



U.S. Department of Justice  
Federal Bureau of Prisons  
Federal Detention Center

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Office of Financial Management

SeaTac, Washington 98198

September 17, 2008

Dear Interested Offerors,

The Federal Detention Center Located in SeaTac, Washington is soliciting bids for a Spanish GED Instructor / Tutor, ( Education Support Services) from interested offerors that are able to comply with the below listed requirements, and those established in the solicitation. In this posting, our office has provided the necessary information for all interested offeror's to present a quotation for evaluation and award.

The Detention Center requests that the SF-1449 be completed in accordance with the directions listed in the upper left hand corner of the solicitation form. All "Offeror to Complete Blocks" must be completed to constitute a legitimate and responsible offer. Any block that has not been completed by the Offeror may exclude their bid from further consideration. Additional requirements of the solicitation will require the offeror to provide the requested Dun & Bradstreet Number, Tax Identification Number, Electronic Fund Transfer, and Central Contractor Registry acknowledgment information with their offer (see solicitation attachment).

The Federal Detention Center shall make an award of it's intended contract based on the satisfactory compliance and accomplishment of the above stated requirements, and the ability to present the government with the best value for the stated requirements in the solicitation package. No evaluation factors will be utilized in this solicitation, however, the consideration of the lowest offered price will be a factor in determining final award. The Detention Center has set this acquisition aside for small business concerns, and intends to make an award to a single contractor or other related small business that meets the requirements listed in the attached " Offeror Representations & Certifications".

Each Offeror is encouraged to carefully review the requirements listed in the solicitation, including the SF-1449 Solicitation Form, Statement of Work, and the attached Solicitation Clauses and Provisions prior to offering a price. Upon presenting a completed offer to the Detention Center, an offered price shall be considered valid for a minimum of at least 30 days for supplies, and 90 days for services.

Offers shall be received on or before the deadline of Friday, September 26, 2008, 3:00 p.m. PST. All mailed, or hand-carried quotations must be delivered to the Contacting Office no later than the deadline specified above. All Offerors are advised that no faxed offers will be accepted for this solicitation. If a hand carried offer to the institution is intended, the Offeror is required to notify the Contracting Officer prior the visit. The address and fax number for offers has been provided on the next page of this letter;

Address for Mailed Offers:

From Block #16 of the SF-1449

Federal Detention Center SeaTac

Attn: Scott Cooper, Contracting Officer

P.O. Box 13901

Seattle, WA 98198

If you choose not to bid on the solicitation, but would like to be on future bid lists, please write "No Bid" on the first page, and return the completed SF-1449 with contact information to the above listed address. Feel free to contact me if you have any questions or concerns regarding the quotation at 206-870-5768.

Sincerely,

A handwritten signature in black ink, appearing to read "Scott Cooper", with a long horizontal flourish extending to the right.

Scott Cooper  
Contract Specialist

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12,17,23,24, &amp; 30</i>	1. REQUISITION NUMBER SET0004-09	PAGE OF PAGES 1 31
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2. CONTRACT NO.	3. AWARD/EFF. DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SET611105-0005-09	6. SOLICITATION ISSUE DATE 09/18/2008
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7. FOR SOLICITATION INFORMATION CALL:	a. NAME Scott Cooper	b. TELEPHONE NUMBER (No collect calls) 206-870-5768	8. OFFER DUE DATE/ LOCAL TIME 09/26/2008 3:00 p.m.
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9. ISSUED BY Bureau of Prisons Federal Detention Center 2425 S. 200th Street  SeaTac WA 98198	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE : <u>100</u> % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS NAICS: 813110 SIZE STANDARD: 06.5 MILLION
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP
		13b. RATING	

15. DELIVER TO Bureau of Prisons Federal Detention Center SeaTac 2425 S. 200th Street  SeaTac WA 98198-5202	DELIVERY DATE	16. ADMINISTERED BY Federal Detention Center Attn: Contracting Office P.O. Box 13901  Seattle WA 98198
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17a. CONTRACTOR/ OFFEROR PHONE: FAX:	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER. <input type="checkbox"/>	18a. PAYMENT WILL BE MADE BY Federal Detention Center Attn: Accounts Payable P.O. Box 13901  Seattle WA 98198
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18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	THE FEDERAL DETENTION CENTER LOCATED AT 2425 S. 200TH STREET SEATAC WASHINGTON SOLICITS OFFERS FOR A SPANISH SPEAKING GED / INSTRUCTOR / TUTOR . (See attached page(s) for additional information)	260	HRS		

25. ACCOUNTING AND APPROPRIATION DATA 92 61105G1 000 25CN N 05/DJBSETIG11000 A4C0 - Y	26. TOTAL AWARD AMOUNT (For Govt Use Only)
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<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE 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.
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<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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 HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____
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30A. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
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30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Scott Cooper	31c. DATE SIGNED
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0002	PAYMENT OF 7.65% FICA TAX ( BASED ON COMBINED HOURLY SERVICE UNDER CONTRACT)		PMT		

CONTRACT NO.:	REQUISITION NUMBER SET0004-09	AWARD/EFF. DATE
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**ADDITIONAL INFORMATION:**

THE IDENTIFIED SUPPORT SERVICES SHALL BE CONDUCTED WITHIN A CORRECTIONAL SETTING FOR INMATES REQUESTING TO PARTICIPATE IN THE DETENTION CENTER'S EDUCATIONAL SERVICE PROGRAMS.

THE INTENDED PERIOD OF SERVICE UNDER AN AWARDED CONTRACT SHALL BE FROM THE DATE OF AWARD THROUGH 12 MONTHS OF SERVICE.

THIS SOLICITATION HAS BEEN SET ASIDE FOR AWARD TO AN INDIVIDUAL OR SMALL BUSINESS CONCERN INTERESTED IN PROVIDING THE REQUESTED SERVICES. REPRESENTATIONS AND CERTIFICATIONS OF SMALL BUSINESS STATUS MUST BE COMPLETED AND SUBMITTED WITH ALL OFFERS/QUOTATIONS.

THE REQUESTED SERVICES WILL BE AWARDED AS A FIRM FIXED PRICE, SINGLE AWARD SERVICE CONTRACT. A CONTRACT AWARD SHALL BE BASED ON THE EVALUATED OFFER THAT SERVES AS THE BEST VALUE TO THE GOVERNMENT, UTILIZING THE LOWEST PRICE AS A DETERMINING FACTOR. ALL OTHER STIPULATIONS LISTED UNDER THIS SOLICITATION MUST BE MET PRIOR TO RECEIVING A CONTRACT WITH THE DETENTION CENTER.

PRIOR TO A CONTRACT AWARD FOR SERVICES, THE OFFEROR WILL BE REQUIRED TO COMPLETE REQUESTED DOCUMENTS NEEDED TO MEET DEPARTMENT OF JUSTICE SECURITY REQUIREMENTS. A SUCCESSFUL URINALYSIS SHALL BE REQUIRED OF ALL POTENTIAL CONTRACTORS PRIOR TO RECEIVING A SATISFACTORY CLEARANCE DETERMINATION.

SERVICES AWARDED UNDER A CONTRACT WILL BE CONSIDERED TO BE A CONTRACTUAL ARRANGEMENT, AND NOT A PERSONNEL APPOINTMENT. PAYMENT SHALL BE BASED ON AN END PRODUCT, OR THE ACCOMPLISHMENT OF SPECIFIC RESULTS. THE SERVICES PROVIDED BY THE CONTRACTOR SHALL NOT CONSTITUTE AN EMPLOYEE / EMPLOYER RELATIONSHIP. THE CONTRACTOR WILL NOT BE SUBJECT TO GOVERNMENT SUPERVISION, EXCEPT FOR SECURITY RELATED MATTERS. HOWEVER, CONTRACTOR PERFORMANCE SHALL BE MONITORED.

AS THE REQUESTED SERVICES UNDER THIS SOLICITATION ARE NOT SUBJECT TO THE SERVICE CONTRACT ACT, NO FRINGE BENEFITS WILL BE PROVIDED UNDER THE AWARDED CONTRACT. ADHERENCE TO THE PRIVACY ACT OF 1974 IS APPLICABLE.

A STATEMENT OF WORK HAS BEEN PROVIDED TO ADVISE THE OFFEROR OF ADDITIONAL INFORMATION REGARDING WORK DESCRIPTIONS, SCHEDULES, AND CONTRACTOR RESPONSIBILITIES UNDER THIS SOLICITATION / CONTRACT.

STATEMENT OF WORK  
FOR  
SPANISH GED INSTRUCTOR/TUTOR

Description of Services:

The Federal Detention Center located in SeaTac, Washington solicits the provision of an Spanish GED Instructor/Tutor for inmates placed within a correctional environment. The Spanish GED Instructor/Tutor will assist the Education Department with tutorial and administrative duties five hours per week.

Scope of Services:

Services provided under an issued contract will consist of the following format recommendations:

The Spanish GED Instructor/Tutor must be fluent in the Spanish language. He or she will provide tutoring to Spanish speaking inmates five hours per week. The program shall provide one-on-one instruction, group discussions and classroom activities for inmates using the curriculum provided by Institute National Education Adult (INEA). There will be inmate aides to assist with classroom instructions. The Spanish GED Instructor/Tutor will be required to assist the Education Department with tutoring and administrative duties five hours. Three hours will consist of tutorial instructions and the additional two hours will be used to perform administrative duties. The goal of the program is to assist inmates with completing three levels of education as required in Mexico: Literacy, Primary and Secondary Education. The class size will be approximately 15-30 inmates in each level, not to exceed 45 for the entire program.

Record Keeping:

The Spanish GED Instructor/Tutor will provide the following services:

Track students academic progress  
Administer and grade diagnostic tests and advise Mexican Consulate and Education Staff of outcome.  
Maintain student records

The Spanish GED Instructor/Tutor will be responsible for compiling the following documents (packets):

Identification of Education Interest Form  
Ensure inmates complete the Register Form  
Two stamp size photos after the completion of Primary and Secondary Education  
Legal documentation: Certificate of Primary and Secondary Education, Birth Certificate and Test Scores after completion of each level.  
Submit a complete package Mexican Consulate once students complete each level.

Special Qualifications/Instructions:

The Offeror shall be required to have a minimum of an Associates Degree in Social Science related field of study, and have at least two years of experience interacting with Spanish speaking people. He or she must be bilingual. A copy of education requirements will be required prior to the award of this contracted service. All potential Offerors shall be required to meet established security standards prior to contract award.

Schedule:

The Offeror will be required to provide a maximum of five hours per week. The course period shall be identified as a session equaling five hours, with a maximum time allowed for performing tutoring and administrative duties. All tutoring will be performed on Tuesdays from 7:00am-10:00am and 10:00am-12:00pm will be for performing administrative duties. The actual times of course scheduling may remain flexible, however, will be determined by the Supervisor of Education.

**Supplies:**

All supplies that the Contractor may routinely need will be provided by the institution. Those supplies normally include pencils, paper, pre-GED work books, and other needed diagnostic testing materials needed to perform the services covered under this contract. Any records maintained by the Contractor under this contract will remain the property of the government.

**Contracting Officer Technical Representative:**

A designated technical representative of the Contracting Officer will be appointed to accomplish technical and basic administrative duties throughout the period of service under an awarded contract. This designated staff member will be known to the awarded contractor prior to services being performed, and will familiarize the contractor with performance requirements of the contract. The representative does have limited authority for the tasks assigned to them by the Contracting Officer, and therefore may not authorize any quantity of service or additional costs to the contract.

**Representations / Certifications:**

The Offeror shall provide the Contracting Officer with Representations and Certifications of business size, preference programs, statutory compliance and federal procurement debarment. These documents are utilized for contract reporting to related agencies and will be maintained as a contract document throughout the fiscal year of the contract.

**Payment & Electronic Fund Transfer:**

The contractor Spanish GED Instructor/Tutor will be paid every two weeks via an Electronic Fund Transfer (EFT). An Offeror has to provide an Electronic Fund Transfer (EFT) information to the Federal Detention Center prior to a contract award. The EFT information is requested in the return solicitation to insure that the Offeror is capable of receiving appropriate payments for completing the delivery of supplies or services after a contract award. The Detention Center will require the following information:

- Bank Name
- Bank Routing
- Bank Account Number
- Tax Identification Number

**Inmate Management:**

Provision of services under this contract will require frequent and unsupervised contact with inmates. The contractor will not be responsible for the management of inmates other than those involved in activities within the contractor's scope of work. The contractor will not be responsible for enforcing inmate compliance to Federal Bureau of Prisons policy or institution regulations. The contractor shall abide by all established rules and regulations of the institution.

**Institutional Security:**

Upon the acceptance of an awarded contract, the contractor agrees to adhere to all regulations prescribed by the institution for safety, custody and conduct of inmates. The contractor shall attend an orientation program, consisting of approximately four (4) hours prior to assuming their duties under an assigned contract. The date and time of this orientation will be given a week in advance. Annual refresher training is required before renewal of the badge. The contractor will undergo a security clearance which includes:

1. National Crime Information Center (NCIC) check;
2. DOJ-99 (name check)
3. FD 258 (fingerprint check)
4. Law Enforcement Agency Checks

5. Vouchering of Employers over the last five years
6. Resume/Personal Qualifications
7. OPM 329-A (Authority for Release of Information)
8. National Agency Check and Inquiries (NACI) check (If applicable)
9. Uranalysis test as prescribed by Bureau of Prisons policy prior to accomplishing duties within the institution.

Individuals and Companies supplying sub-contractors to the correctional facility must also comply with all security requirements listed under Homeland Security Presidential Directive-12.

**General Service Conditions:**

The services requested by FDC SeaTac shall be awarded under a contractual agreement and an award is not considered to be a personnel appointment. All duties outlined in this statement of work shall be performed in accordance standards and methods generally accepted within the contractor's own field of expertise. Payment shall be for actual services worked, and on the provision of an end product or accomplishment of specific results.

**Evaluation / Performance:**

Evaluations will be completed utilizing monitored performance throughout the contract period. Evaluations are utilized to ensure that proper compliance with the contract is being maintained. If the offeror receives a contract, they will be evaluated monthly and upon the conclusion of the contract period. A Final/ Interim evaluation will be sent to the contractor within a month of contract completion for review and return to the Contracting Office.

**Availability of Funds :**

All contracts awarded by the Federal Detention Center/ Bureau of Prisons are subject to the "availability of funds" which could create a delay of an award until appropriate funding becomes available, or cancellation of the service entirely. Notice to all Offerors will be given upon such a determination.

## CONTRACT CLAUSES

### A.1 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):

<http://www.arnet.gov/far>

#### I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NUMBER	DATE	TITLE
52.232-18	APR 1984	AVAILABILITY OF FUNDS

The following clauses are incorporated into this solicitation/contract by full text as follows:

### A.2 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (FEB 2007)

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defeats or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
  - (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is

reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- (g) **Invoice.** (1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--
- (i) Name and address of the Contractor;
  - (ii) Invoice date and number;
  - (iii) Contract number, contract line item number and, if applicable, the order number;
  - (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
  - (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
  - (vi) Terms of any discount for prompt payment offered;
  - (vii) Name and address of official to whom payment is to be sent;
  - (viii) Name, title, and phone number of person to notify in event of defective invoice; and
  - (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
  - (x) Electronic funds transfer (EFT) banking information.
    - (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
    - (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.
    - (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.
- (h) **Patent indemnity.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) **Payment.**--(1) **Items accepted.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) **Prompt payment.** The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.
  - (3) **Electronic Funds Transfer (EFT).** If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
  - (4) **Discount.** In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

- (5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
  - (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
  - (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws. Unique to Government Contracts paragraphs of this clause.
  - (3) The clause at 52.212-5.
  - (4) Addenda to this solicitation or contract, including any license agreements for computer software.
  - (5) Solicitation provisions if this is a solicitation.
  - (6) Other paragraphs of this clause.
  - (7) The Standard Form 1449.
  - (8) Other documents, exhibits, and attachments.
  - (9) The specification.
- (t) Central Contractor Registration (CCR).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
  - (2) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.  
  
(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
  - (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

[End of Clause]

**A.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2008)**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
  - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).
  - \_\_\_ (2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).
  - \_\_\_ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  - \_\_\_ (4) [Reserved]
  - XX (5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
  - \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-6
  - \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-6
  - \_\_\_ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
  - \_\_\_ (ii) Alternate I (OCT 1995) of 52.219-7
  - \_\_\_ (iii) Alternate II (MAR 2004) of 52.219-7
  - \_\_\_ (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)).
  - \_\_\_ (8) (i) 52.219-9, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
  - \_\_\_ (ii) Alternate I (OCT 2001) of 52.219-9
  - \_\_\_ (iii) Alternate II (OCT 2001) of 52.219-9
  - \_\_\_ (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).
  - \_\_\_ (10) 52.219-16, Liquidated Damages--Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
  - \_\_\_ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
  - \_\_\_ (ii) Alternate I (JUN 2003) of 52.219-23.

- \_\_\_ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- \_\_\_ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004) (15 U.S.C. 657 f).
- \_\_\_ (15) 52.219-28, Post-Award Small Business Program Rerepresentation (JUN 2007) (15 U.S.C. 632(a)(2)).
- \_\_\_ (16) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- \_\_\_ (17) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- XX (18) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- XX (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- XX (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- XX (21) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- \_\_\_ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- \_\_\_ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- \_\_\_ (24) (i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- XX (ii) Alternate I (AUG 2007) of 52.222-50.
- \_\_\_ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- \_\_\_ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- \_\_\_ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- \_\_\_ (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- \_\_\_ (ii) Alternate I (DEC 2007) of 52.223-16
- \_\_\_ (28) 52.225-1, Buy American Act--Supplies (JUN 2003) (41 U.S.C. 10a-10d).
- \_\_\_ (29) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).
- \_\_\_ (ii) Alternate I (JAN 2004) of 52.225-3.
- \_\_\_ (iii) Alternate II (JAN 2004) of 52.225-3.
- \_\_\_ (30) 52.225-5, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- XX (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- \_\_\_ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

- XX (34) 52.232-29, Terms of Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX (35) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (36) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (37) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (38) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (39) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- \_\_\_ (40) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (APR 2003) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]
- \_\_\_ (1) 52.222-41, Service Contract Act of 1965, (NOV 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (FEB 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
- \_\_\_ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (AUG 2007) (31 U.S.C. 5112(p)(1)).
- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

- (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--
- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
  - (ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
  - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
  - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
  - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
  - (vi) 52.222-41, Service Contract Act of 1965, (NOV 2007) (41 U.S.C. 351, et seq.).
  - (vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.
  - (viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).
  - (ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (NOV 2007) (41 U.S.C. 351 et seq.).
  - (x) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

[End of Clause]

#### **A.4 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR) (JAR 2852.201-70) (JAN 1985)**

(a) Tommy Ellis, Chaplain, Federal Detention Center

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**A.5 DEPARTMENT OF JUSTICE (DOJ) RESIDENCY REQUIREMENT - BUREAU OF PRISONS CLAUSE (JUN 2004)**

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]

**A.6 CONTRACT SECURITY (3000.03 HUMAN RESOURCE MANAGEMENT MANUAL)**

The purpose is to establish security and supervision requirements for contract and consultant personnel involved in the delivery of services to Bureau of Prisons facilities.

The following investigative procedures will be applied and appropriate forms completed before an individual is permitted inside an institution.

**Responsibilities of Personnel Security Officer**

- National Crime Information Center (NCIC) Check
- Name Check

**Responsibilities of Program Manager**

- FD-258 Fingerprint Check
- Law Enforcement Agency Checks
- Vouchering of employers over the past five years
- Completed OF-306, Declaration for Federal Employment, and  
Appropriate Resume or Optional Application
- Completed Contractor Pre-employment Form
- Release of Information
- Urinalysis - If the test is positive the contractor will  
be disqualified from being awarded the contract.

**A.7 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) (See Note i) 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 (See Note ii) 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; (See Note iii)
  - (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) (See Note iv) 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; (See Note v) 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.

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NOTES:

- i 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)
- ii 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.
- iii 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.
- iv 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.
- v 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.

**A.8 SECURITY OF SYSTEMS AND DATA, INCLUDING PERSONALLY IDENTIFIABLE INFORMATION (MAR 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 Systems, including by not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards and DOJ Order 2640.2E. 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, FISMA data reviews, and access by the DOJ 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 DJB 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 IT Security Standard 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 hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR).

If the data breach occurs outside of regular business hours and/or neither the CO or the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one 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 by OMB) was, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department 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 the Department. 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 (MAR 2008)

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]

**A.9 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):

<http://www.arnet.gpv/far>

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52.212-1

JUN 2008

INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

The following provisions are incorporated into this solicitation by full text as follows:

**A.10 COMMON LAW EMPLOYEE PROVISION (OCT 2003)**

This service has been determined to be that of a common law employee if awarded to an individual. Therefore, the following applies:

- Individuals, other than corporations, shall submit a fully completed W-4, Employee's Withholding Allowance Certificate, along with their quotation or offer.
- When award is made to an individual, the provision of these services has been determined to meet certain criteria for creating a common law employment relationship. Therefore, the BOP is responsible for the payment of FICA taxes (7.65 percent) and the withholding of the individual employee's taxes. These responsibilities apply only when award of this solicitation is made to an individual. It does not apply to companies or individuals who are incorporated. For evaluation purposes, an additional 7.65 percent will be added to the price submitted by individuals who are not incorporated.
- An award made to an individual resulting from this solicitation is not subject to 52.212-4(i), Prompt Payment Act.
- In addition, to any security requirements, the following forms will be provided to the contractor for completion prior to contract award:
  - Direct Deposit (SF-1199A)
    - Federal/State/City/County Tax forms (as applicable)
    - Employee Locator Form (DOJ-233)
    - Race and National Origin Identification (SF-181)
    - Self-Identification of Handicap (SF-256)
    - Employment Eligibility Verification (I-9)

[End of Provision]

**A.11 FAITH-BASED AND COMMUNITY-BASED ORGANIZATIONS (AUG 2005)**

Faith-based and Community-based organizations can submit offers/bids/quotations equally with other organizations for contracts for which they are eligible.

[End of Provision]

**A.12 REQUIREMENTS FOR RELIGIOUS SERVICES (JAN 2005)**

Vendors responding to this solicitation must complete and submit with their quote the attached form "Credentials of Religious Services Contractor." Vendors should submit two personal references and one letter of endorsement from their local religious organization. After review of these documents by Bureau of Prisons staff, vendors may be requested to submit additional documents for review or be interviewed by Bureau of Prisons staff.