REQUEST FOR QUOTATION
(THIS IS NOT AN ORDER)

THIS RFQ [X] IS [ ] IS NOT A SMALL BUSINESS SET-ASIDE

PAGE OF PAGES 1 | 65

1. REQUEST NO.	2. DATE ISSUED	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/ OR DMS REG. 1	RATING
15A00025Q00000069	06/15/2025	DJA-25-APSD-PR-0035		

5a. ISSUED BY

ATF - ACQUISITIONS MANAGEMENT DIVISION
99 NEW YORK AVE. NE, #3.S-153
WASHINGTON, DC 20226

6. DELIVER BY (Date)

7. DELIVERY
[ ] FOB DESTINATION [X] OTHER *(See Schedule)*

5b. FOR INFORMATION CALL (NO COLLECT CALLS)

NAME	TELEPHONE NUMBER	
	AREA CODE	NUMBER
Sheray Millhouse | Sheray.Millhouse@ATF.gov	202	6489071 Ext.:

8. TO:

a. NAME

b. COMPANY

c. STREET ADDRESS

d. CITY

e. STATE

f. ZIP CODE

9. DESTINATION

a. NAME OF CONSIGNEE

b. STREET ADDRESS

c. CITY

d. STATE

e. ZIP CODE

10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date)

06/15/2030 05:00 ET

IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or service. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotation must be completed by the quoter.

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	Field, Background-Investigative Services - Anticipating multiple-award, Basic-Ordering Agreements (BOAs) as a result Firm Fixed Price See Continuation Sheet(s)				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS NUMBER	d. CALENDAR DAYS PERCENTAGE
	0.00 %	0.00 %	0.00 %	0	0.00

NOTE: Additional provisions and representations [X] are [ ] are not attached.

13. NAME AND ADDRESS OF QUOTER

a. NAME OF QUOTER

b. STREET ADDRESS

c. COUNTY

d. CITY

e. STATE

f. ZIP CODE

14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION

15. DATE OF QUOTATION

16. SIGNER

a. NAME (Type or print)

b. TELEPHONE AREA CODE NUMBER

c. TITLE (Type or print)

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Section 1 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Field, Background-Investigative Services - Estimated @ 2,400 hours/points per year per awardee & $50 per point per year PSC: R615	0	EA	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Ordering Year 1 PSC: R615	0	EA	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Ordering Year 2 PSC: R615	0	EA	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Ordering Year 3 PSC: R615	0	EA	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Ordering Year4 PSC: R615	0	EA	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	Ordering Year 5 PSC: R615	0	EA	$_____	$_____

Section 2 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions, Commercial Items (FAR Deviation) (NOV 2020)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

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		
Clause	Title	Fill-ins (if applicable)
52.202-1	Definitions (Jun 2020)	
52.203-3	Gratuities (Apr 1984)	
52.204-2	Security Requirements (Mar 2021)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
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52.223-2	Reporting of Biobased Products Under Service and Construction Contracts (May 2024)	
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Clause	Title	Fill-ins (if applicable)
52.229-14	Taxes-Foreign Contracts in Afghanistan (North Atlantic Treaty Organization Status of Forces Agreement) (Nov 2021)	
52.232-1	Payments (Apr 1984)	
52.232-8	Discounts For Prompt Payment (Feb 2002)	
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52.237-3	Continuity of Services (Jan 1991)	
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DOJ-01	Whistleblower Information Distribution (Oct 2021)	
DOJ-02	Contractor Privacy Requirements (JAN 2022)	
DOJ-03	Personnel Security Requirements For Contractor Employees (Nov 2021)	
DOJ-08	Continuing Contract Performance During a Pandemic Influenza or other National Emergency (OCT 2007)	

Clauses By Full Text

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 [insert the period of time within which the Contracting Officer may exercise the option]. (End of clause)

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

(a) Mr./Ms. TBD of ATF , HQ 99 New York Ave NE , Mailstop TBD , is hereby designated to act as Contracting Officer's Representative (COR) under[Agreement # TBD] , for the period of 60 months from the date of award (specify the performance period of the contract that the designation covers).

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

(End of Clause)

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

(a) It is DOJ policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in “*DOJ Policy Statement 1200.02, Federal Workforce Responses to Domestic Violence, Sexual Assault, and Stalking,”* available in full for public viewing at: *http://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplacee-responses-to-domesticeviolence-sexualassault-stalking.pdf.*
Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all Vendor employees and employees of subcontractors who will be assigned to work on DOJ premises.
(b) Upon contract award, DOJ will provide the Contractor with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking for the component or components where the Contractor will be performing. The Contractor agrees to inform its employees and employees of subcontractors, who will be assigned to work on DOJ premises, with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking.
(End of Clause)

ATF-04 Personnel Security Requirements (APRIL 2025)

Candidate Screening

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

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

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

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

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

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

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

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

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

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

a) The Candidate, his/her spouse, or his/her minor child with a financial interest in a firearms or explosives entity may have to surrender the license/permit and/or the financial interest in the business before the Candidate enters duty.

b) ATF's Office of Chief Counsel will make regarding financial interests held by the Candidate, his/her spouse, or his/her minor child in the alcohol and tobacco industries prior to the Candidate entering on duty.

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

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

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

4. *Prohibited Persons.* ATF applies a specific policy to Candidates relating to an individual's prohibition from possessing or receiving firearms, explosives, and/or ammunition. This policy, based on the prohibitions outlined in the Gun Control Act (18 U.S.C. Chapter 44) and Importation, Manufacture, Distribution, and Storage of Explosives Materials (18 U.S.C. Chapter

40), is applied to the Candidate's responses to ATF F 8620.57, Prohibited Persons Questionnaire (completed as part of the Personnel Security Package). ATF will conduct law enforcement and court record checks to determine whether the Candidate complies with this ASQ.

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

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

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

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

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

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

1) Foreign nationals' country of citizenship must be on the approved countries list as defined by the Federal Personnel Vetting Investigative Standards or superseding regulations.

2) Candidates who are non-U.S. citizens may not be authorized access to or assist in the development, operation, management or maintenance of ATF IT systems unless temporary eligibility has been approved by the ATF Director, with the concurrence of the DOJ Chief Information Officer and the Department Security Officer.

6. *Selective Service.* Although there are a few exceptions, the Military Selective Service Act requires all male U.S. citizens born after December 31, 1959, who are 18 years old but not yet 26 years old to register with the Selective Service. Male Candidates should access https://www.sss.gov/ to verify that they are registered with the Selective Service. This requirement is applied to male Candidates' responses on Optional Form (OF) 306, Declaration for Federal Employment. ATF will also conduct a Selective Service query to determine whether the Candidate complies with the Selective Service Laws and this ASQ.

7. *Homeland Security Presidential Directive 12 (HSPD-12).* This Directive sets forth policy regarding the completion of a Personal Identity Verification (PIV) check prior to the Candidate being provided a federally-issued identification card for a Federal building and access to Government IT systems.

a) When requested by an ATF representative, the Candidate must be able to present (in person for viewing) two forms of original, unexpired government-issued identification in accordance with HSPD-12 requirements (e.g., raised seal birth certificate or current passport, along with a current driver's license or state-issued photo identification card). Copies of the forms of identification and/or unexpired documents are not acceptable.

b) The COR or other approved ATF representative must complete a PIV check form and submit it along with the Personnel Security Package to the PSD.

c) The Contractor should advise the Candidate to locate the necessary forms of identification and/or documents in advance to assist in timely completion of this part of the personnel security process.

E. Contractor's Preliminary Determination of Employment Eligibility. The Contractor must make a preliminary determination whether the Candidate complies with the ASQs after reviewing the Candidate's completed Personnel Security Package.

1. When a Contractor determines that a Candidate is not in compliance with one or more of the ASQs, the Contractor should not submit the Candidate's Personnel Security Package for personnel security processing and should identify a new Candidate for consideration.

2. When a Contractor makes an initial determination that the Candidate complies with the ASQs, the Contractor should follow the below guidance relating to the E-Verify Program, Tentative Employment Offer, and Employment References. Once the Contractor completes these responsibilities, the Contractor shall submit the Candidate's Personnel Security Package to the CO/COR.

F. E-Verify Program. Once the Contractor makes a preliminary determination that the Candidate is in compliance with ATF ASQs, the Contractor must access the Department of Homeland Security's E-Verify Program to verify the Candidate's U.S. employment eligibility, regardless of the Candidate's citizenship status. If the Contractor cannot verify the Candidate's employment eligibility, the Candidate's Personnel Security Package shall not be forwarded to the CO/COR.

1. Contractors must register for access to the E-Verify Program on-line at https://www.e-verify.gov/employers/enrolling-in-e-verify. This website provides instructions to employers on completing a Memorandum of Understanding required for official registration in the E-Verify Program.

2. Contractors requesting additional information about the Program can visit the E-Verify website at www.dhs.gov/E-Verify or call the E-Verify Program office at 1-888-464-4218.

G. Notification of Candidate Employment Reference Checks. The Contractor shall inform the Candidate that before being approved for access, ATF will conduct Supervisory Employment Reference Checks for all the Candidate's employments during the past 2 years if the Candidate is being submitted for a Temporary Eligibility determination. In addition, Contractors shall advise Candidates that employment records may be reviewed for all employments during the past 5 years if a background investigation (BI) is conducted.

H. Personnel Security Processing. Upon completion of the Candidate screening, the Contractor shall forward the Personnel Security Package to the CO/COR. The CO/COR will review the entire Package for completeness. The CO/COR will then electronically submit the Candidate along with all applicable personnel security forms to the PSD through PSD's Case Management System. The Candidate must submit his/her fingerprint cards to the PSD via commercial mail carrier to 99 New York Avenue, Suite 1.E-300, Washington, DC 20226 for processing.

Note: The personnel security process will not begin until a full package is submitted to include fingerprint cards.

1. Costs and fees associated with the Candidate screening (including fingerprinting) incurred by the Contractor or Candidate will not be reimbursed by the Federal government.

2. If a full BI is required, it may be a lengthy process to complete, depending on the complexity of the BI.

3. To the extent practicable, the Contractor is encouraged to fill all positions with Candidates who have a current favorably adjudicated Federal BI that meets or exceeds the level of investigation required for the position. This may allow reciprocity of the Candidate's prior BI which could expedite the personnel security process.

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

1. A favorable PES determination must be made to continue with the personnel security process.

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

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

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

Request for Temporary Eligibility to Hold a Sensitive Position

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

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

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

Reciprocity

A. Criteria for Applying Reciprocity. In accordance with Executive Order 13488, guidance from the Office of Personnel Management and Security Executive Agent Directive 7 issued by the Office of the Director of National Intelligence, ATF may apply reciprocity to a prior favorably adjudicated Federal BI. In order for reciprocity to be applicable, all of the following criteria must be met:

1. The Candidate is a current ATF employee, an applicant for an ATF position, or being considered for a non-ATF personnel position.

2. A favorably adjudicated BI was conducted and meets or exceeds the position sensitivity level of the investigation required for the position.

3. If the Candidate is currently enrolled in a Continuous Evaluation/Continuous Vetting program, reciprocity can be applied regardless of when the prior reciprocal BI was completed.

4. If the Candidate is not enrolled in a CE/CV program, the prior reciprocal investigation must have been completed within the past 5 years; or

5. If the Candidate has an active security clearance (regardless of level), the investigation must have been completed within the past 7 years.

6. The Candidate has not had a break in Federal service in accordance with the Personnel Vetting - Transfer of Trust scenario.

7. The favorable adjudication was based on the criteria in 5 CFR 731, or equivalent.

8. No new issues have been identified since the favorable adjudication.

9. Issues identified in the prior BI do not have a direct nexus with the core duties of the new position, suitability standards, adjudicative guidelines, ASQs, and ATF's mission.

B. Personnel Security Process When Applying Reciprocity. If reciprocity is applicable:

1. The Candidate's Personnel Security Package must still be submitted to allow the PSD to conduct a pre-employment screening/evaluation of ATF's ASQs; and

2. A Request for Temporary Eligibility to Hold a Sensitive Position will not be processed.

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

A. Notification to CO/COR. If a Candidate is denied or disapproved for access to ATF information, IT systems, and/or unescorted access to ATF facilities due to issues found during the BI, the PSD will notify the CO/COR.

B. Notification to Contractor. The CO/COR will notify the Contractor when a Candidate's access is denied or disapproved; and the CO/COR may request that the Contractor provide another Candidate for consideration.

Privacy Act Requests

A. Request for a Copy of a BI File. Once the PSD makes a favorable or unfavorable adjudicative determination, a Candidate may receive a copy of his/her BI file by submitting a written Privacy Act request. The request must be addressed to:

Disclosure Division, Bureau of Alcohol, Tobacco, Firearms and Explosives
99 New York Avenue, NE, Suite 4E-301,
Washington, DC, 20226

B. Monetary Costs Associated with Privacy Act Request. The Candidate is responsible for assuming all monetary costs associated with such request.

Escorted Access in ATF Facilities

A. Determination That Only Escorted Access in ATF Facilities is required. In those instances where the Contractor, CO or COR believes that a Candidate will only require escorted access in ATF facilities and will not need unescorted access to ATF facilities or access to any unclassified sensitive ATF information or IT systems, the PSD should be notified of the initial assessment along with documentation with the reasons for the determination. The PSD, in consultation with the CO/COR, will make the final determination on whether the personnel security process will be conducted on the Candidate or if escorted procedures can be authorized.

Note: Escorted procedures are only permitted for intermittent access to ATF facilities, and when there will be no access to ATF information or IT systems (i.e., Xerox mechanic, shredding company/vending machine personnel, etc.)

B. Police Check Inquiries for Candidate's with Escorted Access in ATF Facilities. When the PSD determines that the Candidate will only require escorted access to ATF facilities and/or ATF construction sites, or will only be provided with access to low-risk, non-sensitive ATF information (e.g., information that does not adversely affect the conduct of Federal programs or the privacy to which individuals are entitled), the Candidate will undergo a criminal history check (police check inquiry) in lieu of the personnel security process.

1. ATF's Physical Security Programs Branch or the respective ATF field division/office is responsible for conducting police check inquiries and making a favorable or unfavorable determination whether to grant the Candidate escorted access to ATF facilities.

2. A police check inquiry is a separate procedure from the personnel security process and cannot be used as a substitution for the process; or as a temporary measure to grant access before the completion of the personnel security process.

Non-Disclosure Agreement for Access to Unclassified Sensitive Information

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

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

Self-Reporting Requirements

A. All contractor employees must comply with DOJ Policy Statement 1700.04, Department Personnel Security Reporting Requirements.

B. All contractor employees must complete the Self-Reporting Requirements for All Contractor Personnel certification. The PSD must retain a copy of this certification in the contractor employee's security file.

C. Contractor employees must self-report all arrests and allegations of misconduct (on or off duty).

D. All reports must be submitted through DOJ's Justice Security Tracking and Adjudication Reporting System iReport module. Contractor employees without access to iReport must use a hard copy reporting form provided by the COR or by requesting a copy from the PSD.

E. Additional reporting requirements are applicable for contractor employees who have access to National Security Information (NSI). See addendum A1, if applicable.

Reportable Activities of Other Covered Personnel

To ensure the protection of classified information or other information specifically prohibited by law from disclosure, covered personnel who occupy national security positions or sensitive positions, regardless of whether a clearance has been granted, must alert the PSD to reportable activities of other covered personnel that may be of potential security or counterintelligence concerns. Those activities include:

A. An unwillingness to comply with rules and regulations or to cooperate with security requirements.

B. Unexplained affluence or excessive indebtedness.

C. Alcohol abuse.

D. Illegal use or misuse of drugs or drug activity.

E. Apparent or suspected mental health issues where there is reason to believe the issues may impact the individual's ability to protect classified information or other information specifically prohibited by law from disclosure.

F. Criminal conduct.

G. Any activity that raises doubts about whether another covered person's continued eligibility is clearly consistent with the interests of national security.

H. Any misuse of U.S. Government property or information systems.

Periodic Reinvestigations

A. Periodic Reinvestigation Requirement. Until such time as individuals occupying Public Trust positions are enrolled into a CE/CV program, they must undergo periodic reinvestigations in accordance with the 2012 Federal Investigative Standards and the Department of Justice's (DOJ) Contractor Security Requirements, DOJ 1700.01. Periodic background reinvestigations are required at least every 5 years.

B. Notification When Periodic Reinvestigation is due. The PSD will contact Contractor personnel directly or through the ATF CO/ COR when they are due for reinvestigations. Contractor personnel must comply with all reinvestigation requirements and requests.

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

Continuous Evaluation/Continuous Vetting

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

Eligibility to Access Classified National Security Information (NSI)

A. Addendum to Contract to Authorize Access to Classified NSI. This Contract, in and of itself, does not authorize a Candidate access to classified NSI. However, if clause ATF-04_A1 is included with this Contract, access to classified NSI may be authorized at the level outlined in the addendum.

B. Contract Language to Include Access to Classified NSI. If the Contractor, CO or COR believe that access to NSI is required after the contract is awarded, the PSD will assess the requirements and determine if access to NSI is required and at which level (Secret, Top Secret, or Top Secret - Sensitive Compartmented Information). If the PSD determines that access to NSI is required, the contract must include clause ATF-04_A1. If the Contract has already been awarded and access to NSI is later required, the Contract must be modified to include the applicable language access to NSI can be authorized.

Contract Modification(s)

ATF reserves that right to update ATF Clause ATF-04 at any time when new Federal requirements or other regulatory guidance is issued.

If the contractor will require access to classified information, systems, or facilities, the CO must complete the fill-in(s) under "ATF-04_A1 (Addendum 1) - National Security Information (NSI) Access Security Requirements (FEB 2024)" and select the appropriate level of access: Secret, Top Secret and/or Sensitive Compartmented Information (SCI) or SCI facility (SCIF).

(End of Clause)

ATF-04_A1 ATF-04_A1 (Addendum 1) - National Security Information (NSI) Access Security Requirements (FEB 2024)

This language serves as an addendum to the existing personnel security language to ATF-04. The purpose of the additional language is to implement National Industrial Security Program (NISP) requirements.

The work to be performed under this contract amendment will involve potential access to classified materials, National Security Information (NSI), at the level of [select only one]:

(1) __ SECRET.
(2) __ TOP SECRET.
(3) __ TOP SECRET, SENSITIVE COMPARTMENTED INFORMATION (SCI).

The Contractor shall comply with the NISP Operating Manual (NISPOM) for all work performed under this contract that involves access to classified materials.

Duplication or disclosure of the data and other information to which the Contractor employee may have access as a result of this contract is prohibited by Public Law and is subject to criminal penalties.

For the purposes of this amendment, the definition of Security Program Manager (SPM) staff is the Personnel Security Division.

Contractor Facility

The Contractor shall possess a Defense Industrial Security Clearance Office (DISCO) Defense Industrial Security Clearance Facility Code and a Top-Secret Facility Clearance to fully perform this contract. The Contractor must provide proof of maintenance of the Facility Clearance requirement to the Contracting Officer (CO) on an annual basis.

Contractor Personnel

The type of security investigation required will be governed by the type of materials made available to the Contractor employee or facilities in which they need access. Contractor employees that require access to classified materials/facilities will be processed through the NISP.

Access to Classified Materials

Contractor employees requiring access to classified materials will be categorized at the appropriate sensitivity level.

Immediately after contract award, the Contractor's Facility Security Officer (FSO) shall furnish to the COR a list of all contractor employees working under this contract that are proposed to have access to NSI. The list shall include for each individual:
A. Complete name;

B. Social security number;

C. Date of birth;

D. Type of background investigation;

E. Investigation Closed Date; and

F. Security clearance level.

The COR shall provide the list to the PSD. Additionally, the Contractor's FSO shall provide a clearance certification on each individual validating each individual's clearance to the COR whom must submit to the PSD.

The Contractor shall update this information as individuals are added or deleted from the contract. The Contractor will not be permitted to access to NSI until clearances are granted and clearance certifications are submitted to the ATF/PSD.

Contractor employees are required to take ATF's online course entitled "Introduction to National Security Information" on an annual basis. Failure to complete the aforementioned course within the allotted timeframe could result in the termination of the Contractor employee.

Self-Reporting Requirements

In accordance with ATF Clause 04, all contractor employees must acknowledge and agree to comply with DOJ Policy Statement 1700.04, Department Personnel Security Reporting Requirements.

All Contractor employees must self-report all arrests and allegations of misconduct (on or off duty). Contractor employees must also report in accordance with their Contractor's and Defense Security Services self-reporting policy. Additionally, the following activities must be reported as applicable based on level of clearance.

SECRET CLEARANCE

A. Unofficial foreign travel as detailed below.

B. Attempted elicitation, exploitation, blackmail, coercion, or enticement to obtain classified information or information specifically prohibited by law from disclosure, regardless of means.

C. Media contact, other than for official purposes, where the media seeks access to classified information or other information specifically prohibited by law from disclosure, whether or not the contact results in an unauthorized disclosure.

D. Any bankruptcy or any financial delinquencies over 120 days past due.
E. Any alcohol or drug-related addiction or treatment.

F. An application for, and receipt of, foreign citizenship.

G. An application for, or possession or use of, a foreign passport or identity card for travel.

H. Unofficial contact with a known or suspected foreign intelligence entity.

I. Continuing association with known foreign nationals that involves bonds of affection, personal obligation, intimate contact, or any contact with a foreign national that involves the exchange of personal information.

1. This reporting requirement is based on the nature of the relationship regardless of how or where the foreign national contact was made or how the relationship is maintained (e.g., via personal contact, telephone, postal system, or internet).

2. Following initial reporting, updates regarding continuing unofficial association with known foreign nationals are required only if, and when, there is a significant change in the nature of the contact.

TOP SECRET

A. Unofficial foreign travel as detailed below.

B. Attempted elicitation, exploitation, blackmail, coercion, or enticement to obtain classified information or information specifically prohibited by law from disclosure regardless of means.

C. Media contacts, other than for official purposes, where the media seeks access to classified information or other information specifically prohibited by law from disclosure, whether or not the contact results in an unauthorized disclosure.

D. Financial anomalies, including, but not limited to, bankruptcy; garnishment; delinquency of over 120 days on any debt; and any unusual infusion of assets of $10,000 or greater, such as an inheritance, winnings, or similar financial gain.

E. Foreign national roommate(s): Any foreign national who co-occupies a residence for more than 30 calendar days.

F. Cohabitant(s).

G. Marriage.

H. Any alcohol or drug related addiction or treatment.

I. An application for, and receipt of, foreign citizenship.

J. An application for, or possession or use of, a foreign passport or identity card for travel.

K. Foreign Activities:

1. Direct involvement in foreign business.

2. Foreign bank account(s).

3. The ownership of foreign property.

4. Voting in a foreign election.

5. The adoption of non-U.S. citizen children.

6. Unofficial contact with a known or suspected foreign intelligence entity.

7. Continuing association with known foreign nationals that involves bonds of affection, personal obligation, intimate contact, or any contact with a foreign national that involves the exchange of personal information.

a. This reporting requirement is based on the nature of the relationship, regardless of how or where the foreign national contact was made or how the relationship is maintained (e.g., via personal contact, telephonic, postal system, internet).

b. Following initial reporting, updates regarding continuing unofficial association with known foreign nationals are required only if, and when, there is a significant change in the nature of the contact.

TOP SECRET/SENSITIVE COMPARTMENTED INFORMATION

A. Unofficial Foreign Travel as detailed below.

B. Attempted elicitation, exploitation, blackmail, coercion, or enticement to obtain classified information or information specifically prohibited by law from disclosure regardless of means.

C. Full or part-time employment, business activities, or participation as an officer or director in an organization.

D. Media contacts where the media seeks access to classified information or other information specifically prohibited by law from disclosure, whether or not the contact results in an unauthorized disclosure.

E. Court appearances other than for official purposes.

F. Contemplated or actual public disclosure (in either written or spoken form via speeches, books, articles, dissertations, resumes, internet postings, social networking sites, etc.) of information that may contain or reveal intelligence or intelligence sources, methods, and activities. Covered personnel must also abide by the publication review requirements in 28 C.F.R. Chapter 17.18., which designates the Assistant Attorney General for the National Security Division or designee to respond substantively to prepublication review requests within 30 working days of receipt of the request.

G. Financial anomalies, including, but not limited to, bankruptcy; garnishment; delinquency of over 120 days on any debt; and any unusual infusion of assets of $10,000 or greater such as an inheritance, winnings, or similar financial gain.

H. Foreign national roommate(s). Any foreign national who co-occupies a residence for more than 30 calendar days.

I. Cohabitant(s).

J. Marriage.

K. Any alcohol or drug related addiction or treatment.

L. Foreign Activities:

1. Direct involvement in foreign business.

2. Foreign bank accounts.

3. The ownership of foreign property.

4. An application for, and receipt of, foreign citizenship.
5. An application for, or possession or use of, a foreign passport or identity card for travel.

6. Voting in a foreign election.

7. The adoption of non-U.S. citizen children.

8. Unofficial contact with a known or suspected foreign intelligence entity.

9. Unofficial visits to foreign diplomatic facilities and trade missions.
10. Continuing association with known foreign nationals that involves bonds of affection, personal obligation, intimate contact, or any contact with a foreign national that involves the exchange of personal information.

a. This reporting requirement is based on the nature of the relationship, regardless of how or where the foreign national contact was made or how the relationship is maintained (e.g., via personal contact, telephonic, postal system, internet).

b. Following initial reporting, updates regarding continuing unofficial association with known foreign nationals are required only if, and when, there is a significant change in the nature of the contact.

Reportable Activities for Foreign Travel

Covered personnel must submit an itinerary for unofficial foreign travel to the PSD and must receive approval prior to the foreign travel.

A. A request may be disapproved a request for unofficial foreign travel when it is determined that such travel presents an unacceptable risk, and the physical safety and security of covered personnel or classified information cannot be reasonably ensured.

1. The decision is final and cannot be appealed.

2. Failure to comply with such disapproval may result in administrative action that includes, but is not limited to, revocation of eligibility to access classified information or eligibility to hold a sensitive position.

3. The Department of Justice/ATF will not reimburse covered personnel for any fees related to cancellations due to disapproval of unofficial travel.

B. When required, covered personnel will receive a defensive security and counterintelligence briefing prior to travel.

C. The following deviations from approved travel itineraries must be reported to the PSD within 5 business days of the traveler's return to his or her duty station:

1. Unplanned day trips to Canada or Mexico.

2. Any emergency circumstance that precludes full compliance with pre-travel reporting.

a. While emergency circumstances may preclude full compliance with pre-travel reporting requirements, the individual, at a minimum, must verbally advise his or her supervisor/management chain and, preferably, a security representative of the emergency foreign travel with all pertinent specifics prior to departure.

b. During unofficial foreign travel, travelers are discouraged from making unanticipated border crossings, regardless of duration, into any foreign country not included in the traveler's approved itinerary.

Non-reportable Activities

The following activities are not required to be reported by the Contractor employees.

A. Foreign travel when it is part of covered personnel official duties.

B. Travel to Puerto Rico, Guam, or other U.S. possessions and territories because that is not considered foreign travel.

C. Contacts with foreign nationals as long as the contact occurs as part of covered personnel official duties.

D. Limited or casual public contact with foreign nationals, unless it falls within any other reporting requirement included in this Appendix.

E. Media contacts related to the performance of official duties of the position held by the covered individual.

(End of Addendum)

ATF-14 Electronic Invoicing (APRIL 2025)

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

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

(c) Electronic invoices must be submitted to the ATF Contracting Officer's Representative or Point of Contact (COR/POC) named in Section G/3.3 of this contract and Financial Management Division (FMD), FinanceBranch@ATF.gov. Electronic invoices will serve as the official original copy. The *e*-mail subject line must contain the contract/purchasing vehicle's #, name of the ATF COR/

POC named in Section G of this contract and/or purchasing vehicle (*e.g.*, 15A00025AAQA000XX | John Doe - Invoice #xxx). ATF will return to the contractor any invoices that do not contain the correct subject line information.

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

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

(End of Clause)

ATF-17 Notice to the Government of Delays (APRIL 2025)

In the event the Contractor: 1) encounters difficulty in meeting performance requirements; 2) anticipates difficulty in complying with the contract-delivery schedule or completion date; or 3) has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of the contract, the Contractor shall immediately notify the Contracting Officer and the CO's Representative(s), in writing, giving pertinent details. However, this notice shall not be construed as a waiver by the Government of any required contractual-delivery schedule or date or any rights or remedies provided by law or under this contract; instead, this notice shall be information only in character.

(End of Clause)

ATF-18 Requirements for Access to Controlled Unclassified Information (APRIL 2025)

(a) Duplication or disclosure of the data and other information to which the Contractor will have access as a result of this contract is prohibited. It is understood that throughout performance of this contract the Contractor will have access to confidential and sensitive data, which is either the sole property of the Government or is the sole property of other than the contracting parties. The Contractor and its subcontractor(s) shall protect and maintain the confidentiality of all data, including after contract completion, to which access may be gained throughout the contract's period of performance. The Contractor and its subcontractor(s) shall not disclose said data, any interpretations and/or translations thereof, or data derivative, to unauthorized parties without the prior written approval of the Contracting Officer (CO). Subcontractors are subject to the same stipulations and will be held responsible for any violations of confidentiality.

(b) The Contractor will require each Contractor employee to submit to a criminal history check, prior to the employee's start date on the contract and as a pre-condition for employment relating to the subject matter of this effort. The Contractor shall maintain a record of all employee's original or digitally signed Police Check Inquiry forms, which shall be provided to the CO within five (5) days of completion. Exceptions to this section are contractor employees that hold a current Personal Identity Verification (PIV) card from any US Federal government, cabinet-level department or active law-enforcement officers.

(End of Clause)

ATF-19 Authority to Obligate the Government (APRIL 2025)

The Contracting Officer (CO) is the only individual who can legally commit or obligate the Government to the expenditure of public funds. No cost chargeable to the contract can be incurred before receipt of a fully signed and awarded contract unless specific authorization from the CO is provided.

(End of Clause)

ATF-20 Government-Furnished Property, Equipment and Information (APRIL 2025)

(a) During performance of a contract, the Government may furnish Government property, equipment and/or information when doing so would be in the best interest of the Government. Government furnished property, equipment, and/or information will be specified within the solicitation when possible and will be included in any resulting contract, task or delivery order or call, if provided.

(b) Request for Government furnished property, equipment and/or information will be reviewed by the Contracting Officer's Technical Representative and approved by the Contracting Officer.

(End of Clause)

ATF-21 All Items To Become The Property Of The Government (APRIL 2025)

Title to all source data and materials furnished by the Government, together with all related plans, designs, reports, materials, programs, and documentation submitted by the Contractor in performance of the contract and all other items pertaining to the Contractor's work and services to be performed under orders pursuant to this solicitation and contract shall become and remain the sole property of the Government upon contract completion. The Government will have the full right to use these materials and data for its purpose without further compensation or approval on the part of the Contractor. The Government shall have access to and the right to make copies of the above-mentioned items. All proprietary information, programs, etc. shall be indicated as such in the Contractor's proposal. The identification of information, programs, etc. as proprietary or confidential is subject to investigation and proof, as outlined in FAR clause 52.227-14, upon request by the Government. The Contractor is advised that information may be subject to release upon request pursuant to the Freedom of Information Act (5 U.S.C. 552).

(End of Clause)

ATF-22 Confidentiality of Information and Disclosure (APRIL 2025)

(a) The Contractor agrees, in the performance of this contract, to keep all information contained in source documents or other media furnished by the Government in the strictest confidence. The Contractor also agrees not to publish or otherwise divulge such information in whole or in part, in any manner or form, nor to authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to such information while in the Contractor's possession, to those employees needing such information to perform the work provided herein, *e.g.,* on a need-to-know basis. There shall be no dissemination or publication, except within and between the Contractor and any subcontractors, of information developed under this contract or contained in the reports to be furnished pursuant to this contract without prior written approval from the Contracting Officer (CO). No news release (including photographs and films, public announcements, denial, or confirmation of same) on any part of the subject matter of this contract or any phase of any program hereunder shall be made without the prior written approval of the CO. The Contractor is prohibited from releasing to any source, other than the sponsoring activity, any interim, draft, and final reports or information pertaining to services performed under this contract until report approval or official review has been obtained.

(b) The Contractor agrees to immediately notify in writing the CO if the Contractor determines or has reason to suspect a breach of this clause. The Contractor agrees to insert the substance of this clause in any consultant agreement or subcontract hereunder.

Confidential information, as used in this clause, means:

i. information or data of a personal nature;
ii. proprietary information about an individual;
iii. information or data submitted by or about an institution or organization; or
iv. information or data pertaining to a law enforcement investigation or operation.

In addition to the types of confidential information described in (1) above, information which requires special consideration regarding the timing of its disclosure such as draft budget and strategic plans, studies or research, audits, etc. are also considered to be confidential information.

The CO and the Contractor may identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the CO and the Contractor may identify such confidential information from time to time during the performance of the contract. Any disagreement as to what constitutes confidential information will be settled pursuant to the Disputes clause.

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

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

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

(End of Clause)

ATF-23 Privacy or Security Safeguards (APRIL 2025)

(a) The details of all safeguards that the Contractor may design or develop under this contract shall not be published or disclosed in any manner without the expressed written consent of the Government during performance of the contract.

(b) The details of all safeguards that may be revealed to the Contractor by the Government as part of Government Furnished Information (GFI) in the course of performing under this contract shall remain the property of the Government and shall not be published or disclosed in any manner without the expressed written consent of the Government.

(c) The Government shall be afforded full, free, and uninhibited access to all facilities, installations, technical capabilities, operations, documentation, records, and databases for the purpose of carrying out a program of inspection to ensure continued efficiency and efficacy of safeguards against threats and hazards to data security, integrity, and confidentiality.

(d) If new or unanticipated threats or hazards are discovered by the Contractor, or if existing safeguards have ceased to function, the Contractor shall immediately bring the situation to the attention of the Government. Agreement shall then be reached on changes or corrections to existing safeguards or institution of new safeguards, with final determination or appropriateness being made by the Government. The Government's liability is limited to an equitable adjustment of cost for such changes or corrections, and the Government shall not be liable for claims of loss of business, damage to reputation, or damages of any other kind arising from discovery of new or unanticipated threats or hazards, or any public or private disclosure thereof.

(End of Clause)

ATF-24 Computer Security (APRIL 2025)

(a) The Contractor is responsible for briefing their staff on accountability, system security requirements and sound security practices. All contractors will be briefed by the Contracting Officer's Representative (COR) and must comply with U.S. Department of Justice and ATF Information Systems Security Directives. The Contractor will ensure every employee assigned to perform under this contract has signed the Certification Statements, indicating the individual has read and will comply with the order or directives.

(b) The Contractor will ensure that all departing contractor employees turn in their identification cards, keys, programs, data files, etc. within their possession to the COR. The Contractor will certify to the Contracting Officer that the hard disk drives of any workstations and/or laptops used by their departing employees have been purged of all Government information unless such equipment is reassigned to another employee on this contract. Additionally, the COR will notify the Information Security Branch when a contractor is departing so that their access can be removed from all information systems access that they were assigned as a user.

(c) At the termination of this contract, the Contractor shall certify in writing that all Government information has been cleared and purged from all contractor-owned equipment and electronic storage media. Government information on electronic media includes any data remnants from temporary file storage during processing.

(d) If system development, maintenance, or enhancements are performed as part of this contract, the Contractor will comply with ATF Information Security Branch policy and procedures to ensure the work being performed meets the minimum-security requirements. Contact the Information Security Branch for the current policy and procedures.

(e) Computer Security Training

(1) All contractor employees must complete operations security training, presented by ATF, after contract award. The time and location of this training will be scheduled by ATF. Computer Security Awareness Training, presented by ATF, shall be completed on an annual basis.

(2) ATF reserves the right to limit or deny access of contractor employees to ATF information or systems in the event of a breach of this clause, or of any ATF, Department of Justice or other applicable law, regulation, or policy.

(End of Clause)

ATF-25 Observance of Legal Holidays / Federal Non-Workdays (APRIL 2005)

The following federal holidays are observed by ATF: New Year's Day, Martin Luther King Jr.'s Birthday, President's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day. There are certain types of irregularly occurring circumstances that prompt the Government to close its offices where Contractor personnel are working, either on a national or local basis (*e.g.*, bomb threats, inclement weather, power outages, death of national figures, holidays declared by Presidential order, or funding lapses).

Contractor staff shall not work if the Government is closed unless the Contracting Officer (CO) has given prior approval. Non-work due to the Government closing its facility or facilities is not an expense directly reimbursable to the Contractor. However, in those rare instances when Government operations are curtailed for the balance of a workday that has already commenced, the Contractor may bill for the balance of the scheduled workday with the written acknowledgement of the CO Representative and final approval of the Administrative CO.

(End of Clause)

ATF-27 Information Resellers or Data Brokers and Contractor's Employee Background Checks (APRIL 2025)

Under this contract, the Department obtains Personally-Identifiable Information (PII) about individuals and employees from the Contractor. The Contractor certifies that it has a security policy in place which contains procedures to promptly notify any individual whose PII (as defined by the Office of Management and Budget) 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 within the Department or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the ATF Contracting Officer so that ATF 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 and approval, via the Contacting Officer, from the ATF's Office of Science and Technology, Information Security Branch. 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.

(End of Clause)

ATF-41 Department Policy on Domestic Violence, Sexual Assault And Stalking (APRIL 2025)

(a) It is the Department's policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in DOJ Policy Statement 1200.02 (Policy Statement), available in full for public viewing at https://www.justice.gov/jmd/page/file/1047636/dl?inline.

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

(c) POINT OF CONTACT FOR VICTIMS OF DOMESTIC VIOLENCE, SEXUAL ASSAULT AND STALKING: [CO/CS to fill in PRIOR to Award]

(d) The ATF Contractor Victim Point of Contact at ATF is the Contracting Officer and/or Contracting Officer Representative, for the component or components that represent the Contractor's Place of Performance. The Contractor agrees to inform its employees and employees of subcontractors who will be assigned to work on Department premises of the name and contact information for the ATF Contractor Victim Point of Contact, for the component or components that represent the Contractor's Place of Performance. The Contractor agrees to inform its employees and employees of subcontractors who will be assigned to work on Department premises of the name and contact information for the ATF Contractor Victim Point of Contact.

(End of Clause)

ATF-50 Limitations on Subcontracting Under Small Business Set-Asides (APRIL 2025)

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

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

1. Services (except construction). The contractor's proposed percentage of the cost of contract performance incurred for personnel shall be expended for employees of concern*: [% for Services or N/A] (must be at least 50% or N/A).*
2. Supplies (other than procurement from a non-manufacturer of such supplies). Contractor's proposed work to be performed as a percentage of the cost of manufacturing the supplies, not including the cost of materials: [% for Supplies or N/A] *(must be at least 50% or N/A).*
3. General construction. Offeror's proposed work to be performed as a percentage of the cost of the contract, not including the cost of materials, with its own employees: [% for GEN Construction or N/A] (*must be at least 15% or N/A).*
4. Construction by special trade contractors. Offeror's proposed work to be performed as a percentage of the cost of the contract, not including the cost of materials, with its own employees: [% for Construction or N/A] *(must be at least 25% or N/A).*

(End of Clause)

DOJ-05 Security of Department Information and Systems DOJ-05 (OCT 2023)

I. Applicability to Contractors and Subcontractors

Section 2839.102 of the Justice Acquisition Regulation (JAR), (48 C.F.R. § 2839.102), applies to this contract. Accordingly, all contractors are obligated to comply with all applicable DOJ security policies, directives, or guidance documents, including the security requirements in the provisions in this contract clause. This contract clause applies to all contractors and subcontractors, including cloud service providers ("CSPs"), and personnel of the contractors and subcontractors (hereinafter collectively, "Contractor") that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information. The security requirements set forth herein are in addition to those required by the Federal Acquisition Regulation ("FAR"), and any other applicable laws, mandates, contract clauses, DOJ policies, directives or guidance documents and Executive Orders pertaining to the development and operation of Information Systems and/or the protection of Government Information. This clause does not alter or diminish any existing rights, obligations, or liability under any other civil and/or criminal law, rule, regulation, or mandate.

II. General Definitions

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

A. **Authorization to Operate** ("ATO"), as defined in National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-37 Revision 2, is the official management decision given by a senior Federal official or officials to authorize operation of an information system and to explicitly accept the risk to agency operations (including mission, functions, image, or reputation), agency assets, individuals, other organizations, and the Nation based on the implementation of an agreed-upon set of security and privacy controls.

B. **Cloud Computing**, as defined in DOJ Order 0904 Cybersecurity Program, is a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This cloud model is composed of five essential characteristics, three service models, and four deployment models in accordance with NIST SP 800-145.

C. **Covered Contract** is any contract, order or other agreement under which the contractor, or a subcontractor at any tier, including a cloud service provider, may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information (as defined below) in the course of providing a product or service to the Department, with the exception of acquisitions under the micro-purchase threshold.

D. **Covered Information System** means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information under a Covered Contract.

E. **Data** means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data, computer software, and personally identifiable information (PII) (defined below). The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

F. **DOJ Information**, as defined in DOJ Order 0904, means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by the Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired to perform the contract.

G. **Information,** as defined in DOJ Order 0904, is any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. This includes any communication or representation of knowledge in an electronic format that allows it to be stored, retrieved, or transmitted.

H. **Information System**, means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502(8)).

I. **Personally Identifiable Information ("PII")**, as defined in the FAR 24.101, means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. It includes but is not limited to common data elements such as names, addresses, dates of birth, and places of employment, to identity documents, Social Security numbers or other government-issued identifiers, precise location information, medical history, and biometric records. This definition covers all PII that is created by or becomes available to the contractor, including its employees, subcontractors, or affiliates, as a result of performing under this contract. PII, as supplementally defined in DOJ Order 0904, also includes information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity.

J. **Private Cloud**, as defined in NIST SP 800-145, is the deployment model for cloud infrastructure provisioned for exclusive use by a single organization comprising multiple consumers (e.g., business units). It may be owned, managed, and operated by the organization, a third party, or some combination of them, and it may exist on or off premises.

K. **Security Breach** means any security incident (as defined below) that directly relates to the loss of control, compromise, exfiltration, manipulation, unauthorized disclosure, unauthorized acquisition, unauthorized exposure or unauthorized access or any similar occurrence of any Covered Information System or any DOJ Information or any PII accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system. This includes incidents where (1) a person other than an authorized user accesses or potentially accesses PII or DOJ Information or (2) an authorized user accesses or potentially accesses PII or DOJ Information for an unauthorized purpose.

a. **Potential Security Breach** (hereinafter, "Potential Breach") means any suspected, but unconfirmed security breach (as defined above).
b. **Confirmed Security Breach** (hereinafter, "Confirmed Breach") means any confirmed security breach (as defined above).

L. **Security Incident** means any occurrence that (1) may actually or imminently jeopardize, without lawful authority, the availability, integrity, authentication, confidentiality, or nonrepudiation of DOJ Information or a Covered Information System; or (2) may constitute a violation or imminent threat of violation of law, security policies, security procedures, or acceptable use policies.

a. **Potential Security Incident** means any suspected, but unconfirmed security incident (as defined above).
b. **Confirmed Security Incident** means any confirmed security incident (as defined above).

M. **Vulnerability,** as defined in DOJ Vulnerability Management Plan, and the OCIO Information Security Management Procedure, means a weakness or flaw discovered in the design of a system that, when exploited, may result in a loss of confidentially, integrity, or availability of DOJ Information or an Information System.

III. Confidentiality and Non-Disclosure of DOJ Information

A. Preliminary and final contract deliverables and all associated working papers and material generated by the Contractor developed using DOJ Information, product, source code, and/or methods of operations, are the property of the U.S. Government and must be submitted to the Contracting Officer ("CO") or the CO's Representative ("COR") at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14 (Rights in Data-General). The Contractor will define a method of monitoring the development activity to include any activity associated with DOJ Information, product, source code, and methods of operations. The data rights and development details shall be defined within the Contract.

If the Contractor intends to utilize its existing data, for which it has a patent or copyright, to develop a contract deliverable, it is incumbent upon the Contractor to negotiate with the CO the proper FAR Part 27 clauses in the contract to protect its existing data.

B. Pursuant to FAR 52.227-14(d)(2), all documents and data produced in the performance of this contract containing DOJ Information, product code, source code, and/or methods of operations are the property of the U.S. Government and, without the prior written permission of the CO, the Contractor shall neither reproduce nor release such information to any third-party at any time, including during performance or following expiration and/ or termination of the contract.

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

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

A. For all Covered Information Systems, in addition to any other applicable requirements, as set forth in Part I, the Contractor shall comply with the security requirements of the Federal Information Security Modernization Act of 2014 ("FISMA"), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology ("NIST") Special Publications ("SP"), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards ("FIPS") Publications 140-2, 199, and 200, Federal Risk and Authorization Management Program ("FedRAMP"), DOJ IT Security Standards as amended, and OMB Memoranda relating to the security of information and/or Federal Information Systems.

B. In addition, for all Covered Information Systems, the Contractor shall comply with the following requirements, which are listed here only to highlight certain specific applicable requirements from one of the sources identified in the first paragraph of this Section. This is not an exhaustive list of all such requirements with which the Contractor is obligated to comply, and the omission of a requirement from this list should not be construed as negating the materiality of that requirement. These requirements and those in the authorities in the prior paragraph should be read together.

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

2. Providing security awareness training at least annually to all Contractor employees and contractors involved with the Covered Contract. Such training shall include, but not be limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems.

3. Creating, protecting, and retaining, in accordance with applicable requirements but in any event at least until the expiration of the contract, Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information.

4. Maintaining authorizations to operate any Covered Information System.

5. Performing continuous monitoring on all Covered Information Systems, to include but not be limited to, collecting, reviewing, and analyzing appropriate logs and timely investigating security alerts and potential security incidents.

6. Establishing and maintaining baseline configurations and current inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Covered Information Systems.

7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups.

8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods as defined by NIST 800-63-3, *Digital Identity Guidelines* or current revision.

9. Establishing and maintaining an operational incident handling capability for Covered Information Systems that includes adequate and timely development, logging, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and timely reporting incidents to appropriate officials and authorities within the Contractor's organization and the DOJ.

10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance.

11. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media, and DOJ assets under Contractor control; protecting them from environmental impacts, access, and equipment positioning requirements defined; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media.

12. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized personnel according to DOJ 03.

13. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards including personnel background checks.

14. Continuously assessing the risk to DOJ Information in Covered Information Systems, including scanning and remediating vulnerabilities, or implementing appropriate mitigation in accordance with DOJ policy, and ensuring the timely removal of assets no longer supported by the Contractor.

15. Continuously monitoring the application of security controls of Covered Information Systems, assessing the efficacy of such controls, and developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Covered Information Systems.

16. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Covered Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security.

17. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate and timely action in response.

18. Ensuring return of Government Furnished Equipment ("GFE") and/or PIV card assets within 10 business days of notification for end of use (contract end, staff change, etc.).

19. Complying with rights in data (FAR 52.227-14) as to the development, management, and protection of DOJ Information.

20. Reporting on risks or known issues impacting DOJ Services (staffing, hardware, process, changes, etc.) through the Contractor's CO or COR, DOJ Service Owner ("SO"), and Government Technical Manager ("GTM") including risk mitigation activities.

21. Reporting through the Contractor's CO or COR on any projected or planned changes in corporate ownership, covered information system design, and/or any technical changes that could impact the confidentiality, integrity or availability of DOJ Information, data, or systems. Changes to system design must be updated through the authorization process per NIST SP 800-37 Revision 2, Step 6 ('Continuous Monitoring") or current NIST revision.

22. When, as part of operating within the DOJ environment, the Contractor's covered information system is subject to review, audit, or assessment by third parties, facilitating DOJ access to information system resources, facilities, personnel, and documentation in a timely manner as required by the auditors. Should a third-party organization conduct a review of any Covered Information System, the Contractor must provide a copy of the report to DOJ, through the CO and COR.

23. Completing an attestation that meets OMB Memorandum M-22-18 for software procurements following the template attestation form developed by NIST. The attestation form must be returned to the CO and COR for sharing with the component Chief Information Officer (CIO).

24. Reporting on outages impacting DOJ Services through the Contractor's CO, COR, and DOJ Service Owner (SO) to include event and mitigation details.

C. The Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an ATO for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. (For Cloud Computing Systems, see Section V, below.)

D. The Contractor shall ensure compliance with DOJ-03 (Personnel Security Requirements for Contractor Employees) as to all Covered Information Systems.

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

F. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause or access a Covered Information System is prohibited unless the CO approves it in writing after the Contractor has provided a letter certifying compliance with the following requirements. For any requirements which include the use or storage of PII, the Senior Component Official for Privacy must also approve. Any additional requirements set forth for the use or storage of PII under DOJ-02, Contractor Privacy Requirements, are in addition to, not superseded by, the requirements set forth here.

1. Media must be encrypted using a NIST 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. Where applicable, media must utilize antivirus software and a host-based firewall mechanism.

4. The Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information should be treated by the Contractor as sensitive information unless specifically designated as non-sensitive by the DOJ.

5. A Rules of Behavior (ROB) form must be signed and acknowledged annually by users. These rules must address, at a minimum, authorized, and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the users that they have no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.

6. Cybersecurity Awareness Training (CSAT) shall be provided annually by Contractor for all users of Covered Information System. This training must be submitted to, and approved by, the CO or COR in advance of being provided to users. Users must complete and acknowledge having received CSAT each year. At a minimum, CSAT provided by contractors must include:

a. Insider Threat Detection and Reporting – Importance of detecting, methodologies, indicators, and reporting

b. Privacy Awareness – Privacy Act and PII

c. General Cybersecurity – Information security, trends in advance persistent threats, social engineering/phishing, appropriate use, mobile devices, remote access, basic security best practices

G. Contractors shall not store DOJ information on Contractor-owned removable IT (e.g., media such as a thumb drive or external hard drive) unless expressly authorized in writing by the DOJ CO or COR in the performance of their contract.

H. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with NIST SP 900-88, *Guidelines for Media Sanitization*.

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

J. The Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 10 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned in a format and form acceptable to DOJ. The Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 10 business days of the removal and return of all DOJ Information.

K. DOJ, at its discretion, may suspend the Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that the Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident or Security Breach (see definitions above), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Any termination action taken because of the Contractor's suspected failure to comply with any security requirement will be conducted in accordance with the applicable termination clause governing the awarded contract. The Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to DOJ, and that upon request by the CO, the Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at the Contractor's expense. The Contractor must comply with FAR 52.227-14 (Rights in Data), FAR 52.245-1 (Government Property), DOJ 2400.3A Chapter 1 (component property procedures), and FAR 4.804-5(a)(6) (Procedures for closing out contract files).

V. Cloud Computing

A. The Contractor may not utilize the Cloud system of any Cloud Service Provider ("CSP") unless:

1. All of the following has occurred: (a) the Cloud system and CSP have been evaluated by a Third Party Assessing Organization ("3PAO") certified under FedRAMP; (b) the Cloud system received FedRAMP authorization; (c) the Contractor has provided the most current System Security Plan ("SSP") and Security Assessment Report ("SAR") to the DOJ CO for consideration, and provides any subsequent SSPs and SARs within 30 days of issuance; and, (d) the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under the Covered Contract has issued an ATO; or,

2. In cases where the CSP or its offering is not FedRAMP authorized, the COR approves utilization of the Cloud System after the CSP has worked with the authorizing official, the DOJ OCIO, and the FedRAMP Program Management Office to determine that the CSP is likely to seek and receive Agency/ FedRAMP authorization within 1 year, or DOJ has authorized use as a Private Cloud or Contractor Owned, Contractor Operated system.

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

C. The Contractor must ensure that the CSP provides access and information to support and enable DOJ's cloud security posture management, to include the current inventory of security management configuration data for services and information to confirm the Contractor has been monitoring accounts for compliance with security requirements. The DOJ Justice Security Operations Center (JSOC) must be able to access logs and events to investigate potential security breaches and perform security posture assessments associated with the Security Audit Identity Credential Access Management (ICAM) policies.

D. The Contractor must ensure that the CSP provides evidence of annual recertification of privileged user access management.

E. A Supply Chain Risk Management (SCRM) review is mandatory for specified acquisitions in accordance with established process in EO 14028 and NIST SP 800-161, *Cybersecurity Supply Chain Risk Management Practices for Systems and Organizations*, or superseding document. All vendor products and solutions to be used on DOJ national security systems, enterprise-wide systems, or new FIPS-199 High and Moderate systems for the purpose of accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of DOJ Information must be submitted to DOJ OCIO for a Supply Chain Risk Management review prior to contract award or ATO signature. Changes in corporate ownership or structure shall be reported to the CO for referral to SCRM. The Contractor shall notify the CO of any confirmed Supply Chain compromise affecting the Contractor's products or services within 1 hour of discovery.

__ The following SCRM requirements for acquisition of systems, hardware, or software which will be used in systems that are mission critical or process sensitive data apply to this award. **(CO check as appropriate in coordination with the Program Manager and/or System Owner)**

1. The Contractor shall develop and deliver a SCRM Plan. The SCRM Plan shall meet the format described in NIST SP 800-161, Appendix E. The SCRM plan shall address the following security controls from NIST SP 800-53 Rev 5: SR-2, SR-3, SR-4, SR-5, SR-6, SR-7, SR-8, SR-9, SR-10, and SR-11. Equivalent ISO 27000 series controls may be used if they are mapped to the NIST control(s).

2. The Contractor shall implement the required security controls as documented in the SCRM Plan. The requirements of the SCRM plan shall flow down to all subcontractors. Evidence of the certification and compliance is required.

3. The Contractor shall provide evidence of compliance with the documented SCRM Plan. **(CO select which applies**)

__ Self-assessment by a contractor security team
__ External assessment by an independent auditor

VI. Information System Security Incident or Security

A. Confirmed Security Incident. The Contractor shall immediately (and in no event later than 1 hour of discovery) report any Confirmed Security Incident to the DOJ CO and COR. If the Confirmed Security Incident occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, the Contractor must call JSOC at 1-202-357-7000 immediately (and in no event later than within 1 hour of discovery of the Confirmed Security Incident) and shall notify the CO and COR as soon as practicable.

B. Potential Security Incident.

1. If the Contractor suspects that DOJ information has been potentially disclosed or impacted, the Contractor shall promptly investigate to determine if a Security Incident has occurred. If the Contractor has not determined within 24 hours (i.e., 24 hours from detection of potential security incident and/or security breach) whether the Potential Security Incident was in fact a Security Incident, then it must immediately report the Potential Security Incident to the DOJ CO and the COR. If the time by which to report the Potential Security Incident occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, the Contractor must call or e-mail the JSOC Team at 1-202-357-7000 or JSOC@USDOJ.GOV and contact the DOJ CO and COR as soon as practicable. If the contract involves PII, the Contractor must comply with the notification requirements of DOJ-02 and Executive Order M-17-12 (Memorandum on Preparing for and Responding to a Breach of Personally Identifiable Information), Contractor Privacy Requirements, Section B.5, for an actual or suspected Security Incident.

2. The Contractor must limit sharing of Security Incident details to only those individuals involved in responding to the potential Security Incident. Any provisions of the Covered Contract regarding the citizenship or location of individuals working on the Covered Contract apply equally to individuals involved in responding to any potential Security Incidents. The Contractor may request assistance from the JSOC for advice, incident response, or FBI coordination. The Contractor must provide weekly updates to CO, COR and JSOC during the course of a Security Incident investigation.

C. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify:

1. Both the Covered Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII.

2. All steps and processes being undertaken by the Contractor to minimize, remedy, and/or investigate the Security Incident.

3. Any and all other information as required by the CISA Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and

The Contractor may request assistance from the JSOC Team for advice, incident response, or FBI coordination, and must provide weekly updates to CO, COR, and JSOC during the course of an Incident investigation.

D. Except as otherwise required by Federal, State and local laws, executive orders, rules and regulations, all determinations regarding whether and when to notify other individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials, the DOJ Core Management Team, or the COR at DOJ's discretion.

E. The Contractor must provide to DOJ full access to any facility and/or Covered Information System affected or potentially affected by any potential or confirmed Security Incident, including access by the DOJ OIG and federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

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

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

VII. Pass-Through of Security Requirements to Subcontractors and CSPs

A. The requirements set forth in the preceding paragraphs of this clause apply to all subcontractors and CSPs who perform work in connection with the contract, including any CSP providing services for any other CSP under the contract, and the Contractor shall flow down this clause to all subcontractors and CSPs performing under this contract. Any breach by any subcontractor or CSP of any of the provisions set forth in this clause will be attributed to the Contractor.

(End of Clause)

DOJ-07 Prohibition On Access By Non-U.S. Citizens To DOJ IT Systems (MAR 2002)

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

(End of Clause)

[END OF ADDENDUM TO FAR 52.212-4]

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Jan 2025)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

__ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

__ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

X (4) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community--see FAR 3.900(a).

X (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

__ (6) [Reserved].

__ (7) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

__ (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

X (9) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

__ (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (Dec 2023) (Pub. L. 115-390, title II).

__ (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

__ (ii) Alternate I (Dec 2023) of 52.204-30.

X (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (Jan 2025) (31 U.S.C. 6101 note).

__ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (14) [Reserved].

__ (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

__ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (17) [Reserved]

X (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-6.

__ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

__ (ii) Alternate I (Mar 2020) of 52.219-7.

X (20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).

__ (21)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2025) (15 U.S.C. 637(d)(4)).

__ (ii) Alternate I (Nov 2016) of 52.219-9.

__ (iii) Alternate II (Nov 2016) of 52.219-9.

__ (iv) Alternate III (Jun 2020) of 52.219-9.

__ (v) Alternate IV (Jan 2025) of 52.219-9.

X (22)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

__ (ii) Alternate I (Mar 2020) of 52.219-13.

X (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

__ (24) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).

__ (26)(i) 52.219-28, Postaward Small Business Program Rerepresentation (Jan 2025) (15 U.S.C. 632(a)(2)).

__ (ii) Alternate I (Mar 2020) of 52.219-28.

__ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

__ (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

__ (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

__ (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

X (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

X (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Jan 2025) (E.O. 13126).

X (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (34)(i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

__ (ii) Alternate I (Feb 1999) of 52.222-26.

X (35)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

__ (ii) Alternate I (Jul 2014) of 52.222-35.

X (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

__ (ii) Alternate I (Jul 2014) of 52.222-36.

X (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (39)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

__ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

__ (40) 52.222-54, Employment Eligibility Verification (Jan 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

__ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024) (42 U.S.C. 7671, *et seq*.).

__ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (42 U.S.C. 7671, *et seq*.).

__ (44) 52.223-20, Aerosols (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (45) 52.223-21, Foams (May 2024) (42 U.S.C. 7671, *et seq.*).

__ (46) 52.223-23, Sustainable Products and Services (May 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

X (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

__ (ii) Alternate I (Jan 2017) of 52.224-3.

__ (48)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).

__ (ii) Alternate I (Oct 2022) of 52.225-1.

__ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (Jan 2025) of 52.225-3.

__ (iv) Alternate III (Feb 2024) of 52.225-3.

__ (v) Alternate IV (Oct 2022) of 52.225-3.

__ (50) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

__ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

X (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

__ (56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

__ (60) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (61) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (62) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

X (64) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

__ (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (Nov 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[*Contracting Officer check as appropriate.*]

X (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

X (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

X (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

__ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

__ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

X (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

X (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

__ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

__ (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (Jan 2025) (49 U.S.C. 40118(g)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (Dec 2023) (Pub. L. 115-390, title II).

(B) Alternate I (Dec 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(x) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xvi) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (Jan 2025) (E.O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xxi) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xxii)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

(xxvii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section 3 - List of Attachments

Identifier	Title	Number of Pages
1	RFP-ATT. 1_Survey-Factors 1-6 - 5.8.2025U2 (Fillable)	
2	RFP-ATT. 2_Questions.xlsx	

3.1 Statement of Work

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

SOW for Field, Background-Investigative Services

1.0 Introduction

1.1 Organization. The United States (U.S.) Department of Justice (DOJ), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), Office of Professional Responsibility and Security Operations (OPRSO), Personnel Security Division (PSD) requires contractor support for field, background-investigative services.

1.2 Background

1.2.1 ATF is a law-enforcement organization within the DOJ. ATF's unique responsibilities consist of reducing violent crime, collecting revenue and protecting the public. ATF enforces federal laws and regulations relating to alcohol, tobacco, firearms, explosives and arson by working directly and in cooperation with other government agencies to:

a. Suppress and prevent crime and violence through enforcement, regulation and community outreach;
b. Ensure fair and proper revenue collection;
c. Provide fair and effective industry regulation;
d. Support and assist federal, state, local and international law enforcement;
e. Provide innovative training programs in support of criminal and regulatory enforcement functions;
f. Help reduce the criminal use of firearms; and
g. Provide for public safety by reducing the criminal misuse of explosives, combating arson, and removing safety hazards caused by improper and unsafe storage of explosive materials.

1.2.2 PSD is charged with ensuring all persons privileged to be employed by or provide a service to ATF are reliable, trustworthy, of good character and conduct, and are of complete and unswerving loyalty to the U.S. PSD maintains the personnel security program and all associated, collateral functions in support of the program. PSD is responsible for conducting background investigations (BIs) on prospective ATF employees and contractors and conducting periodic reinvestigations on current employees and contractors, in accordance with (IAW) established Executive Orders and other regulatory directives, the Privacy Act of 1974, Office of Personnel Management (OPM) regulations, other-relevant regulations from the Office of Management and Budget (OMB), as well as DOJ and ATF policies and procedures.

Since ATF already has an established program to conduct BIs, it has determined the most-efficient and cost-effective method is to employ the services of trained, experienced contractors. A Delegation of Authority Memorandum of Understanding (MOU) between ATF and OPM authorizes PSD to utilize contractors for this work. Contracted investigators with ATF must be known as a "Special Investigator," hereinafter referred to as contractor(s).

2.0 General Agreement Terms

2.1 This Statement of Work (SOW) outlines the services, requirements, security and other expectations of the contractor privileged to be awarded a Basic-Ordering Agreement (BOA). Per the Federal Acquisition Regulation (FAR) subpart 16.703, 'A BOA is a written instrument of understanding, negotiated between an agency, contracting activity, or contracting office and a contractor, that contains: (1) terms and clauses applying to future contracts (orders) between the parties during its term, (2) a description, as specific as practicable, of supplies or services to be provided, and (3) methods for pricing, issuing, and delivering future orders under the BOA. A BOA is not a contract.' While there's no guarantee of a future order(s) and similarly, no minimum or maximum guarantee of

work, a BOA holder/firm does not become a contractor until there is an order in place. The contractor must adhere to all terms and conditions of the BOA and resulting orders, which includes this SOW.

2.2 The contractor shall assist with other, official-ATF investigations, if assigned such task(s)/assignment(s).

2.3 The contractor has **no** independent authority from ATF to carry a firearm while executing contractor duties under this BOA and resulting order(s).

2.4 PSD will identify the services to be conducted within the order(s) ATF will issue the contractor against this BOA.

2.5 An ATF representative, to include a PSD representative, the Contracting Officer's Representative (COR) (or the Contracting Officer {CO} where there's no COR), will conduct contractor oversight and performance monitoring. The BOA and contractor's responsibilities thereunder are subject to changes in federal law, regulation and policy, which may include procedural changes related to the use of government equipment, security and/or investigative procedures and training requirements. The CO will send modifications to the contractor *via* electronic mail after review and concurrence from the COR.

2.6 The contractor must be available when subpoenaed and/or requested to testify in matters related to investigative work associated with the BOA; however, the contractor is not permitted to serve as an expert witness or consultant against ATF in any criminal, civil, legal or administrative proceeding when it relates to information the contractor obtained during the course of the investigative services.

2.7 The BOA will be effective on the date it is signed by both parties; at which time orders may be issued.

2.8 *BOA Procedures.* While ATF may compete any resulting orders among all BOA holders, ATF reserves the right to issue a direct order(s) to a BOA holder/contractor based on location and case/workload, so not to be prejudicial to other offerors per FAR 16.703(d)(ii), thus eliminating the need for a Justification for Other-than, Full-and-Open Competition (JOFOC) under FAR 6.302. The method ATF used to determine prices to be paid to the contractor is described in detail within the *Points-and-Payment Schedule*. This SOW describes how the contractor shall deliver/render timely services – Any specific dates will be established at the order level, if applicable. Only ATF (specifically a CS/CO and PSD) is authorized to issue orders under this SOW and resulting BOA(s), provided a warranted CO approves them. Each order becomes a binding contract upon the BOA holder's acceptance of such (*e.g.*, signature or any performance). Since ATF has already established a fair-and-reasonable rate of $50/point that the offeror must accept prior to being awarded a BOA or issued a resulting order, that shall not be grounds for *Disputes* under FAR 52.212-4(d). While *fast-payment procedures* do not apply to this requirement, *Prompt Payment* under FAR 52.232-25 & *accelerated payments* under FAR 52.232-40 do. Lastly, while the estimated value of each BOA will be $600K for the 60-month period of performance, ATF reserves the right to raise/lower it at the CO's discretion *via* a bilateral modification.

3.0 Contractor Qualifications and Requirements

Contractor shall/must:

3.1 Meet PSD's minimum-program requirements and federal requirements as outlined in the aforementioned MOU between ATF and OPM. Typically, though not exclusively, the contractor is a retired, federal investigator who has at least three (3) years of current experience conducting personnel-security, BIs.

3.2 Have a college degree (bachelors) or four (4) years of general experience, four (4) years of specialized experience within the last five (5) years, or one (1) year of specialized, federal-background-investigative experience. *General experience* is progressively responsible experience that demonstrates the ability to problem solve, analyze problems to identify significant factors, gather pertinent data and recognize solutions, plan and organize work, and communicate effectively orally and in writing on a professional level. *Specialized experience*, other than federal-background-investigative experience, includes other investigative experience (*e.g.*, criminal investigations).

3.3 Possess sufficient, investigative abilities to perform the orders assigned by PSD/PSD Contractors.

3.4 Be computer literate and efficient in software programs that support *e*mail, word processing, and data entry, which are utilized to electronically receive assignments and submit electronic reports.

3.5 Carry oneself in a manner that reflects positively on ATF and present oneself in a professional manner, be neatly groomed and appropriately attired when working on behalf of PSD.

3.6 Conduct investigations within a 200-mile radius of its business/residence without prior notification. ATF will contact the contractor in advance when travel more than 200 miles (occasional) is required and the contractor needs to accept such assignments.

3.7 Use personal automobiles, information-technology (IT) equipment (*e.g.*, scanner, printer, fax), other than ATF issued laptop, and facilities when performing the duties assigned hereunder. The contractor is expected to possess an automobile with appropriate insurance coverage as required. ATF assumes **no** liability for contractor misconduct or negligence while driving a personal automobile in connection with conducting ATF investigations.

4.0 Scope of Work, Assignment of Orders and Deliverables

Contractor shall/must:

4.1 Agree to abide by all standards, policies and procedures set forth in the *Field Special Investigator (SI) Manual and Guides (hereafter SI Manual)* and all subsequent *Personnel Investigative Notices*, *Personnel Investigative Policies* and/or other correspondence provided by PSD. Such is demonstrated by acceptance of the BOA (as noted in Section 2.8 above).

4.2 Access the *SI Manual* electronically *via* the Dashboard within ATF's *Adjudication & Investigative Management Enterprise* (AIME) system using the ATF-issued laptop. The contractor shall also use the worksheets and questionnaires contained within the *SI Manual* as required.

4.3 Be available to accept orders, as requested, without prior notification. The contractor must give PSD a minimum of two (2) weeks, advanced-written notice when unavailable to conduct assignments/orders. The contractor must submit said Notice by updating one's availability under "My Schedule" within the AIME Dashboard **and** by sending an *e*mail to PSD (SIAdministration@ATF.gov).

4.4 Conduct face-to-face and/or virtual interviews, as well as record and file reviews; take accurate notes of those interviews/ reviews and reduce those notes to writing in the form of a Report of Investigation (ROI).

4.5 Complete one (1) or more of the following investigative requirements with each assignment/order:

a. Interview Subject;
b. Verify identity and citizenship status;
c. Verify employment through records and interviews;
d. Verify claims of residence through records and interviews;
e. Verify attendance at educational facilities through records and interviews;
f. Conduct personal interviews with references;
g. Develop and interview additional sources;
h. Conduct military-record reviews;
i. Conduct law-enforcement checks;
j. Verify and review public records; and/or
k. Expand the investigation as necessary.

ATF will specify the following on each order:

a. The work to be performed by the contractor;
b. The place(s) where the contractor shall perform the work;
c. An assignment-initiation date;
d. A due date determined by the response type (*e.g.* routine or priority); and
e. The number of estimated points to be paid for each investigative assignment.

4.6 Complete work assignments associated with an order by the due date PSD determines. The contractor must request and get approval for an extension from PSD by *e*mailing SIAdministration@ATF.gov if determining one cannot meet the due date of a particular assignment. Failure to obtain such an extension in advance may result in reduced or non-payment for that particular assignment. Similarly, the Government may terminate the BOA if a respective contractor repeatedly fails to submit ROIs by the required-due date.

4.7 Upload attachments to the report *via* AIME and submit all documents that provide proof of issue resolution (*e.g.*, proof of payment plan, proof of balance payoff, etc.) *via* said system when the assignment/order is complete.

4.8 Submit the following deliverables IAW the policies and procedures set forth in the *SI Manual* to the PSD upon completion of an investigative assignment:

a. Completed ROI;
b. Request for Payment; and
c. Any attachments as stated in the ROI or other documents to be included in the investigative file.

4.9 Review all ROIs and all other submissions to ensure the information provided to PSD is factually accurate, meets the assignment requirements, is formatted following PSD procedures and guidelines of the *SI Manual* and PSD's *New Investigator Training*. Contractor shall objectively present the facts as discovered during the investigation and submit ROIs free of errors.

4.10 Make corrections, provide clarifications and conduct missing investigative assignments at no additional cost to the government when not completing investigative assignments and/or reports in compliance with PSD procedures and guidelines.

5.0 Period of Performance (PoP). The PoP for this BOA will be 60 months / five (5) years from the time of award, and each order period will be no more than 12 months.

6.0 Place of Performance. The primary place of work must remain within the geographical location of each awardee's address unless the awardee/contractor notifies ATF of a relocation.

7.0 Contract Type. Since BOAs are not contracts, the contract type of the resulting order(s) will be firm-fixed price, to be inclusive of all travel. Although not directly reimbursed, travel must comply with FAR 31.205-46 and GSA's Federal Travel Regulations (also Fly America Act, if applicable). ATF does not anticipate any other-direct costs (ODCs).

8.0 Credentials. IAW the MOU between OPM and ATF (delegating the authority to utilize contractors for this work), ATF will issue official-ATF credentials to each contractor tasked with performing duties associated with the federal, personnel-security program. The contractor shall never use said credentials for purposes other than conducting official investigations on behalf of ATF or for personal gain. The contractor must safeguard said credentials at all times, never have such out of one's possession, and never photocopy or ever have anyone else photocopy it. The contractor shall report lost or stolen credentials to PSD and ATF's Joint Support Operations Center (JSOC) immediately, as well as to the local-police department.

9.0 Personal-Identity-Verification (PIV) Card

9.1 IAW Homeland Security Presidential Directive-12 (HSPD-12), ATF will request a PIV card for and issue such to each contractor once the BOA has been awarded. The contractor shall use said PIV card as official, DOJ-identification media to comply with HSPD-12's logical-systems access on an ATF-issued laptop.

9.2 A PIV card issuance requires a two- (2-) step process: enrollment and activation. Certain ATF, field-office locations are equipped with a Light Activation Station (LAS) and are capable of issuing PIV cards; however, a contractor may be required to travel to a shared, *USAccess Credentialing Center* if the local-field office does not have an operative/working LAS. ATF will reimburse contractors for the PIV-card step-up and activation. During the activation process, the contractor **must** set a personal-identification number (PIN) for the PIV card. It is the contractor's responsibility to remember the set PIN. If at any time, the PIN must be reset due to an action/inaction by the contractor, ATF will <u>not</u> reimburse him/her for the time or travel associated with such. A PIN can only be reset at a LAS, not electronically or over the phone.

9.3 PIV cards require a re-certification every three (3) years and a full update (new card) every five (5) years. The contractor must have the PIV card re-certified and updated when prompted by ATF/USAccess.

10.0 Background Investigation

10.1 The contractor must undergo and receive a favorably-adjudicated Tier-5 (or successor) BI to determine suitability to access ATF information, IT systems and/or unescorted access to facilities; some contractor may require a Top-Secret Clearance. The BI will be conducted by or under the auspices of the PSD and be performed under such standards as the PSD may establish. If a contractor has a current Tier-5 (or successor) BI with another agency, PSD will follow *Reciprocity* procedures for security; however, ATF will conduct a review to determine the contractor's compliance with all ATF, agency-specific requirements prior to authorizing access to ATF information, IT systems, and/or unescorted access to facilities.

Failure to: complete the required, personnel-security forms; adhere to ATF's conduct and integrity guidelines and/or be in compliance with DOJ's and ATF's agency-specific qualifications may result in immediate disqualification. If no favorably-adjudicated BI received, the contractor may be disqualified from ATF work on those grounds. If disqualified, the contractor will not be granted access to ATF information, IT systems and/or unescorted access to facilities.

10.3 The contractor may be authorized access to ATF information, IT systems and/or unescorted to facilities with an approved *Temporary-Eligibility* (TE) determination. If a TE is needed to service under-staffed coverage locations, PSD will initiate a *Request for TE*, only after advising and gaining the contractor's concurrence.

10.4 The contractor shall be subject to Continuous Evaluation, five- (5-) year reviews and/or any future or subsequent evaluation(s) as mandated by OPM and the Office of the Director of National Intelligence (ODNI), provided the contractor meets the BI requirements and is issued a BOA. If, at any time, there are suitability or security issues/concerns that cannot be resolved or mitigated, ATF will terminate the BOA; and the contractor will no longer be granted access to ATF information, IT systems, and/or unescorted access to any ATF facility.

10.2 Mandatory Personnel Security Reporting Requirements

IAW Department of Justice (DOJ) Policy Statement 1700.04, Department Personnel Security Reporting Requirements, and the Department Security Officer's memorandum dated August 30, 2021, entitled Implementation of Policy Statement 1700.4, *Department Personnel Security Reporting Requirements*, to include Contractor Personnel, all ATF employees and non-ATF personnel (*e.g.*, contractors, task-force officers, and volunteers/interns) are required to comply with federally-mandated, personnel-security-reporting requirements. Said requirements are designed to help safeguard national security or otherwise sensitive information, material, and/or technology.
All ATF employees and non-ATF personnel must review, agree, and acknowledge in the Bureau's and/or Department's approved-training system (currently the *Justice Talent Management System* {JTMS}) their responsibilities to report activities included in DOJ Policy Statement 1700.04.

11.0 IT and Other Equipment Requirements

11.1 ATF will request a laptop for each contractor once the BOA has been awarded and provide the contractor with an *e*mail that will include the users identification. The contractor must then follow applicable guidance/instructions to set-up the laptop. The contractor must also then use the ATF-issued laptop to receive, complete and report investigations. If travel to an ATF field office for technical issues encountered that cannot be resolved remotely, the contractor will need prior approval from PSD.

11.2 The laptop will be fully imaged IAW the requirements established by ATF, Office of Science and Technology (OST) and PSD. **The contractor must only use ATF laptops to process and maintain ATF information.**

11.3 ATF will issue the following IT/Government-Furnished property (GFP).

a. Laptop;
b. Docking station; and
c. Two (2) power cords (90W and 180W).

The ATF laptop, the information it contains and its peripherals are the property of ATF; and at the conclusion of the BOA or when so directed by PSD, the contractor must return all to ATF. The contractor, even when directed by the ATF helpdesk, must contact PSD (SIAdministration@ATF.gov) for instructions regarding property returns. All property assigned to a contractor is considered accountable property for PSD and must only be returned, replaced or transferred when coordinated with PSD to ensure accurate-property accountability. The contractor shall respond to and provide all property information (*i.e.*, serial number, ATF assigned PINs, etc.) when requested by PSD to ensure compliance for any mandatory, ATF-inventory audit.

11.4 Due to security concerns, the contractor shall only use the ATF laptop for completion, submission and receipt of ATF-field assignments and to correspond with all involved in the investigative work. **The contractor is prohibited from processing ATF information on a personal computer or other non-ATF issued system.**

11.5 OST regularly pushes security updates to ATF laptops. When logging into the laptop, the contractor may occasionally be prompted to restart it due to critical-security updates. The contractor must follow these prompts as security updates are necessary to ensure proper security features and functionality are maintained on the laptop. The contractor is required to log into the laptop at least once a week (best on a Friday evening after 5:00 pm Eastern Time {ET}), regardless of whether an assignment/order is placed, to ensure the laptop is consistently updated and continues to function properly.

11.6 Due to varying connection availabilities, ATF cannot guarantee a wireless connection. Therefore, the contractor must have access to a broadband-internet connection, such as cable or a Digital Subscriber Line.

11.8 The contractor is permitted to connect personal printers, scanners and monitors to the laptop **WITH** assistance from the ATF helpdesk *(currently 877.875.3723 & ServiceDesk-OSTCS@ATF.gov)*. The contractor must direct any questions or issues that arise regarding the laptop (*e.g.*, technical issues, damaged property, stand-alone equipment set-up, etc.) to the ATF helpdesk, not PSD. There may be times when a contractor must travel to an ATF-field office to diagnose and/or resolve technical issues related to the ATF laptop. In these cases, the contractor must first notify PSD (SIAdministration@ATF.gov) and receive approval before traveling, even if directed by the ATF helpdesk. PSD may provide reimbursement for a contractor's time and travel expenses IAW the *Points and Payment Schedule*, but reserves the right to deny compensation if the contractor fails to notify and receive approval from PSD prior to such traveling.

11.9 The contractor shall purchase printers, scanners, facsimile machines and/or stand-alone monitors, if needed. ATF and PSD are **not** responsible for the purchase, maintenance or repair of these items; and the contractor will not be reimbursed for any cost associated with them. Similarly, ATF will not reimburse local-telephone calls or cellular-airtime charges as such are considered the contractor's business expenses.

12.0 Facilities. The contractor shall use its own, private facility(ies) for the administrative actions (*e.g.*, reviewing case documents, scheduling appointments, etc.) associated with investigations and preparing the ROIs in connection with those investigations. ATF neither assumes any responsibility for the purchase or maintenance of a contractor's personal facility(ies); nor will ATF reimburse a contractor for use of such facility(ies).

13.0 Mandatory Training. The contractor must complete PSD's "*New Investigator Training*" in its entirety prior to being added to PSD's active, *Special Investigator Roster* – The course currently consists of three (3) phases. The contractor must also complete the "*Non-Disclosure for Access to Unclassified Sensitive Information*" and the annual "*Information Security Awareness with Acknowledgment of the Rules of Behavior*" training through the Bureau's and/or Department's approved-training system (currently JTMS). While ATF will compensate the contractor for PSD's "*New Investigator Training*" and the mandatory, "*Information Security Awareness*" training at the rates detailed within the *Points and Payment Schedule*, ATF will not compensate the contractor for the time associated with all other, mandatory-training courses as they're requirements of the BOA's terms. *(Most training courses take less than one {1} hour to complete.)* All mandatory training is provided free of charge through the Bureau's and/or Department's training system (currently JTMS) and are accessible through the ATF laptop.

14.0 Contractor Certification. Each contractor must sign a *Contractor Certification* which declares all reports and any supplemental material prepared, whether submitted in hard copy or electronic format represent actual, reported-investigative work the contractor performed and conducted in compliance with the BOA's requirements.

15.0 System for Award Management (SAM) Registration

15.1 All firms/businesses must register *via* SAM and receive a Unique Entity Identifier (UEI) to do business with the federal government and receive federal funds. Registration with SAM enables/allows the contractor to work as a small business within the contractors' state/locality for this requirement.

15.2 The contractor shall make changes to the SAM information (*e.g.*, name, address, telephone number, company name or financial information) as necessary to ensure its information remains updated/current. ATF's financial system is directly connected to SAM; therefore, if a registration is not current or active, ATF will be unable to assign orders to a contractor or process payments for services rendered. Thus, proper and prompt updates and an active registration are extremely important.

16.0 Protection of Sensitive Unclassified Information

16.1 All data and information associated with a BI (*e.g.*, notes, copies of testimonies, copies of ROIs, etc.,) are the sole property of ATF. Therefore, the contractor must make every reasonable effort to protect and safeguard such against unlawful disclosure at all times. The contractor must retain all notes and other investigative materials (*i.e*, records, transcripts, etc.) for 90 days after ATF/PSD approves the report. The contractor must destroy, by shredding, all notes and investigative material at that time. If PSD requests case notes for quality-control purposes or otherwise, the contractor shall submit such within 90 days of an approved report.

16.2 The contractor must protect and safeguard all information obtained during the course of an investigation and only divulge on a need-to-know basis to an authorized party(ies) where required/necessary, even though such may be considered *sensitive-unclassified information*. The contractor must not disseminate to any parties outside of PSD without prior approval and written consent from

PSD. The contractor must utilize the ATF-issued laptop to complete and submit ROI's and to virtually communicate with PSD regarding case assignments; and at no time may a contractor forward information from the ATF laptop to personal *e*mail or vice versa. Similarly, the contractor shall not transmit information from an outside source (*e.g.*, copy machine) to personal accounts. The contractor must not transmit sensitive information *via* unsecured *e*mail or Internet or disclose such to an unauthorized party(ies). The contractor must conduct and complete all orders and associated tasks/assignments and not re-assign to another individual, be it another contractor, employee or sub-contractor.

16.3 The contractors must place all documents, files, and ATF laptop in a locked container when not in use. The contractor must complete one's own data processing and report writing and not use anyone else like a typist/transcriptionist to do so.

17.0 Payment Procedures/Reimbursement

17.1 Upon completion of an investigative assignment, the contractor shall submit an invoice/request for payment to Finance.Branch@ATF.gov with a carbon copy (Cc) to PSD (SIAdministration@ATF.gov) per clause #ATF-14. ATF agrees to reimburse the contractor for an assignment/order(s) based on the *Points and Payment Schedule*. Note: Reimbursement rates are subject to change at any time as determined by ATF and PSD.

17.2 In addition to investigative points successfully completed, ATF will reimburse the contractor for reasonable and ordinary expenses incurred in the performance of the assignment(s), such as tolls, parking fees, and fees for obtaining court documents, etc. as detailed in the *Points and Payment Schedule*.

17.3 ATF will reimburse the contractor for mileage driven, at the prevailing rate established by the General Services Administration (GSA) or as directed by ATF, when the contractor uses a personal automobile to perform assignments.

17.4 When travel beyond the contractor's standard-coverage area is necessary and specifically authorized by ATF to complete an assignment, ATF will reimburse the contractor (*e.g.*, a temporary-/travel-duty location/assignment {TDY}). All travel outside of the contractor's coverage area must be pre-approved by the PSD, if warranted, to be reimbursed. ATF will provide reimbursement for travel and other approved expenses based on the government's *per-diem* rates. The contractor must review GSA's website for the current *per-diem* rates for the travel locality. The contractor shall make all travel arrangements; and under no circumstances, will ATF make monetary advances for anticipated or scheduled travel. Approved reimbursement expenses and rates are detailed in the *Points and Payment Schedule*. When a contractor is scheduled to go on TDY or is travelling, yet available for assignments, the contractor must update the "My TDY" dates of travel *via* AIME's Dashboard.

17.5 If awarded a BOA, the offeror is responsible for filing its own state and federal taxes. ATF will provide a 1099-MISC tax form to qualified contractors. ATF is not required to provide said form to any contractor that is incorporated and/or does not receive a minimum of $600 during any calendar year from ATF.

18.0 Performance and Quality Control

18.1 The COR will monitor the performance of the contractor to ensure the contractor completes tasks and meets timeliness goals IAW all rules, regulations, and mandates issued by OPM, the ODNI, DOJ and ATF. Due to the continuous and evolving nature of the personnel-security sector, a contractor's responsibilities and duties are subject to changes by federal law, regulation and policy, which may include procedural changes related to the use of government equipment, security procedures and investigative principles and priorities. Therefore, ATF may modify the BOA and SOW unilaterally and/or without prior notice. High-quality services and timely completion of tasks are imperative to PSD's success.

18.2 ATF must review the BOA annually and continuously monitor the performance of the contractor to determine continued eligibility to receive future orders, BOA renewal or even a BOA termination.

18.3 ATF must investigate complaints of inappropriate conduct, violations of any policies, procedures and/or regulations; and if substantiated, the contractor may receive a warning notice or BOA termination. The same results are warranted if a contractor's performance fails to meet the standards necessary for the position based on ATF's quality-control and quality-assurance reviews.

18.4 ATF will routinely survey those persons the contractor has contacted to determine if the contractor conducted the interview and represented the Bureau in a professional manner. Repeated instances of negative feedback from those surveyed will result in a BOA termination. PSD will also conduct random, *Check-Ride* assessments to directly evaluate a contractor's performance during interviews. ATF will provide formal feedback to the contactor in writing. Any noted improvements required, if not rectified, may result in a BOA termination.

18.5 ATF will report the contractor to the DOJ Office of Inspector General for investigation if suspected of submitting fraudulent invoices or work-related materials.

19.0 Closeout. The contractor shall submit a final invoice within 45-calendar days after the end of the last-performance period. Within 15-calendar days of receiving the final payment, the contractor shall furnish a completed and signed *Release of Claims* to the CO; such may be in the form of a Closeout-modification to the contract.

3.2 Points and Payments Schedule

The Personnel Security Division (PSD) within the Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF) pays for investigations on a point basis; the value of each point is $50. PSD will provide the *Special Investigator (SI)*/contractor a Letter of Instruction (LOI) detailing the particular number and type of leads to conduct as required.

The below, standard-investigative points take into consideration the following factors:

1. Preparation time;
2. Conducting the review/interview;
3. Organizing and developing your notes in preparation for write up; and
4. Writing up the Report of Investigation (ROI).

Standard-Investigative Points

Investigative Lead	Number of Points
Enhanced-Subject Interview/Individual Interview	6
Record Check/File Review	1
Educational Record	1
Source Interview	1
Personal-Identity-Verification (PIV) Check	1
Subject Re-Contact	TBD[1] by PSD

Special-Reimbursement Rates

Priority Cases

The LOI will identify a “Response Type” of either routine or priority. If the case is identified as a Priority, the SI must submit the case on time and error free to qualify for additional points. Priority points are awarded based on the total number of investigative points earned during the investigation and/or administrative points. ATF will compensate cases designated as a priority based on the following scale:

Total Investigative Points	Number of Priority Points
.5 to 2	1
2.5 to 5	2
5.5 to 8	3
8.5 to 11	4
11.5 to 14	5
14.5 to 17	6
17.5 to 20	7
20.5 to 23	8
23.5 to 26	9

26.5 to 29	10
29.5 to 32	11
32.5 to 35	12
35.5 to 38	13
38.5 to 41	14
41.5 to 44	15
44.5 to 47	16
47.5 to 50	17

Administrative Points

Administrative points are additional points paid for time lost and other delays caused by uncontrollable circumstances as determined by PSD for all assignments. Administrative points are awarded based on the total-investigative points earned during the investigation, not including priority points. To receive administrative points, the contractor/SI must submit the ROI by the due date. ATF will compensate routine cases based on the following scale.

Total Investigative Points	Number of Administrative Points
0.5-2.5	0.5
3-5.5	2
6-10.5	2.5
11-15.5	3.5
16-20.5	4
21-25.5	4.5
26-30.5	5
31-35.5	5.5
36-40.5	6
41-45.5	6.5
46+	7

Mileage

ATF will reimburse the SI's driven mileage per the standard-government rate for mileage as applicable and as established by the General Services Administration (GSA) and/or PSD's discretion. Part of this process is automated upon data entry

- PSD's Rate – Effective January 2024 - $0.67/mile (for POVs)
- GSA's Rate – Effective January 2025 - $0.70/mile (for POVs)

Training

- New Investigator Training Rate: 7 points
- Other mandatory training courses and/or annual-refresher training: PSD will determine the SI's reimbursement eligibility. Training is a requirement of the Basic Ordering Agreement's terms, and the time associated with these courses may not be reimbursed.

PIV Card

- Initial, PIV-card Setup Rate: 1 point, plus mileage
    - ATF will reimburse the SI for the initial, PIV-card setup. If the mileage to the PIV card enrollment/activation center is more than 200 miles round trip, the SI must contact PSD prior to travel.

- Personal-identification number (PIN) Reset Rate for the PIV card: No Compensation
- If at any time, the SI must have the PIV-card's PIN reset because of its own action/inaction, ATF will not reimburse for the time or travel associated with that activity.
- PIV-card Re-Certifications/Updates Rate: Mileage TBD by PSD. SI's must contact PSD for approval.

ATF Laptop/Technology Issues

- Initial Pickup and Setup Rate: 1 point, plus mileage
    - SI shall send an *e*mail to SIAdministration@ATF.gov with mileage and time spent and an LOI/Payment Authorization will be created and saved to the SI's approved folder.
    - If unforeseen technical issues occur during the initial setup, SI must document any issues and time associated with resolution of the issue. PSD will review the documentation and may provide additional compensation.

Technical Issues

- Rate: 1 point for the first three (3) hours, 1 point for each additional hour, plus mileage
    - **In the event an SI must travel to an ATF field office to diagnose and/or resolve a technical issue(s) related to the ATF laptop, the SI must first notify PSD and receive approval before traveling.** PSD reserves the right to deny compensation if the SI fails to notify PSD prior to traveling to the field office.
- Negligence/Improper Use Rate: No Compensation.
    - If damage or technical issues are incurred due to the SI's improper use or negligence, ATF will not compensate the SI for time or travel related to issue resolution. Additionally, the SI may be held personally liable for replacement of equipment if the property is lost, stolen or damaged due to negligence.

Travel-Duty Status (TDY)

When travel beyond the SI's standard-coverage area (more than 200 miles of the SI's place-of-business address) is necessary and specifically authorized by PSD to complete an assignment, ATF will provide reimbursement based on actual expenses as allowable under the BOA. **All travel outside of the SI's standard-coverage area must be submitted in advance for PSD's pre-approval to qualify for compensation.** The SI must keep all receipts and submit them along with the Request for Payment to receive compensation.

ATF will reimburse the SI for the following according to the Government's per-diem rates:

- Expenses for travel (Airfares must be coach or business class, whichever is less.);
- Expenses for lodging accommodations;
- Mileage expenses to and from transportation carrier (*e.g.*, airport, train station, etc.);
- Meals and incidentals: 75% for first and last day of travel and 100% for full day(s) on travel;
- Rental car and fuel charges;
- Taxi fares;
- Half (½) point per hour while in air/train travel to and from destination; and
- Miscellaneous expenses and fees: baggage fees, lodging taxes, internet connection, etc.

The SI may request to use a POV to travel to the destination, yet must receive PSD's prior approval, if warranted.

ATF will not reimburse for the following:

- Time spent waiting at transportation carrier (*e.g.*, airport, train station, etc.), including layovers; and
- Travel time to and from transportation carrier (*e.g.*, airport, train station, etc.).

If unforeseen circumstances or unexpected expenses that are not documented above occur, the SI must keep all receipts and document the information in the Request for Payment. PSD will review the documentation and determine if reimbursement is applicable.

The SI must review GSA's website for the current, per-diem rates for the travel locality because ATF will reimburse according to said rates. SI must make every effort to obtain the government rate for lodging. If unable to secure the government rate, the SI must contact PSD and request advance approval to exceed the local, per-diem rate; otherwise, the SI may not be compensated for the difference. If the SI does not contact PSD the difference may not be reimbursed. SI must utilize whichever mode of transportation is in the best interest of the government.

SI must make their own travel arrangements; and under no circumstances, will ATF make monetary advances for anticipated or scheduled travel.

General and Business Expenses

ATF will reimburse the SI for reasonable and ordinary expenses incurred in the performance of assignments, such as tolls, parking fees, and fees for obtaining court documents, etc.

ATF will not reimburse the SI for business expenses such as office space, office materials (paper, pens, printer toner, etc.). SI shall purchase all equipment (printers, scanners, facsimile machine, etc.), as necessary, per the Statement of Work and consider said purchase a business expense(s).

If the SI has any questions related to approved and non-approved expenses, the SI shall contact PSD for additional information.

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[1] TBD = To be determined

3.3 ATF's Points of Contact

Contracting Officer (CO): Sheray Millhouse | Sheray.Millhouse@ATF.gov | 202.648.9071
CO's Representative (COR): To be disclosed at award

Section 4 - Solicitation Provisions

52.212-1	Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023)

(a) *North American Industry Classification System (NAICS) code and small business size standard*. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition--

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *Submission of offers*. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers*. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples*. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers*. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at *https://assist.dla.mil*.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at *https://assist.dla.mil*.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by--

(i) Using the ASSIST feedback module (*https://assist.dla.mil/feedback*); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571-767-6688 or email at *assisthelp@dla.mil*.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier*. (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at *www.sam.gov* for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at *www.sam.gov* for establishing the unique entity identifier.

(k) [Reserved].

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

SECTION 4.1 | OVERVIEW

The Bureau of Alcohol, Tobacco, Firearms & Explosives (ATF) has a requirement for field, background-investigative services per the Statement of Work (SOW – *Section 3.1 of this solicitation/request for quotations {RFQ}*). The North American Industry Classification

System (**NAICS**) **code** for this 100% set-aside buy is **561611**, *Investigation and Personal Background Check Services*, with a size standard of **$25M**.

ATF intends to issue multiple, Basic Ordering Agreements (BOAs), as needed, to a sufficient number of responsible and qualified offerors throughout the United States, depending on location and ATF workload in accordance with (IAW) the Federal Acquisition Regulation (FAR) Parts 12, 13.5 & 16.703. Having a sufficient number of sources, geographically distributed, that meet/exceed the minimum requirements will ensure prompt and efficient performance of background investigations.

Per the SOW, the period of performance shall be for 60 months / five (5) years from the time of award. At the conclusion of 60 months, an offeror must re-apply through another solicitation, if available for continued services. ATF will evaluate its quotation in consideration for issuance of a new BOA. ATF will re-evaluate each-awarded BOA every 12 months and may issue a written modification to terminate a BOA at any time. BOAs awarded under this RFQ will be in effect for five (5) years from the date of award, unless further extended pursuant to FAR 52.217-8, 52.217-9 or 52.237-3, canceled or terminated pursuant to the applicable provision(s) and/or clause(s) incorporated within this RFQ.

The place of performance of the BOAs must be within the geographical location of the awardee's address.

Due to the nature of the *Federal Personnel Security Program*, changes in policies, procedures and guidelines are subject to change without notice. Therefore, ATF and the Personnel Security Division (PSD) reserve the right to modify the SOW and *Points-and-Payment Schedule (Sections 3.1 & 3.2, respectively, of this RFQ)* at any time. Hence, all offerors (currently contracted under a related BOA and any new offerors thereafter) agree to adhere to any new or updated requirements, policies and/or procedures.

This is a standing solicitation/RFQ from which the Government contemplates award of multiple BOAs for the services described within the SOW *(Section 3.1 of this RFQ)*. This RFQ will remain open and in effect until 5:00pm ET June 15, 2030 unless amended, extended, canceled, or replaced by an updated RFQ. As such, offerors may submit for consideration of award at any time within said-closed date. Before award, offerors may submit a quotation modification(s) to address a deficiency(ies); offerors may also submit a final-quotation revision as requested by ATF. If an offeror fails to meet ATF's established time frames for such modification(s)/resubmission(s), ATF may reject it. Similarly, ATF may reject a modification/ resubmission or revision if the initial deficiency(ies) remains. Quotations submitted after the close date and time will be considered LATE per FAR 15.208(b)(1), thus not considered unless one (1) of the exceptions applies.

ATF reserves the right to amend this RFQ to update any aspect of it, even to add quotation-submission periods with open and close dates. Since this RFQ is subject to change without prior notification, any interested offeror must ensure its quotation submission adheres to the current requirements, guidelines and instructions found in the most-recent posting (*e.g.,* latest amendment).

ATF also reserves the right to retain all quotation materials from any offeror that is denied based on geographic location only. As the needs of ATF's *Contract Background Investigation Program* change, ATF may reconsider for award offerors previously denied solely for that reason.

Additionally, the offeror is responsible for all costs associated with submitting a quotation, not ATF.

If awarded a BOA, the offeror is responsible for filing its own state and federal taxes. ATF will provide a 1099-MISC/1099-NEC tax form to qualified offerors. ATF is not required to provide said form to any contractor that is incorporated and/or does not receive a minimum of $600 during any calendar year from ATF.

SECTION 4.2 | PRIORITY CITIES

An offeror outside of the priority cities listed below may still respond to this RFQ.
Alabama – Montgomery
Alaska – Anchorage, Fairbanks, Juneau
Arizona – Yuma
California – Bakersfield, Redding, San Diego
Connecticut – Hartford

DC/MD/VA
Florida – Tampa
Guam – Any location
Hawaii
Idaho - Boise
Iowa – Cedar Rapids
Kentucky – Lexington, Knoxville
Louisiana – Lafayette, New Orleans, Shreveport
Maine – Any location
Massachusetts – Springfield, Worcester
Michigan – Lansing
Mississippi – Jackson
Montana – Helena
Nebraska – Omaha
New Jersey – New Brunswick, Trenton, Newark, Northern NJ (Ramsey area).
New York – Syracuse, Rochester
North Dakota – Any Location
Ohio – Dayton, Toledo
Oregon – Eugene
Pennsylvania – Harrisburg, Scranton, State College, Williamsport, Pittsburgh
Rhode Island – Any location
South Dakota – Any location
Tennessee – Knoxville
Texas – Corpus Christi, Eagle Pass, Laredo, Houston, San Antonio
Utah – Salt Lake City
Virgin Islands
Washington – Yakima, Spokane
West Virginia - Charleston
Wyoming – Any Location

SECTION 4.3 | INSTRUCTIONS TO OFFERORS

Quotation Requirements:

The offeror shall complete blocks 13-15 of the solicitation, standard form (SF) 18, and blocks 8 and 15 of the amendment(s), SF 30, where applicable, also **sign** the **1st page** of the SF 18 and SF 30(s), as applicable, and include with its quotation-submission package. By signing the SF(s), the offeror confirms it has read and understands the T&Cs set forth in this RFQ, including all provisions & clauses, especially 52.212-4.

The offeror shall also complete the fill-ins for all applicable provisions and clauses for this RFQ, including ATF-50, 52.204-20, 52.204-24, 52.204-26, 52.209-12, 52.212-3, 52.223-22 and 52.229-11 and include with its quotation-submission package unless it has already completed and updated such as part of its registration *via* the System for Award Management (SAM).

To be considered responsive to this RFQ, offerors must also submit complete responses to the questions, thus a complete package addressing all factors, in this RFQ to be considered and evaluated. ATF may not, at its own discretion, consider/evaluate incomplete packages. ATF will initially screen offerors by location before conducting a review of the offeror's past performance, qualifications, experience, capabilities, and acceptability responses. ATF has already predetermined the price per the SOW and as detailed within the *Points and Payment Schedule*.

ATF will only accept written/typed responses submitted directly from the individual offeror (person). ATF will also notify the offeror, in writing, of the evaluation results for its quotation. ATF will not entertain/consider/accept phone calls – If the offeror has a question, see "SECTION 4.4 | ADDITIONAL INFORMATION, RFQ QUESTIONS & SUBMISSIONS" of this RFQ for instructions.

The offeror shall respond completely to all questions and/or statements below and herein accordingly to the respective instructions. **Failure to respond to any of the questions and/or statements may result in an automatic failed evaluation.**

Factor Questions & Statements:

The offeror shall use *ATT. 1, "…Survey-Factors 1-6…,"* to completely respond to each factor; said file includes all of the statements and questions for the below Factors (1-6). The offeror shall attach additional pages to it, if necessary.

Past Performance (Factor 1)

The offeror shall use *ATT. 1* to provide its past-performance information for efforts similar to ATF's subject requirement, to include federal, state and local government, as well as private industry, for each contract/purchasing vehicle. The offeror shall **not** include more than three (3) contract/purchasing vehicles within the last three (3) years. As a result, offerors may need to submit as many as three (3) versions of *ATT. 1* – One (1) version will have the offeror's responses for all sections and factors completed while the other two (2) versions will just have Factor 1 completed.

Qualifications and Experience (Factor 2)

The offeror shall completely respond to the eight (8) questions and/or statements within *ATT. 1* for this factor in no more than three (3) to five (5) sentences.

The offeror shall also:

1. include examples of its qualifications and how those duties relate to its past and/or current performance; and
2. submit a current, professional resume, to include references for the two (2), most-recent employments.
    a. The resume shall highlight the offeror's experience and capabilities in performing BIs. The offer shall have at least three (3) years of current experience conducting personnel-security BIs.

ATF reserves the right to offer all offerors that receive a rating of *Satisfactory/Pass* for all factors and are in the needed location an interview. If offered such by ATF, offerors must submit to/participate in an interview. The interview will consist of a series of questions related to the offeror's past performance, qualifications and experience. Following the interview, offerors will be required to submit a writing sample (*e.g.*, sample Report of Investigation). ATF will provide the offerors with guidance for the writing-sample requirements during the interview and additional information *via e*mail upon the completion of the interview. The offeror will have three- (3-) business days to provide PSD with the completed, writing sample.

Capabilities (Factor 3)

The offeror shall completely respond to the four (4) statements within *ATT. 1* for this factor, describe completely its abilities for each category, and provide at least one (1) example for <u>each</u> statement.

Acceptability (Factor 4)

The offeror shall completely respond to each of the 10 questions within *ATT. 1* for this factor by selecting either "Yes" or "No."

Location (Factor 5)

Since the offeror needs to be within 200 miles of a priority city (SECTION 4.2 of this section), it shall select "Yes" or "No" appropriately within *ATT. 1* for this factor. Per the above ATF will initially screen the quotation for this information prior to reviewing/evaluation the rest of the offeror's quotation.

Price (Factor 6)

While the offeror shall select “Yes” or “No” appropriately within *ATT. 1* for this factor, it must agree to ATF’s pre-determined rate(s) as detailed in the *Points-and-Payment Schedule* to be considered for award.

See direcly below 52.212-2 within this RFQ for SECTIONs 4.4-4.6.

A.2 ADDENDUM TO FAR 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023)

The terms and conditions for the following provisions are hereby incorporated into this solicitation as an addendum to FAR provision 52.212-1.

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		
Provision	Title	Fill-ins (if applicable)
52.204-7	System for Award Management (Nov 2024)	
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)	
52.204-20	Predecessor of Offeror (Aug 2020)	
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	
52.204-26	Covered Telecommunications Equipment or Services-Representation (Oct 2020)	
52.207-6	Solicitation of Offers From Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts) (Aug 2024)	
52.209-12	Certification Regarding Tax Matters (Oct 2020)	
52.212-3	Offeror Representations and Certifications-Commercial Products and Commercial Services (May 2024)	

Provision	Title	Fill-ins (if applicable)
52.222-22	Previous Contracts and Compliance Reports (Feb 1999)	
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (Dec 2016)	
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications (Jun 2020)	
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation (Jun 2020)	
2852.203-70	General Non-Disclosure Agreement (AUG 2016)	
2852.233-70	Protests Filed Directly with the Department of Justice (NOV 2020)	
DOJ-06	National Security Risk Assessment (APR 2014)	

Provisions By Full Text

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a firm-fixed-price [*Contracting Officer insert specific type of contract*] contract resulting from this solicitation.

(End of provision)
[END OF ADDENDUM TO FAR 52.212-1]

52.212-2 Evaluation-Commercial Products and Commercial Services (Nov 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

Past Performance; Qualifications and Experience; Capabilities; Acceptability;Location; and Price.

[*Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR 15.304); and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.*]

Technical and past performance, when combined, are significantly less important than cost/price [*Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.*]

(b) *Options*. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

See direclty below 52.212-1 within this RFQ for SECTIONs 4.1-4.3.

SECTION 4.4 | ADDITIONAL INFORMATION, RFQ QUESTIONS & SUBMISSIONS

There are no addenda to any of the provisions and clauses; and the CO has not determined any additional, contract requirement(s) or T&Cs (such as contract financing arrangements or warranty requirements) necessary for this acquisition and consistent with customary commercial practices.

The Defense Priorities and Allocations System (DPAS) is not applicable to this acquisition, thus no assigned rating.

The offeror shall use *ATT. 2, "…Questions,"* to submit questions, if any, and send such to the CO listed on this announcement: Sheray.Millhouse@ATF.gov, with a carbon copy (Cc) to SIAdministration@ATF.gov no later than **Wednesday, June 18, 2025**.

Similarly, the offeror shall send all quotations, in writing, to the CO listed on this announcement: Sheray.Millhouse@ATF.gov, with a Cc to SIAdministration@ATF.gov IAW "SECTION 4.1 | OVERVIEW" within this RFQ.

SECTION 4.5 | EVALUATION INFORMATION AND SELECTION CRITERIA

IAW FAR 52.212-2, *Evaluation--Commercial Products and Commercial Services*, and FAR subpart 13.5, *Simplified PRocedures for Certain Commercial Products and Commerical Services*, ATF will evaluate timely quotations as applicable by assessing the offerors' responses to all six (6) factors within this RFQ, to include their writing sample and interview responses as applicable.

ATF will use the following factors (in descending order of importance) to evaluate quotations: past performance; qualifications and experience; capabilities; acceptability (of ATF's T&Cs, including the point-payment rate); location; and price (although pre-determined by ATF to be fair and reasonable). All five (5) non-price factors, when combined, are significantly less important than cost/price.

ATF will review the offeror's quotation package, including its writing sample and interview responses to determine which offeror(s) will be considered for a BOA. ATF may document in the contract file any relative strengths, deficiencies, significant weaknesses, and/or risks supporting the quotation evaluation, if applicable. While the offeror's overall evaluation must be "Satisfactory" or higher to be considered for a BOA, it's not a guarantee of an award.

The offeror must also be able to obtain a favorably-adjudicated, Tier-5 background investigation (BI) and must register *via* SAM prior to submitting a quotation per FAR 4.1105. These are mandatory requirements, and any offeror that fails to comply with such will be eliminated and removed from further consideration of award.

Past Performance (Factor 1)

ATF will use this adjectival-rating scale (from low to high): Unsatisfactory, Marginal, Satisfactory, Very Good, Exceptional, and Neutral for this factor. "Neutral" indicates ATF will not evaluate the offeror favorable/unfavorably because the offeror lacks a record of relevant past-performance information or such is unavailable.

ATF will evaluate how well an offeror performed similar work in the past/present, to include its compliance with laws and regulations. As such, ATF may contact any of the offeror's customers and references to ask whether they believe the: (1) offeror was capable, efficient, and effective; (2) offeror's performance conformed to the T&Cs of the contract/agreement vehicle; (3) offeror was reasonable and cooperative during the performance; and (4) offeror was committed to customer satisfaction.

While ATF will consider the information the offeror provided, ATF may also use other sources of information from other sources (*e.g.*, the Contractor Performance and Rating System, the Federal Awardee Performance and Integrity Information System, SAM, other electronic databases, other agencies, better business bureaus, and published media, etc.).

ATF will determine whether the offeror's current, past-performance information is relevant. For offerors that previously rendered services, ATF will consider such more influential than past performance rendered to another source.

Qualifications and Experience (Factor 2)

ATF will use this adjectival-rating scale (from low to high): Unsatisfactory, Marginal, Satisfactory, Very Good and Exceptional for this factor.

ATF will evaluate the offeror's accomplishments, formal education, certifications, and special skills to determine whether it is suitable/ eligible to fulfill ATF's requirement. ATF will also evaluate the offeror's demonstrated time spent working in a particular field/ performing similar tasks. ATF will evaluate each offeror's experience based on its breath, depth, and relevance to the work that will be required under the prospective BOA. ATF will consider the years of experience conducting investigations in the federal environment and experience conducting personnel-security investigations (including overseas experience). ATF may assess the offeror's communication and written skills, also its familiarity with directives governing the conduct of BIs through an interview.

Capabilities (Factor 3)

ATF will use this adjectival-rating scale (from low to high): Unsatisfactory, Marginal, Satisfactory, Very Good and Exceptional for this factor.

ATF will evaluate the offeror's ability and the extent of such to perform the required services in relation to the offeror adhering to the general specifications of ATF's *Contract Background Investigation Program* and utilizing ATF-owned laptop and other required equipment/programs. Capability criteria include, but is not limited to: (1) ability to accept and complete work assignments; (2) IT proficiency; and (3) equipment requirements.

Acceptability (Factor 4)

ATF will use a rating of "Pass" or "Fail" for this factor.

ATF will evaluate the offeror's characteristic and determine whether ATF can manifest the offeror's assent, without exception, to the T&Cs of this RFQ, including attachments and amendments (if any). If an offeror takes exception to any of the T&Cs of this requirement/ RFQ, ATF will consider its offer unacceptable.

Location (Factor 5)

ATF will use a “Meet/Does Not Meet” rating for this factor.

ATF will use the offeror’s location to determine the proximity from the priority cities.

Offerors residing in a necessary location may be considered for an interview if their quotation responses receive an evaluation determination of “Satisfactory” or higher and they agree to the mandatory requirements.

Price (Factor 6)

ATF has already conducted price analysis and evaluated its pre-determined price to be fair and reasonable. Similarly, ATF will also evaluate the option at FAR clause, 52.217-8, using the prices/rates proposed for the last-ordering period and adding such to all OPs, as applicable, to calculate the total-evaluated price. Evaluating options is for award purposes/consideration and does not obligate the Government to exercise such. An option(s) is not a guarantee and may not be funded due to various reasons (*i.e.*, budgetary constraints, a change in ATF’s needs, etc.). Since ATF is providing the rate, it doesn’t anticipate any *line items* being significantly over/understated (unbalanced) – Criteria for a quotation being considered unacceptable.

SECTION 4.6 | BASIS FOR AWARD

ATF will use the stated, evaluation methodology to issue competitive, multiple-award BOAs, as needed, to the responsible offerors that are best suited to perform the work and meet/exceed the acceptability standards for the non-price factors and accept the rate for the price factor, thus offering the *best value* (BV) to the Government. FAR 2 defines BV as 'the expected outcome of an acquisition that, in the Government's estimation, provides the greatest, overall benefit in response to the requirement.’

Offerors selected from their responses to this solicitation will be eligible for a BOA. ATF anticipates awarding without discussions and without establishing a competitive range; therefore, offerors are encouraged to ensure their initial quotation(s) includes thier best terms, detailed past performance and applicable experience so ATF can use such, along with their writing sample and interview responses, as the sole and final basis for award. ATF reserves the right to seek clarifications for certain aspects of the offeror’s quotation to resolve minor/clerical errors.

ATF may reject any quotation that is evaluated to be non-compliant with the RFQ or reflect a failure to comprehend the complexity and risks of the work to be performed.

ATF will not award to an offeror whose quotation is non-responsive or technically unacceptable; similarly, ATF may not award to an offeror that receives a “No” for Factor 6 as such indicates the quotation is unsatisfactory/unacceptable.