

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	15B61222Q00000021	<input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	08/25/2022	1 32

**IMPORTANT** -The "offer" section on the reverse must be fully completed by offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
	15B61222PR000059	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Federal Bureau of Prisons FCI Sheridan 27072 SW Ballston Rd FINANCIAL MANAGEMENT Sheridan, OR 97378	15B612	

9. FOR INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (Include area code)(NO COLLECT CALLS)
	D. Bowen dbowen@bop.gov	503-843-6349

**SOLICITATION**

NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date)

Statement of Work, Yamhill County Construction Wage Rates, Institution Drawings.

11. The Contractor shall begin performance within 10 calendar days and complete it within 84 calendar days after receiving  
☒ award, ☐ notice to proceed. This performance period is ☒ mandatory ☐ negotiable. (See 52.211-10.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT  
 BONDS? (If "YES," indicate within how many calendar days after award in Item 12b).  
☐ YES ☒ NO

12b. CALENDAR DAYS

## 13. ADDITIONAL SOLICITATION REQUIREMENTS:

- a. Sealed offers in original and \_\_\_\_\_ copies to perform the work required are due at the place specified in item 8 by 08:00US (hour) local time 09/26/2022 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- b. An offer guarantee ☐ is, ☒ is not required.
- c. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- d. Offers providing less than 30 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

**OFFER (Must be fully completed by offeror)**

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	15. TELEPHONE NUMBER (Include area code)
	16. REMITTANCE ADDRESS (Include only if different than Item 14.)
CODE	FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. (Insert any number equal to or greater than the minimum requirement stated in Item 13d. Failure to insert any number means the offeror accepts the minimum in Item 13d.)

AMOUNTS

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS**

(The offeror acknowledges receipt of amendments to the solicitation -- give number and date of each)

AMENDMENT NUMBER										
DATE.										

20a. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER  
(Type or print)

20b. SIGNATURE


20c. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT  \$0.00	23. ACCOUNTING AND APPROPRIATION DATA  See Line Item Detail	
24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM	25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 3304(a) ( )
26. ADMINISTERED BY  Federal Bureau of Prisons FCI Sheridan 27072 SW Ballston Rd FINANCIAL MANAGEMENT Sheridan, OR 97378	15B612	27. PAYMENT WILL BE MADE BY  Federal Bureau of Prisons FCI Sheridan 27072 SW Ballston Rd FINANCIAL MANAGEMENT Sheridan, OR 97378

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**

<input type="checkbox"/> 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.		<input checked="" type="checkbox"/> 29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.	
30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)		31a. NAME OF CONTRACTING OFFICER (Type or print)	
		David Smith	
30b. SIGNATURE	30c. DATE	31b. UNITED STATES OF AMERICA BY 	31c. DATE 08/25/2022

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Section 2 - Commodity or Services Schedule

FCI Sheridan Control Halon System Replacement with Novec 1230

Firm Fixed Price

SCHEDULE OF SUPPLIES/SERVICES						
CONTINUATION SHEET						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE		AMOUNT
0001	Removal of old Halon Gas and related components. Replaced with Novec 1230 Fire Protection Fluid and related parts	1	JB	\$ _____	\$ _____	
	PSC: K012					

Section 3 - Special Contract Requirements

Clauses By Full Text

2852.223-70   Unsafe Conditions Due to the Presence of Hazardous Material (June 1996)

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- (a) "Unsafe condition" as used in this clause means the actual or potential exposure of contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.
- (b) 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.
- (c) Prior to commencement of work, contractors are required to inspect for and report to the contracting officer or designee 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.
- (d) 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.
- (e) 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.
- (f) 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)

FAO-0002   Magnitude

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The magnitude of this project is between \$25,000.00 and \$100,000.00.

FAO-0003   Required Insurance

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See FAR 52.228-5, Insurance - Work on a Government Installation.

The Contractor shall, at its own expense, provide and maintain during the entire performance period of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

TYPE	AMOUNT
(1) WORKERS COMPENSATION & EMPLOYER'S LIABILITY	\$100,000

The required Workmen's Compensation Insurance shall extend to cover employee's liability for accidental bodily injury or death and for occupational disease with a minimum liability of \$100,000.

(2) COMPREHENSIVE GENERAL LIABILITY with a minimum limit of:

PER ACCIDENT OR

OCCURRENCE FOR BODILY INJURY \$500,000

This insurance shall include contractor's protective and contractual liability.

(3) COMPREHENSIVE AUTOMOBILE LIABILITY with the following minimum limits:

PER PERSON \$200,000

PER OCCURRENCE FOR BODILY INJURY \$500,000

PER OCCURRENCE FOR PROPERTY DAMAGE \$ 20,000

#### FAO-0004 Pre-Construction Conference

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(a) Prior to the start of construction, Contracting Officers shall call a conference with the contractor, subcontractor(s), Warden, Controller/Business Administrator, Safety Manager, Facilities Administrator, Project Representative, A&E firm, Captain and other interested personnel to discuss the statutory labor standards, prevailing wage requirements, submission of the contractor's payrolls, subcontractor's responsibilities, institution work schedules, local policies, contraband, parking, storage of vehicles and equipment, etc.

Minutes of the conference shall be recorded, listing the names and titles of all attendees, and the subject matter of all items covered. The minutes shall be signed by the contractor and the Contracting Officer, and a signed copy placed in the contract file.

(b) The Contractor shall familiarize himself/herself with all procedures involved in normal institution routines. Any requirements which may constitute a problem or result in conflict, will be brought to the attention of the Contracting Officer or his representative for determination.

#### FAO-0005 Submittals

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Within 10 calendar days after commencement of work or as otherwise established by the Contracting Officer, all materials and articles requiring approval, as contemplated by the Materials and Workmanship clause, shall be submitted by the contractor.

The submittal process is in place to allow the Government the opportunity to determine whether materials or procedures used by the contractor are in accordance with contract requirements. It is ultimately the Contractor's responsibility via the quality control process to ensure submittal items installed under the contract and work performed on site are in accordance with industry standards and general practices.

(a) The types of submittal requirements specified in this contract may include, but is not limited to; shop drawings, product data, samples, certificates of conformance or compliance, certified test or inspection reports, equipment, materials, and miscellaneous work related submittals for construction. Individual submittal requirements are generally specified in applicable sections for each unit of work in the specifications and/or as a whole in one section in the statement of work.

- (b) The Bureau of Prisons (BOP) Contracting Officer's Representative (COR) shall act for the Contracting Officer in the review and acceptance of all submittals. The Contractor shall submit submittals as required by the contract/specifications to the COR for transmittal to the Contracting Officer. Fabrication of any work or purchase or use of any submittals (such as materials for which samples are required or equipment, etc.) shall not take place until written acceptance is given by the COR, except at the Contractor's own risk.
- (c) The Contractor shall submit all shop drawings and submittals sufficiently in advance (unless otherwise specified in the specifications) of the construction requirements to allow ample time for checking, re-submitting, and re-checking.
- (d) Failure of any materials to pass their specified tests shall be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. The Government reserves the right to disapprove any material or equipment which has previously proven unsatisfactory in service.
- (e) The Contracting Officer's or designee's approval or acceptance of submittals is not to be construed as a complete check. Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor is responsible for the satisfactory construction of all work. The Contractor is responsible for delivering a final product/system that is operational as intended by the contract requirements, regardless of any Government approvals or acceptance of submittals. The Government assumes no liability during the submittal approval/acceptance process. It is the sole responsibility of the Contractor to deliver a properly functioning product or system.

#### FAO-0006 Contractor Use of Premises

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##### Work Hours

The project schedule is based on a normal forty (40) hour work week, eight (8) hours per day, Monday through Friday, excluding Federal holidays. The Contracting Officer's Representative (COR) shall establish the work hour time frames for the duration of the project, subject to the approval of the Contracting Officer. Work hours and work days may be altered only with a 48 hour advance approval of the Contracting Officer.

NOTE: Access to the site will be available during normal working hours except during emergencies. It shall be the responsibility of the Contractor to familiarize himself, his employees, and his subcontractors of the working hours and conditions in the correctional facility, as working hours may not constitute a full eight hour day. The Government assumes no responsibility to the Contractor, nor to any of his subcontractors, for shorter hours due to institutional emergencies or entry and/or exit of workers necessitated by normal institution routines. The procedures and institutional entrance/exit routines applicable to this project will be explained at both the pre-bid conference/site visit and the pre-construction meeting.

##### Contraband

The Contractor shall inform his employees that intoxicating beverages, drugs, weapons, etc., will not be allowed on the site. Introduction of contraband shall be subject to the penalties prescribed by Title 18 USC-1791.

##### Explosives

The use of explosives is absolutely forbidden without written authorization from the Contracting Officer.

##### Parking and Temporary Office

Parking will be available at the site to the extent it does not interfere with construction activities. Otherwise, parking shall be provided for by the Contractor, at his expense, off the site for workmen employed on the project. Any temporary field office used by the Contractor shall be located in an area approved by the COR.

##### Safety and Accident Prevention

In performing work under this contract the contractor shall:

- (a) Conform to the specific safety requirements established by this contract;
- (b) Comply with the safety rules of the Government institution that concern related activities not directly addressed in this contract;
- (c) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and



- (d) Take such additional immediate precautions as the Contracting Officer and/or COR may reasonably require for safety and accident prevention purposes.

#### FAO-0007 Payment Services

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- (a) Original application for payment shall be prepared on AIA (American Institute of Architects) Form G-702 "Application and Certificate for Payment" and submitted to the Contracting Officer. The contractor may use another form; however, it shall contain similar information as the AIA Form G-702. The Contracting Officer's Representative (COR) will approve the amount of payment by signing. The approved application for payment shall be forwarded as follows: Original to Accounting; Copy for Contract Award File.
- (b) All small business contractors are required to self-certify on all invoices their small business status.
- (c) The following information is required with each application for payment:
- Name and address of contractor
  - Contract number
  - Contractor invoice/application for payment number
  - Description, price, and quantity of construction completed/rendered
  - Payment terms (reference the contract payment clause)
  - Other substantiating documentation or information required by the contract
  - Name, title, and phone number of official to be notified in the event of a defective invoice
  - Contractor TIN (Tax ID Number)

#### FAO-0008 Request for Final Inspection

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The Contractor shall give the Contracting Officer's Representative (COR) a minimum of ten (10) working days advanced written notice of the date on which the work will be fully completed and ready for the Government's final inspection.

#### FAO-0010 Assignment of Contract Administration Office and Functions

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Pursuant to FAR 42.201 and 42.202, the assigned Contract Administration Office is listed in Block 26 of the Standard Form 1442 Back. This assignment carries with it the authority to perform all of the contract administration functions listed in FAR 42.302(a) and 42.302(b) to the extent that those functions apply to the contract.

#### FAO-0012 Progress Meetings

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The Administrative Contracting Officer (ACO) shall conduct progress meetings at the project site on a monthly basis, or at intervals as determined by the ACO.

- (a) At a minimum, the attendees shall include but is not limited to:
- (1) FBOP: Administrative Contracting Officer, Contracting Officer's Representative (COR), Facility Administrator/Manager, Architect/Engineer (if applicable), Other Personnel (Executive Staff, Captain, Safety Manager, etc.).
  - (2) Contractor: Project Manager, Superintendent, and technical support disciplines as appropriate (Subcontractors, Manufacturers, Suppliers, etc.).
- (b) The meeting should include, but is not limited to issues such as:

##### Administrative Contracting Officer:

- (1) Old business from previous progress meeting(s);
- (2) Status of modifications, certified payrolls, submittals, requests for information (RFI);
- (3) Review of payments made to date and review/approve current payment request;
- (4) Status of modification proposal requests;

- (5) Discuss new business.

COR:

- (1) Status of escort coverage;
- (2) Review gate or sallyport entrance/exit issues;
- (3) Discuss other delays contractor may be experiencing;
- (4) Discuss performance/quality issues.

Contractor:

- (1) Review/discuss updated progress schedule;
- (2) Provide 30 day outlook;
- (3) Discuss other issues affecting performance.

FAO-0014 Contract Closeout Procedures (for construction contracts \$150,000 or less)

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Contract Closeout must be completed upon receipt of property and final payment.

Prior to payment of final invoice:

The Contractor shall submit the following documentation:

- (1) Guarantees and warranties;
- (2) All operation/maintenance manuals;
- (3) Consent of Surety to Final Payment (AIA Document G707), if the contractor furnished a bond;
- (4) Release of Claims (GSA Form 1142);
- (5) Evidence of no pending labor disputes;
- (6) As-built drawings/shop drawings, (if applicable);
- (7) Contractor's final invoice.

AIA forms can be obtained from The American Institute of Architects at [www.aiabookstore.com](http://www.aiabookstore.com).

GSA forms can be obtained from the General Services Administration at [www.gsa.gov](http://www.gsa.gov) (click on the "Forms Library" link).

## Section 4 - 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)
52.246-12	Inspection of Construction (Aug 1996)	
52.211-10	Commencement, Prosecution, and Completion of Work (Apr 1984)	Calendar Days: "10" No Later Than: "84 days after commencing work."
52.211-12	Liquidated Damages-Construction (Sept 2000)	(a): "\$411.41"
52.242-14	Suspension of Work (Apr 1984)	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
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52.222-11	Subcontracts (Labor Standards) (May 2014)	
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52.222-14	Disputes Concerning Labor Standards (Feb 1988)	
52.222-15	Certification of Eligibility (May 2014)	
52.222-21	Prohibition of Segregated Facilities (Apr 2015)	
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)	3: "FCI Sheridan Oregon."
52.222-26	Equal Opportunity (Sept 2016)	
52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015)	
52.222-3	Convict Labor (June 2003)	
52.222-36	Equal Opportunity for Workers with Disabilities (Jun 2020)	
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52.222-7	Withholding of Funds (May 2014)	
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52.222-9	Apprentices and Trainees (July 2005)	
52.223-11	Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016)	Substance(s): "Halon"
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)	
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)	
52.223-20	Aerosols (Jun 2016)	

Clause	Title	Fill-ins (if applicable)
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52.223-6	Drug-Free Workplace (May 2001)	
52.225-13	Restrictions on Certain Foreign Purchases (Feb 2021)	
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	
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52.236-10	Operations and Storage Areas (Apr 1984)	
52.236-12	Cleaning Up (Apr 1984)	
52.236-13	Accident Prevention (Nov 1991)	
52.236-2	Differing Site Conditions (Apr 1984)	
52.236-26	Preconstruction Conference (Feb 1995)	
52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	
52.236-6	Superintendence by the Contractor (Apr 1984)	
52.236-7	Permits and Responsibilities (Nov 1991)	
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)	
52.243-5	Changes and Changed Conditions (Apr 1984)	
52.244-6	Subcontracts for Commercial Products and Commercial Services (Jan 2022)	
52.249-1	Termination for Convenience of the Government (Fixed-Price) (Short Form) (Apr 1984)	
FAO-0015	Changes	
FAO-0016	Equitable Adjustments: Waiver and Release of Claims	

## Clauses By Full Text

### 52.21-603-70 Contracting Officer's Representative (COR) (June 2012)

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(a) David Bowen ,Electronics Technician , FCI Sheridan,503-843-6349, is hereby designated as the Contracting Officer's Representative (COR) under this contract.

(b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contractor effort, fills in details or otherwise serves to accomplish the contractual Scope of Work; evaluating performance; and certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to alter the contractor's obligations under the contract, and/or modify any of the expressed terms, conditions, specifications, or cost of the agreement. If as a result of technical discussions it is desirable to alter/change contractual obligations or the Scope of Work, the Contracting Officer shall issue such changes.

### 52.218-000 CONTINUING CONTRACT PERFORMANCE DURING A PANDEMIC INFLUENZA OR OTHER NATIONAL EMERGENCY (May 2008)

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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.
- 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]

#### 52.225-10 Notice of Buy American Requirement-Construction Materials (May 2014)

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(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "construction material," "domestic construction material," and "foreign construction material," as used in this provision, are defined in the clause of this solicitation entitled "Buy American-Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) *Requests for determinations of inapplicability.* An offeror requesting a determination regarding the inapplicability of the Buy American statute should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American statute before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) *Evaluation of offers.*

(1) The Government will evaluate an offer requesting exception to the requirements of the Buy American statute, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) *Alternate offers.*

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

#### 52.225-9 Buy American-Construction Materials (Nov 2021)

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

*Commercially available off-the-shelf (COTS) item--*

(1) Means any item of supply (including construction material) that is--

- (i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101;
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

*Construction material* means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

*Cost of components* means--

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

*Domestic construction material* means--

- (1) For construction material that does not consist wholly or predominantly of iron or steel or a combination of both--
  - (i) An unmanufactured construction material mined or produced in the United States; or
  - (ii) A construction material manufactured in the United States, if--
    - (A) The cost of its components mined, produced, or manufactured in the United States exceeds 55 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic. Components of unknown origin are treated as foreign; or
    - (B) The construction material is a COTS item; or
- (2) For construction material that consists wholly or predominantly of iron or steel or a combination of both, a construction material manufactured in the United States if the cost of foreign iron and steel constitutes less than 5 percent of the cost of all components used in such construction material. The cost of foreign iron and steel includes but is not limited to the cost of foreign iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the construction material and a good faith estimate of the cost of all foreign iron or steel components excluding COTS fasteners. Iron or steel components of unknown origin are treated as foreign. If the construction material contains multiple components, the cost of all the materials used in such construction material is calculated in accordance with the definition of "cost of components".

*Fastener* means a hardware device that mechanically joins or affixes two or more objects together. Examples of fasteners are nuts, bolts, pins, rivets, nails, clips, and screws.

*Foreign construction material* means a construction material other than a domestic construction material.

*Foreign iron and steel* means iron or steel products not produced in the United States. Produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, from the initial melting stage through the application of coatings, except metallurgical processes involving refinement of steel additives. The origin of the elements of the iron or steel is not relevant to the determination of whether it is domestic or foreign.



*Predominantly of iron or steel or a combination of both* means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. The cost of iron and steel is the cost of the iron or steel mill products (such as bar, billet, slab, wire, plate, or sheet), castings, or forgings utilized in the manufacture of the product and a good faith estimate of the cost of iron or steel components excluding COTS fasteners.

*Steel* means an alloy that includes at least 50 percent iron, between 0.02 and 2 percent carbon, and may include other elements.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the domestic content test of the Buy American statute is waived for construction material that is a COTS item, except that for construction material that consists wholly or predominantly of iron or steel or a combination of both, the domestic content test is applied only to the iron and steel content of the construction materials, excluding COTS fasteners. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial product or to the construction materials or components listed by the Government as follows:

none

[Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 20 percent;

(ii) The application of the restriction of the Buy American statute to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) *Request for determination of inapplicability of the Buy American statute.*

(1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.

(d) *Data.* To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

**FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON**

<b>Construction material description</b>	<b>Unit of measure</b>	<b>Quantity</b>	<b>Cost (dollars)*</b>
<i>Item 1:</i>			
Foreign construction material.			
Domestic construction material.			
<i>Item 2:</i>			
Foreign construction material.			
Domestic construction material.			

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued)].

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

(End of clause)

**52.236-14 Availability and Use of Utility Services (Apr 1984)**

(a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

(b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

**52.24-403-70 Notice of Contractor Personnel Security Requirements (OCT 2005)**

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) <sup>1</sup> entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

#### 1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term <sup>2</sup> contractor employee whose background investigation (BI) process begins on or after October 27, 2005:

- a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
- b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
- c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:

- High Risk - Background Investigation (5 year scope)
- Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
- Low Risk - National Agency Check with Inquiries (NACI) investigation

d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:

- 1) Favorable review of the security questionnaire form;
- 2) Favorable fingerprint results;
- 3) Favorable credit report, if required;<sup>3</sup>
- 4) Waiver request memorandum, including both the Office of Personnel Management schedule date and position sensitivity/risk level; and
- 5) Favorable review of the National Agency Check (NAC) <sup>4</sup> portion of the applicable BI that is determined by position sensitivity/risk level.

A badge may be issued following approval of the above waiver requirements.

If the NAC is not received within five days of OPM's scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).

e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

#### 2. Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items 1a. and 1b. above. The pre-appointment waiver requirements for short-term contractors are:

- a. Favorable review of the security questionnaire form;
- b. Favorable fingerprint results;
- c. Favorable credit report, if required;<sup>5</sup> and
- d. Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.

A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PIV-I identity proofing process.

For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

#### 3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.

- a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
- b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
- c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.

- d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
- e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
- 4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
- 5. The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

**Notes:**

- 1. FIPS 201 is available at: [www.csrc.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf](http://www.csrc.nist.gov/publications/fips/fips201/FIPS-201-022505.pdf)
- 2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
- 3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
- 4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM 's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block " B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
- 5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.

[End of Clause]

#### 52.252-4 Alterations in Contract (Apr 1984)

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Portions of this contract are altered as follows:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

(End of clause)

#### 52.27-103-72 DOJ CONTRACTOR RESIDENCY REQUIREMENT BUREAU OF PRISONS (JUNE 2004)

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For three of the five years immediately prior to submission of an offer/bid/quote, or prior to performance under a contract or commitment, individuals or contractor employees providing services must have:

- 1. Legally resided in the United States (U.S.);
- 2. worked for the U.S. overseas in a Federal or military capacity; or
- 3. been a dependent of a Federal or military employee serving overseas.

If the individual is not a U.S. citizen, they must be from a country allied with the U.S. The following website provides current information regarding allied countries: <http://www.opm.gov/employ/html/citizen.htm>

By signing this contract or commitment document, or by commencing performance, the contractor agrees to this restriction.

[End of Clause]

#### DOJ-03 Personnel Security Requirements For Contractor Employees (Nov 2021); (Alt. I) -- Classified Information -- Cleared Contractors

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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

*(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 (NISP). 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

## 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.

(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) 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

- (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

*(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.

(Alt. I) [The following is added to the clause]: (g) *National security investigations will be accepted from other federal agencies under reciprocity guidelines provided all of the following are true:* (i) *The new position does not require a higher eligibility than what the subject currently possesses;* (ii) *the existing eligibility is not granted on an interim or temporary basis, or limited or one-time basis;* (iii) *the covered individual's eligibility is not currently denied, revoked, or suspended;* (iv) *the favorable adjudication was based on the 13 Adjudicative Guidelines (SEAD 4) and E.O. 12968. Agencies may accept eligibility recorded with an exception based on their own risk assessment;* (v) *the most recent background investigation is not more than seven years old;* (vi) *there is no new derogatory information of national security adjudicative relevance that has been reported/developed since last investigation;* (vii) *the Bond Amendment disqualifier (SEAD 4) does not apply and individual requires SCI, SAP, or restricted access;* and (viii) *the subject does not have a break in federal service of 24 months or longer.*

#### 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

(Alt. I) *[The following is added to the clause]:*

(5) (1) *For classified contracts, the contractor shall possess or be capable of obtaining a Department of Defense Central Adjudication Facility (DODCAF) Defense Industrial Security Clearance Facility Cage Code and the security clearance required to fully perform this contract. As directed by the COR or SPM, the contractor shall submit the information necessary to allow the Government to prepare and obtain for the Contractor a "Department of Defense Contract Security Classification Specification" (DD Form 254) for this contract. Where such clearance is required, the contractor agrees to provide information and access to contractor facilities as may be required by federal government investigators.*

(2) *Immediately after contract award (or post-award receipt of the required Facility Clearance), the contractor's Facility Security Officer (FSO) shall furnish to the COR a list of all personnel proposed to work under this contract who have been processed in accordance with the NISP by the DCSA. The contractor shall update this information as individuals are added or separated from the contract and the FSO shall provide the updated list to the COR.*

(3) *For each contractor employee who requires access to classified information under this contract, the contractor shall forward a Visit Authorization Request (VAR) indicating the current background investigation information and clearance level to the COR.*

## 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) (Alt. I) *[The following is added to the clause]:* (2) All contractor employees requiring access to classified information must appear in person at least once before an official of the contractor possessing the facility clearance, who is responsible for checking the identification documents. (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). This identity proofing must be completed prior to commencement of work by the contractor employee under this contract and badge issuance (as applicable) and must be documented by the contractor official.

(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)

**Section 5 - Attachments**

This Section Is Intentionally Left Blank

## Section 6 - Solicitation Provisions

### 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)
52.204-22	Alternative Line Item Proposal (Jan 2017)	
52.214-34	Submission of Offers in the English Language (Apr 1991)	
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)	
52.214-4	False Statements in Bids (Apr 1984)	
52.214-5	Submission of Bids (Dec 2016)	
52.214-6	Explanation to Prospective Bidders (Apr 1984)	
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)	
52.214-3	Amendments to Invitations for Bids (Dec 2016)	
52.204-7	System for Award Management (Oct 2018)	
FAO-0018	FAR Provisions	
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)	

### Provisions By Full Text

#### 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed Price [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.

(End of provision)

#### 52.236-27 Alt I Site Visit (Construction) (Feb 1995) -- Alternate I (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for --

September 9th at 10:00 am Pacific Time

*[Insert date and time]*

(c) Participants will meet at --

FCI Front Lobby, 27072 Ballston RD Sheridan OR97378

*[Insert location]*

(End of provision)

## Section 7 - Representations and Certifications

### 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)
52.204-8	Annual Representations and Certifications (May 2022)	(a)(1): "238220" (a)(2): "\$16.m"
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)	
FAO-0021	Business Management Questionnaire	

### Provisions By Full Text

#### 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)