

<b>SOLICITATION, OFFER, AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		
2. CONTRACT NUMBER		3. SOLICITATION NUMBER  15F06720R0000326		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFI)		5. DATE ISSUED  09/23/2020	
6. REQUISITION/PURCHASE NUMBER		7. ISSUED BY  CODE		8. ADDRESS OFFER TO (If other than Item 7)			

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

**SOLICITATION**

9. Sealed offers in original and \_\_\_\_\_ copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 12:00:00 local time 10/23/2020  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	

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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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	A	SOLICITATION/CONTRACT FORM			I	CONTRACT CLAUSES	CONTRACT CLAUSES
	B	SUPPLIES OR SERVICES AND PRICES/COSTS		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH			
	C	DESCRIPTION/SPECS./WORK STATEMENT			J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
	E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
	F	DELIVERIES OR PERFORMANCE			L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
	G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD	
	H	SPECIAL CONTRACT REQUIREMENTS					

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

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS(%) 0.00 %	20 CALENDAR DAYS(%) 0.00 %	30 CALENDAR DAYS(%) 0.00 %	0 CALENDAR DAYS(%) 0.00 %
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE
			18. OFFER DATE

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )	23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM	
24. ADMINISTERED BY (if other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE 1200 SUBMIT ALL INVOICES VIA EMAIL TO CENTRAL_INVOICES@FBI.GOV	
26. NAME OF CONTRACTING OFFICER (Type or print) Steven McMan	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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Previous edition is unusable

**STANDARD FORM 33** (REV. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

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**Section B - Supplies or Services and Prices/Costs****SCHEDULE OF SUPPLIES/SERVICES**

## CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	FEES	AMOUNT
0001	Labor Hours One (1) Partner/Principal  PSC: R704 Base Period	150.000000	HR	\$ _____	\$ _____	\$ _____
0002	Labor Hours Three (3) Senior Policy Subject Matter Experts (SMEs) - 600 hours each.  PSC: R704 Base Period	1,800.000000	HR	\$ _____	\$ _____	\$ _____
0003	Labor Hours Two (2) Mid-Level Policy Subject Matter Experts (SMEs) - 600 hours each.  PSC: R704 Base Period	1,200.000000	HR	\$ _____	\$ _____	\$ _____
0004	Labor Hours Two (2) Junior Policy Subject Matter Experts (SMEs) - 600 hours each.  PSC: R704 Base Period	1,200.000000	HR	\$ _____	\$ _____	\$ _____
0005	Time and Materials Travel/ODC in support of CLINS 0001 through 0004.  PSC: V999 Base Period	1.000000	EA	\$ _____	\$ _____	\$ _____

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

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**Section D - Packaging and Marking**

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**Section E - Inspection and Acceptance**

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## Section F - Deliveries and Performance

### Clauses By Full Text

#### 52.242-15 Stop-Work Order (Aug 1989)

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(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

#### 52.242-17 Government Delay of Work (Apr 1984)

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(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed--

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

**Section G - Contract Administration Data**

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## Section H - Special Contract Requirements

### Clauses By Full Text

#### FBI-0011 CARS Clause: Clauses for Contracts Involving Access to Classified Information - Contract Security Requirements from Acquisition Security Unit (ASU)

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The Government intends to secure services or equipment from firms which are not deemed to be an acquisition risk. The Government reserves the right to contract with such Offerors under appropriate arrangements, when it determines that such contract will be in the best interest of the Government. Accordingly, all Offerors responding to this proposal or initiating performance of a contract are required to answer the acquisition risk questions located in Section K. All answers are to be reflective of the parent and subsidiary levels of an organization. Offerors are also required to request, collect, and forward to the Government answers to these acquisition risk questions from all subcontractors undertaking classified work under the Offeror's direction and control. Offerors are responsible for the thoroughness and completeness of each subcontractor's submission. Responses should specify, where necessary, the identity, nature, degree, and impact of any Foreign Ownership, Control, or Influence (FOCI) on their organization or activities, or the organization or activities of a subcontractor.

Additionally, a Key Management Personnel Listing (KMPL) must be submitted for each entity for which acquisition risk information is required. The KMPL must identify senior management by full legal name, position, social security number, date/place of birth, and citizenship status. The Offeror shall, in any case in which it believes that foreign influence exists or is being sought over its affairs, or the affairs of any subcontractor, promptly notify the Contracting Officer's Security Representative of all pertinent facts. The Selected Offeror shall promptly disclose to the Contracting Officer's Security Representative any information pertaining to any interest of a FOCI nature in the Selected Offeror or subcontractor that has developed at any time during the Selected Offeror's duration or has subsequently come to the Selected Offeror's attention. Written notification to the Contracting Officer is required of the Selected Offeror or any subcontractor whenever there is a change in response to any of the acquisition risk questions. The Offeror is responsible for initiating the submission of the required risk acquisition information and KMPL for all subcontractors undertaking classified work during the entire period of performance of the contract. Failure to comply shall be cause for default under the Default Clause of this contract.

In Section K, Offerors shall complete the Acquisition Risk Questions and Key Management Personnel Listing (KMPL) for the prime contractor and all proposed subcontractors. Provision of false information shall be cause for default under the Default Clause of this contract. The information in Section K regarding Key Management Personnel, which may identify U.S. persons, is being requested pursuant to the National Security Act of 1947, as amended, and Director of Central Intelligence Directive 7/6, Community Acquisition Risk Center, or superseding Acts or Directives. The FBI will use this information to conduct the acquisition risk determination and may share the information internally and externally with members of the Intelligence Community and other U.S. Government entities, if necessary, consistent with appropriate routine uses for its Central Records System (CRS), Justice/FBI-002, last published in full in the Federal Register on February 20, 1998 (63 Fed. Reg. 8671), or any updates thereto. In the absence of proof of death of any of the Key Management Personnel, their consent, or an overriding public interest, the information will not otherwise be disseminated except pursuant to the routine uses for the CRS. The Government reserves the right to prohibit individuals who are not U.S. citizens from all or certain aspects of the work to be performed under this Contract.

Foreign Ownership, Control, or Influence (FOCI) - For purposes of this clause, a U.S. company is considered under FOCI whenever a foreign interest has the power, direct or indirect, and whether or not exercisable through the ownership of the U.S. company's securities, by contractual arrangements or other means, to direct or decide matters affecting the management or operations of that company. Changed conditions, such as change in ownership, indebtedness, or the foreign intelligence threat, may justify certain adjustments to the security terms under which a company is operating, or, alternatively, that different acquisition risk mitigation measures be employed. If a changed condition is of sufficient significance, it might also result in a determination that a company is no longer considered to be an acquisition risk. There is a continuing obligation of the Selected Offeror to advise the Government of such changed conditions. Failure to abide by this obligation shall be cause for default under the Default Clause of this contract.

Factors: The following factors will be used as the basis for making an acquisition risk determination. If the Offeror, or its proposed subcontractors, meet any of the following factors, they must identify themselves as a potential FOCI company and submit themselves for a Government acquisition risk evaluation and assessment: (1) Ownership or beneficial ownership, direct or indirect, of 5 percent or more of the Offeror's company's voting securities by a foreign person. (2) Ownership or beneficial ownership, direct or indirect, of

25 percent or more of any class of the Offeror's company's non-voting securities by a foreign person. (3) Management positions, such as directors, officers, or executive personnel of the Offeror's company held by non-U.S. citizens. (4) Foreign person power, direct or indirect, to control the election, appointment, or tenure of directors, officers, or executive personnel of the Offeror's company or other decisions or activities of the Offeror's company. (5) Contracts, agreements, understandings, or arrangements between the Offeror's company and a foreign person. (6) Loan arrangements between the Offeror's company and a foreign person if the Offeror's company's (the borrower) overall debt to equity ratio is 40:60 or greater; or financial obligations that are subject to the ability of a foreign person to demand repayment. (7) Annual total revenues or net income in excess of 5 percent from a single foreign person or in excess of 30 percent from foreign persons in the aggregate. (8) Ten percent or more of any class of the Offeror's voting securities held in "nominee shares", in "street names", or in some other method that does not disclose the beneficial ownership of equitable title. (9) Interlocking directors with foreign persons and any officer or management official of the Offeror's company who is also employed by a foreign person. (10) Any other factor that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of the Offeror's company. (11) Ownership of 10 percent or more of any foreign interest. Every effort must be made to ensure that supplies are provided and integrated and services are performed using sound security components, practices, and procedures.

Acquisition of supplies or services from concerns under Foreign Ownership, Control, or Influence (FOCI) or of supplies developed, manufactured, maintained, or modified by concerns under FOCI (any or all of which shall be referred to herein as "Use of FOCI source") is of serious concern and must be approved prior to contract award and evaluated during contract performance. Approval decisions will be made on a case by case basis after the source or technology has been identified by the Offeror and subjected to a risk assessment. Any Offeror responding to this Request for Proposal (RFP), Request for Quotation (RFQ), or Sealed Bid acknowledges the Government's requirements to secure services or equipment from firms which are not an acquisition risk; are not under Foreign Ownership, Control, or Influence (FOCI); or where any FOCI, in the opinion of the Government, adversely impacts on National Security or security requirements. **The Offeror understands and agrees that the Government retains the right to reject any response to this RFP, RFQ, or Sealed Bid made by the Offeror, without any further recourse by or explanation to the Offeror, if the acquisition risk for that Offeror is determined by the Government to be an unacceptable security risk.** The risk assessment process will vary depending on the acquisition type and proposed use of a FOCI source, available risk mitigation measures, and the information/justification provided by the Offeror. Risk assessments will be on a case by case basis and will be used to determine whether the use of a FOCI source poses an unacceptable security risk. If an unacceptable security risk is determined, the Government retains the right to reject the use of a FOCI source or to require that certain risk mitigation measures be taken by the contractor. Similarly, the Government retains the unilateral right to approve the use of a FOCI source when the risk assessment indicates that such use would be in the Governments' best interests. If the use of a FOCI source is not approved, no classified information will be disclosed to the Offeror as part of the Government's rationale for non approval. The Offeror (prime and subs) may not seek reimbursement from the Government for any costs associated with responding to this RFP, RFQ, or Sealed Bid, as a result of a FOCI non#approval decision.

#### FBI-0014 Inverted Domestic Corporations

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##### Inverted Domestic Corporations

Section 743(a) of the Omnibus Appropriations Act, 2009, prohibits the Federal Bureau of Investigation from entering into any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under Section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. § 395(b)) or any subsidiary of such entity. This prohibition does not apply to contracts entered before March 11, 2009, or to any task orders issued pursuant to such contracts. The Attorney General shall waive prohibitions in the interest of national security.

The Contractor under this solicitation warrants that:

- \_\_\_ it is not a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to 6 U.S.C. § 395(b);
- \_\_\_ it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to 6 U.S.C. § 395(b), but it has submitted a request for waiver or plans to submit a request for waiver.

A copy of the approved waiver, if a waiver has been granted, or the waiver request, if a waiver has been applied for, shall be attached to the bid or proposal.

The Contractor warrants that if at anytime after award it discovers it is a foreign incorporated entity that should be treated as an inverted domestic corporation pursuant to 6 U.S.C. § 395(b) and a waiver was not obtained, the Contractor shall make an immediate and full disclosure in writing to the Contracting Officer. The Government may, however, terminate the contract at no cost to the Government.

#### FBI-0007 DOJ Security of Systems and PII - Procurement Section Directive (PSD): 11-24.101

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On 3/20/2008, the Senior Procurement Executive, DOJ, notified the FBI of requirements for addressing Department systems and data, including provisions governing the use of laptops by contractors which are to be included in all current and future contracts where a contractor handles 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 on the contract and concerns Department programs or personnel. Effective immediately if a procurement is expected to result in the acquisition of services where the contractor handles 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 procurement officials are required to incorporate the appropriate special security requirements. It should be noted that within Section A, paragraphs a, b, and d apply to all data, even data that may not be personally identifiable information (PII). Section B sets forth special security requirements that must be used in contracts involving PII obtained by the Department from a contractor, such as an information seller or data broker. A request for a waiver from the requirement to include these special security requirements, or deviations from the language (except those that are more stringent), must be made in writing to the Senior Procurement Executive. Permission for a deviation or waiver will only be granted in unusual circumstances.

**INFORMATION TO BE INCLUDED IN CONTRACT: 1.2 Special Security Requirements: A. Security of Systems and Data, Including Personally Identifiable Data: a. Systems Security:** The work to be performed under this contract requires the handling of data that originated within the Department of Justice, 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 but 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 DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FIPS 140-2 approved product; 6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed or destroyed) in accordance with security requirements applicable to DOJ; 7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts; 8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information; 9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project management 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 an 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 CO and the Contracting Officer's Representative (COR). If the data breach occurs outside of regular business hours and/or neither the CO nor the COR can be reached, the contractor shall 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 identification 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 contract 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: 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. B. Information Resellers or Data Brokers: Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certified that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department Contracting Officer so that the Department may determine whether notification would impede a law enforcement investigation or

jeopardize national security. In such cases, the contractor shall notify the individuals until it receives further instruction from the Department.

#### FBI-0006 (U) Contractor Suitability Special Security Requirement (SSR)

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Access to FBI facilities and information is subject to specific security and suitability requirements. The FBI reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee determined by the FBI, at any time prior to or during performance, to be unsuitable for access and/or present a risk of compromising sensitive government information to which he or she would have access to under this contract. Contractors will be allotted a reasonable amount of time, determined by the government, to replace the employee found not suitable for contract performance. Failure to replace the employee may result in a no cost termination by the government.

#### FBI-PSD-09-39.101 Federal Desktop Core Configuration Certification Requirements - Procurement Section Directive (PSD): 09-39.101

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The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows [http://csrc.nist.gov/itsec/guidance\\_WinXP.html](http://csrc.nist.gov/itsec/guidance_WinXP.html) Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: [http://csrc.nist.gov/itsec/guidance\\_vista.html](http://csrc.nist.gov/itsec/guidance_vista.html).

b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

c) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

#### FBI-0003 Contracting Officer's Security Representative (COSR) - Contract Security Requirements from Acquisition Security Unit (ASU)

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COSR are the designated representatives of the CO and derives their authorities directly from the CO. They are responsible for certifying the contractor's capability for handling classified material and ensuring that customer security policies and procedures are met. The COSR is the focal point for the contractor, CO, and COR regarding security issues. The COSR cannot initiate any course of action that may alter the terms of the contract. The COSR is UC Saunders and can be reached on (202) 220-9230. The provisions of this clause shall apply to the extent that any aspect of this contract requires the contractor to access classified, of Sensitive But Unclassified and/or Law Enforcement Sensitive information. If, subsequent to the date of this contract, the security requirements under this contract are changed by the FBI, as provided in this clause, and the security costs or time required for delivery under this contract are thereby increased or decreased, the contract price, delivery schedule, or both, and any other provision of this contract which may be affected shall be subject to an equitable adjustment in accordance with the procedures in the Changes clause of this contract.

#### FBI-0013 e-QIP - Contract Security Requirements from Acquisition Security Unit (ASU), Procurement Section Directive (PSD): 09-22.18

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Performance under this contract may require access to FBI locations to provide some service, product, or perform some other official function of interest to the FBI. Requirements, as identified below, to include approval by the FBI's Security Division, must be satisfied prior to access. Contractors who will require escorted access, to include short-term, intermittent, or infrequent access, to an FBI facility must complete an "Access of Non-FBI Personnel to FBI Facilities, Background Data Information Form," (FD 816), a "Privacy Act of 1974 Acknowledgment Form" (FD 484) and two Fingerprint Cards (FD 258). Completed forms should be provided to the assigned Contracting Officer's Technical Representative (COTR) at least 10 days prior to required access. Individuals requiring unescorted access to an FBI facility must complete the Standard Form 86 (SF-86), Questionnaire for National Security Positions, using the Office of Personnel Management's Electronic Questionnaires for Investigations Processing (e-QIP) and provide two Fingerprint Cards (FD 258). e-QIP is a secure website that can be accessed from any computer system which has an Internet connection. Only the signed release forms and FD 258 will need to be mailed to the identified Chief Security Officer, the SF-86 itself will be transmitted to the FBI electronically. To complete the SF-86 using e-QIP, the individual requiring unescorted access to the FBI facility must contact (insert Chief Security Officer, Division, and telephone number) in order to be initiated into e-QIP. Once this action has been accomplished, the individual should be able to access e-QIP at the following link in order to initiate and complete the electronic process: <http://www.opm.gov/e-qip/browser-check.asp>. Thoroughly read and follow the instructions for completing

the SF-86. NOTE: To fully address suitability/security issues, the FBI requires individuals to provide responses to questions on the SF-86 for the last ten years. Failure to complete the application as instructed may lead to significant delays in processing the required investigation and approval for unescorted access. Upon logging onto e-QIP, there will be a prompt to answer three "Golden" security questions to establish the user account. After completing the electronic SF-86, please print and sign the (1) Certification Form (CER) - Certify Completeness and Accuracy of your Investigation Request; (2) Medical Release Form (MEL) - Authorization for Release of Medical Information; and (3) Release Form (REL) - Authorization for Release of Information. In addition to these SF 86 release forms, the completion of a Non-Personnel Consent to Release Information (FD-979a), the United States Department of Justice Disclosure and Authorization Pertaining to Consumer Reports (DOJ 555) are required. Annotation of the assigned e-QIP Investigation Request Number on the upper right corner of each document transmitted to the identified Chief Security Officer is required for coordination with the electronic transmission and to facilitate the investigative process. The e-QIP Investigation Request Number, automatically generated by e-QIP, is located on both the header and footer of the signature forms. These release forms (five total) and FD 258 should be mailed via Federal Express or UPS Express mail directly to the following address: (insert name and address of Chief Security Officer). The use of regular U.S. mail channels may cause significant delays in processing the unescorted access request. Upon completion of processing the facility access request, the individual will be required to execute a non-disclosure agreement suitable for their approved access.

#### **FBI-0009 Personnel Security - Contract Security Requirements from Acquisition Security Unit (ASU)**

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**1.1 Personnel Security Requirements:** The administrative control and maintenance of accurate records of contractors has been identified by both the Intelligence Community and FBI Executive Management as a matter of concern. With the continuous dependency on contractors to support the FBI, to include access to FBI facilities and information, if a procurement is expected to result in the acquisition of services involving the assignment of contractor personnel to FBI locations the Program Management Officer/Contracting Officer's Technical Representative (COTR), in coordination with the assigned Chief Security Officer, are required to identify during procurement planning stages, whether an acquisition will require assignment of contractor personnel to FBI locations, and therefore require the anticipated contract to include the Special Security Clause identified below in 1.2.

**1.2 Special Security Requirements: Security Requirements Applicable to Contractor Personnel Assigned to FBI Locations:** Requirements are applicable to all individuals to be assigned to FBI locations, to include those identified as "Key Personnel", if specified in the contract. The contractor shall plan for expected attrition through advanced preparation and submission of required information. Award of this contract is anticipated to result in assignment of contractor personnel to FBI controlled or occupied space. Security and ethical conduct requirements, specific to the contract, to include a copy of the "Contractor & FBI Employees Ethics Standards Factsheet" are provided. Any questions that the contractor or contractor personnel may have on the applicability of these requirements shall be addressed to the Contracting Officer's Security Representative or (name of Chief Security Officer), Chief Security Officer, at (telephone number). As such, all contractor personnel assigned to such space must be briefed, in advance of arrival, by the contractor on the provided FBI policies and procedures, as identified in the contract, regarding ethical conduct and security requirements. A list of assigned Contractor personnel and verification of their briefing, shall be provided to the cognizant contractor security officer for subsequent transmittal to the proper FBI Security Officer assigned oversight of this contract. This list must be provided no later than seven (7) days in advance of the individual's scheduled date of initial performance at an FBI location.

Failure to provide the required verification of briefing will result in a delay of the individual's access to the facility. Additionally, within 15 days from assignment to FBI space, the employee must attend an FBI Security Awareness Briefing, which will further address FBI policies and procedures, as identified in FBI's Policy and Guidance Library. This training is currently satisfied through the contractor employee's attendance at the Security Division's Career Services Management Unit's quarterly contractor's training offered at FBI, 935 Pennsylvania Avenue, NW, Washington, DC. The assigned FBI Chief Security Officer will contact the employee with the date and time of their scheduled briefing. Failure to attend this briefing or make arrangements to attend a subsequent briefing will result in immediate removal of the employee from FBI space. If contract performance is impacted as a result of removal of the employee, the contractor may be found in default of the contract. In the event that the development of information or material is not clearly covered by the contract or regulations, the contractor is required to seek FBI guidance regarding its handling of classified and/or unclassified information. Only such persons who have been authorized by the Contracting Officer and/or the Chief Security Officer/Contracting Officer's Security Representative, if the work is for other than specified personnel, shall be assigned to this work.

In this connection, for identification purposes, the contractor will be required to submit the name, address, place and date of birth of all personnel who will be involved in the work hereunder. Said information will be required to be provided to the identified Chief Security Officer not later than seven (7) days in advance of the scheduled date of such work. Information relating to an individual(s) identified as "Key Personnel" should be reported to the Chief Security Officer after the written consent of the Contracting Officer has been received. All contractor personnel who receive a security clearance or access approval under the terms of this contract will be required to execute a FBI specified nondisclosure agreement. The contractor agrees to abide by all applicable FBI security regulations governing personnel, facilities, technical, information systems, communications and protective programs. The following reporting requirements are to be reported to the identified Chief Security Officer as promptly as possible, but in no event later than two (2) business days after receipt of such knowledge. a. Adverse Information. Contractors shall report any adverse information coming to their attention concerning any of their employees supporting this contract. Adverse information is defined as any information



that adversely reflect on the integrity or character of an employee that suggests that his or her ability to safeguard FBI Sensitive But Unclassified (SBU)/Law Enforcement Sensitive (LES) and/or classified information may be impaired, or that his or her access to the information clearly may not be in the interest of the FBI and/or National Security. b. Suspicious Contacts. Contractors shall report efforts by any individual, regardless of nationality, to obtain illegal or unauthorized access to FBI SBU/LES or classified information or to compromise an employee. c. Change in Employee Status. Contractors shall report (1) the death, (2) a name change, (3) change in marital status, (4) change to performance which alters their originally assigned location and FBI Division to which they report, (5) termination of employment. d. Employees Desiring Not to Perform on the Contract. Evidence that an employee no longer wishes to support the contract. f. Official or Unofficial Foreign Travel.

#### **FBI-0008 Financial Disclosure - Contract Security Requirements from Acquisition Security Unit (ASU)**

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1.1 Financial Disclosure Requirements: Financial considerations and foreign travel have been identified as significant elements in recent espionage cases. In response to these threats, Executive Order 12968 established a requirement that all Executive Branch personnel who are granted access to "particularly sensitive classified information" as a condition of such access, file with the agency head an annual financial disclosure report. With the continuous dependency on contractors to support the FBI, to include access to classified information, if a procurement is expected to result in the acquisition of services involving the assignment of contractor personnel to FBI locations, access to Sensitive Compartmented Information (SCI) and access to the FBI's Secret Network (FBINET) the Program Management Officer/Contracting Officer's Representative (COR), in coordination with the assigned Chief Security Officer, are required to identify during procurement planning stages, whether an acquisition will require the anticipated contract to include the Special Security Requirement identified below.

1.2 Special Security Requirement: Security Requirements Applicable to Contractor Personnel Assigned to FBI Locations, with Access to Sensitive Compartmented Information (SCI) and the FBI Secret Network (FBINET), or those selected by the Director or Deputy Director of the FBI. Requirements are applicable to all individuals to be assigned to FBI locations, to include those identified as "Key Personnel", if specified in the contract, who will require access to FBI locations, SCI and FBINET, or those selected by the Director or Deputy Director of the FBI. Award of this contract is anticipated to result in the assignment of contractor personnel to FBI controlled or occupied space with access to SCI and the FBINET. As such, all contractor personnel assigned to such space with access to SCI and FBINET, or those selected by the Director or Deputy Director of the FBI, are required to file an annual Security Financial Disclosure Form (SFDF). Information collected through these filings is used to help make personnel security determinations including whether to allow access to classified information, sensitive areas, and equipment; or to permit assignment to sensitive national security positions. The data may be subsequently used as part of a review process to evaluate continued eligibility for access to classified information or as evidence in legal proceedings. Upon request, contractor employees required to file must: a. Submit an annual financial disclosure form electronically using the SFDF. The SFDF is a web-based form that is accessible only through the FBI Intranet. Every form submitted undergoes automated analysis, and is stored in a secure database; b. Sign and submit two consent forms: Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act, (DOJ-555) and Personnel Consent to Release Information, (FD-979) to the assigned FBI Chief Security Officer. (These consent forms are used only if deemed necessary by the FBI in the event of a financial review. If a filer submitted the consent forms in a previous year, he/she would be required to resubmit only the form if requested to do so by the assigned FBI Chief Security Officer); c. Include all requested information pertaining to the filer, his or her spouse, and any dependent children. A filer whose spouse or dependent(s) refuse to provide financial information should explain the circumstances of this refusal in the Comments Section of the SFDF. The filer may be subject to penalties, including having access to classified information suspended, revoked, or denied. Individual circumstances are reviewed on a case by case basis. d. Not omit or provide false or misleading information on an SFDF. Filings are reviewed for accuracy and completeness, and filers may be contacted by FBI employees/contractors assigned the responsibility of the Financial Disclosure Program regarding any potential discrepancies and/or omissions. Contractor employees who meet the sited criteria are required to file and are responsible for the successful completion of the SFDF process. Refusal to submit financial disclosure information could result in the immediate removal of the employee from FBI space, restricted access to FBI information or denial of unescorted access to FBI facilities. Exceptions will be resolved on a case-by-case basis. If contract performance is impacted as a result of removal of the employee, the contractor may be found in default of the contract. If a contractor employee terminates employment and/or assignment to the FBI prior to the reporting requirement, the contractor employee is not required to file.

#### **FBI-0010 Warrantless Search - Contract Security Requirements from Acquisition Security Unit (ASU)**

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All cleared personnel accessing information within FBI controlled space are required to execute an FBI Form FD 1001 Consent for Warrantless Searches of Department of Justice (DOJ) Workplaces as a condition of working at FBI facilities. The FBI's Director implemented the Attorney General's policy subjecting employees to warrantless physical searches of their offices or immediate workplaces within DOJ premises when authorized by the Attorney General (AG) or the Deputy Attorney General (DAG) based upon a determination that information the Department deems credible indicates that the employee: 1) is, or may be, disclosing classified information in an unauthorized manner; 2) has incurred excessive indebtedness or has acquired a level of affluence that can not be

reasonably explained by other information; 3) had the capability and opportunity to disclose classified information that is believed to have been lost or compromised to a foreign power or an agent of a foreign power; or 4) has repeatedly or significantly mishandled or improperly stored classified information. The search may extend to the entire office or workplace and anything within it that might hold classified information, including locked containers (such as briefcases) and electronic storage media (such as computer disk and handheld computers), whether owned by the government, by the employee, or by a third party. The search may be conducted by appropriate FBI personnel and/or law enforcement officers, on an announced or unannounced basis, during the workday or after hours.

If discovered during a search, evidence of misconduct - whether related to storage or classified information, storage of sensitive but unclassified information, or a crime - will be collected and reported to appropriate authorities. Contractor personnel who will meet the above criteria will be required to sign Form FD 1001 Consent for Warrantless Searches of Department of Justice (DOJ) Workplaces (attached) upon award and forward the executed form(s) to the assigned Contracting Officer's Representative designated in Section G of the solicitation if this is a formal solicitation or listed below. All forms will be retained by the FBI during the period the individual is providing services and two years after that individual's departure before final disposition is taken.

#### FBI-0012 CARS Clause: Clauses for Procurements of Critical Assets - Contract Security Requirements from Acquisition Security Unit (ASU)

Every effort must be made to ensure that supplies are provided and integrated and services are performed using sound security components, practices, and procedures. Acquisition of supplies or services from concerns under Foreign Ownership, Control, or Influence (FOCI) or of supplies developed, manufactured, maintained, or modified by concerns under FOCI (any or all of which shall be referred to herein as "Use of FOCI source") is of serious concern and must be approved prior to contract award. Approval decisions will be made on a case by case basis after the source or technology has been identified by the Offeror and subjected to a risk assessment. The risk assessment process will vary depending on the acquisition type and proposed use of a FOCI source, available risk mitigation measures, and the information/justification provided by the Offeror. Any Offeror responding to this Request for Proposal (RFP), Request for Quotation (RFQ), or Sealed Bid acknowledges the Government's requirements to secure services or equipment from firms which are not under Foreign Ownership, Control, or Influence (FOCI), or where any FOCI, in the opinion of the Government, adversely impacts on National Security or security requirements. The Offeror understands and agrees that the Government retains the right to reject any response to this RFP, RFQ, or Sealed Bid made by the Offeror, without any further recourse by or explanation to the Offeror, if the FOCI for that Offeror is determined by the Government to be an unacceptable security risk. Risk assessments will be on a case by case basis and will be used to determine whether the use of a FOCI source poses an unacceptable security risk. If an unacceptable security risk is determined, the Government retains the right to reject the use of a FOCI source or to require that certain risk mitigation measures be taken by the Offeror. Similarly, the Government retains the unilateral right to approve the use of a FOCI source when the risk assessment indicates that such use would be in the Governments' best interests. If the use of a FOCI source is not approved, no classified information will be disclosed to the Offeror as part of the Government's rationale for non approval. The Offeror (prime and subs) may not seek reimbursement from the Government for any costs associated with responding to this RFP, RFQ or Sealed Bid, as a result of a FOCI non#approval decision.

In Section K, Offerors shall complete the Acquisition Risk Questions and Key Management Personnel Listing (KMPL) for the prime contractor and all proposed subcontractors. Provision of false information shall be cause for default under the Default Clause of this contract. The information in Section K regarding Key Management Personnel, which may identify U.S. persons, is being requested pursuant to the National Security Act of 1947, as amended, Executive Order 12829, National Industrial Security Program, and Director of Central Intelligence Directive 7/6, Community Acquisition Risk Center, or superseding Acts, Orders or Directives. The FBI will use this information to conduct the acquisition risk determination and may share the information internally and externally with members of the Intelligence Community and other U.S. Government entities, if necessary, consistent with appropriate routine uses for its Central Records System (CRS), Justice/FBI-002, last published in full in the Federal Register on February 20, 1998 (63 Fed. Reg. 8671), or any updates thereto. In the absence of proof of death of any of the Key Management Personnel, their consent, or an overriding public interest, the information will not otherwise be disseminated except pursuant to the routine uses for the CRS. The Government reserves the right to prohibit individuals who are not U.S. citizens from all or certain aspects of the work to be performed under this Contract. Foreign Ownership, Control, or Influence (FOCI) For purposes of this clause, a U.S. company is considered under FOCI whenever a foreign interest has the power, direct or indirect, and whether or not exercisable through the ownership of the U.S. company's securities, by contractual arrangements or other means, to direct or decide matters affecting the management or operations of that company. Changed conditions, such as change in ownership, indebtedness, or the foreign intelligence threat, may justify certain adjustments to the security terms under which a company is operating, or, alternatively, that different FOCI mitigation measures be employed. If a changed condition is of sufficient significance, it might also result in a determination that a company is no longer considered to be under FOCI. There is a continuing obligation of the Selected Offeror to advise the Government of such changed conditions. Failure to abide by this obligation shall be cause for default under the Default Clause of this contract.

Factors: The following factors will be used as the basis for making an acquisition risk determination. If the Offeror, or its proposed subcontractors, meet any of the following factors, they must identify themselves as a potential FOCI company and submit themselves for a Government FOCI evaluation and risk assessment: (1) Ownership or beneficial ownership, direct or indirect, of 5 percent or

more of the Offeror's company's voting securities by a foreign person. (2) Ownership or beneficial ownership, direct or indirect, of 25 percent or more of any class of the Offeror's company's non-voting securities by a foreign person. (3) Management positions, such as directors, officers, or executive personnel of the Offeror's company held by non-U.S. citizens. (4) Foreign person power, direct or indirect, to control the election, appointment, or tenure of directors, officers or executive personnel of the Offeror's company or other decisions or activities of the Offeror's company. (5) Contracts, agreements, understandings, or arrangements between the Offeror's company and a foreign person. (6) Loan arrangements between the Offeror's company and a foreign person if the Offeror's company's (the borrower) overall debt to equity ratio is 40:60 or greater; or financial obligations that are subject to the ability of a foreign person to demand repayment. (7) Annual total revenues or net income in excess of 5 percent from a single foreign person or in excess of 30 percent from foreign persons in the aggregate. (8) Ten percent or more of any class of the Offeror's voting securities held in "nominee shares", in "street names", or in some other method that does not disclose the beneficial ownership of equitable title. (9) Interlocking directors with foreign persons and any officer or management official of the Offeror's company who is also employed by a foreign person. (10) Any other factor that indicates or demonstrates a capability on the part of foreign persons to control or influence the operations or management of the Offeror's company. (11) Ownership of 10 percent or more of any foreign interest. Every effort must be made to ensure that supplies are provided and integrated and services are performed using sound security components, practices, and procedures. Acquisition of supplies or services from concerns under Foreign Ownership, Control, or Influence (FOCI) or of supplies developed, manufactured, maintained, or modified by concerns under FOCI (any or all of which shall be referred to herein as "Use of FOCI source") is of serious concern and must be approved prior to contract award and evaluated during contract performance.

Approval decisions will be made on a case by case basis after the source or technology has been identified by the Offeror and subjected to a risk assessment.

Any Offeror responding to this Request for Proposal (RFP), Request for Quotation (RFQ), or Sealed Bid acknowledges the Government's requirements to secure services or equipment from firms which are not an acquisition risk; are not under Foreign Ownership, Control, or Influence (FOCI); or where any FOCI, in the opinion of the Government, adversely impacts on National Security or security requirements. The Offeror understands and agrees that the Government retains the right to reject any response to this RFP, RFQ, or Sealed Bid made by the Offeror, without any further recourse by or explanation to the Offeror, if the acquisition risk for that Offeror is determined by the Government to be an unacceptable security risk. The risk assessment process will vary depending on the acquisition type and proposed use of a FOCI source, available risk mitigation measures, and the information/justification provided by the Offeror. Risk assessments will be on a case by case basis and will be used to determine whether the use of a FOCI source poses an unacceptable security risk. If an unacceptable security risk is determined, the Government retains the right to reject the use of a FOCI source or to require that certain risk mitigation measures be taken by the contractor. Similarly, the Government retains the unilateral right to approve the use of a FOCI source when the risk assessment indicates that such use would be in the Governments' best interests.

If the use of a FOCI source is not approved, no classified information will be disclosed to the Offeror as part of the Government's rationale for non approval. The Offeror (prime and subs) may not seek reimbursement from the Government for any costs associated with responding to this RFP, RFQ, or Sealed Bid, as a result of a FOCI non-approval decision.

#### **FBI-0002 Classified Contracts - Contract Security Requirements from Acquisition Security Unit (ASU)**

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The FBI has determined that performance of this effort requires that the Contractor have access to classified National Security Information (herein known as classified information). Classified information is Government information which requires protection in accordance with Executive Order 12356, Classified National Security Information, and supplementing directives. Executive Order 13292, dated 28 March 2003, "Further Amendment to Executive Order 12356, as amended, "Classified National Security Information" and implementation directives, provides principles and procedures for the proper classification and declassification of material. These principles and procedures are applicable to classified documents or materials generated by the contractor in performance of this contract. This clause applies to the extent that this contract involves access to information classified (select either "Confidential", "Secret" or "Top Secret"). The contractor shall comply with: (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M) (2) Any revisions to that manual, notice of which has been furnished to the contractor. The Contractor shall abide by the requirements set forth in the DD Form 254 and the National Industrial Security Program Operating Manual (NISPOM), DoD 5200.22-M for the protection of classified information at its cleared facility, if applicable, as directed by the DSS. If the Contractor has access to classified information at a FBI or other Government facility, it shall abide by the requirements set by the agency. No classified document or material provided by the FBI, or generated by the contractor pursuant to the contract, may be downgraded or declassified unless authorized in writing by the CO. The Contractor shall appoint a senior official to act as the Corporate Security Officer. The individual shall interface with the FBI Security Office on all security matters, to include physical, personnel and protection of all Government information and data accessed by the Contractor. Contractor personnel will require access to classified information and have access to classified areas. Contractor personnel shall possess at least an active and transferable Government Secret clearance at the time of proposal submission. Contractors who will have access to FBI facilities, systems or data shall possess an active and transferable Top Secret clearance at the time of proposal submission. The Government reserves the right to waive this requirement for any portion of the work that deals with technologies or

data that is in the public domain. Contractor personnel assigned to this project shall be subject to routine criminal and credit checks by the FBI. Contractor personnel shall be subject to counterintelligence focused polygraph examinations at the Government's discretion.

The polygraph examinations may be required prior to acceptance or at any time during the task order, without notice. The contractor shall maintain an overall security program in accordance with the requirements of the NISP. All automated information systems utilized to process FBI information will be operated in accordance with the requirements of the NISPOM, NISPOM Supplement, dated February 1995, DCID 6/3 and/or FBI certification and accreditation policies and procedures, as appropriate. Revisions to these documents, when published, will be provided to the contractor and will become a part hereof upon such issuance. If subsequent to the date of this contract, the security classification or security requirements under this contract are caused to be changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract. The contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information. The contractor is obligated to comply with all relevant clauses and provisions incorporated into this contract and with the Contractor NonDisclosure Agreement, and as referenced therein, the NISPOM, dated January 1995, and all applicable FBI security policies and procedures, including the DCIDs. As applicable, the contractor shall maintain a security program that meets the requirements of these documents. Security requirements are a material condition of this contract. This contract shall be subject to immediate termination for default, without the requirement for a 10-day cure notice, when it has been determined by the CO that a failure to fully comply with the security requirements of this contract resulted from the willful misconduct or lack of good faith on the part of any one of the Contractor's directors or officers, or on the part of any of the managers, superintendents, or equivalents of the contractor who have supervision or direction of: a. All or substantially all of the contractor's business, or b. All or substantially all of the contractor's operations at any one plant or separate location in which this contract is being performed, or c. A separate and complete major industrial operation in connection with the performance of this contract. When deficiencies in the contractor's security program are noted which do not warrant immediate default, the contractor shall be provided a written notice of the deficiencies and be given a period of 90 days in which to take corrective action. If the contractor fails to take the necessary corrective action, the CO may terminate the whole or any part of this contract, for default. The contractor shall maintain and administer, in accordance with all relevant clauses and provisions set forth or incorporated into this contract, a security program that meets the requirements of these documents.

DJAR-PGD-05-08 Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractor

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#### NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) 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 1-9, 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; 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 PFV-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 convey 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-201-22505.pdf](http://www.csrc.nist.gov/publications/fips/fips201/FIPS-201-22505.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)

The following language is to be used in all appropriate solicitations and contracts.

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC). This includes Internet Explorer 7 configured to operate on Windows XP and Vista (in Protected Mode on Vista). For the Windows XP settings, see: [http://csrc.nist.gov/itsec/guidance\\_WinXP.html](http://csrc.nist.gov/itsec/guidance_WinXP.html) and for the Windows Vista settings, see: [http://csrc.nist.gov/itsec/guidance\\_vista.html](http://csrc.nist.gov/itsec/guidance_vista.html)

(b) The standard installation, operation, maintenance, update, and/or patching of software shall not alter the configuration settings from the approved FDCC configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

(End of Clause)

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#### DJAR-PGD-07-12 Maintaining Contractor Performance During a Pandemic or Other Emergency

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Continuing Contract Performance During a Pandemic Influenza or other National Emergency

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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.

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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.

&#160;

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

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

Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.

&#8226; Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.

&#8226; 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.

&#8226; 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.

&#8226; Determine how all employees who may telework will communicate with one another and with management to accomplish work.

Practice telework regularly to ensure effectiveness.

&#8226; Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.

&#8226; 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 contractors notification.

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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.

(End of Clause)

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#### DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

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Security of Systems and Data, Including Personally Identifiable Data.

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 but 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 DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FEPS 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 nor 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

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.

#### B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

#### Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.

(End of Clause)

#### DJAR-PGD-08-05 Contractor Certification of Compliance with Federal Tax Requirements

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##### Contractor Certification of Compliance with Federal Tax Requirements

By submitting a response to a solicitation or accepting a contract award, the contractor certifies that, to the best of its knowledge and belief, the contractor has filed all Federal tax returns required during the three years preceding the certification, has not been convicted of a criminal offense under the Internal Revenue Code of 1986, and has not, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a nonfrivolous administrative or judicial proceeding.

(End of Clause)



## Section I - Contract Clauses

### Clauses By Reference

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

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

Clause	Title	Fill-ins (if applicable)
52.253-1	Computer Generated Forms (Jan 1991)	
52.203-3	Gratuities (Apr 1984)	
52.203-5	Covenant Against Contingent Fees (May 2014)	
52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
52.203-7	Anti-Kickback Procedures (Jun 2020)	
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
52.203-12	Limitation On Payments to Influence Certain Federal Transactions (Jun 2020)	
52.203-16	Preventing Personal Conflicts of Interest (Jun 2020)	
52.204-1	Approval of Contract (Dec 1989)	
52.204-2	Security Requirements (Aug 1996)	
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
52.204-12	Unique Entity Identifier Maintenance (Oct 2016)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)	
52.204-21	Basic Safeguarding of Covered Contractor Information Systems (June 2016)	
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)	
52.211-5	Material Requirements (Aug 2000)	
52.216-24	Limitation of Government Liability (Apr 1984)	

Clause	Title	Fill-ins (if applicable)
52.216-25	Contract Definitization (Oct 2010)	
52.225-1	Buy American-Supplies (May 2014)	
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)	
52.232-1	Payments (Apr 1984)	
52.232-10	Payments under Fixed-Price Architect-Engineer Contracts (Apr 2010)	
52.232-24	Prohibition of Assignment of Claims (May 2014)	
52.232-25	Prompt Payment (Jan 2017)	
52.232-33	Payment by Electronic Funds Transfer-System for Award Management (Oct 2018)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.233-1	Disputes (May 2014)	
52.233-3	Protest after Award (Aug 1996)	
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
52.243-1	Changes-Fixed-Price (Aug 1987)	
52.246-1	Contractor Inspection Requirements (Apr 1984)	
52.249-4	Termination for Convenience of the Government (Services) (Short Form) (Apr 1984)	
52.249-6 Alt IV	Termination (Cost-Reimbursement) (May 2004) - Alternate IV (Sept 1996)	

## Clauses By Full Text

### 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

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

*[Insert one or more Internet addresses]*

(End of clause)

### 52.202-1 Definitions (Jun 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless-

- (a) The solicitation, or amended solicitation, provides a different definition;
- (b) The contracting parties agree to a different definition;
- (c) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
- (d) The word or term is defined in FAR part 31, for use in the cost principles and procedures;
- (e) The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR 1.109(a), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR 1.109(d).

(End of clause)

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 5 [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed \_\_\_\_\_ (months) (years).

(End of clause)

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#### 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond \_\_\_\_\_. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \_\_\_\_\_, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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#### 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2019)

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

"Covered foreign country" means The People's Republic of China.

"Covered telecommunications equipment or services" means--

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- (3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
- (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

"Critical technology" means--

- (1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
- (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--
  - (i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
  - (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
- (4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
- (5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
- (6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

"Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.* 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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) *Exceptions.* This clause does not prohibit contractors from providing--

- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

## (d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

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**FBI-0004 DOJ Residency Requirement - Contract Security Requirements from Acquisition Security Unit (ASU)**


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DOJ Residency Requirement: All contractor personnel employed within the United States, both United States citizens and non-United States citizens, are required to meet the following residency requirements: For three of the five years immediately prior to applying for the specific contract position, the individual must have 1) resided in the United States; 2) worked for the United States overseas in a Federal or military capability; or 3) be a dependent of a Federal or military employee serving overseas. The requirement may be waived for short term contractor personnel (performing duties for a cumulative total of 14 days or less) if there is a critical need for their specialized and unique skills. These individuals must, however, be United States citizens or Permanent Resident Aliens.

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**FBI-0016 Representation Regarding Felony Conviction Under Any Federal law or Unpaid Delinquency Tax Liability (Deviation 2012-02) (January 2012)**


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(a) In accordance with sections 543 and 544 of Title Y, Division B of the Further Continuing Appropriations Act, 2012 (Pub. L. 112-55), None of the funds made available by that Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation (1) convicted of a felony criminal violation of any Federal law within the preceding 24 months, unless an agency has considered suspension and debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or (2) with an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government. (b) By accepting this award or order, in writing or by performance, the offeror/contractor represents that - (1) the offeror/contractor is not a corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months; and (2) the offeror/contractor is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

**Section J - List of Attachments**

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

### Provisions By Full Text

#### 52.204-8 Annual Representations and Certifications (Mar 2020)

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(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541611 [insert NAICS code].

(2) The small business size standard is \$16,500,000.00 [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.203-18, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. This provision applies to all solicitations.

(iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(vi) 52.204-26, Covered Telecommunications Equipment or Services--Representation. This provision applies to all solicitations.

(vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation.

(viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(x) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

(xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$83,099, the provision with its Alternate II applies.

(D) If the acquisition value is \$83,099 or more but is less than \$100,000, the provision with its Alternate III applies.



(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xxiii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xxiv) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxv) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:  
[Contracting Officer check as appropriate.]

\_\_\_ (i) 52.204-17, Ownership or Control of Offeror.

\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

\_\_\_ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

\_\_\_ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

\_\_\_ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically in SAM website accessed through <https://www.sam.gov>. After reviewing the SAM information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

#### 52.204-17 Ownership or Control of Offeror (Jul 2016)

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

"Commercial and Government Entity (CAGE) code" means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it \_\_\_ has or \_\_\_ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code:

Immediate owner legal name:

*(Do not use a "doing business as" name)*

Is the immediate owner owned or controlled by another entity?: \_\_\_ Yes or \_\_\_ No.

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:

Highest-level owner legal name:

*(Do not use a "doing business as" name)*

(End of provision)

#### 52.207-4 Economic Purchase Quantity-Supplies (Aug 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

#### Offeror Recommendations

Item	Quantity	Price Quotation	Total
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(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend

or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

**FBI-0015 Representation Regarding Felony Conviction Under Any Federal law or Unpaid Delinquency Tax Liability (Deviation 2012-02) (January 2012)**

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(a) In accordance with sections 543 and 544 of Title Y, Division B of the Further Continuing Appropriations Act, 2012 (Pub. L. 112-55), None of the funds made available by that Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with a corporation (1) convicted of a felony criminal violation of any Federal law within the preceding 24 months, unless an agency has considered suspension and debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government, or (2) with an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The offeror represents that, as of the date of this offer-

(1) the offeror is [ ] is not [ ] a corporation convicted of a felony criminal violation under any Federal law within the preceding 24 months;

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

**52.209-2 Prohibition on Contracting with Inverted Domestic Corporations--Representation (Nov 2015)**

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(a) *Definitions.* "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) *Representation.* The Offeror represents that--

(1) It \_\_is, \_\_is not an inverted domestic corporation; and

(2) It \_\_is, \_\_is not a subsidiary of an inverted domestic corporation.

(End of provision)

**52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications (Jun 2020)**

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

"Person"--

(1) Means--

(i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"--

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically--

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at *CISADA106@state.gov*.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) 25.703-4, by submission of its offer, the offeror--

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(d) *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if--

(1) This solicitation includes a trade agreements notice or certification (*e.g.*, 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of provision)

#### 52.209-5 Certification Regarding Responsibility Matters (Oct 2015)

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

(i) The Offeror and/or any of its Principals--

(A) Are \_\_\_ are not \_\_\_ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have \_\_\_ have not \_\_\_, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are \_\_\_ are not \_\_\_ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have \_\_\_, have not \_\_\_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

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

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

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has \_\_\_ has not \_\_\_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

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

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.209-7 Information Regarding Responsibility Matters (Oct 2018)

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

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of provision)

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52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Dec 2019)

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The Offeror shall not complete the representation in 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 the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Items.

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

"Covered telecommunications equipment or services", "critical technology", and "substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* 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. Contractors are not prohibited from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or 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) *Representation.* The Offeror represents that 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.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it "will" provide covered telecommunications equipment or services", the Offeror shall provide the following information as part of the offer--

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

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

(End of provision)

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52.204-3 Taxpayer Identification (Oct 1998)

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(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C.7701(c) and 3325(d), reporting requirements of 26 U.S.C.6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C.7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

\_\_\_ TIN:\_\_\_\_\_.

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR1.6049-4;

\_\_\_ Other \_\_\_\_\_.

(f) *Common parent.*

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(End of provision)



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

## Provisions By Reference

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

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

Provision	Title	Fill-ins (if applicable)
52.204-6	Unique Entity Identifier (Oct 2016)	
52.204-7	System for Award Management (Oct 2018)	
52.204-16	Commercial and Government Entity Code Reporting (Jul 2016)	
52.214-34	Submission of Offers in the English Language (Apr 1991)	
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)	
52.222-46	Evaluation of Compensation for Professional Employees (Feb 1993)	

## Provisions By Full Text

**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):

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

*[Insert one or more Internet addresses]*

(End of provision)

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

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_\_\_\_\_.

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

(End of provision)

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

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

(End of provision)

#### 2852.233-70 Protests Filed Directly with the Department of Justice (Jan 1998)

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(a) The following definitions apply in this provision:

- (1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
  - (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
  - (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (b) A protest filed directly with the Department of Justice must:
- (1) Indicate that it is a protest to the agency.
  - (2) Be filed with the Contracting Officer.
  - (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
  - (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
  - (5) Include the information required by FAR 33.103(d)(2):
    - (i) Name, address, facsimile number and telephone number of the protestor.
    - (ii) Solicitation or contract number.
    - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
    - (iv) Copies of relevant documents.
    - (v) Request for a ruling by the agency.
    - (vi) Statement as to the form of relief requested.
    - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
    - (viii) All information establishing the timeliness of the protest.
  - (c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.
  - (d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.
  - (e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
  - (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
  - (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
  - (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protestor for any legal fees related to the agency protest.
  - (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
  - (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
  - (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.

(End of Clause)

## Section M - Evaluation Factors for Award

### Provisions By Reference

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

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Provision	Title	Fill-ins (if applicable)
52.217-5	Evaluation of Options (July 1990)	
52.217-4	Evaluation of Options Exercised at the Time of Contract Award (June 1988)	

### Provisions By Full Text

#### FBI-0005 Source Selection Evaluation Board - Contract Security Requirements from Acquisition Security Unit (ASU)

The requirement for a Security Proposal is as follows: Security is a criterion in the evaluation of proposals received in response to this solicitation. The security proposal should be submitted as a separate document/file from the cost and technical proposal and has a twenty-five (25) page limit which includes all tabs, dividers, cover sheets, etc. The Security Proposal will be evaluated as pass/fail. Failure to receive a passing evaluation will disqualify the proposal package from the solicitation. The security proposal shall include a description in detail of the following: a. The contractor's security processes for personnel security, including management of clearances; b. The contractor's practices for access to, control of, and storage of classified material; c. How these processes and procedures will be applied to the requirements of this proposal; d. The contractor's cleared facilities that will be dedicated to this program including date of certification, Cage Code, and Cognizant Security Agency. e. The contractor's willingness to participate in the Contractor Polygraph Program. f. Description of the assumptions on which the contractor based the security proposal. The security evaluation shall consider the Offeror's understanding of the security regulatory environment as applied to FBI's requirements, soundness of the Offeror's security approach and risk.