the Contractor when a Candidate's access is denied or disapproved; and the CO/COR may request that the Contractor provide another Candidate for consideration.

#### **Privacy Act Requests**

- A. Request for Copy of a BI File.** Once the PSD makes a favorable or unfavorable adjudicative determination, a Candidate may receive a copy of his/her BI file by submitting a written Privacy Act request. The request must be addressed to the Disclosure Division, Bureau of Alcohol, Tobacco, Firearms and Explosives,
- 99 New York Avenue, NE, Suite 4E-301, Washington, DC 20226.

- B. Monetary Costs Associated with Privacy Act Request.** It is the responsibility of the Candidate to assume all monetary costs associated with such request.

#### **Escorted Access in ATF Facilities**

- A. Determination That Only Escorted Access in ATF Facilities is Required.** In those instances, where the Contractor believes that its employees will only require escorted access in ATF facilities and will not need unescorted access to ATF facilities, or access to any unclassified sensitive ATF information or IT systems, the Contractor shall notify the CO/COR. The CO/COR will then apprise the PSD of the Contractor's initial determination and provide the reasons for the determination. The PSD, in consultation with the CO/COR, will make the final determination whether the personnel security process will be conducted on the Candidate.
- B. Police Check Inquiries for Candidate's with Escorted Access in ATF Facilities.** When the PSD determines that the Candidate will only require escorted access to ATF facilities and/or ATF construction sites, or will only be provided with access to low risk, non-sensitive ATF information (e.g., information that does not adversely affect the conduct of Federal programs or the privacy to which individuals are entitled), the Candidate will undergo a criminal history check in lieu of the personnel security process.
1. ATF's Physical Security Programs Branch or the respective ATF field division/office is responsible for conducting police check inquiries and making a favorable or unfavorable determination whether to grant the Candidate escorted access to ATF facilities.
  2. A police check inquiry is a separate procedure from the personnel security process and cannot be used as a substitution for the process; or as a temporary measure to grant access prior to the completion of the personnel security process.

#### **Non-Disclosure Agreement for Access to Unclassified Sensitive Information**

A. **Agreement to Safeguard Unclassified Sensitive ATF Information.** All Candidates are required to formally acknowledge their obligation to safeguard unclassified sensitive ATF information and their understanding of the penalties imposed for making an unauthorized disclosure of such information.

B. **Acknowledgement of Agreement.** Candidates make this acknowledgement promptly after entering on duty by completing a certification through ATF's Justice Talent Management System (JTMS) or completing ATF F 8800.6, Non-Disclosure Agreement for Access to Unclassified Sensitive Information.

**Eligibility to Access Classified National Security Information (NSI)**

A. **Addendum to Contract to Authorize Access to Classified NSI.** This Contract, in and of itself, does not authorize a Candidate access to classified NSI. However, if an addendum (A1) is included with this Contract, access to classified NSI may be authorized at the level outlined in the addendum.

B. **Contract Modification to Include Access to Classified NSI.** If the Contractor, CO or COR believe that access to NSI is required after the contract is awarded, the PSD will assess the requirements and determine if access to NSI is required and at which level (Secret, Top Secret, or Top Secret – Sensitive Compartmented Information). If the PSD determines that access to NSI is required, the contract must be modified to incorporate the addendum (A1) depending on the required access level.

**Periodic Reinvestigations**

A. **Contractor Personnel Must Undergo Periodic Background Reinvestigations.** In accordance with the Federal Investigative Standards and the Department of Justice's (DOJ) Contractor Security Requirements, DOJ 1700.01, once under contract with ATF, Contractor personnel are required to undergo a periodic background reinvestigation every 5 years.

B. **Notification When Periodic Reinvestigation is Due.** All ATF Contractor personnel will be contacted directly and/or through the ATF CO/COR by the PSD when they are due for their reinvestigations. Contractor personnel must comply with all reinvestigation requirements and requests.

C. Failure to comply with reinvestigation requirements may result in termination of access to ATF information, IT systems and/or facilities and therefore have a negative effect on the individual's ability to provide services to ATF.

**Continuous Evaluation**

A. Contractor personnel may be submitted into continuous evaluation (CE) programs (i.e., Federal Bureau of Investigation's Rap Back, Office of Director of National Intelligence, or any other Federally approved program). CE allows agencies to continuously monitor contractor personnel for criminal activities, civil actions and/or other conduct that may raise concerns regarding the contractor personnel's continued suitability for contract employment with ATF.

*(End of Clause)*

**ATF-50 LIMITATIONS ON SUBCONTRACTING UNDER SMALL BUSINESS SET-ASIDES (May 24, 2019)**

In conjunction with the requirements of FAR 52.219-14, *Limitations on Subcontracting*, contractors shall certify the level of subcontracting proposed, prior to award of any portion of the contract set-aside or partially set-aside for a small business or 8(a) participant. Contractors shall also certify the level of subcontracting actually achieved prior to exercising any option period.

*(Offerors shall indicate "N/A" for lines that are Not Applicable.)*

1) **Services (except construction).** Offeror's/Contractor's proposed contract performance for its personnel shall be: \_\_\_\_\_ *(must be at least 50%).*

2) **Supplies (other than procurement from a non-manufacturer of such supplies).** Offeror's/Contractor's proposed contract performance for its cost of manufacturing the supplies, excluding the cost of materials shall be: \_\_\_\_\_ *(must be at least 50%).*

3) **General construction.** Offeror's/Contractor's proposed contract performance, excluding the cost of materials, with its own employees shall be: \_\_\_\_\_ *(must be at least 15%).*

4) **Construction by special trade contractors.** Offeror's/Contractor's proposed contract performance, excluding the cost of materials, with its own employees shall be: \_\_\_\_\_ (must be at least 25%).

(End of Clause)

2852.222-70 Domestic Violence, Sexual Assault, and Stalking (DEC 2014)

---

(a) It is DOJ policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in “*DOJ Policy Statement 1200.02, Federal Workforce Responses to Domestic Violence, Sexual Assault, and Stalking*,” available in full for public viewing at: <http://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplace-responses-to-domesticviolence-sexualassault-stalking.pdf>.

Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all Vendor employees and employees of subcontractors who will be assigned to work on DOJ premises.

(b) Upon contract award, DOJ will provide the Contractor with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking for the component or components where the Contractor will be performing. The Contractor agrees to inform its employees and employees of subcontractors, who will be assigned to work on DOJ premises, with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking.

(End of Clause)

2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (NOV 2020)

---

(a) “Unsafe condition” as used in this clause means the actual or potential exposure of Contractor or Government employees to a hazardous material.

(b) “Hazardous Material” as used in this clause includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract), any other potentially hazardous material requiring safety controls, or any other material or working condition designated as hazardous by the Contracting Officer's Representative (COR).

(c) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require Contractors to apprise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.

(d) Prior to commencement of work, Contractors are required to inspect for and report to the Contracting Officer the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.

(e) If during the performance of the work under this contract, the Contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the Contractor shall immediately notify the Contracting Officer, or designee (with written notice provided not later than three (3) working days thereafter), of the existence of an unsafe condition. Such notice shall include the Contractor's recommendations for the protection and the safety of Government, Contractor and subcontractor personnel and property that may be exposed to the unsafe condition.

(f) When the Government receives notice of an unsafe condition from the Contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.

(g) Nothing contained in this clause shall relieve the Contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.

(End of Clause)

DOJ-05 Security of Department Information and Systems (APR 2015)

---

I. Applicability to Contractors and Subcontractors

This clause applies to all contractors and subcontractors, including cloud service providers (“CSPs”), and personnel of contractors, subcontractors, and CSPs (hereinafter collectively, “Contractor”) that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information. It establishes and implements specific DOJ requirements applicable to this Contract. The requirements established herein are in addition to those required by the Federal Acquisition Regulation (“FAR”), including FAR 11.002(g) and 52.239-1, the Privacy Act of 1974, and any other applicable laws, mandates, Procurement Guidance Documents, and Executive Orders pertaining to the development and operation of Information Systems and the protection of Government Information. This clause does not alter or diminish any existing rights, obligation or liability under any other civil and/or criminal law, rule, regulation or mandate.

II. General Definitions

The following general definitions apply to this clause. Specific definitions also apply as set forth in other paragraphs.

A. Information means any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information includes information in an electronic format that allows it be stored, retrieved or transmitted, also referred to as “data,” and “personally identifiable information” (“PII”), regardless of form.

B. Personally Identifiable Information (or PII) means any information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity, such as his or her name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

C. DOJ Information means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, Information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired in order to perform the contract.

D. Information System means any resources, or set of resources organized for accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of (hereinafter collectively, “processing, storing, or transmitting”) Information.

E. Covered Information System means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information.

### III. Confidentiality and Non-disclosure of DOJ Information

A. Preliminary and final deliverables and all associated working papers and material generated by Contractor containing DOJ Information are the property of the U.S. Government and must be submitted to the Contracting Officer (“CO”) or the CO’s Representative (“COR”) at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14.

B. All documents produced in the performance of this contract containing DOJ Information are the property of the U.S. Government and Contractor shall neither reproduce nor release to any third-party at any time, including during or at expiration or termination of the contract without the prior written permission of the CO.

C. Any DOJ information made available to Contractor under this contract shall be used only for the purpose of performance of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In performance of this contract, Contractor assumes responsibility for the protection of the confidentiality of any and all DOJ Information processed, stored, or transmitted by the Contractor. When requested by the CO (typically no more than annually), Contractor shall provide a report to the CO identifying, to the best of Contractor’s knowledge and belief, the type, amount, and level of sensitivity of the DOJ Information processed, stored, or transmitted under the Contract, including an estimate of the number of individuals for whom PII has been processed, stored or transmitted under the Contract and whether such information includes social security numbers (in whole or in part).

### IV. Compliance with Information Technology Security Policies, Procedures and Requirements

A. For all Covered Information Systems, Contractor shall comply with all security requirements, including but not limited to the regulations and guidance found in the Federal Information Security Management Act of 2014 (“FISMA”), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology (“NIST”) Special Publications (“SP”), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards (“FIPS”) Publications 140-2, 199, and 200, OMB Memoranda, Federal Risk and Authorization Management Program (“FedRAMP”), DOJ IT Security Standards, including DOJ Order 2640.2, as amended. These requirements include but are not limited to:

1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise;

2. Providing security awareness training including, but not limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems;
3. Creating, protecting, and retaining Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information;
4. Maintaining authorizations to operate any Covered Information System;
5. Performing continuous monitoring on all Covered Information Systems;
6. Establishing and maintaining baseline configurations and inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Information Systems;
7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups;
8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods where required;
9. Establishing an operational incident handling capability for Covered Information Systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and reporting incidents to appropriate officials and authorities within Contractor's organization and the DOJ;
10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance;
12. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media;
13. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized U.S. citizens unless a waiver has been granted by the Contracting Officer ("CO"), and protecting the physical facilities and support infrastructure for such Information Systems;
14. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards;
15. Assessing the risk to DOJ Information in Covered Information Systems periodically, including scanning for vulnerabilities and remediating such vulnerabilities in accordance with DOJ policy and ensuring the timely removal of assets no longer supported by the Contractor;
16. Assessing the security controls of Covered Information Systems periodically to determine if the controls are effective in their application, developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Information Systems, and monitoring security controls on an ongoing basis to ensure the continued effectiveness of the controls;
17. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security; and
18. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate action in response.

B. Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an Authority to Operate (“ATO”) for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. The DOJ standards and requirements for obtaining an ATO may be found at DOJ Order 2640.2, as amended. (For Cloud Computing Systems, see Section V, below.)

C. Contractor shall ensure that no Non-U.S. citizen accesses or assists in the development, operation, management, or maintenance of any DOJ Information System, unless a waiver has been granted by the by the DOJ Component Head (or his or her designee) responsible for the DOJ Information System, the DOJ Chief Information Officer, and the DOJ Security Officer.

D. When requested by the DOJ CO or COR, or other DOJ official as described below, in connection with DOJ’s efforts to ensure compliance with security requirements and to maintain and safeguard against threats and hazards to the security, confidentiality, integrity, and availability of DOJ Information, Contractor shall provide DOJ, including the Office of Inspector General (“OIG”) and Federal law enforcement components, (1) access to any and all information and records, including electronic information, regarding a Covered Information System, and (2) physical access to Contractor’s facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data reviews by DOJ or agents acting on behalf of DOJ, and such access shall be provided within 72 hours of the request. Additionally, Contractor shall cooperate with DOJ’s efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of DOJ Information.

E. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause is prohibited until Contractor provides a letter to the DOJ CO, and obtains the CO’s approval, certifying compliance with the following requirements:

1. Media must be encrypted using a NIST FIPS 140-2 approved product;
2. Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Where applicable, media must utilize antivirus software and a host- based firewall mechanism;
4. Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information is sensitive information unless specifically designated as non-sensitive by the DOJ; and,
5. A Rules of Behavior (“ROB”) form must be signed by users. These rules must address, at a minimum, authorized and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the user that he or she has no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.

F. Contractor-owned removable media containing DOJ Information shall not be removed from DOJ facilities without prior approval of the DOJ CO or COR.

G. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with DOJ security requirements.

H. Contractor must keep an accurate inventory of digital or electronic media used in the performance of DOJ contracts.

I. Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 15 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned to the DOJ in a format and form acceptable to the DOJ. The removal and return of all DOJ Information must be accomplished in accordance with DOJ IT Security Standard requirements, and an official of the Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 15 days of the removal and return of all DOJ Information.

J. DOJ, at its discretion, may suspend Contractor’s access to any DOJ Information, or terminate the contract, when DOJ suspects that Contractor has failed to comply with any security requirement, or in the event of an Information System

Security Incident (see Section V.E. below), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to the DOJ, and that upon request by the CO, Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at Contractor's expense.

## V. Cloud Computing

A. Cloud Computing means an Information System having the essential characteristics described in NIST SP 800-145, The NIST Definition of Cloud Computing. For the sake of this provision and clause, Cloud Computing includes Software as a Service, Platform as a Service, and Infrastructure as a Service, and deployment in a Private Cloud, Community Cloud, Public Cloud, or Hybrid Cloud.

B. Contractor may not utilize the Cloud system of any CSP unless:

1. The Cloud system and CSP have been evaluated and approved by a 3PAO certified under FedRAMP and Contractor has provided the most current Security Assessment Report ("SAR") to the DOJ CO for consideration as part of Contractor's overall System Security Plan, and any subsequent SARs within 30 days of issuance, and has received an ATO from the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under contract; or,
2. If not certified under FedRAMP, the Cloud System and CSP have received an ATO signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under the contract.

C. Contractor must ensure that the CSP allows DOJ to access and retrieve any DOJ Information processed, stored or transmitted in a Cloud system under this Contract within a reasonable time of any such request, but in no event less than 48 hours from the request. To ensure that the DOJ can fully and appropriately search and retrieve DOJ Information from the Cloud system, access shall include any schemas, meta-data, and other associated data artifacts.

## VI. Information System Security Breach or Incident

### A. Definitions

1. Confirmed Security Breach (hereinafter, "Confirmed Breach") means any confirmed unauthorized exposure, loss of control, compromise, exfiltration, manipulation, disclosure, acquisition, or accessing of any Covered Information System or any DOJ Information accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system.
2. Potential Security Breach (hereinafter, "Potential Breach") means any suspected, but unconfirmed, Covered Information System Security Breach.
3. Security Incident means any Confirmed or Potential Covered Information System Security Breach.

B. Confirmed Breach. Contractor shall immediately (and in no event later than within 1 hour of discovery) report any Confirmed Breach to the DOJ CO and the CO's Representative ("COR"). If the Confirmed Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call DOJ-CERT at 1-866-US4-CERT (1-866-874-2378) immediately (and in no event later than within 1 hour of discovery of the Confirmed Breach), and shall notify the CO and COR as soon as practicable.

### C. Potential Breach.

1. Contractor shall report any Potential Breach within 72 hours of detection to the DOJ CO and the COR, unless Contractor has (a) completed its investigation of the Potential Breach in accordance with its own internal policies and procedures for identification, investigation and mitigation of Security Incidents and (b) determined that there has been no Confirmed Breach.
2. If Contractor has not made a determination within 72 hours of detection of the Potential Breach whether an Confirmed Breach has occurred, Contractor shall report the Potential Breach to the DOJ CO and COR within one-

hour (i.e., 73 hours from detection of the Potential Breach). If the time by which to report the Potential Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call the DOJ Computer Emergency Readiness Team (DOJ-CERT) at 1-866-US4-CERT (1-866-874-2378) within one-hour (i.e., 73 hours from detection of the Potential Breach) and contact the DOJ CO and COR as soon as practicable.

D. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify (1) both the Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII, (2) all steps and processes being undertaken by Contractor to minimize, remedy, and/or investigate the Security Incident, (3) any and all other information as required by the US- CERT Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and (4) any other information specifically requested by the DOJ. Contractor shall continue to provide written updates to the DOJ CO regarding the status of the Security Incident at least every three (3) calendar days until informed otherwise by the DOJ CO.

E. All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials or the DOJ Core Management Team at DOJ's discretion.

F. Upon notification of a Security Incident in accordance with this section, Contractor must provide to DOJ full access to any affected or potentially affected facility and/or Information System, including access by the DOJ OIG and Federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

G. DOJ, at its sole discretion, may obtain, and Contractor will permit, the assistance of other federal agencies and/or third party contractors or firms to aid in response activities related to any Security Incident. Additionally, DOJ, at its sole discretion, may require Contractor to retain, at Contractor's expense, a Third Party Assessing Organization (3PAO), acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Information Systems.

H. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

#### VII. Personally Identifiable Information Notification Requirement

Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose Personally Identifiable Information ("PII") was, or is reasonably determined by DOJ to have been, compromised. Any notification shall be coordinated with the DOJ CO and shall not proceed until the DOJ has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by Contractor shall be coordinated with, and subject to the approval of, DOJ. Contractor shall be responsible for taking corrective action consistent with DOJ Data Breach Notification Procedures and as directed by the DOJ CO, including all costs and expenses associated with such corrective action, which may include providing credit monitoring to any individuals whose PII was actually or potentially compromised.

#### VIII. Pass-through of Security Requirements to Subcontractors and CSPs

The requirements set forth in the preceding paragraphs of this clause apply to all subcontractors and CSPs who perform work in connection with this Contract, including any CSP providing services for any other CSP under this Contract, and Contractor shall flow down this clause to all subcontractors and CSPs performing under this contract.

Any breach by any subcontractor or CSP of any of the provisions set forth in this clause will be attributed to Contractor.

(End of Clause)

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.

(End of Clause)

**ATF-25 OBSERVANCE OF LEGAL HOLIDAYS / FEDERAL NON-WORK DAYS (Revised June 2021)**

---

The following Federal Holidays are observed by ATF: New Year's Day, Birthday of Dr. Martin Luther King, Jr., Presidents' Day, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day. 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 national figures, holidays declared by Presidential order, or funding lapses). Contractor staff shall not work if the Government is closed unless the Contracting Officer (CO) has given prior approval. 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 Contracting Officer's Representative and final approval of the Administrative CO, if applicable.

(End of Clause)

## Section I - Contract Clauses

### Clauses By Reference

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

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov)

Clause	Title	Fill-ins (if applicable)
52.202-1	Definitions (Jun 2020)	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	
52.203-7	Anti-Kickback Procedures (Jun 2020)	
52.203-3	Gratuities (Apr 1984)	
52.232-11	Extras (Apr 1984)	
52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)	
52.242-13	Bankruptcy (July 1995)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.204-7	System for Award Management (Oct 2018)	
52.219-14	Limitations on Subcontracting (Oct 2022)	
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020)	
52.244-6	Subcontracts for Commercial Products and Commercial Services (Mar 2023)	
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	

### Clauses By Full Text

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es):

[www.acquisitions.gov](http://www.acquisitions.gov)

---



---

*[Insert one or more Internet addresses]*

(End of clause)

## Section I Contract Clauses (FAR Clauses Required Depending on Solicitation/Contract)

---

### DOJ-02 Contractor Privacy Requirements (JAN 2022)

---

#### A. Limiting Access to Privacy Act and Other Sensitive Information

##### *(1) Privacy Act Information*

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984) and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DOJ system of records notices (SORNs) applicable to this Privacy Act information may be found at <https://www.justice.gov/opcl/doj-systems-records>. [1] Applicable SORNs published by other agencies may be accessed through those agencies' websites or by searching the Federal Digital System (FDsys) available at <http://www.gpo.gov/fdsys/>. SORNs may be updated at any time.

##### *(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment*

Except where use of Contractor networks, IT, other equipment, or Workplace as a Service (WaaS) is specifically authorized within this contract, the Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or WaaS and Government information shall remain within the confines of authorized Government networks at all times. Any handling of Government information on Contractor networks or IT must be approved by the Senior Component Official for Privacy of the component entering into this contract. Except where remote work is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of remote work authorizations.

##### *(3) Prior Approval Required to Hire Subcontractors*

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

##### *(4) Separation Checklist for Contractor Employees*

The Contractor shall complete and submit an appropriate separation checklist to the Contracting Officer before any employee or Subcontractor employee terminates working on the contract. The Contractor must submit the separation checklist on or before the last day of employment or work on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposition of personally identifiable information (PII)[2], in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to PII or other sensitive information.

In the event of adverse job actions resulting in the dismissal of a Contractor or Subcontractor employee before the separation checklist can be completed, the Prime Contractor must notify the Contracting Officer within 24 hours and confirm receipt of the notification. In the case the Contractor is unable to notify the Contracting Officer, then the Contractor should notify the Contract Officer's Representative (COR).

Contractors must complete the separation checklist with the Contracting Officer or COR by returning all Government-furnished property including, but not limited to, computer equipment, media, credentials and passports, smart cards, mobile devices, Personal Identity Verification (PIV) cards, calling cards, and keys and terminating access to all user accounts and systems. Unless the Contracting Officer requests otherwise, the relevant Program Manager or other Key Personnel designated by the Contracting Officer or COR may facilitate the return of equipment.

## B. Privacy Training, Safeguarding, and Remediation

### *(1) Required Security and Privacy Training for Contractors*

The Contractor must ensure that all employees take appropriate privacy training, including Subcontractors who have access to PII as well as the creation, use, dissemination and/or destruction of PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle PII, including heightened security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of PII. These courses, along with more information about DOJ security and training requirements for Contractors, are available at <https://www.justice.gov/jmd/learndoj>. The Federal Information Security Modernization Act of 2014 (FISMA) requires all individuals accessing DOJ information to complete training on records management, cybersecurity awareness, and information system privacy awareness. Contractor employees are required to sign the "Privacy Rules of Behavior," acknowledging and agreeing to abide by privacy law, policy, and certain privacy safeguards, prior to accessing DOJ information. These Rules of Behavior are made available to all new users of DOJ's computer network and to trainees at the conclusion of DOJ-OPCL-CS-0005.

The Contractor should maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required privacy and cybersecurity training.

### *(2) Safeguarding PII Requirements*

Contractor employees must comply with DOJ Order 0904 and other guidance published to the publicly-available Office of Privacy and Civil Liberties (OPCL) Resources page[3] relating to the safeguarding of PII, including the use of additional controls to safeguard sensitive PII (e.g., the encryption of sensitive PII). This requirement flows down from the Prime Contractor to all Subcontractors and lower tiered subcontracts.

### *(3) Non-Disclosure Agreement Requirement*

Prior to commencing work, all Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (NDA) and the DOJ IT Rules of Behavior. The Non-Disclosure Agreement:

- (a) prohibits the Contractor from retaining or divulging any PII or other sensitive information, or derivatives therefrom, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing; and
- (b) requires the Contractor to report any loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII or other sensitive information to the component-level or headquarters Security Operations Center within one (1) hour of discovery.

The Contractor should maintain signed copies of the NDA for all employees as a record of compliance. The Contractor should also provide copies of each employee's signed NDA to the Contracting Officer before the employee may commence work under the contract/task order.

### *(4) Prohibition on Use of PII in Vendor Billing and Administrative Records*

The Contractor's invoicing, billing, and other financial or administrative records or databases is not authorized to regularly store or include any sensitive PII or other confidential government information that is created, obtained, or provided during

the performance of the contract without the written permission of the Senior Component Official for Privacy (SCOP). It is acceptable to list the names, titles and contact information for the Contracting Officer, COR, or other personnel associated with the administration of the contract in the invoices as needed.

*(5) Reporting Actual or Suspected Data Breach*

Contractors must report any actual or suspected breach of PII within one hour of discovery.[4] A “breach” is an incident or occurrence that involves the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The report of a breach must be made to DOJ. The Contractor must cooperate with DOJ’s inquiry into the incident and efforts to minimize risks to DOJ or individuals, including remediating any harm to potential victims.

(a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01[5], Reporting and Response Procedures for a Breach of Personally Identifiable Information.

(b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial discovery.

(c) The Contractor must provide a written report to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:

- (i) Narrative or detailed description of the events surrounding the suspected loss or compromise of information.[6]  
Date, time, and location of the incident.
- (ii) Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.
- (iii) Contractor’s assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.[7]
- (iv) Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- (v) Cause of the incident and whether the company’s security plan was followed and, if not, which specific provisions were not followed.[8]
- (vi) Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- (vii) Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

(d) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(e) At the Government’s discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access PII or to work on that contract based on their actions related to the loss or compromise of PII.

*(6) Victim Remediation*

At DOJ’s request, the Contractor is responsible for notifying victims and providing victim remediation services in the event of a breach of PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose PII was lost or compromised. When DOJ requests notification, the Department Chief Privacy and Civil Liberties Officer and SCOP will direct the Contractor on the method and content of such notification to be sent to individuals whose PII was breached. By performing this work, the Contractor agrees to full cooperation in the event of a breach. The Contractor should be self-insured to the extent necessary to handle any reasonably foreseeable breach, with another source of income, to fully cover the costs of breach response, including but not limited to victim remediation.

**C. Government Records Training, Ownership, and Management**

*(1) Records Management Training and Compliance*

(a) The Contractor must ensure that all employees and Subcontractors that have access to PII as well as to those involved in the creation, use, dissemination and/or destruction of PII take the *DOJ Records and Information Training for New Employees (RIM)* training course or another training approved by the Contracting Officer or COR. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. The Contractor shall maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records containing PII and those covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

*(2) Records Creation, Ownership, and Disposition*

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency information. The Contractor shall certify, in writing, the appropriate disposition or return of all Government information at the conclusion of the contract or at a time otherwise specified in the contract. In accordance with 36 CFR 1222.32, the Contractor shall maintain and manage all Federal records created in the course of performing the contract in accordance with Federal law. Records may not be removed from the legal custody of DOJ or destroyed except in accordance with the provisions of the agency records schedules.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and may be considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

**D. Data Privacy and Oversight**

*(1) Restrictions on Testing or Training Using Real Data Containing PII*

The use of real data containing PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible.

*(2) Requirements for Contractor IT Systems Hosting Government Data*

The Contractor is required to obtain an Authority To Operate (ATO) for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

*(3) Requirement to Support Privacy Compliance*

(a) If this contract requires the development, maintenance or administration of information technology[9], the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IPA is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IPA asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project[10] to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IPAs, PIAs, and SORNs, is located on the DOJ

OPCL website (<https://dojnet.doj.gov/privacy/>), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy risk assessment and documentation, the Contractor shall provide adequate support to DOJ to ensure DOJ can complete any required assessment, and IPA, PIA, SORN, or other supporting documentation to support privacy compliance. The Contractor shall work with personnel from the program office, OPCL, the Office of the Chief Information Officer (OCIO), and the Office of Records Management and Policy to ensure that the privacy assessments and documentation are kept on schedule, that the answers to questions in the documents are thorough and complete, and that questions asked by the OPCL and other offices are answered in a timely fashion. The Contractor must ensure the completion of required PIAs and documentation of privacy controls consistent with federal law and standards, e.g. NIST 800-53, Rev. 5; and compliance with the Privacy Act of 1974, E-Government Act of 2002, Federal Information Security Modernization Act of 2014, and key OMB guidelines, e.g., OMB Circular A-130.

[1] “[T]he term ‘record’ means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.” 5 U.S.C. § 552a(a)(4). “[T]he term ‘system of records’ means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.” 5 U.S.C. § 552a(a)(5).

[2] As stated in FAR 52.224-3 and Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource (2016), “‘personally identifiable information’ means information that can be used to distinguish or trace an individual’s identity, either alone or when combined with other information that is linked or linkable to a specific individual.” Regarding “sensitive PII,” “[t]he sensitivity level of the PII will depend on the context, including the purpose for which the PII is created, collected, used, processed, stored, maintained, disseminated, disclosed, or disposed. For example, the sensitivity level of a list of individuals’ names may depend on the source of the information, the other information associated with the list, the intended use of the information, the ways in which the information will be processed and shared, and the ability to access the information.” OMB Circular A-130, at App. II-2.

[3] The DOJ OPCL Resources page is available at <https://www.justice.gov/opcl/resources>.

[4] As stated in DOJ Instruction 0900, “Contractors must notify the Contracting Officer, the Contracting Officer’s Representative, and JSOC (or component-level SOC) within 1 hour of discovering any incidents, including breaches, consistent with this Instruction, guidance issued by the CPCLO, NIST standards and guidelines, and the US-CERT notification guidelines.”

[5] <https://www.justice.gov/file/4336/download>

[6] As stated in DOJ Instruction 0900, the description should include the type of information that constitutes PII; purpose for which PII is collected, maintained, and used; extent to which PII identifies a peculiarly vulnerable population; the determination of whether the information was properly encrypted or rendered partially or completely inaccessible by other means; format of PII (e.g., whether PII was structured or unstructured); length of time PII was exposed; any evidence confirming that PII is being misused or that it was never accessed.

[7] As stated in DOJ Instruction 0900, the report should include the nature of the cyber threat (e.g., Advanced Persistent Threat, Zero Day Threat, data exfiltration) for cyber incidents.

[8] As stated in DOJ Instruction 0900, the report should include analysis on whether the data is accessible, usable, and intentionally targeted.

[9] As defined in 40 U.S.C. § 11101, the term “information technology” means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use (i) of that equipment or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product; includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.

[10] In this instance, the term “project” is used to scope the activities (e.g., creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, or disposing of information) covered by an IPA. A project is intended to be technology-neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other activity that may create potential privacy issues or privacy risks that would benefit from an IPA. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL.

(End of Clause)

## DOJ-01 Whistleblower Information Distribution (Oct 2021)

Within 30 days of contract award, the contractor and its subcontractors must distribute the “Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors” (“Whistleblower Information”) document to their employees performing work in support of the products and services delivered under this contract (<https://oig.justice.gov/sites/default/files/2020-04/NDAABrochure.pdf>). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.908 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required.

(End of Clause)

## 52.246-25 Limitation of Liability-Services (Feb 1997)

(a) Except as provided in paragraphs (b) and (c) of this clause, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that-

(1) Occurs after Government acceptance of services performed under this contract; and

(2) Results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of-

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

## 52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from TBD through TBD [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

- (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or
  - (ii) Distributes the delivery order or task order via email to the Contractor's email address.
- (d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

#### 52.216-19 Order Limitations (Oct 1995)

---

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 10 [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of 2500 [*insert dollar figure or quantity*];
- (2) Any order for a combination of items in excess of 12500 [*insert dollar figure or quantity*]; or
- (3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 Indefinite Quantity (Oct 1995)

---

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after six (6) Months [*insert date*].

(End of clause)

#### 52.217-8 Option to Extend Services (Nov 1999)

---

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option

provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

---

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

---

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days [*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 30 days 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 66 months (months) (years).

(End of clause)

---

52.223-2 Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)

---

(a) In the performance of this contract, the contractor shall make maximum use of biobased products that are United States Department of Agriculture (USDA)-designated items unless--

(1) The product cannot be acquired--

(i) Competitively within a time frame providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) The product is to be used in an application covered by a USDA categorical exemption (see 7 CFR 3201.3(e)). For example, all USDA-designated items are exempt from the preferred procurement requirement for the following:

(i) Spacecraft system and launch support equipment.

(ii) Military equipment, *i.e.*, a product or system designed or procured for combat or combat-related missions.

(b) Information about this requirement and these products is available at <http://www.biopreferred.gov>.

(c) In the performance of this contract, the Contractor shall--

(1) Report to <http://www.sam.gov>, with a copy to the Contracting Officer, on the product types and dollar value of any USDA-designated biobased products purchased by the Contractor during the previous Government fiscal year, between October 1 and September 30; and

(2) Submit this report no later than--

(i) October 31 of each year during contract performance; and

(ii) At the end of contract performance.

(End of clause)

---

52.203-6 Alt I Restrictions on Subcontractor Sales to the Government (Jun 2020) - Alternate I (Nov 2021)

---

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial products or commercial services, the prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial product(s) and commercial service(s).

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award.

(End of clause)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021)

---

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

"Covered article" means any hardware, software, or service that--

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

"Covered entity" means--

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from--

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:

(i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

#### 52.232-4 Payments under Transportation Contracts and Transportation-Related Services Contracts (Apr 1984)

The Government shall pay the Contractor upon the submission of properly certified invoices or vouchers, the amount due for services rendered and accepted, less deductions, if any, as herein provided.

(End of clause)

#### DOJ-03 Personnel Security Requirements For Contractor Employees (Nov 2021)

Work performed under this contract will involve any one or more of the following: access to DOJ Information, which may include Controlled Unclassified Information (CUI), i.e., unclassified, sensitive DOJ information, and/or access to DOJ Information Technology (IT) systems, and/or unescorted access to DOJ space or facilities. Contractor employees will occupy Public Trust Positions, unless clause alternates are applied.

##### 1. General Requirements

(a) (1) All references to “contract(or) personnel” and “contract(or) employee” in this clause means all individuals, without limitation, to include individuals employed by the contractor, team member, subcontractor, consultant, and/or independent contractor, who will have access to information of the Department of Justice (DOJ) or information that is within the custody and control of the DOJ, access to DOJ IT systems, and/or unescorted access to DOJ facilities/space in connection with the performance of this contract. “Employment” as used herein does not create nor imply an employer/employee relationship between the DOJ and contractor employees.

(b) (1) The type of security investigation required for each contractor employee will be governed by the type and risk level of information made available to the contractor employee. The contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the Security Programs Manager (SPM), in consultation with the Contracting Officer’s Representative if one is appointed, have received the requisite security

(c) Except where specifically noted otherwise, the federal government will be responsible for the cost and conduct of the investigation.

(d) The contractor shall ensure that no contractor employee commences performance prior to receipt of a written authorization from the contracting officer, COR, or the SPM that performance by the respective contractor employee is authorized.

(e) The data and other information to which the contractor may have access as a result of this contract is the property of, and/or within the custody and control of, the Department, and its disclosure to third parties is governed by various statutes and regulations, the violation of which may subject the discloser to criminal

##### 2. Citizenship and Residency Requirements

(a) *Residency Requirement.* (1) Contractor employees in Public Trust positions, both U.S. citizens and non-U.S. citizens, must meet the Department’s residency requirement if they will require access to DOJ information, IT systems, or unescorted access to facilities. For three years (not necessarily consecutive years) out of the last five years immediately prior to employment under the Department contract the contractor employee must have: (i) resided in the U.S.; (ii) worked for the U.S. in a foreign country as either an employee

or contractor in a federal civilian or military capacity; or, (iii) been a dependent of a federal civilian or military employee or contractor working for the U.S. in a foreign country. At the Department's sole discretion, the residency requirement may be waived by the Department Security Officer (DSO) for contractor employees on a case-by-case basis where justified by extenuating circumstances.

The residency requirement does not apply to contractor employees residing in foreign countries that are hired to work in American embassies/consulates/missions located outside of the United States and who require access to DOJ information, IT systems, or unescorted access *provided that* an adequate background investigation can be conducted, with favorable adjudication, as determined by the DSO.

(b) *Citizenship.* (1) Aside from the specific exceptions set forth in Section 1.2(b)(2), for Public Trust positions, the DOJ requires that contractor employees be U.S. citizens and nationals, or lawful permanent residents seeking U.S. citizenship. Any prospective non-U.S. citizen contractor employee who requires access to DOJ information systems, DOJ information, and/or unescorted facilities access must also have been granted a waiver as described below in paragraphs 1.2(d) and/or (e). The contractor is responsible for verifying that the non-U.S. citizens working under this contract are lawful permanent residents seeking U.S.

(2) *Exception for Certain Non-U.S. Citizen Contractor Employees:* (i) Non-U.S. citizen expert witnesses, litigative consultants, and interpreters in rare foreign languages are not required to be lawful permanent residents seeking U.S. citizenship. However, they must be granted a waiver for access to unclassified DOJ information, whether CUI or not, DOJ IT systems, and/or unescorted facility access, as described below in paragraph 1.2(d) and (e), regardless of the duration of their duties. (ii) Non-U.S. Citizen contractor employees residing in foreign countries who are hired to work for the Department of Justice in American embassies/consulates/missions outside of the United States are not required to be lawful permanent residents seeking U.S. citizenship.

(c) *Dual Citizenship.* (1) S. citizens who hold dual citizenship with a foreign country are considered U.S. citizens within the meaning of this clause, and may be considered for, but are not entitled to, contract employment as U.S. citizens consistent with this clause. The means by which the contractor employee obtained or exercises his or her dual citizenship status will be a consideration in the Public Trust Investigation (PTI) adjudication, and/or waiver approval processes discussed in this clause.

(d) *Access to DOJ Information Technology Systems.* Non-U.S. citizens are not authorized to access DOJ information technology (IT) systems or assist in the development, operation, management, or maintenance of DOJ IT systems, including providing IT system support, unless a waiver has been granted by the Head of the DOJ component or designee, with the prior concurrence of both the DSO and the DOJ Chief Information Officer, allowing computer access by the non-U.S. citizen. Such a waiver will be granted only in exceptional and unique circumstances on a case-by-case basis. It should be noted that the Justice Consolidated Office Network (JCON) is a sensitive DOJ IT system and any contractor employee who will need access to JCON must be a U.S. citizen or have received a waiver. In order for a waiver to be considered for approval: (1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; (2) The type of personnel security vetting that has been conducted on the individual, and vetting results, that would mitigate risk; and (3) The waiver must be in the best interest of the federal government.

(e) *Access to Unclassified DOJ Information and Unescorted Access to DOJ Facilities or Space.* (1) Except as provided under 1.2(b)(2), non-U.S. citizens are not authorized to access DOJ information and/or unescorted access to DOJ facilities or space, unless a waiver has been granted by the DSO, allowing access by the non-U.S. citizen. Such a waiver will be granted on a case-by-case basis where justified at the discretion of the DSO.

### 3. Background Investigation Requirements

(a) (1) Unless otherwise stated below, all contractor personnel are subject to a Public Trust Investigation (PTI). The SPM will determine the type of investigation for each contractor employee based on the risk category (i.e., the nature of the position and degree of harm that could be caused by the individual in that position) and whether the position is long-term or short-term. The PTI risk categories are listed

- (i) High Risk Positions. The minimum background investigation required is a Tier 4 (T4) investigation, and the five-year reinvestigation required is a Tier 4R (T4R) investigation. The 2017 version of the Standard Form (SF) 85P, Questionnaire for Public Trust Positions, is required.
- (ii) Moderate Risk Positions. The minimum background investigation required is a Tier 2 (T2) investigation. The five-year reinvestigation required is a Tier 2R (T2R) investigation. The 2017 version of the SF-85P is
- (iii) Low Risk/Non-Sensitive Positions. The minimum background investigation required for Low Risk/Non-Sensitive positions is a Tier 1 (T1) investigation and the required five-year reinvestigation is also a Tier 1 (T1) investigation. The SF 85, Questionnaire for Non-Sensitive Positions, is

(b) *Exception for Expert Witnesses.* Expert Witnesses, litigative consultants, and interpreters in rare foreign languages may not be subject to full background investigation requirements if alternative security requirements are approved by the DSO.

- (c) *Short-Term U.S. Citizen Contractor Employees.* Other than the exception in Section 1.3(b), short-term contractor employees (6 months or less) who are U.S. citizens are not subject to a full background investigation, however, must receive an approved pre-employment background investigation waiver. The required forms to complete and submit are listed in Section 1.4(b) and (c)(2).
- (d) *Long-Term U.S. Citizen Contractor Employees.* Other than the exception in Section 1.3(b), all long-term U.S. citizen employees (longer than 6 months) are subject to a full background investigation in the risk category appropriate to the position they will hold.
- (e) *Non-U.S. Citizen Contractor Employees.* Other than the exception in 1.3(b), all non-U.S. citizen contractor employees regardless of performance duration (short or long term) are subject to a full background investigation in the risk category appropriate to the position they will hold.
- (f) *Reciprocity.* (1) A Public Trust Investigation will be accepted under reciprocity if it meets the following guidelines: (i) the investigation is current (investigations are considered current if completed within the last five years) and favorably adjudicated, or the reinvestigation has been deferred; (ii) the investigation meets or exceeds the level of investigation required for the DOJ contractual instrument; (iii) there has been no continuous (not cumulative) break in federal contract/service employment of two years or more; (iv) there is no derogatory information since the favorable fitness determination or adjudication that calls into question the individual's fitness based on character or conduct; and (v) the investigative record does not show conduct that is incompatible with the core duties of the new contract position. A "core duty" is a continuing responsibility that is of particular importance to the relevant covered position or the achievement of an agency's mission. Core duties will vary from position to position.

#### 4. Background Investigation Process

- (a) *e-QIP (or its successor).* Public Trust background investigations/reinvestigations of contractor employees will be performed by the DCSA. The investigative process requires contractor employees to complete the Electronic Questionnaires for Investigations Processing (e-QIP) and provide additional information as specified in paragraph 1.4(b) below. Immediately after contract award, the contractor shall designate an employee as its "e-QIP Initiator" and provide the name of this person to the SPM. The e-QIP Initiator must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being given access to e-QIP. After the e-QIP Initiator's security approval is granted, the Contractor will be configured in e-QIP as a sub-agency to DOJ. The contractor will then be responsible for initiating investigations for all contract personnel, whose previous investigation does not meet reciprocity, in e-QIP for completion of the security questionnaire form and forwarding the electronic form with the remainder of the security package to the SPM. Subject to the prior written approval of the SPM, the contractor may designate an e-QIP Initiator for each subcontractor. Subcontractor e-QIP Initiators must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being provided access to e-QIP.
- (b) *Additional Documentation.* (1) In addition to completing the e-QIP questionnaire (see 1.4(a), above), the contractor shall ensure that each contractor employee occupying Public Trust Positions, including short-term employees, completes and submits the following information through the contractor's Corporate Security Officer:
- (i) Digital Fingerprinting/FD-258 Applicant Fingerprint Card. Two sets are required per applicant. The contractor may schedule appointments with the SPM to be digitally fingerprinted; otherwise, fingerprinting by the FBI or other law enforcement entity, as approved by the SPM, is required to ensure the identity of the person being fingerprinted and for printing quality. All pertinent information must be completed by the individual taking the fingerprints (FBI or other). Use of the physical FD-258 Applicant Fingerprint Card should only be used in extenuating circumstances.
  - (ii) DOJ-555 Fair Credit Reporting Act Disclosure. Authorizes DOJ to obtain one or more consumer/credit reports on the individual. This form will be required if the Component SPM determines a credit check is necessary for its Low Risk Level 1 contractor positions.
  - (iii) OF-306, Declaration for Federal Employment.
  - (iv) Foreign National Relatives or Associates Statement. This is only required if foreign national relatives or associates were not disclosed on the security questionnaire form.
  - (v) Self-Reporting Requirements for All Contractor Personnel. This is an acknowledgement and acceptance statement that every contractor must sign.
  - (vi) Additional information as may be required based on the review of the security questionnaire form.

The contractor shall review all forms/documents to ensure each is complete, accurate and meets all DOJ requirements, including applicable residency and citizenship requirements. The contractor shall resolve any issues or discrepancies with the contractor employee, including resubmission of corrected forms or documentation. Completed forms/documents shall be submitted to the SPM (or designee, which may include the COR) within five (5) calendar days after being finalized.

*(c) Adjudication and Pre-Employment Background Investigation Waivers*

(1) Except as set forth in this section, background investigations must be conducted and favorably adjudicated for each contractor employee prior to commencing their work on this contract. Where programmatic needs do not permit the federal government to wait for completion of the entire background investigation, a pre-employment background investigation waiver for public trust contractors can be granted by the SPM, in consultation with the cognizant COR. Pre-employment waivers cannot be used to circumvent delays in clearing classified contractors through the DCSA, if access to classified information is required.

(2) As directed by the SPM, the contractor shall initiate pre-employment waivers for Public Trust Positions when necessary. This may entail performing credit history checks and submission of these checks as part of the security package, including satisfactory resolution of any issues prior to submission to the federal government. A waiver will be disapproved if it develops derogatory information that cannot be resolved in the contractor employee's favor. When a waiver has been disapproved, the CO, in consultation with the SPM and COR, will determine (i) whether the contractor employee will no longer be considered for work on a DOJ contract or (ii) whether to wait for the completion and favorable adjudication of the background investigation before the contractor employee commences work on a Department contract. The pre-employment background investigation waiver requirements include:

1. Verification of citizenship (copy of a birth certificate, naturalization certificate, or U.S. passport);
2. Verification of compliance with the *DOJ Residency Requirement* of this Clause;
3. Favorable review of the security questionnaire form;
4. Favorable FBI fingerprint results;
5. Favorable credit report;
6. Favorable review of the OF-306 form, Declaration for Federal Employment;
7. Verification of the initiation of the appropriate background investigation (for long-term personnel); and
8. Receipt of the signed *DOJ Self-Reporting Requirements for All Contractor Personnel* (see Section 1.6, below).

(3) The investigating agency (DCSA) will provide the SPM with the results of each proposed contractor employee's Public Trust investigation. Upon receipt of the investigation and any other pertinent documents from the investigating agency, the SPM will determine whether each proposed contractor employee should be granted employment security approval.

(4) The COR will notify the contractor of the results of Public Trust background investigations as they are completed and adjudicated, including any individual who is found ineligible for employment security approval. For any individual found ineligible for employment on a Department contract, the contractor shall propose a replacement and initiate the background investigation process consistent with this

#### 5. Identity Proofing and Badging

(a) Access to DOJ Information, federally-controlled IT systems, and/or unescorted access to federally-controlled facilities or space (regardless of whether the contractor employee will be issued a DOJ PIV card or building access badge) shall be made available after each respective contractor employee has (1) met the identity proofing requirements outlined below, and (2) completed all other security requirements stated elsewhere in this

(b) (1) Public Trust contractor employees must appear in person at least once before a DOJ official or an official of a trusted contract company (i.e., has a facility security clearance) who is responsible for checking two forms of identification in original form prior to commencement of work by the contractor employee and PIV card or building access badge issuance (as applicable). Approval will be documented by the DOJ official or an official of a trusted contract company. (Acceptable documents are listed in Form I 9, Employment Eligibility Verification, and at least one document must be a valid state or federal government issued picture ID).

(c) [Reserved]

(d) All contractor employees requiring unescorted access to a DOJ controlled facility or space shall comply with the PIV card or building access badge requirements outlined below:

- (i) When any contractor employee enters a DOJ building for the first time, he/she shall allow one hour for security processing and the creation and issuance of a building access PIV cards require additional processing time and will not likely be issued on the same day.
- (ii) Building access badges shall be subject to periodic review by the contractor employee's supervisor and checked against his/her personal identification. The contractor employees shall present themselves for the issuance of renewed badges when required by the government as scheduled by the COR or his/her designee. The contractor shall notify the COR when contractor employee badges are lost, and must immediately apply for reissuance of a replacement badge. The contractor shall pay for reissued building access badges at no cost to the government. It is the contractor employee's responsibility to

return badges to the COR or his/her designee when a contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

#### 6. Employee Reporting Requirements

- (a) All contractor employees must sign the DOJ *Self-Reporting Requirements for All Contractor Personnel* statement acknowledging and accepting the DOJ requirement that they immediately self-report certain information using the Department's iReport system. The COR or SPM will provide the Self-Reporting statement as well as a list of reportable information, which varies by position sensitivity designation, to the contractor employee before commencing work under the contract. If the contractor employee does not have access to the DOJ iReport System, the COR or SPM will provide a fillable form for the contractor employee to complete and
- (b) The COR and SPM will review the written report and documentation and make a determination regarding continued employment on a DOJ
- (c) DOJ reporting requirements are in addition to the DCSA reporting requirements and the contractor's internal reporting

#### 7. Replacement Personnel

- (a) The contractor shall make every effort to avoid costs to the government for security investigations for replacement of contractor employees, and in so doing shall ensure that otherwise satisfactorily performing and physically able contractor employees remain in contract performance for the duration of the contract. The contractor shall take all necessary steps to ensure that contractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and able to meet all other requirements stipulated in the contract.
- (b) The fact that the government performs security investigations shall not in any manner relieve the contractor of its responsibility to ensure that all contract personnel are reliable and of reputable background and sound character. Should a security investigation conducted by the government and/or a contractor's self-report or failure to self-report render ineligible a contractor employee, the contracting officer will determine whether the contractor has violated this clause. The contracting officer may direct the contractor, at its own expense, to remove and replace any contractor personnel who fails to comply with or violates applicable requirements of this contract. Such action may be taken at the government's direction without prejudice to its rights under any other provision of this contract, including termination for default, and the contractor may be held liable, at a minimum, for all reasonable and necessary costs incurred by the government to (i) provide coverage (performance) through assignment of individuals employed by the government or third parties in those cases where absence of contractor personnel would cause either a security threat or DOJ program disruption and (ii) conduct security investigations in excess of those which would otherwise be required.
- (c) Nothing in this clause shall require the contractor to bear costs involved in the conduct of security investigations for replacement of a contractor employee who separates from the contractor of his/her own accord, is incapacitated, or is deceased.
- (d) The contractor shall comply with the terms and conditions set forth under this clause and assumes all liability for failure to comply. The rights and remedies conferred upon the government by this clause are in addition to all and other rights and remedies pursuant to the contract and as established by law.

(End of Clause)

#### DOJ-08 Continuing Contract Performance During a Pandemic Influenza or other National Emergency (OCT 2007)

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.

- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

The Department does reserve the right in such emergency situations to use federal employees, employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.

(End of Clause)

**Section J - List of Attachments**

This Section Is Intentionally Left Blank

**Section K - Representations, Certifications and Other Statements of Offerors**

Provisions By Reference

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)		
<p>This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <a href="http://www.acquisition.gov">www.acquisition.gov</a></p>		
Provision	Title	Fill-ins (if applicable)
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications (Jun 2020)	

Provisions By Full Text

52.209-12 Certification Regarding Tax Matters (Oct 2020)

- (a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.
- (b) If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--
  - (1) Has \_\_\_ filed all Federal tax returns required during the three years preceding the certification;
  - (2) Has not \_\_\_ been convicted of a criminal offense under the Internal Revenue Code of 1986; and
  - (3) Has not \_\_\_, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

ATF-43 Corporate Representation Regarding Felony Conviction Under Any Federal Law or Unpaid Delinquent Tax Liability - Solicitation (DEVIATION 2015-02) (March 2015)

- (a) None of the funds made available by the Department’s current Appropriations Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation –
  - (1) convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) By submitting a response to this solicitation, the vendor/offeree represents that, as of the date of this offer –

(1) the vendor/offeree is *not* a corporation convicted of a felony criminal violation under any Federal or State law within the preceding 24 months; and,

(2) the vendor/offeree is *not* a corporation that has any unpaid Federal or State tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

*(End of Provision)*

#### 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

---

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

*Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations.* The Offeror represents that--

(1) It \_\_ will, \_\_ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It \_\_ does, \_\_ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

#### 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

---

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representations.*

(1) The Offeror represents that it \_\_\_ does, \_\_\_ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it \_\_\_ does, \_\_\_ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

#### 52.209-5 Certification Regarding Responsibility Matters (Aug 2020)

---

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

(i) The Offeror 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, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(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;

(D) Have \_\_\_, have not \_\_\_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

- (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.
- (iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.
- (iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).
- (ii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a 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 Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror 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 Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (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 Offeror 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 Offeror 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.

(End of provision)

ATF-44 Contractor Internal Confidentiality Agreements or Statements Prohibiting or Restricting Reporting of Waste, Fraud, and Abuse - Solicitation (DEVIATION 2015-02) (March 2015)

---

None of the funds appropriated to the Department under its current Appropriations Act may be used to enter into a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, and abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. By submitting a response to this solicitation, the contractor certifies that it does *not* require employees or contractors of the contractor seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting waste, fraud, and abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of Provision)

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

---

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror \_\_\_ has \_\_\_ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
- (iii) In an administrative proceeding, a finding of fault and liability that results in--

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

---

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is \_\_\_ is not \_\_\_ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is \_\_\_ is not \_\_\_ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**Section L - Instructions, Conditions and Notices to Offerors**

## Provisions By Reference

**52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): [www.acquisition.gov](http://www.acquisition.gov)

Provision	Title	Fill-ins (if applicable)
52.204-6	Unique Entity Identifier (Oct 2016)	

## Provisions By Full Text

**2852.203-71 Intelligence Related Non-Disclosure Agreement (AUG 2016)**

- (1) The signatory will not disclose any classified information received in the course of such intelligence or intelligence-related activity unless specifically authorized to do so by the United States Government; and
- (2) The Non-Disclosure Agreement (NDA) does not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, which are essential to reporting a substantial violation of law.
- (End of Provision)

**DOJ-06 National Security Risk Assessment (APR 2014)**

Any Offeror responding to this solicitation acknowledges that the Government is required to procure equipment and software from vendors that do not pose an unacceptable risk to national security, either directly or through any subcontractor at any tier, including risks associated with cyber espionage or sabotage and Foreign Ownership, Control, or Influence (FOCI). By submitting an offer to this solicitation, the Offeror understands and agrees that the Government retains the right to reject any offer or response to this solicitation made by the Offeror, without any further recourse by, or explanation to, the Offeror, if the Government determines the Offeror or the equipment or software offered by the Offeror, in whole or in part, presents an unacceptable risk to national security. Offerors will be asked to answer and provide information responsive to the questions in the attachment to this solicitation entitled "Acquisition Risk Questions" to assist the Government in assessing whether the acquisition poses a national security risk. The answers must be provided with the offeror's proposal submission, and offerors must answer all questions. All answers are to be reflective of the parent and subsidiary levels of an organization. Offerors are also required to request, collect, and forward to the Government answers to these acquisition risk questions from all subcontractors providing any equipment or software in performance of the contract or order. Offerors are responsible for the thoroughness and completeness of each subcontractor's submission. Failure to provide any such requested information may render a proposal unacceptable.

(End of Provision)

**ATF-42 PARTNERING (October 2015)**

**A.** A Partnering Program has been developed within the Acquisitions Branch for the promotion of Alternative Dispute Resolution processes. The Acquisitions Branch intends to promote and implement the Partnering Program with dedication and commitment on this Contract.

The primary objective of Partnering is to encourage contracting parties to consider and pursue alternative methods for dispute resolution, rather than assuming the traditional adversarial roles during a dispute resolution process. Partnering occurs through a pooling of resources in a trusting atmosphere focused on continuous and mutual improvement. All parties assume responsibility for success or failure of the program. Partnering seeks to create a positive team approach for the purpose of successfully completing Government contracts.

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) intends to encourage a strong and productive partnership with its Service Contractor. This partnership shall be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objective shall be effective and efficient contract performance to achieve project completion in accordance with the contract requirements. The partnership shall be bilateral in makeup, and participation shall be voluntary.

**B.** To implement this initiative, the Contractor shall sponsor, schedule and conduct a series of Partnering sessions throughout the duration of the contract. The initial session shall take place within 30 calendar days after contract award. This will be an Executive Level Planning Session designed to plan the Partnering program for the respective project. A one day kick-off session will be scheduled within 60 calendar days of the start of the project. Stand and Deliver workshop meetings will be conducted every six months throughout the duration of the contract by the Partnering team. A final close-out Partnering session shall be held near the end of the project prior to the completion date. The closeout partnering session may include filming and production of a videotape of the session.

**C.** The sequence of Implementation should occur as follows:

1. Within 10 days after receiving award, the Contractor shall submit to ATF for approval, a proposed third-party, Independent facilitator, experienced in conducting and coordinating Partnering sessions on large service contracts. Once the Partnering facilitator has been selected, the Executive Level Planning Session shall be scheduled.
2. Participation in the Executive Level one day planning session should include senior Level ATF Managers, partnering facilitator, as well as senior Level principals/executives of the Contractor.
3. Participation in the Kick-Off Session and Stand and Deliver Sessions, shall include the Contractor, including but not limited to, Principles/Owners, Senior Administrators, Project Managers, Superintendents, and other representatives of the Subcontractors. ATF key staff to include, Contracting Personnel, Contracting Officer Representative (COR), and other ATF project personnel.
4. The Partnering sessions shall be held off site, at locations mutually agreed upon by the Contractor and ATF.

**D.** The Contractor shall assume the cost of all “Partnering” sessions including but not limited to facilitator’s services, rentals, and other costs associated with the location and facilities for the sessions. All sessions and associated activities shall be mutually planned and scheduled by the Contractor and ATF. The contractor’s costs associated with partnering shall be included in the Contract Sum; Contractors’ personnel shall participate at no additional cost to the Government.

**E.** Schedule of Sessions: A series of Partnering sessions will be planned throughout the duration of the Contract:

*Session 1.* An Executive Level Planning Session is to take place during the first 30 days after award of the contract.

The purpose of the initial session is to introduce the Partnering concept, familiarize all parties with the Partnering process, and to plan a specific program for the respective project.

Those attending the Executive Level Planning Session should be ATF senior level staff, Contractor senior staff, such as principles and executive level decision makers, principles and executive level decision makers, and the third party Partnering Facilitator.

*Session 2.* An Initial, One (1) Day, Kick-Off Session should be scheduled within 60 days after contract award. The Kick-Off Session will focus on all staff brought on board to carry out the work.

ATF requires that the contractor provide one facilitator at all “Partnering” Kick -Off Sessions. One facilitators must ensure total coverage and oversight for group discussions and breakout sessions.

The Criteria for Inclusion during the Kick-Off Session should include but not be limited to the following:

1. Strengthen interpersonal communication with exercises such as Active Listening/Congruent Sending or other communication skill building techniques.

2. A self-examination exercise, such as the utilization and discussion of the Myer-Briggs Type Indicator Survey would be appropriate as the next effort.
3. Develop teamwork with specific team building exercises. One way to start is to perform some "ice breaker" exercises for the participants to get to know one another. It is very important that the individuals understand group dynamics. Exercises where the participants solve problems as individuals and then as groups are excellent for achieving this.
4. Team exercises are important to get the individuals to start thinking and working as a team. Specially designed exercises that contrast competition and cooperation are useful at this point. Note: For these exercises and throughout the workshop, participants can be divided into smaller working groups of ATF and Contractor personnel.
5. Define strengths and weaknesses from prior projects. ATF personnel and the Contractor personnel should work independently to list strengths and problems they perceive from previous jobs. Then, together they can analyze these lists and develop a list of possible problems they might face during the course of the contract.
6. Provide instruction on conflict management techniques. If time permits, include some exercises to reinforce the training. It is important for the team members to understand the difference between "positions" and "interests" or "values," and how to negotiate based on interests.
7. Develop a problem-solving strategy or methodology for the team to use. The facilitator can provide an instructional session on problem-solving and the team can choose to use it or modify it or develop their own. The process will then be used by the team throughout the project to deal with problems as they arise.
8. Develop trial solutions to common project issues using the selected problem-solving process and the list of potential problems. The trial solutions may only be conceptual at this point, but they will serve to reinforce the team approach to solving real life project problems and disputes.
9. Define Partnership goals. Develop a realistic set of goals for the Partnership that will be monitored each month and updated in the stand and deliver sessions every six months.
10. Execute an agreement. Using the goals developed above as a base, draw up an actual agreement for the members to sign to express their commitment. After the workshop, as a strong signal of support, have the leaders of each organization also sign the agreement and freely distribute copies of the final document to all members. All members of the session should be encouraged to display the agreement in offices as a reminder of their commitment to the program.
11. Implement the use of an evaluation plan provided by the facilitator. This is probably the most important step of the entire process. Without a realistic working plan and methods of evaluating the Partnership, the goals and ideals fostered at the workshop will tend to fade with time. A plan is needed to make the Partnership a living and breathing entity capable of dealing with "breakdowns." Monthly evaluation of the Partnering process along with follow-up stand and deliver workshops will ensure its health.
12. Review the proper procedures and initiatives involved with conducting a monthly Partnering follow-up. Discuss the desired goals and objectives of the project Partnering Team in conducting a monthly tracking meeting on site. Discuss the desired outcomes of the monthly meeting and review the process for developing information and compiling the monthly Partnering report. Provide input and direction in planning and structuring the Tri-Annual Stand and Deliver sessions.

*Session 3. Bi-Annual Stand and Deliver Work Shops will be scheduled every six (6) months, throughout the duration of the project.*

Facilitated Stand and Deliver Work Shops are designed to provide opportunity for the project staff to deliver a report on Partnering accomplishments and issues related to the project. The project team will report on any issue resolution processes pending on the project as well as evaluate the Partnering Program. The stand and deliver time is designed to foster team cohesiveness and provide opportunity for goal setting and issue resolution discussions. Senior staff attendance at the Stand and Deliver Work Shops strengthen the program by showing support. Senior staff are also given opportunity to discuss and interact in any issues that may surface as the project reporting moves forward. The specific dates of these Work Shops shall be determined and planned after a facilitator has been selected. The Work Shops will be conducted off site, in a neutral location agreed upon by the Contractor and ATF.

1. Bi-Annual Stand and Deliver Work Shops should be conducted with the assistance of one facilitator. The facilitator shall work with the project team one-half day prior to each Stand and Deliver session to assist the team in preparing and presenting the program to include goal setting, issue resolution, progress, and evaluation efforts.
2. An Executive Report shall be developed and published by the Partnering Facilitator after each Bi-Annual Stand and Deliver Work Shop. The Executive Report shall include the following items:

- a. A bifold two page executive summary including a Project Summary, Major Activity Update, Projected Activities for Next Month.
- b. A Matrix shall be included to reflect Partnering goals, progress toward each goal, Partnering issues, issue resolution progress, and a general Partnering update;
- c. A Project Partnering Team Evaluation Form; and
- d. A Roster of Team Members in Attendance at Monthly Partnering Meeting.

*Session 4. A one day Close Out Partnering Session shall be conducted to review the project at completion. ATF and the Contractor shall review and discuss the contracts overall successes and lessons learned during the project. The Close Out Partnering Session may include filming and a videotape of the session. One facilitator should conduct the Close Out Partnering Session. The initial Kick-Off team should be present at the close out session. Close out discussions and comments should be reflected in the Close Out Executive Summary Report, prepared and distributed by the Partnering facilitator.*

**F.** A Quarterly report shall be prepared by the facilitator with input from Partnering team members from the Contractor and ATF. The report is intended to provide key information about the project Partnering program and other related crucial issues. The Quarterly report will serve as a tool for senior executive staff monitoring, planning, and forecasting. The Quarterly Partnering Report shall provide a brief overview of issues, activities, and successes pertaining to the Partnering Program on the respective contract.

**G.** An executive summary shall be provided by the Partnering facilitator after selected Partnering sessions.

1. ATF requires that the “Partnering” facilitators provide an executive summary after each of the following sessions:

- a. The Initial Executive Planning Partnering session.
- b. The Initial Kick-Off Partnering session.
- c. The Bi-Annual Stand and Deliver Work Shops.
- d. The “Partnering” Close Out Session.

2. The following shall be included in the Executive Summary:

a. The Executive Summary is to be an analysis of the meetings and a broad overview providing a professional assessment of the project. The Executive Summary should address any potential areas of concern or issues that may be present or detected at the time of the sessions. Also, a narrative should be included with comments and suggestions and/or solutions for any present or potential issues identified during the “Partnering” process. The Executive Summary shall be formatted in booklet form, typed, bound and covered. The Executive Summary shall also include a table of contents, subject matter, segment titles and headings, a list of all attendees with company names, titles, fax and phone numbers. The Executive Summary Booklet should be a document that is suitable for referencing and reviewing the program in its entirety.

b. The Executive Summary shall be provided to all members of the Project Partnering Team. Copies of the Executive Summary are to be forwarded to the Contractor for distribution and to ATF no later than seven (7) working days after the “Partnering” sessions are conducted. An Executive Summary shall be provided to each person and entity attending the “Partnering” session.

*(End of Provision)*

#### 52.233-2 Service of Protest (Sept 2006)

(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.

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

*(End of provision)*

#### Section L Instructions, Conditions and Notices to Bidders

### **SECTION L – PROPOSAL INSTRUCTIONS**

## Proposals

The method for proposals to be submitted in response to this solicitation is via e-mail to James.Huff@atf.gov.

**\*\*No hand delivered or mailed proposals will be accepted.\*\***

All offers, received by email, must be postmarked and received no later than the closing date specified in Block 8 of the SF 1449. Offers received after the closing date will be rejected.

Except as specifically provided in an order, all postage and fees related to the submission of information, including but not limited to forms, reports, supporting, supporting documentation, etc. shall be paid by the Contractor. The Government shall not be responsible for costs associated with proposal preparation.

### 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more provisions by reference, with the same force and effect as if they were given in full text.

Upon request, the Contracting Officer (CO) will make the full text available. Be cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its proposal. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its proposal. Also, the full text of a provision may be accessed electronically at these addresses:

FAR | Acquisition.GOV

(a) The Government may award without discussions with the offeror; therefore, the offeror is cautioned to examine the solicitation in its entirety and to ensure that its proposal is complete, containing all necessary information/all required documentation, in all respects. However, the Government reserves the right to conduct discussions and to permit the offeror to revise its proposal(s).

(b) The Offeror shall submit an electronically signed and dated offer, by: **1:00PM EST, June 9th, 2023**, to James.Huff@atf.gov.

(c) **Proposals received after the time and date specified for receipt will be considered LATE.**

## 1. PROPOSAL SUBMISSION

(a) To be considered for selection, the Offeror must submit a complete response to this Request for Proposal (RFP) using the sequence and format provided herein. All pages must be identified with the Offeror's name and Solicitation number.

(b) For the electronic submission, the offer/proposal shall be in uncompressed files submitted *via* email.

(c) The electronic version of the text shall be in Microsoft Word or Adobe Acrobat Portable Data Format (PDF).

(d) Information shall be confined to the appropriate section to facilitate independent evaluation. The technical proposal should be clear and concise, logically assembled and indexed and cross-indexed to applicable parts of the RFP as appropriate. Pages over the maximum-page limitation for any section will be excluded from evaluation. The page limits shall include any diagrams, figures, tables, or reference material.

## 2. FORMAT

(a) **Submissions.** Submissions shall be on 8 1/2" x 11" (with no fold-outs) white paper and printed only on one side of the paper. The text shall have 1" margins on all sides, be single-spaced; font style Times New Roman; font color black; and font size 12. Illustrations (e.g., graphics figures, graphs, and tables) shall be in portrait format with font colors other than black allowable and font sizes 12, 10, and 9 are considered acceptable. The Offeror's company name (no logos), the date, solicitation number, section shall be included on each page of the proposal (may be included in a header/footer). All pages of the proposal/offer shall be numbered, using a uniform-paragraph-numbering system. Page numbers, headers and footers may be outside the page margins, and are not bound by the font, color and point-size requirement. Information not contained within the above limitations will not be evaluated.

(b) The Offeror shall present all information relevant to each factor in the appropriate section. The Offeror shall insert its company's name in the filename. At the end of each section, the Offeror may include any "Exceptions" that they take with the requirements, constraints, and terms and conditions. Any exceptions taken shall clearly identify the RFP Section, paragraph, and requirement/objective, constraint, or terms and conditions to which exception is being made and include appropriate supporting rationale for

each exception. The Government is not obligated to accept such exceptions to the RFP, and these may render the Offeror's proposal unacceptable.

(c) **Requirements**

Section	Section/Tab Title	Page Limits
I	Introduction (Table of Contents, Executive-Level Summary, Corporate Qualifications), ORCA Certification or <b>other Certifications and Representations</b>	15
II	Technical Approach (All TASKS Must Be addressed within the Performance Work Statement)	Unlimited
III	Key Personnel (Examiners based on the Contractor Qualifications from the PWS) <b>(Letter of Intent or Signed Resume MUST be provided for each examiner).</b>	8 Pages per Personnel no Less or more than 15 examiners
IV	Past Performance	3 Pages per Reference
V	Price	Section B - Supplies or Services and Prices/ Costs

**3. CONTENT**

**3.1 Section I – Offers shall contain the following information.**

3.1.1 Introduction & Table of contents for easy reference.

3.1.2 Executive-Level Summary. Provide a letter formally transmitting the offer/quote. Identify the name, address, e-mail address, telephone and facsimile transmission number of the person(s) whom has the contractual authority and can be contacted concerning any questions about this offer/ proposal. Also, include the following as attachments to the letter:

(a) A document containing the following information:

Name, address, telephone number, facsimile number, e-mail address, and cage code of the contractor and of any corporate affiliate at which work is to be performed.

The Offeror shall demonstrate its corporate experience, as well as that for all proposed subcontractors or team members, in performing tasks similar to those identified in the Performance Work Statement (PWS)

3.1.3 Section I - ORCA Certification in accordance with FAR Part 52.212-3. This tab shall contain a completed copy of your company's ORCA Certification or proper DUNS Number that will allow the government to download your ORCA information.

3.1.4 Section I - Exceptions/Alternatives (Terms and Conditions).

(a) Offerors are cautioned that they take exception to any Terms and Conditions of the solicitation at their own risk. The Government may, at its option, reject an offer/quote which contains any such exceptions.

(b) Nonetheless, any exception taken by the Offeror, at its own risk, shall be identified in this tab. The Offeror shall clearly identify the paragraph and term or condition to which the exception is being made and include appropriate rationale for any such exception.

(c) Suggested, optional wording changes (to include clarifications and addenda) to any terms and conditions of the solicitation shall be identified in this part. The Government may at its option accept or reject any such changes. If accepted, it may be necessary to amend the solicitation and to discuss the changes with other Offerors.

(d) If no exceptions are taken, the Offeror shall include the following statement in this part of the proposal: “[*VENDOR NAME*] *takes no exception to any terms and conditions of Solicitation No. 15A00023R00000061.*”

3.1.5 Section I Contractor must show proof that they are registered under North American Industry Classification System (NAICS) number **561611 – Investigation and Personal Background Check Services** in Systems Award Management (SAM).

3.1.6 Section I Conflict of Interest.

Any contractor (or member of *its* team and/or subcontractor) having a conflict of interest as defined under FAR Part 9.5 must identify the conflict as soon as it is known and provide a recommended mitigation plan. Mitigation plans are required whenever a competing contractor has had unequal access to non-public information regarding this requirement and/or competition, or has assisted the Government in defining the requirements or evaluation criteria.

The Government intends to award an Indefinite Delivery Indefinite Quantity (IDIQ) Firm Fixed Price Performance Based Contract for a base period of one-year with four one-year options and using **NAICS 561611**.

**All sections listed below MUST be broken out succinctly and clearly within the contractor's proposal, if not, proposals will be considered non-responsive.**

3.1.7 Offer, Amendments, and Certifications & Representations:

a) The offeror shall provide the Offer, Amendments, and Certifications & Representations items as follows:

b) Cover Page - first page of the Price Proposal must include: Name and address of offeror Business Arrangement, contact name, phone number, email address, and DUNS number.

c) Provide executed solicitation offer and Award SF1449 form. The offeror shall complete Blocks 30a, b and c.

d) Provide signed acknowledgment copy of all solicitation amendments (if applicable).

e) Provide printed copy of the offeror “Representations and Certifications” as submitted on [www.sam.gov](http://www.sam.gov).

f) Provide complete clause ATF-50 LIMITATIONS ON SUBCONTRACTING UNDER SMALL BUSINESS SET-ASIDES (May 24, 2019) as attachment.

## 3.2 Factor 1 Section II

## Technical Approach

The Offeror must present an approach which effectively demonstrates a knowledge, and technical ability to successfully perform and manage the requirements of the Performance Work Statement. Additionally, the appropriateness, soundness and reasonableness of the Offeror's problem resolution, logistic considerations, corporate commitment to achieve the overall project objectives and methodology for providing resource support must be clearly demonstrated.

Prospective contractor must demonstrate its complete understanding of ATF's objectives, scope, tasks and deliverables by fully describing its proposed detailed technical solution and management/development approach to perform each task/deliverable specified in the PWS 3.1 and 4.0. The prospective contractor shall clearly define the steps involved for executing the proposed solution including ensuring that it does not restrict or limit the Government's ability to replace, upgrade, enhance, or transition operations to the Government.

Prospective contractor shall submit a plan for how the company intends to accomplish, administer, and manage the tasks and deliverables in the PWS 3.1 and 4.0.

If the prospective contractor proposes subcontractors and teaming arrangements, the management plan shall explain to what extent subcontractors and team members will be involved in the performance of the proposed objectives and how the prospective contractor will manage the subcontractor's and team members' participation.

### 3.3 Factor 2 Section III

#### Key Personnel

Offeror's must proposed key personnel resumes fifteen (15) examiners in total with either a Letter of Intent or a Signed Resume. Resumes must demonstrate the individual's ability to execute and be qualified in accordance to the PWS requirements . (Letter of Intent or Signed Resume MUST be provided for each examiner).

### 3.4 Factor 3 Section IV

#### Past Performance

The Offeror shall submit up to three (3) relevant Past Performance references from the Prime Contractor with a maximum of three (3) pages per reference. Offerors Past Performance shall demonstrate the likelihood of successful contract performance in providing requirements similar in size, scope and complexity of this solicitation.

Offerors' past performance references should demonstrate the likelihood of successful performance in providing requirements similar in size, scope, complexity. The quality of the contractor's recent and relevant past performance should provide the offeror's probability of meeting the solicitation requirements. The Government will evaluate the first three (3) submitted references only.

The offerors' proposal shall provide references to determine the extent to which their performance demonstrates the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation. The Government may use present and/or past performance data obtained from a variety of sources, not just those contracts identified by offeror. The information gathered for past performance may also be used in the responsibility determination.

**Offerors must submit recent and relevant information concerning contracts and subcontracts (Federal, State, local government or private) which demonstrates their ability to perform the proposed effort.**

All references must provide a Program Office POC and their Phone Number.

If the contractor has no past performance, it will be evaluated as Neutral.

### 3.5 Factor 4 Section V

#### Price

Although price is not rated, the contracting officer, in accordance with Federal Acquisition Regulation (FAR) Part 15, will determine price reasonableness. Price will not be reviewed if any of the above factors are determined not acceptable. Contractors must submit their price proposals by filling in a price for each CLIN in Section B of this solicitation.

All travel shall be included in the overall price of each exam. Travel will be borne by the contractor per exam. (Pricing of the submitted pricing examinations shall be fully loaded to INCLUDE ALL TRAVEL COSTS. Travel will NOT be paid for any standard examination).

Price is not scored; rather, price will be evaluated for accuracy, reasonableness, and completeness of the proposed contract cost. Additionally, the Government will compare the Offeror's proposed pricing with other Offeror's proposals and with the Independent Government Cost Estimate (IGCE) as part of the price evaluation.

This process involves verification that prices are included for all RFP requirements, figures are correctly calculated, and prices are reasonable and presented in an adequate format. The Offerors shall propose vehicle rental rates for all required vehicle classes.

The Government will evaluate the proposed prices for the purpose of making an award by adding the total price of all options to the base price. Evaluation of options does not obligate the Government to exercise the options.

Note: The unit pricing proposed by the Offeror shall be the fully loaded price, inclusive of all overhead, G&A, and profit. No additional cost shall be required for vehicle rental over the proposed unit cost, with the exception of State and Local Government taxes and fees for which the Federal Government is not exempt.

Pricing is based on one (1) each per Polygraph Examination per year for the order under the resulting IDIQ Contract, the one (1) each per Polygraph Examination per year is provided for purposes of price evaluation only. No Show Exams will be total with the Polygraph Examination final pricing per exam to determine the overall final cost. All exams and no shows will be added together to determine final pricing. The Government may order more or less than the stated one (1) each per quantity, and the contractor shall not be entitled to revise pricing based upon variations in the quantities, nor shall they be entitled to an equitable adjustment based upon change quantities. Pricing MUST be all-inclusive to include travel.

Contractors should base their pricing on a Government estimate amount of 2,500 Polygraph Examinations per year with a potential of 12,500 over the life of the contract.

If the Government determines that any separately priced line item(s) are significantly unbalanced, the proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated as indicated by the application of cost or price analysis techniques.

Pricing for the optional tasks and deliverables (if applicable) will also be evaluated. The exercise of optional tasks and deliverables will be at the sole discretion of the Government. The Government will consider the option at 52.217-8 to have been evaluated through the evaluation of rates proposed for all ordering periods

#### 2852.203-70 General Non-Disclosure Agreement (AUG 2016)

---

The provisions of this Non-Disclosure Agreement (NDA) are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive Order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive Orders and statutory provisions are incorporated into this agreement and are controlling.

(End of Provision)

## Section M - Evaluation Factors for Award

### Provisions By Full Text

#### Section M Evaluation Factors for Award

---

## SECTION M – PROPOSAL EVALUATION

### 1.0 Evaluation Methodology

Each factor will be evaluated for compliance with the specifications detailed in the Performance Work Statement based on being acceptable or not acceptable.

The final overall pricing will be determined first for award. The lowest price contractor will then be reviewed for acceptability for award. If acceptability is not determined, the next lowest contractor's proposal will then be reviewed for acceptability. This process will continue until an award is made.

The Government intends to award an Indefinite Delivery Indefinite Quantity (IDIQ) Firm Fixed Price Performance Based Contract to provide the ATF Special Operation Division, Polygraph Branch additional needed support for Polygraph Exams.

Basis for Contract Award. This acquisition will utilize Lowest Price Technically Acceptable (LPTA) source selection procedures in accordance with FAR 15.101-2, as supplemented. This is a competitive LPTA source selection. The Government intends to award a single contract to the contractor whose proposal offers the lowest evaluated price and for which all non-price factors are rated as acceptable in accordance to the established criteria. By submission of its offer, the offeror accepts all solicitation requirements, including terms and conditions, representatives and certifications, and technical requirements. Failure to meet a requirement will result in an offer being determined technically unacceptable. Offerors must clearly identify any exception(s) to the solicitation and conditions and provide complete accompanying rationale. The Government intends to select ONE contractor for award of this effort.

Proposals will be evaluated for lowest price, and the Program Office will determine if the lowest-priced proposal is technically acceptable or not. If the proposal is determined unacceptable the contractor will be determined nonresponsive, and the Program Office will move to the next lowest priced proposal until a technically acceptable proposal is found. The objective of this plan is to select the proposal that represents the lowest price technically acceptable proposal to the Government.

Technical Approach, Key Personnel, Past Performance are referred to as technical criteria. Technical Approach, Key Personnel, Past Performance will be determined acceptable or not acceptable. If any of the factors are determined nonacceptable the contractor will not be considered for award. If all factors are determined acceptable the contractor with the lowest final price will be the awardee. Price reasonableness will be determined by the contracting officer based on competition.

For the purpose of award, the government shall evaluate offerors based on the evaluation factors described below:

#### **The proposal will be evaluated on the basis of the following evaluation factors:**

##### **1.1 Factor 1 Technical Approach**

The Government will evaluate whether the Offerors effectively demonstrates a knowledge, and technical ability to successfully perform and manage the requirements of the Performance Work Statement (PWS). Additionally, the appropriateness, soundness and reasonableness of the Offeror's problem resolution, logistic considerations, corporate commitment to achieve the overall project objectives and methodology for providing resource support will be assessed.

The Government will evaluate if the contractor has a complete understanding of ATF's objectives, scope, tasks and deliverables by fully describing its proposed detailed technical solution and management/development approach to perform each task/deliverable specified in the PWS. The prospective contractor shall clearly define the steps involved for executing the proposed solution including

ensuring that it does not restrict or limit the Government’s ability to replace, upgrade, enhance, or transition operations to the Government/other personnel and any assumptions.

The Government will evaluate the contractor’s Technical Approach to ascertain how the company intends to accomplish, administer, and manage the tasks and deliverables in the PWS. The Government will evaluate whether the Offerors effectively demonstrates the contractor’s ability to execute ALL the task requirements under PWS 3.1.

**Technical Approach Acceptable/Unacceptable Determination**

<p><b>Acceptable:</b> Proposal clearly meets the requirements of the solicitation and addresses ALL requirements on the Performance Work Statement to include PWS 3.1. The company must explain in detail how they plan to implement the logistics of receiving, assigning, conducting the polygraphs and returning the results to ATF.</p>
<p><b>Unacceptable:</b> Proposal does not clearly meet the requirements of the solicitation and fails to address ALL requirements of the Performance Work Statement to include PWS 3.1. The company did not explain in detail how they plan to implement the logistics of receiving, assigning, conducting the polygraphs and returning the results to ATF.</p>

**1.2 Factor 2 Key Personnel Acceptable/Unacceptable Determination**

The contractor’s submitted key personnel (Polygraph Examiners) a total of fifteen (15) each resumes that met or exceeded the Polygraph Examiner Qualifications under PWS 4.0

<p><b>Acceptable:</b> All resumes Polygraph Examiners clearly met or exceeded the Polygraph Examiner Qualifications under the PWS 4.0 requirements of the solicitation. Resumes must demonstrate the individual’s ability to execute PWS requirements. (Letter of Intent or Signed Resume MUST be provided for each examiner).</p>
<p><b>Unacceptable:</b> All the resumes for the Polygraph Examiners did NOT meet or exceed the Polygraph Examiner Qualifications under the PWS 4.0 requirements of the solicitation. Resumes did not demonstrate the individual’s ability to execute PWS requirements. (Fails to provide a Letter of Intent or Signed Resume for ALL examiners).</p>

**1.3 Factor 3 Past Performance Assessment**

The quality of the contractor’s recent and relevant past performance will be evaluated to assess the offeror’s probability of meeting the solicitation requirements. The Government will first evaluate the submitted references up to three (3).

The offerors’ proposal will be evaluated to determine the extent to which their performance demonstrates the likelihood of successful performance in providing requirements **similar in size, scope and complexity** of this solicitation. The Government may choose to evaluate publicly available reports, and/or data from the PPIRS. The Government may use present and/or past performance data obtained from a variety of sources, not just those contracts identified by offeror. The information gathered for past performance may also be used in the responsibility determination. Past performance will be evaluated on an acceptable/unacceptable based on confidence rating listed below. Offerors are required to identify contracts, both commercial and Government contracts for the same or similar service.

(a) **Recency:** Recent is defined as contract performance within the past three years. The following ratings will be used for Past Performance Recency:

Adjectival Rating	Description
-------------------	-------------

Recent	Contract Performance occurred within the past three years from the date proposals are due.
Not Recent	Contract Performance did not occur within the past three years from the date proposals are due.

**(b) Relevancy:** Relevancy includes, but is not limited to, the following:

similarity of product/service/support, complexity, dollar value, contract type, use of key personnel (for services), and extent of subcontracting/teaming. The following ratings will be used for Past Performance Relevancy:

Adjectival Rating	Description
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

**(c) Performance Confidence Assessment:** For past performance contract references determined to be both recent and relevant, the Government will evaluate the degree to which the performance of those efforts demonstrates an overall performance and quality record that supports an expectation of successful achievement of the solicitation requirements by assigning a performance confidence assessment rating as follows:

#### Performance Confidence Assessments Rating Method

Adjectival Rating	Description
Substantial Confidence	Based on the offeror's recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.

**Acceptable:** Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown. The offeror's received a neutral confidence or higher rating.

**Unacceptable:** Based on the offeror's performance record, the Government does not have a reasonable expectation that the offeror will be able to successfully perform the required effort. The offeror's received a limited confidence or lower rating.

**If the offeror is without a record of relevant and recent past performance, it shall affirmatively state that it possesses no relevant and recent past performance. In such a situation, an offeror lacking relevant and recent past experience that fails to provide an affirmative declaration may be found to have failed to provide a solicitation requirement, the Government may reject their proposal.** Reference FAR 15.305(a)(2)(iv) – Proposal evaluation, an offeror without a record of relevant and recent past performance or for whom information on past performance is not available, the offeror may not be evaluated favorably or unfavorably on past performance.

Note: In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Government will assess the performance confidence as neutral. Therefore, the neutral offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

**1.4 Factor 4 Price:** Although price is not rated, the contracting officer, in accordance with Federal Acquisition Regulation (FAR) Part 15, will determine price reasonableness. Price will not be reviewed if any of the above factors are determined not acceptable.

All travel **MUST** be included in the overall price of each exam. Travel will be born of the contractor per exam. Pricing of the submitted pricing examinations by the contractor shall be full loaded to include all travel cost. Travel will “not” be paid for any standard examination.

Price is not scored; rather, price will be evaluated for accuracy, reasonableness, and completeness of the proposed contract cost. Additionally, the Government will compare the Offeror’s proposed pricing with other Offeror’s proposals and with the Independent Government Cost Estimate (IGCE) as part of the price evaluation.

This process involves verification that prices are included for all RFP requirements, figures are correctly calculated, and prices are reasonable and presented in an adequate format. The Offerors shall propose vehicle rental rates for all required vehicle classes.

The Government will evaluate the proposed prices for the purpose of making an award by adding the total price of all options to the base price. Evaluation of options does not obligate the Government to exercise the options.

Note: The unit pricing proposed by the Offeror shall be the fully loaded price, inclusive of all overhead, G&A, and profit. No additional cost shall be required for vehicle rental over the proposed unit cost, with the exception of State and Local Government taxes and fees for which the Federal Government is not exempt.

Pricing is based on one (1) each per Polygraph Examination per year for the order under the resulting IDIQ Contract, the one (1) each per Polygraph Examination per year is provided for purposes of price evaluation only. No Show Exams will be total with the Polygraph Examination final pricing per exam to determine the overall final cost. All exams and no shows will be added together to determine final pricing. The Government may order more or less than the stated one (1) each per quantity, and the contractor shall not be entitled to revise pricing based upon variations in the quantities, nor shall they be entitled to an equitable adjustment based upon change quantities. Pricing **MUST** be all-inclusive to include travel.

Contractors should base their pricing on a Government estimate amount of 2,500 Polygraph Examinations per year with a potential of 12,500 over the life of the contract.

If the Government determines that any separately priced line item(s) are significantly unbalanced, the proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated as indicated by the application of cost or price analysis techniques.

Pricing for the optional tasks and deliverables (if applicable) will also be evaluated. The exercise of optional tasks and deliverables will be at the sole discretion of the Government. The Government will consider the option at 52.217-8 to have been evaluated through the evaluation of rates proposed for all ordering periods.

#### **1.5 Offer, Amendments, and Certifications & Representations:**

The Government will evaluate that the contractor has submitted the following:

- a) The offeror shall provide the Offer, Amendments, and Certifications & Representations items as follows:
- b) Cover Page - first page of the Price Proposal must include: Name and address of offeror Business Arrangement, contact name, phone number, email address, and DUNS number.
- c) Provide executed solicitation offer and Award SF1449 form. The offeror shall complete Blocks 30a, b and c.
- d) Provide signed acknowledgment copy of all solicitation amendments (if applicable).
- e) Provide printed copy of the offeror “Representations and Certifications” as submitted on [www.sam.gov](http://www.sam.gov).
- f) Provide complete clause ATF-50 LIMITATIONS ON SUBCONTRACTING UNDER SMALL BUSINESS SET-ASIDES (May 24, 2019) as attachment.

--- End ---

**PERFORMANCE WORK STATEMENT**

**Contract Polygraph Examiners**

**15A00023R00000061**

**1.0 Background**

The Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) is a law enforcement organization within the Department of Justice (DOJ). The Office of Professional Responsibility and Security Operations (OPRSO), Personnel Security Division (PSD) is charged with ensuring all persons privileged to be employed by or provide a service to ATF are reliable, trustworthy, of good character and conduct and are of complete and unswerving loyalty to the United States; and to educate personnel in the proper handling and safeguarding of classified national security information and sensitive unclassified information. The PSD maintains ATF's personnel security program and associated collateral functions in support of these programs.

The Office of Field Operations (FO), Special Operations Division (SOD) is responsible for providing support to ATF's Field Operations missions that conduct criminal investigations, regulate the firearms and explosives industries, and assist other law enforcement agencies. As part of SOD, the ATF Polygraph Branch's primary mission is to provide nationwide investigative support in advancing ATF's mission and that of the ATF's law enforcement partners. This is achieved, in part, through the administration and review of criminal polygraph exams. Additionally, the ATF Polygraph Branch is responsible for conducting pre-employment polygraph examinations and quality control reviews for prospective ATF Special Agents, in accordance with established Executive Orders and other regulatory directives, the Privacy Act of 1974, Office of Personnel Management (OPM) regulations, other relevant regulations from the Office of Management and Budget, DOJ and ATF policies and procedures.

ATF has determined that the most efficient and cost-effective method of conducting Special Agent pre-employment polygraph examinations is to contract for the services of polygraph examiners.

**1.1 General Agreement Terms**

This Performance Work Statement (PWS) outlines the services, requirements, security, and other expectations of contractors privileged to be awarded a contract to provide polygraph examiner services.

This PWS and the contractor's responsibilities are subject to changes in Federal law, regulation, and policy, which may include, but are not limited to, procedural changes related to the use of government equipment, security procedures and investigative priorities. Modifications may be sent to the contractor via electronic mail after review and approval of the Contracting Officer (CO). The North American Industry Classification System Code (NAICS) used for this effort is 561611 Investigation Services. Contractor oversight and performance monitoring shall be conducted by an ATF representative to include, but may not be limited to, the ATF Polygraph Branch representatives, the Contracting Officer Representative (COR), or the CO.

The contractor shall be a service provider to ATF under mutually agreed upon terms of the contract. As part of the contract, the contractor is also bound to ATF security requirements as established by the Bureau.

**PERFORMANCE WORK STATEMENT**  
**Contract Polygraph Examiners**

Contractors may be subpoenaed and/or requested to testify in matters related to the investigative work associated with their agreement. Contractors shall make themselves available when requested. However, as a mitigation measure pursuant to FAR 9.5 against potential future conflicts of interest that may bias the contractor against ATF, polygraph examiners will not be permitted to serve as an expert witness or consultant against ATF in any criminal, civil, legal, or administrative proceeding when it relates to information, he/she obtained during the course of his/her investigative services. In most instances, contractors will not serve as official witnesses in relation to other official ATF investigations (e.g., Internal Affairs investigations). However, contractors may be called upon to provide clarification of information contained in PSD investigative files, answer inquiries related to how information is obtained during background investigations and/or standard operating procedures (SOPs). In these instances, contractors will not testify as official witnesses and his/her name will not be documented in the other ATF investigative report. However, should a contractor physically be a witness to an activity that directly relates to another official ATF investigation, the contractor may be required to serve as an official witness. If a contractor is contacted by any other office outside of the Polygraph Branch, he/she shall contact the ATF COR immediately. The Polygraph Branch will conduct research and advise the contractor accordingly.

**2.0 Scope of Work**

ATF has a need to procure the services of trained and qualified polygraph examiners to complete tasks associated with polygraphing special agent applicants.

The contractor shall abide by all standards, policies and procedures set forth in all of the Polygraph Branch and PSD's standard operating procedures (SOP) and all subsequent Personnel Investigative Notices, Personnel Investigative Policies and/or other correspondence provided by the PSD.

Polygraph examinations will be conducted in-person at standard ATF Facility locations, as shown below. The Government reserves the right to amend or revise the locations dependent upon the number of requested examinations received.

Location(s):

EAST:

- Falls Church, VA
- Atlanta, GA
- Nashville, TN
- Pittsburgh, PA
- Washington DC HQ's Building
- Washington DC Field Division
- Sterling, VA

CENTRAL:

- Chicago, IL
- Dallas, TX

**PERFORMANCE WORK STATEMENT**  
**Contract Polygraph Examiners**

WEST:

- Los Angeles, CA
- Denver, CO

**2.1 Transition-In and Transition-Out Period(s)**

The contractor shall propose a transition in period detailing steps they will take to ensure their cadre of individuals have met the criteria set forth in this PWS to accept work. This transition will succinctly detail a transition in period in the first 30-45 days of receipt of award. A kickoff meeting set up by the COR will commence no later than no later than 10 days after award, electronically with a breakdown of action items and tasks to be completed within the first 30-45 days of award. The transition-in period will be monitored by the COR in conjunction with the Polygraph Branch Chief. The contractor is responsible for the transition-in and transition-out periods.

The Government reserves the right to modify the contract to include a transition-out period. In the event the Government modifies the contract to include this period, details of Government expectations and tasks will be included in the subsequent modification.

**3.0 Tasks and Positions**

**3.1 Tasks: Contractor shall be responsible for:**

- 3.1.1** Administering polygraph exams
- 3.1.2** Receiving and responding to all ATF work requests to the assigned ATF's representative/COR within three (3) business days.
- 3.1.3** Coordinating with applicants and the ATF polygraph branch representative to schedule pre-employment polygraph exams.
- 3.1.4** Coordinating with ATF's representative for pre-travel approval and post-travel follow-up, including coordinating with ATF representatives at test locations.
- 3.1.5** Traveling to conduct pre-employment polygraph exams at designated locations, as assigned by ATF's representative/COR, while applying knowledge of all implemented National Center for Credibility Assessment (NCCA) and ATF polygraph policies, procedures, guidelines, and standards.
- 3.1.6** Reviewing application documents, reports of investigation and background materials for each applicant exam (to include field investigator and/or final case closing reports).
- 3.1.7** Apply Federal suitability factors and adjudicative guidelines to investigations.

## **PERFORMANCE WORK STATEMENT**

### **Contract Polygraph Examiners**

- 3.1.8** Researching and interpreting Federal, state and/or local laws and regulations, as it would pertain to admissions made by applicants in their application forms or on statements made during their polygraph exams.
- 3.1.9** Preparing and providing written reports, documents, and other materials, as well as preparing and presenting oral presentations when requested.
- 3.1.10** Exercising professional customer service skills when communicating with other internal ATF contractors, employees, examinees, and other individuals outside of the Bureau.
- 3.1.11** Attending internal and external meetings, as required by the ATF Polygraph Branch Chief or his designee.
- 3.1.12** Maintaining verbal and written communication with staff members, polygraph branch staff and management to disseminate information and coordinate implementation of policies and procedures.
- 3.1.13** Coordinating with the exam-site ATF supervisor, COR and/or technical POC regarding assignments and tasks for other team Personnel Security and Program Assistants.
- 3.1.14** Examiners might have the possibility to testify in court.

#### **4.0 Positions: Polygraph Examiner Qualifications.**

- 4.0.1** Shall be a currently Federally certified polygraph examiner. Proof is required, in advance, of successful completion/graduation from the federal polygraph examiners basic course at the NCCA) or one of its predecessors - Defense Academy for Credibility Assessment (DACA) or the Department of Defense Polygraph Institute (DoDPI).
- 4.0.2** Shall have at least five (5) years of experience conducting NCCA approved Law Enforcement Pre-Employment Test (LEPET) polygraph examinations while employed by an agency that was recognized by NCCA as having a compliant federal program. Proof will be required in advance which must be included on a resume. Must have done previous examines no less than one (1) year since the posting of the Government's solicitation.
- 4.0.3** Must not have been dismissed, relieved of duties, or had any findings that would indicate questionable integrity, including, but not limited to "Giglio" concerns, or have been removed from their position as polygraph examiner for cause or competency concerns.
- 4.0.4** Shall provide proof of maintaining NCCA approved continuing education (CE) credit hours, averaging 80 hours every two years. Must provide a transcript from NCCA, in

**PERFORMANCE WORK STATEMENT**  
**Contract Polygraph Examiners**

advance, to show the examiner is currently up to date on the NCCA continuing education requirements.

- 4.0.5 Shall provide proof of completing NCCA mandated countermeasures courses and CE credits. Must provide a transcript from NCCA, in advance, to show the examiner is currently up to date on the NCCA countermeasures training requirements.
- 4.0.6 Shall be familiar and proficient with the standards and practices within the NCCA published federal polygraph examiner handbook.
- 4.0.7 Shall make themselves available for ATF required training and NCCA required CE credits, as approved by the ATF Polygraph Branch and IAW NCCA.
- 4.0.8 Shall meet minimum ATF Polygraph Branch requirements. ATF uses two (2) handbooks: The Federal Examiners Handbook and the ATF Polygraph Branch Policy and Procedures Handbook. The selected examiners will be trained in order to certify them with the ATF specific requirements.
- 4.0.9 Shall possess investigative abilities to perform the orders assigned to them.
- 4.0.10 Shall be computer literate and efficient in software programs that support email, word processing, and data entry, which are utilized in the administration of the personnel security and information security programs.
- 4.0.11 Shall carry themselves in a manner that reflects positively on ATF. Contractors shall present themselves in a professional manner, be neatly groomed and appropriately attired, such as business attire while conducting exams (Suit jacket/ sports coat and tie). Contractors shall promote a positive workplace environment. Contractors shall exhibit professional qualities during all periods of performance and absolute integrity is required and expected. Contractors shall conduct themselves professionally at all times.

**Contractor**

Shall provide a signed and dated resume or a letter of intent to fulfill the requirements of this contract with the required NCCA transcript. Fifteen (15) candidates shall be submitted with all the required information by the contractor for review and approval by the Government. The contractor must always have access to no less the 15 candidates at all times throughout the life of the contract. The contractor to save cost should find candidates close to the above locations to keep pricing down because all travel cost will be in the examiners projected cost per exam.

No Show is an Appointment cancelled by the Government Under 24 Hours prior to Exam.

**4.1 Background Investigation**

**PERFORMANCE WORK STATEMENT**  
**Contract Polygraph Examiners**

Contractors must undergo and receive a favorably adjudicated, Federal background investigation (BI) as determined by the position's sensitivity designation. The BI is to determine the contractor's suitability to access ATF information, information technology (IT) systems and/or unescorted access to facilities.

This investigation will be conducted by or under the auspices of the ATF, Personnel Security Division (PSD) and be performed under such standards PSD may establish. If a contractor has a current BI with another agency, PSD will follow reciprocity procedures for security; however, a review to determine the contractor's compliance with all ATF agency specific requirements will be conducted prior to authorizing access to ATF information, IT systems, and/or unescorted access to facilities.

Failure to adhere to ATF's conduct and integrity guidelines and/or follow DOJ's and/or ATF's agency-specific qualifications may result in immediate disqualification of the contractor. Additionally, failure to complete the required personnel security forms and have a BI favorably adjudicated will result in disqualification. ATF must determine a favorable adjudication of the BI prior to the contractor gaining access to ATF information, IT systems and/or unescorted access to ATF's facilities.

The Contractor may be authorized access to ATF information, IT systems and/or unescorted access to facilities with an approved temporary eligibility (TE) while awaiting the completion of the full BI. The ATF Contracting Officer's Representatives may request a TE only after advising and gaining the concurrence of the contractor. Should, at any time, suitability or security issues are developed that cannot be resolved or mitigated, the contractor will no longer be granted continued access to ATF information, IT systems, and/or unescorted access to any ATF facility and will be removed from the contract/task order. (See ATF 04 Clause also)

#### **4.2 Information Technology Access and Mandatory Training**

Contractors will have access to ATF's IT system and are required to successfully complete a series of mandatory online training courses; some may require an annual recertification.

Upon award of the contract, contractors shall complete the "Non-Disclosure for Access to Unclassified Sensitive Information" through the Bureau and/or Department approved training system. Contractors shall complete "Information Security Awareness with Acknowledgment of the Rules of Behavior" and "Introduction to National Security Information" on an annual basis. Contractors shall complete one time training courses entitled "Emergency Preparedness, IS-700: FEMA – National Incident Management System" and "IS-100.LE – ICS 100 for Law Enforcement Personnel." Additional training requirements and/or mandatory compliance forms may be identified at any time and shall be completed as assigned.

Contractors shall be required to attend or complete periodic training online.

#### **4.3 Protection of Sensitive Unclassified Information**

**PERFORMANCE WORK STATEMENT**  
**Contract Polygraph Examiners**

All information obtained during the course of an investigation, even though it may be considered sensitive unclassified information, shall be protected, and only divulged on a need-to-know basis and shall not be disseminated to any parties outside of the ATF Polygraph Branch without prior approval and written consent. Sensitive information shall not be transmitted via unsecured email or Internet or disclosed to unauthorized parties. Contractors shall never furnish or divulge sensitive information contained in an investigation. Each contractor shall make every reasonable effort to protect the data associated with a background investigation and/or a personnel security record. All data, notes, copies of testimonies, copies of Reports of Investigations, etc., are the sole property of ATF and must be safeguarded against unlawful disclosure.

All orders and associated tasks shall be conducted and completed by the contractor directly and not re-assigned by the contractor to any other individual contractors, employees, or sub-contractors. The contractor shall make every effort to safeguard information at all times.

The contractor shall read, acknowledge and adhere to the terms and conditions set forth in the “Non-Disclosure Agreement for Access to Unclassified Sensitive Information.”

#### **4.4 ATF Property, Equipment and Facilities**

ATF will furnish all the equipment and facilities necessary for the Contractor to perform the duties expected of them. Any identification media, ATF provided software and all other Government property must be surrendered when requested by the ATF Polygraph Branch. All property assigned to contractors is considered accountable property and must only be returned, replaced, or transferred when coordinated with the ATF Polygraph Branch to ensure accurate property accountability. Contractors shall be required to respond and provide all property information (i.e., serial number, ATF assigned PINs, etc.) when requested by the ATF Polygraph Branch to ensure compliance for the annual mandated ATF inventory.

#### **4.5 Credentials**

All contractors tasked with performing duties associated with the Federal personnel security program may be issued official ATF credentials. Credentials should never be used for purposes other than conducting official investigations on behalf of ATF and shall never be used for personal gain. Credentials shall be safeguarded at all times. They should never be out of a contractor’s possession and should never be photocopied. Lost or stolen credentials should be reported to the ATF and the ATF Polygraph Branch immediately, as well as the local police department. Credentialing may be issued at the behest of the Program Office.

#### **4.6 Personal Identity Verification Card**

In accordance with Homeland Security Presidential Directive-12 (HSPD-12), each contractor will be issued a Personnel Identity Verification (PIV) card. The PIV card will be used as official DOJ identification media and in compliance with HSPD-12 logical systems access, utilized for access to an assigned ATF laptop. PIV cards require a re-certification every three (3) years and a full update (new card) every five (5) years. If a contractor is no longer working under the

**PERFORMANCE WORK STATEMENT**  
**Contract Polygraph Examiners**

auspices of this requirement, then the Contractor is required to return that individual's PIV to the Program Manager within 24 hours, and access will be immediately rescinded.

**5.0 Contractor Certification**

Each contractor shall provide, in advance, a copy of their NCCA certification, a copy of their NCCA continuing education (CE) credits transcript, and a copy of their resume that clearly shows 5 years of experience working for an agency that used LEPET exams to the COR.

**6.0 Place of Performance**

The place(s) of performance are listed under "Locations" under Section 2.0, "Scope of Work."

**7.0 Period of Performance**

The period of performance shall not exceed Base Year with Four (4) one (1) year options.

**8.0 Travel**

**8.1** All travel shall be included in the overall price of each exam. Travel will be borne by the contractor per exam. (Pricing of the submitted pricing examinations shall be fully loaded to INCLUDE ALL TRAVEL COSTS. Travel will NOT be paid for any standard examination).

**8.2** The only travel that might be required will be "outside" the standard examination requirement, like required internal meeting or mandatory ATF Training. This travel must be approved by the COR in advance. To be reimbursed for this type of travel, invoices, including travel expenses must provide a detailed breakdown of the actual expenditures invoiced. Contractor shall maintain the original or legible copy of receipts for all travel expenses invoiced. ATF reserves the right to request evidence of any travel expenses incurred.

**9.0 Type of Contract.** The resultant contract will be a single award Indefinite Delivery Indefinite Quantity (IDIQ) contract in accordance with both FAR Part 12, "Acquisition of Commercial Items, and FAR Part 15 "Contracting by Negotiation".

**10.0 Inspection and Acceptance**

**10.1 Inspection/Acceptance.** Supplies or services delivered under this contract shall be inspected and accepted by the COR. The Contractor shall only tender for acceptance those items/services that conform to the requirements of this contract. The Government reserves the right to inspect or test services that have been tendered for acceptance in accordance with the appropriate inspection and acceptance clause.

**10.2** The basis for acceptance shall follow the requirements objectives constraints set forth in the contract, and other terms and conditions of the contract. Deliverable items rejected shall be corrected in a timely manner.

**PERFORMANCE WORK STATEMENT**  
**Contract Polygraph Examiners**

**10.3 Acceptance Criteria.** The COR will review all draft and final deliverables to ensure accuracy, functionality, completeness, professional quality, and overall compliance within the guidelines/requirements of the delivery order. The contractor shall ensure the accuracy and completeness of all deliverables. Errors, misleading or unclear statements, incomplete or irrelevant information, and or excessive rhetoric, repetition, and “padding”, shall be considered deficiencies and shall be subject to correction by the contractor, at no additional cost to the Government. The contractor shall make any noted corrections/revisions, within five business days, after government review and comment on deliverables. If the deliverable does not meet the noted criteria, the Government will return it.

**10.4 Rejection Procedures.** If the COR rejects any deliverable, that rejected document shall be handled in the following manner:

**10.4.1** After notification that the deliverable did not meet the acceptance criteria, the Contractor shall resubmit an updated/corrected version within five (5) business days after receipt of Government comments.

**10.4.2** Upon re-submission by the Contractor, the Government will reapply the same acceptance criteria. If the deliverable does not meet the acceptance criteria a second time, the Government might consider the Contractor as having deficient performance with respect to the subject task/subtask.

**10.4.3** Any rework of rejected deliverables shall be completed at no additional cost to the Government.

**10.4.4** No payments will be issued against rejected deliverables until they are corrected and accepted by the government.

**11.0 Quality Control/Assurance**

The COR shall monitor the performance of all contractors to ensure he/she completes tasks and meets timeliness goals in accordance with all rules, regulations and mandates issued by OPM, the Office of the Director of National Intelligence, DOJ, and ATF. Due to the continuous and evolving nature of the personnel security sector, a contractor’s responsibilities and duties are subject to changes by Federal law, regulation, and policy, which may include, but are not limited to, procedural changes related to the use of government equipment, security procedures and investigative principles and priorities. High quality services and timely completion of tasks are imperative to the success of the PSD.

ATF will continuously monitor the performance of each contractor to determine the contractor’s continued eligibility to receive future orders or if necessary, termination of the agreement.

Complaints of inappropriate conduct, violations of any policies, terms of this contract, procedures and/or regulations shall be investigated and if substantiated, may result in a warning notice being issued or the contract being terminated. If a contractor’s performance fails to meet the standards necessary for the position, quality control and assurance reviews shall be conducted

**PERFORMANCE WORK STATEMENT**  
**Contract Polygraph Examiners**

and if applicable, the contractor may be issued a warning notice, or the agreement may be terminated.

Contractors suspected of submitting fraudulent invoices or work-related materials will be reported to the DOJ Office of Inspector General for investigation.

**11.1 Quality Assurance Surveillance Plan (QASP)**

See Attachment B – QASP.

**11.2 Performance Measurements**

**11.2.1 Training**

- a. Maintain Current NCCA Certification and meet the NCCA continuing education and countermeasure training requirements.

**11.2.2 Internal ATF Training must be completed timely.**

- b. As prescribed by the Bureau
  - i. Examples (such as training from JTMS (i.e., handling classified information))

**11.2.3 Dress Code**

- a. Business Attire coat and tie.

**11.2.4 NCCA Quality Assurance Program (QAP) Stated**

- a. Examiners must be certified by ATF (the owning agency)
  - i. Certification is approved via the Polygraph Branch
  - ii. The Polygraph branch notifies NCCA if the examiner is removed for whatever reason (not necessarily negative) from the agency
  - iii. Once the examiner has left service or stops conducting exams, the cert is removed

**11.2.5 Quality Assurance Reviews**

- a. Audio Reviews
- b. Customer Service
- c. Conduct exams in a timely manner
- d. Report Exams in a timely manner
- e. Abide by Quality Control (QC) instructions and corrections

**11.2.6 Comply with NCCA Federal Polygraph Examiner Handbook**

**11.2.7 Comply with ATF Polygraph Handbook**

**PERFORMANCE WORK STATEMENT**  
**Contract Polygraph Examiners**

**11.2.8** Examiner(s) must be readily available upon request by the COR. The contractor must also ensure their examiner(s) report on time promptly of the schedule time examine.

**11.2.9** Competency Rate

- a. Concur Rate of 90% or higher (collective average)
- b. Conclusive Rate of 80% or higher (NCCA standard/collective average)

The Government will reserve the right to apply a 3% disincentive decrease in payment on any examination if the above measures are not met or exceeded. The Government will provide no more than three (3) warnings to the contractor to correct the above issues before implementing this disincentive. After measure are being met again, the 3% decrease will be removed.

--- End ---

**Attachment B**

**Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)  
Special Operations Division (SOD)**



**Quality Assurance Surveillance Plan (QASP)**

**Polygraph Examiners IDIQ Contract**

**15A00023R00000061**

## **1. Purpose**

This Quality Assurance Surveillance Plan is a government-developed document used to determine if the contractor's performance meets the performance standards contained in the contract. The QASP establishes procedures on how this assessment/inspection process will be conducted. It provides the detailed process for a continuous oversight process:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

The contractor is responsible for implementing and delivering performance that meets contract standards using its Quality Control Plan. The QASP provides the structure for the government's surveillance of the contractor's performance and their Quality Assurance/Quality Control (QA/QC) actions to assure they meet contract standards. It is the government's responsibility to be objective, fair and consistent in evaluating contractor performance. This QASP is a living document. Flexibility in the QASP is required to allow for an increase or decrease in the level of surveillance necessary based on contractor performance.

The government will provide a copy of the QASP to the contractor to facilitate open communication. In addition, the QASP should recognize that unforeseen or uncontrollable circumstances might occur that are outside the control of the contractor.

Bottom line, the QASP should ensure early identification and resolution of performance issues to minimize impact on mission performance.

## **2. Authority**

Authority for issuance of this QASP is provided under Part 46 of the Federal Acquisition Regulation, Inspection of Services clauses, which provides for inspection, acceptance and documentation of the service called for in the contract or order. This acceptance is to be executed by the contracting officer or a duly authorized representative.

## **3. Roles and Responsibilities**

The following personnel shall oversee and coordinate surveillance activities. Program/Project Manager (PM) or Chief, Polygraph Branch –They will provide primary program oversight, nominate the COR, ensures the COR is trained before performing any COR duties and supports the COR's performance assessment activities. While this individual may serve as a direct conduit to provide Government guidance and feedback to the Contractor on technical matters, they are not empowered to make any contractual commitments or any contract changes on the government's behalf.

This information will be filled out subsequent to contract award:

Assigned COR:

Agency:

Telephone:

Email:

The CO will ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also ensure that the contractor receives impartial, fair, and equitable treatment under this contract. Determine the final assessment of the contractor's performance.

This information will be filled out subsequent to contract award:

Assigned CO: James Huff

Agency: Bureau of Alcohol, Tobacco, Firearms, and Explosives (ATF)

Telephone: 202-648-9117

Email: [James.Huff@atf.gov](mailto:James.Huff@atf.gov)

Contracting Officer's Representative (COR) The COR is responsible for providing continuous technical oversight of the contractor's performance. The COR uses the QASP to conduct the oversight/surveillance process. The COR shall keep a Quality Assurance file that accurately documents the contractor's actual performance. The purpose is to ensure that the contractor meets the performance standards contained in the contract. The COR is responsible for reporting early identification of performance problems to the CO. The COR is required to provide an annual performance assessment to the CO which will be used in documenting past performance. The QASP is the primary tool for surveillance of the contractor's quality program and helps the COR to document contractor performance. The COR will ensure scheduled biannual reviews, site visits, and inspections are performed to verify all standards are met satisfactorily. The review schedule will be established during the kickoff meeting and subsequently published after COR and Contractor mutual agreement. The COR is not empowered to make any contractual commitments or to authorize any contractual change on the Government's behalf. This may include performance monitors, inspectors, technical experts, or others who provide information that helps the COR monitor contractor performance. Contractor Representatives The following employees of the contractor serve as the contractor's Program Manager and Task Manager for this contract.

This information will be filled out subsequent to contract award:

Contractor Program Manager: <upon award, enter name>

Telephone: <enter number>

Email: <enter address>

Contractor Task Manager: <upon award, enter name>  
Telephone: <enter number>  
Email: <enter address>

Other Key Contractor Personnel: <upon award, enter name or delete these lines if not applicable>  
Title: <enter title>  
Telephone: <enter number>  
Email: <enter address>

#### **4. Performance Requirements and Method of Surveillance**

##### **4.1. Contract Surveillance**

The goal of the QASP is to ensure that contractor performance is effectively monitored and documented. The COR's contribution is their professional, non-adversarial relationships with the CO, PM and the contractor, which enables positive, open and timely communications. The foundation of this relationship is built upon objective, fair, and consistent COR evaluations of contractor performance against contract requirements. The COR uses the methods contained in this QASP to ensure the contractor is in compliance with contract requirements. The COR function is responsible for a wide range of surveillance requirements that effectively measure and evaluate the contractor's performance. Additionally, this QASP is based on the premise that the contractor, not the government, is responsible for management and QC/QA actions to successfully meet the terms of the contract.

##### **4.2. Surveillance Matrix**

The Surveillance Matrix (see below) is the list of performance objectives and standards that must be performed by the contractor. This matrix details the method of surveillance and frequency the COR will use to validate and inspect these performance elements. Inspection of each element will be documented in the COR file. Performance objectives define the desired outcomes. Performance Standards define the level of service required under the contract to successfully meet the performance objective. The inspection methodology defines how, when, and what will be assessed in measuring performance. The Government performs surveillance, using this QASP, to determine the quality of the contractor's performance as it relates to the performance element standards.

##### **4.3. Performance Rating Definitions**

The performance ratings below reflect definitions at FAR 42.1503 Table 42-1. The COR will use these ratings to evaluate the quality of the contractor's performance.

<b>Rating</b>	<b>Definition</b>	<b>Note</b>
(a) Exceptional	Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the Government. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
(b) Very Good	Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with some minor problems for which corrective actions taken by the contractor were effective.	To justify a Very Good rating, identify a significant event and state how it was a benefit to the Government. There should have been no significant weaknesses identified.
(c) Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
(d) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet	To justify Marginal performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the Government. A Marginal rating should be

<b>Rating</b>	<b>Definition</b>	<b>Note</b>
	identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).
(e) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the Government. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).

Note 1: Plus or minus signs may be used to indicate an improving (+) or worsening (-) trend insufficient to change the evaluation status.

Note 2: N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.

### **Surveillance Matrix**

<b>Task</b>	<b>Standard / Acceptable Quality Limits</b>	<b>Inspections</b>	<b>Rating</b>
12.2.1 Training.	Maintain 100% current NCCA Certification for all contractors.	Government will ensure that all examiners comply with NCCA Certification requirements.	

12.2.2 Internal ATF Training.	Maintain 100% current ATF prescribed training for all contractors.	In coordination with the Polygraph Branch.	
12.2.3 Dress Code.	Maintain 100% for all contractors.	In coordination with the Polygraph Branch.	
12.2.4 NCCA Quality Assurance Program (QAP) Stated.	100% Compliance with the NCCA Quality Assurance Program (QAP).	The Government Technical Representative and COR will make sure examinations are in compliance with the NCCA Quality Assurance Program (QAP).	
12.2.5 Quality Assurance Reviews.	Maintain 95% Satisfactory or above Audio reviews and customer service.	The Government will perform routine inspection on contractor's audio and customer service.	
12.2.6 Compliance with NCCA Federal Polygraph Handbook.	100% Compliance with the NCCA Federal Polygraph Handbook for all contractors.	The Government Technical Representative and COR will make sure examinations are in compliance with the NCCA Federal Polygraph Handbook.	
12.2.7 Compliance with the ATF Polygraph Handbook.	100% Compliance with the ATF Polygraph Handbook for all contractors.	The COR will monitor contractor performance and ensure compliance with the ATF Polygraph Handbook.	
12.2.8 Competency Rate.	Concur rate of 90% of higher (collective average).  Conclusive rate of 80% or higher (NCCA standard collective average).	The Government Technical Representative and COR will monitor examinations to ensure competency rates are being met.	

--- End ---

**Attachment C**

**15A00023R00000061**

**ATF-50 LIMITATIONS ON SUBCONTRACTING UNDER SMALL BUSINESS SET-ASIDES  
(May 24, 2019)**

In conjunction with the requirements of FAR 52.219-14, *Limitations on Subcontracting*, contractors shall certify the level of subcontracting proposed, prior to award of any portion of the contract set-aside or partially set-aside for a small business or 8(a) participant. Contractors shall also certify the level of subcontracting actually achieved prior to exercising any option period.

*(Offerors shall indicate "N/A" for lines that are Not Applicable.)*

1) **Services (except construction).** Offeror's/Contractor's proposed contract performance for its personnel shall be: \_\_\_\_\_ *(must be at least 50%).*

2) **Supplies (other than procurement from a non-manufacturer of such supplies).**

Offeror's/Contractor's proposed contract performance for its cost of manufacturing the supplies, excluding the cost of materials shall be: \_\_\_\_\_ *(must be at least 50%).*

3) **General construction.** Offeror's/Contractor's proposed contract performance, excluding the cost of materials, with its own employees shall be: \_\_\_\_\_ *(must be at least 15%).*

4) **Construction by special trade contractors.** Offeror's/Contractor's proposed contract performance, excluding the cost of materials, with its own employees shall be: \_\_\_\_\_ *(must be at least 25%).*

*(End of Clause)*

**--- END of RFP ---**