

SOLICITATION, OFFER, AND AWARD (Construction, Alteration, or Repair)	1. SOLICITATION NO.	2. TYPE OF SOLICITATION	3. DATE ISSUED
	15B20318B00000004	<input checked="" type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	08/23/2018
<b>IMPORTANT</b> -The "offer" section on the reverse must be fully completed by offeror.			
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO.	6. PROJECT NO.	
	0220-18	2C6W	YREG: T6W10001
7. ISSUED BY	CODE	8. ADDRESS OFFER TO	
Federal Bureau of Prisons Field Acquisition Office US Armed Forces Reserve Complex 346 Marine forces Drive Grand Prairie, TX 75051	BFAO	Federal Bureau of Prisons Field Acquisition Office US Armed Forces Reserve Complex 346 Marine forces Drive Grand Prairie, TX 75051	
9. FOR INFORMATION CALL:		b. TELEPHONE NO. (Include area code)(NO COLLECT CALLS)	
a. NAME Martin Guidry		(972) 352-4514	

**SOLICITATION**

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

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date)

**ABATE ASBESTOS AUDITORIUM**

The selected contractor shall provide all materials, labor, and equipment to complete Abate Asbestos Auditorium at the Federal Correctional Institution (FCI Danbury), located in Danbury, Connecticut, in accordance with the attached SOW/Specifications.

**\*INCLUDE THE FOLLOWING INFORMATION\***Tax ID#: 55-323133DUNS#: 006300EMAIL ADDRESS: jeff@evankoff.comCAGE CODE: 6P7208

11. The Contractor shall begin performance 10 calendar days and complete it within 90 calendar days after receiving  
 award,  notice to proceed. This performance period is  mandatory  negotiable. (See 52.211-10.)

12a. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12b).

12b. CALENDAR DA YS

YES  NO \*See FAO-0001, paragraph (b), on page 5\*

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## 13. ADDITIONAL SOLICITATION REQUIRE MENTS

- A. Sealed offers in original and 01 copy to perform the work required are due at the place specified in item 8 by **September 26, 2018, no later than 2:00 p.m. local time**. If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.
- B. An offer guarantee  is,  is not required.
- C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.
- D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

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

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

Jeff Smith  
123 NW 18th Street  
Honolulu, HI 009321

15. TELEPHONE NO. (Include area code) **231-232-0909**

16. REMITTANCE ADDRESS (Include only if different than Item 14.)

n/a

CODE FACILITY CODE

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

AMOUNTS

**OFFER AMOUNT FOR 15B20318B00000004: \$ 1,020,889**

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

**19. ACKNOWLEDGMENT OF AMENDMENTS**

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

A MENDMENT NO.	001	002								
DATE.	6/19	6/21								

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

Jeff Smith, President

20b. SIGNATURE



20c. OFFER DATE

9/24/2018

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

21. ITEMS ACCEPTED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

**X3-FP020302PZ-2C6W-25CC SMALL BUSINESS YREG: T6W10001**

24. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)

ITEM 27

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

10 U.S.C. 2304(c) ( )

41 U.S.C. 253(c) (5)

26. ADMINISTERED BY

CODE BDAN

Federal Bureau of Prisons  
FCI Danbury  
Attn: Contracting  
33 1/2 Pembroke Road Route 37  
DANBURY, CT 06811

27. PAYMENT WILL BE MADE BY

Federal Bureau of Prisons  
FCI Danbury  
Attn: Accounting Section  
33 1/2 Pembroke Road Route 37  
DANBURY, CT 06811

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

28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return \_\_\_copies to issuing office) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

29. AWARD (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30a. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN (Type or print)

31a. NAME OF CONTRACTING OFFICER (Type or print)

MARTIN GUIDRY

30b. SIGNATURE

30c. DATE

31b. UNITED STATES OF AMERICA

31c. DATE

BY

## Table of Contents

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**Section 2 - Commodity or Services Schedule**

This project will be constructed in accordance with the specifications, drawings, and contractors must furnish the appropriate bid, and performance and payment bonds. The Statement of Work can be located in Section 5 - Attachments

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**SCHEDULE OF SUPPLIES/SERVICES**

## CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	The selected contractor shall provide all materials, labor, and equipment to complete Abate Asbestos Auditorium at the Federal Correctional Institution (FCI Danbury), located in Danbury, Connecticut, in accordance with the attached SOW/Specifications.	1.0	JB	\$ 1,020,889	\$ 1,020,889

The successful contractor shall be responsible for all applicable federal, state, and local taxes. No tax exemption certification will be issued by the Federal Bureau of Prisons. THE TOTAL PRICE SHALL BE WRITTEN ON LINE ITEM 17 OF THE STANDARD FORM 1442.

## Section 3 - Special Contract Requirements

### Clauses by Full Text

#### FAO-0001 Bonds

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(a) Bid Guarantee. Each bidder shall submit with his bid a Bid Bond (Standard Form 24) with good and sufficient surety or sureties acceptable to the Government, or other security as provided in provision 52.228-1, in the form of twenty percent (20) of the bid price or not to exceed \$3,000,000. The bid bond penalty may be expressed in terms of a percentage of the bid price or may be expressed in dollars and cents. A bid bond is not required for bids of \$150,000 or less. (FAR 28.102-1)

(b) Performance and Payment Bonds. Within 10 days after award the contractor shall execute and submit to the Contracting Officer two bonds, each with good and sufficient surety or sureties acceptable to the Government, as follows; a Performance Bond (Standard Form 25) and a Payment Bond (Standard Form 25A). The penal sums of such bonds will be as follows: (Not required for contracts of \$150,000 or less)

(1) Performance Bond: The penal sum of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bond: The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(c) For construction contracts greater than \$35,000 but not greater than \$150,000, the Contracting Officer shall select two or more of the following payment protections, giving particular consideration to inclusion of an irrevocable letter of credit as one of the selected alternatives (FAR 28.102-1(b)(1)):

- (1) A Payment Bond;
- (2) An irrevocable letter of credit (ILC);
- (3) A tripartite escrow agreement;
- (4) A Certificate of Deposit; or
- (5) A deposit of the types of security listed in 28.204-1 and 28.204-2.

(d) Individual Sureties.

(1) Bidders may elect to furnish individual surety bonds. If individual surety bonds are furnished for bid guarantees, payment or performance bonds, the individual sureties must submit their bonds proof of ownership and value of the assets which they claim in their net worth at time of bid opening. The Government's preferred method of proof is to have a statement of net worth prepared by a Certified Public Accountant (CPA) in accordance with Generally Accepted Accounting Principles (GAAP). Statements from a CPA that contain disclaimers are not acceptable. The statement of net worth on the Standard Form 28, Affidavit of Individual Surety, is insufficient and will not be accepted without additional proof of value and ownership.

(2) Bidders are cautioned that individual sureties must provide complete and detailed information in Block 9 of Standard Form 28 concerning other contracts on which they have provided bonds. This information shall include contract number, contract location, amount, and type of bond and telephone number of the involved contracting office. Failure to provide the proof and information required may result in rejection of the bid or termination of the contract for failure to provide adequate bonds.

#### FAO-0002 Magnitude

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The magnitude of this project is between **\$250,000 and \$500,000**.

#### FAO-0003 Required Insurance

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

(a) The contractor shall, at his own expense, provide and maintain during the entire performance of this contract at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract:

#### TYPE

#### AMOUNT

(1) WORKERS COMPENSATION & EMPLOYER'S LIABILITY \$100,000.00

The required Workmen's Compensation Insurance shall extend to cover employee's liability for accidental bodily injury or death and for occupational disease with a minimum liability of \$100,000.00.

(2) COMPREHENSIVE GENERAL LIABILITY with a minimum limit of: Per accident or occurrence for bodily injury \$500,000.00

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

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

Per person \$200,000.00

Per Occurrence for Bodily Injury \$500,000.00

Per Occurrence for Property Damage \$ 20,000.00

**FAO-0004 Pre-Construction Conference**

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

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

**FAO-0005 Submittals**

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

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

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

(b) The Bureau of Prisons (BOP) Contracting Officer's Representative (COR) shall act for the Contracting Officer in the review and acceptance of all submittals. The Contractor shall submit submittals as required by the contract/specifications to the COR for transmittal to the Contracting Officer. Fabrication of any work or purchase or use of any submittals (such as materials for which samples are required or equipment, etc.) shall not take place until acceptance is given by the COR, except at the Contractor's own risk.

(c) The Contractor shall submit all shop drawings and submittals sufficiently in advance (unless otherwise specified in the specifications) of the construction requirements to allow ample time for checking, re-submitting, and re-checking.

(d) Failure of any materials to pass their specified tests shall be sufficient cause for refusal to consider, under this contract, any further samples of the same brand or make of that material. The Government reserves the right to disapprove any material or equipment which has previously proven unsatisfactory in service.

(e) The Contracting Officer's or designee's approval or acceptance of submittals is not to be construed as a complete check. Approval or acceptance will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor is responsible for the satisfactory construction of all work. The Contractor is responsible for delivering a final product/system that is operational as intended by the contract requirements, regardless of any Government approvals or acceptance of submittals. The Government assumes no liability during the submittal approval/acceptance process. It is the sole responsibility of the Contractor to deliver a properly functioning product or system.

**FAO-0006 Contractor Use of Premises**

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Work Hours

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

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

Contraband

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

Explosives

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

Parking and Temporary Office

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

Safety and Accident Prevention

In performing work under this contract the contractor shall:

- (a) Conform to the specific safety requirements established by this contract;
- (b) Comply with the safety rules of the Government institution that concern related activities not directly addressed in this contract;
- (c) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (d) Take such additional immediate precautions as the Contracting Officer may reasonably require for safety and accident prevention purposes.

FAO-0007 Payment Services

(a) Original application for payment shall be prepared on AIA (American Institute of Architects) Form G-702 "Application and Certificate for Payment" and submitted to the Contracting Officer. The contractor may use another form; however, it shall contain similar information as the AIA Form G-702. The Contracting Officer will approve the amount of payment by signing and forwarding the application and certificate as follows: Original to Accounting; Copy for Contract Award File.

(b) All small business contractors are required to self-certify on all invoices their small business status.

FAO-0008 Request for Final Inspection

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

FAO-0009 Contract Security (3000-03 Human Resources Management Manual)

The following security measures will be applied to all contract employees who will be working under the terms of the contract:

National Crime Information Center (NCIC) Check  
 Name Check  
 Fingerprint Check (FD-258)  
 Completed OF-306, Declaration for Federal Employment, and Appropriate Resume or Optional Application  
 Completion of the Contract Pre-employment Form  
 Release of Information

The contractor should be aware that the time required for contractor security clearances to be completed may vary. For the purposes of this solicitation, 30 calendar days have been included in the performance period specified in FAR clause 52.211-10. The number of days listed above is contingent upon the contractor providing completed clearance packages for their employees within 10 days of receipt of the security package from the institution.

**\*\*A form package will be issued by the Administrative Contracting Officer or Contracting Officer's Representative (COR) at the institution upon contract award. Completed packages shall be submitted by the PRIME CONTRACTOR ONLY to obtain clearance for each prime and sub-contract contract employee. Security Clearance packages will NOT be accepted from sub-contractors. Upon clearance being obtained the contractor will be notified. Should a contract employee NOT be cleared to enter the facility for this project, the contractor will be notified immediately. The contractor will be responsible to submit another contract employee as soon as possible for clearance. Be advised, the Federal Bureau of Prisons cannot disclose why an individual does not pass the security clearance process, as it is a violation of law.\*\***

FAO-0010 Assignment of Contract Administration Office and Functions

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

**FAO-0011 Schedule of Values**

The Contractor shall prepare a Schedule of Values (SOV) for the project and submit to the Contracting Officer for approval prior to submitting the first application for payment. The SOV shall be correlated with the construction schedule. The SOV shall be formatted per the Construction Specification Institute Master Format structure. The Contractor may propose an alternate organizational format to the Contracting Officer for approval.

- A) The Schedule of Values shall include:
1. Project name, location, and contract number;
  2. Contractor's name and address;
  3. Date of submittal.
- B) The SOV shall be arranged in a tabular form with separate columns to indicate the following for each item listed:
1. Description of Work or Material;
  2. Related specification section, if applicable;
  3. Name of subcontractor, if applicable;
  4. Name of manufacturer or fabricator, if applicable;
  5. Name of supplier, if applicable;
  6. Change orders (modifications) that have affected value, if Applicable;
  7. Dollar value;
  8. Percentage of Contract sum rounded to the nearest percent, adjusted to total 100 percent.
- C) The SOV breakdown shall breakdown the contract sum in sufficient detail to facilitate continued evaluation of applications for payment and progress reports. The contractor should break principal subcontract amounts down into several line items.
- D) SOV amounts shall be rounded to the nearest whole dollar. The total of all SOV amounts shall equal the total contract amount.
- E) The contractor shall progress the percentage of completion, with the concurrence of the Contracting Officer's Representative, for each value on a monthly basis in conjunction with the preparation of each monthly application for payment. The progressed value percentages shall directly correlate to the calculated total amount due for each monthly progress payment.
- F) The SOV shall remain fixed for the duration of contract performance. Any revisions to the SOV must be requested in writing, with justification, for approval by the Contracting Officer.

**FAO-0012 Progress Meetings**

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

(a) At a minimum, the attendees shall include but is not limited to:

(1) FBOP: Administrative Contracting Officer, Contracting Officer's Representative (COR), Facility Administrator/Manager, Architect/Engineer (if applicable), Other Personnel (Executive Staff, Captain, Safety Manager, etc.).

(2) Contractor: Project Manager, Superintendent, and technical support disciplines as appropriate (Subcontractors, Manufacturers, Suppliers, etc.).

(b) The meeting should include, but is not limited to issues such as:

Administrative Contracting Officer:

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

COR:



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

Contractor:

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

**FAO-0013 Contract Closeout Procedures (for construction contracts exceeding \$150,000)**

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Contract Closeout must be completed within six (6) months of physical completion of the work.

Prior to payment of final invoice the contractor shall submit the following documents:

- (1) Contractor's Affidavit of Release of Liens (AIA Document G706A);
- (2) Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706);
- (3) All as-built drawings/shop drawings, if applicable;
- (4) Contractor's final invoice;
- (5) Release of Claims (GSA Form 1142);
- (6) Consent of Surety to Final Payment (AIA Document G707);
- (7) Letter establishing warranty dates;
- (8) Complete list of subcontractors with telephone numbers and points of contact;
- (9) Guarantees and warranties;
- (10) All balance and test reports;
- (11) All operation/maintenance manuals;
- (12) All permits and certifications.

AIA forms can be obtained from The American Institute of Architects at [www.aia bookstore.com](http://www.aia bookstore.com). GSA forms can be obtained from the General Services Administration at [www.gsa.gov](http://www.gsa.gov) (click on the "Forms Library" link).

**Section 4 - Contract Clauses**

## Clauses by Reference

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

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

<b>Clause</b>	<b>Title</b>
52.202-1	Definitions (Nov 2013)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (May 2014)
52.203-6	Restrictions On Subcontractor Sales To The Government (Sept 2006)
52.203-7	Anti-Kickback Procedures (May 2014)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity (May 2014)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Apr 2014)
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-2 Alt II	Security Requirements (Aug 1996) - Alternate II (Apr 1984)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016)
52.204-13	System for Award Management Maintenance (Oct 2016)
52.204-18	Commercial and Government Entity Code Maintenance (Jul 2016)
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)
52.204-23	52.204-23-Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018)
52.209-6	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
52.219-6	Notice of Total Small Business Set-Aside (Nov 2011)
52.219-8	Utilization of Small Business Concerns (Nov 2016)
52.219-14	Limitations on Subcontracting (Jan 2017)
52.219-28	Post Award Small Business Program Rerepresentation (Jul 2013)
52.222-1	Notice to the Government of Labor Disputes (Feb 1997)
52.222-3	Convict Labor (June 2003)
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (May 2018)
52.222-6	Construction Wage Rate Requirements (Aug 2018)
52.222-7	Withholding of Funds (May 2014)

52.222-8	Payrolls and Basic Records (Aug 2018)
52.222-9	Apprentices and Trainees (July 2005)
52.222-10	Compliance with Copeland Act Requirements (Feb 1988)
52.222-11	Subcontracts (Labor Standards) (May 2014)
52.222-12	Contract Termination - Debarment (May 2014)
52.222-13	Compliance with Construction Wage Requirements and Related Regulations (May 2014)
52.222-14	Disputes Concerning Labor Standards (Feb 1988)
52.222-15	Certification of Eligibility (May 2014)
52.222-21	Prohibition of Segregated Facilities (Apr 2015)
52.222-26	Equal Opportunity (Sep 2016)
52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015)
52.222-37	Employment Reports on Veterans (Feb 2016)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-50	Combating Trafficking in Persons (Mar 2015)
52.222-55	Minimum Wages Under Executive Order 13658 (Dec 2015)
52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2017)
52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
52.223-6	Drug Free Workplace (May 2001)
52.223-15	Energy Efficiency in Energy-Consuming Products (Dec 2007)
52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (Aug 2018)
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving (Aug 2011)
52.223-21	Foams (Jun 2016)
52.227-1	Authorization and Consent (Dec 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
52.227-4	Patent Indemnity - Construction Contracts (Dec 2007)
52.228-2	Additional Bond Security (Oct 1997)
52.228-5	Insurance - Work on a Government Installation (Jan 1997)
52.228-11	Pledges of Assets (Aug 2018)
52.228-12	Prospective Subcontractor Requests for Bonds (May 2014)
52.228-14	Irrevocable Letter of Credit (Nov 2014)
52.228-15	Performance and Payment Bonds - Construction (Oct 2010)
52.229-3	Federal, State and Local Taxes (Feb 2013)

52.232-5	Payments Under Fixed-Price Construction Contracts (May 2014)
52.232-17	Interest (May 2014)
52.232-23	Assignment Of Claims (May 2014)
52.232-27	Prompt Payment for Construction Contracts (Jan 2017)
52.232-33	Payment by Electronic Funds Transfer - System for Award Management (Jul 2013)
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (Dec 2013)
52.233-1 Alt I	Disputes (May 2014) - Alternate I (Dec 1991)
52.233-3	Protest after Award (Aug 1996)
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)
52.236-2	Differing Site Conditions (Apr 1984)
52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)
52.236-5	Material and Workmanship (Apr 1984)
52.236-6	Superintendence by the Contractor (Apr 1984)
52.236-7	Permits and Responsibilities (Nov 1991)
52.236-8	Other Contracts (Apr 1984)
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)
52.236-10	Operations and Storage Areas (Apr 1984)
52.236-11	Use and Possession Prior to Completion (Apr 1984)
52.236-12	Cleaning Up (Apr 1984)
52.236-13 Alt I	Accident Prevention Alternate I (Nov 1991)
52.236-14	Availability and Use of Utility Services (Apr 1984) <b>(See SOW Section 6. Storage &amp; Utilities page 3)</b>
52.236-15	Schedules for Construction Contracts (Apr 1984)
52.236-17	Layout of Work (Apr 1984)
52.236-21 Alt II	Specifications and Drawings for Construction (Feb 1997) - Alternate II (Apr 1984) <b>[Insert "1" for clause fill-in.]</b>
52.236-26	Preconstruction Conference (Feb 1995)
52.242-13	Bankruptcy (July 1995)
52.242-14	Suspension of Work (Apr 1984)
52.243-4	Changes (June 2007)
52.244-6	Subcontracts for Commercial Items (Aug 2018)
52.246-12	Inspection of Construction (Aug 1996)
52.246-21	Warranty of Construction (Mar 1994)
52.248-3	Value Engineering - Construction (Oct 2015)

52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (Apr 2012) - Alternate I (Sept 1996)
52.249-10	Default (Fixed-Price Construction) (Apr 1984)
52.253-1	Computer Generated Forms (Jan 1991)

## Clauses By Full Text

### 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(a) Definitions. As used in this clause—

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public websites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“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).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
- (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
- (iii) Verify and control/limit connections to and use of external information systems.
- (iv) Control information posted or processed on publicly accessible information systems.
- (v) Identify information system users, processes acting on behalf of users, or devices.
- (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
- (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
- (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
- (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- (xii) Identify, report, and correct information and information system flaws in a timely manner.
- (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
- (xiv) Update malicious code protection mechanisms when new releases are available.
- (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

### 52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within ten (10) calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **90 calendar days** after receipt of the notice to proceed.\* The time stated for completion shall include final cleanup of the premises.

(End of clause)

**52.211-12 LIQUIDATED DAMAGES—CONSTRUCTION (Sept 2000)**

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$897.36** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

**52.215-21 Alt IV Requirements for Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications (Oct 2010) - Alternate IV (Oct 2010)**

(a) Submission of certified cost or pricing data is not required.

(b) Provide data described below:

**Modification proposal breakdown formatted as a listing of individual costs for labor, materials, equipment, overhead, profit, bond increase, and any additional information requested by the Contracting Officer.**

(End of clause)

**52.222-35 EQUAL OPPORTUNITY FOR VETERANS (Oct 2015)**

(a) Definitions. As used in this clause-

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (Jul 2014)**

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

**52.225-9 BUY AMERICAN - CONSTRUCTION MATERIALS (May 2014)**

“Commercially available off-the-shelf (COTS) item” —

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

(i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. “Component” means an article, material, or supply incorporated directly into a construction material. “Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

(3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free

entry certificate is issued); or

(4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

(1) An unmanufactured construction material mined or produced in the United States;

(2) A construction material manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or

(ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material. “United States” means the 50 States, the District of Columbia, and outlying areas. (b) Domestic preference.

(1) This clause implements 41 U.S.C. chapter 83, Buy American, by providing a preference for domestic construction material. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR 12.505(a)(2)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: **NONE.**

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

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

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

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

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

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

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

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

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

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

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

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

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably

foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

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

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

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

#### FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Materials Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

(List name, address, telephone number and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.) (Include other applicable supporting information.)

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

(End of clause)

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (Apr 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Justice Acquisition Regulation (48 CFR Chapter 28) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### **BOP 2852.201-71 CONTRACTING OFFICER REPRESENTATIVE (COR) (JUN 2012)**

(a) **Mr. Bose George, Engineering Technician**, is hereby designated as the Contracting Officer's Representative (COR) under this contract. He can be contacted at **203-743-6471 ext.5233** upon contract award.

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

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

(End of clause)

#### **BOP 52.24-403-70 NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (OCT 2005)**

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

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

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



a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form I-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);

b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;

c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:

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

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

1) Favorable review of the security questionnaire form;

2) Favorable fingerprint results;

3) Favorable credit report, if required;<sup>3</sup>

4) Waiver request memorandum, including both the Office of Personnel Management schedule date and position sensitivity/risk level; and

5) Favorable review of the National Agency Check (NAC)<sup>4</sup> portion of the applicable BI that is determined by position sensitivity/ risk level.

A badge may be issued following approval of the above waiver requirements. If the NAC is not received within five days of OPM's scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results). e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

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

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

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

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

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

## 3. **Intermittent Contractors:**

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

a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.

b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.

c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contract or, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.

d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.

e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year. An individual

transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements. The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

**Notes:**

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

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

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

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

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

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

[End of Clause]

**BOP 52.218-000 - Continuing Contract Performance During a Pandemic Influenza or other National Emergency (MAY 2008)**

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

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

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

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
  - Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
  - Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
  - Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
  - Establish communication processes to notify employees of activation of this plan.
  - Integrate pandemic health crisis response expectations into telework agreements.
  - With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period).
- Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
  - Practice telework regularly to ensure effectiveness.
  - Make it clear that in emergency situations, employees must performance all duties assigned by management, even if they are outside usual or customary duties.
  - Identify how time and attendance will be maintained. It is the contractor's responsibility to advise the Government Contracting Officer if they anticipate not being able to perform and to work with the Bureau of Prisons (BOP) to fill gaps as necessary. This means direct communication with the Contracting Officer or in his/her absence, the Contracting Officer's Representative (COR), via telephone or e-mail messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the BOP in estimating the adverse impacts of nonperformance and to work diligently with the BOP to develop a strategy for maintaining continuity

of operations.

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

(End of Clause)

#### **JAR 2852.223-70 UNSAFE CONDITIONS DUE TO THE PRESENCE OF HAZARDOUS MATERIAL (June 1996)**

(a) "Unsafe condition" as used in this clause means the actual or potential exposure of contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.

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

(c) Prior to commencement of work, contractors are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.

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

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

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

(End of Clause)

#### **FAO-0015 CHANGES**

(a) Changes will be in accordance with the Changes clause 52.243-4 or Changes and Changed Conditions clause 52.243-5 whichever applies to this contract.

(b) When changes are made in the work that requires an equitable adjustment to the contract, the Contractor shall submit to the Contracting Officer, through the Contracting Officer's Representative (COR), a written proposal for adjustment of the amount of increase or decrease. With the proposal, the Contractor shall submit an itemized breakdown in at least the following detail:

- (1) Material quantities and unit cost
- (2) Labor costs by material item
- (3) Construction equipment cost
- (4) Workmen's compensation and public liability insurance
- (5) Overhead
- (6) Profit or commission
- (7) Employment taxes (FICA and FUTA)

(c) The maximum allowable overhead, profit and commission percentages are contained below. The percentages for overhead, profit and commission shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following:

(1) To the Contractor, on work performed by other than his own forces. The commission is 10% in the first \$20,000, 7 1/2% on the next \$30,000, 5% on the balance over \$50,000.

(2) To the Contractor, and/or the Subcontractors for that portion of the work performed with their respective forces. The commission is 10% overhead and 10% profit on the first \$20,000, 7 1/2% overhead and 7 1/2% profit on the next \$30,000, and 5% overhead and 5% profit on the balance over \$50,000.

Not more than three (3) percentages, not to exceed the maximum percentage amounts shown above, will be allowed regardless of the number of Subcontractors (i.e., the mark up on work subcontracted by the Subcontractor will be limited to the overhead percentage and one profit percentage in addition to the prime Contractor's commission percentage). On proposals covering both increases and decreases in the amount of the contract, overhead, profit and commission will be allowed on the net increase only.

(d) When certified cost or pricing data are required under FAR 15.403-4 for proposals over \$700,000, the cost or pricing data shall be submitted in accordance with FAR 15.408, Table 15-2. No itemized breakdown will be required for proposals amounting to less than \$1,000.

(e) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the Contracting Officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit a proposal for cost of changes in work within 30 calendar days.

(f) The Contracting Officer will consider issuing a settlement by determination to the contract, if the contractor's proposal required by paragraphs (a) and (b) of this clause is not received within 30 calendar days, or if agreement has not been reached.

(g) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the contractor if he/she had performed the deleted work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.

(h) Overhead and contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made therefor. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.

(i) The Contractor shall submit with his proposal a request for time extension, if applicable.

(j) The COR shall review the proposal and check estimates in detail, utilizing unit prices where specified or agreed upon. If they are in agreement, the COR shall forward the proposal to the Contracting Officer. The Contracting Officer will forward copies to the Architect-Engineer (if applicable) and the Regional Project Manager for their review and recommendations. After their review, the Architect-Engineer and Project Manager will forward their comments to the Contracting Officer.

(k) If the Contracting Officer determines that an equitable adjustment is to be made, the contract shall be modified in writing utilizing the prescribed Standard Form 30 (Amendment of Solicitation/Modification of Contract)(SF-30). After the SF-30 has been signed by the Contractor and executed by the Contracting Officer, distribution shall be made as follows:

(1) Original: Contract file

(2) Copy to: Contractor

Regional Project Manager

Contracting Officer's Representative (COR)

Architect-Engineer Firm (if applicable)

Accounting Supervisor

Contracting Officer

(End of Clause)

#### **FAO-0016 EQUITABLE ADJUSTMENTS: WAIVER AND RELEASE OF CLAIMS**

(a) When the Contractor, after receipt of notification of a change made pursuant to the clause of this contract entitled "Changes" or after affirmation of constructive change thereunder, submits any claim for equitable adjustment under this clause, such claim shall include all types of adjustments in the total amounts to which that clause entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (i) any adjustments to which it otherwise might be entitled under the aforesaid clause where such claim fails to request such adjustment, and (ii) any increase in the amount of equitable adjustments additional to those requested in its claim.

(b) Further, the Contractor agrees that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid adjustment, and that such release shall discharge the Government, its officers, agents, and employees, from any further claims, including but not limited, to further claims arising out of delays or disruptions or both caused by the aforesaid change.

(End of Clause)

#### **DJAR-PGD-15-02-Attachment 2A - Corporate Representation Regarding Felony Conviction Under Any Federal Law or Unpaid Delinquent Tax Liability – Award (DEVIATION 2015-02) (March 2015)**

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

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

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

collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

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

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

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

**(End of Clause)**

**Section 5 - Attachments**

Identifier	Title	Number of Pages
1	Statement of Work(SOW) / Specifications	4
2	Davis-Bacon Wage Rate - Dated 07/06/2018 – CT180020	9
3	SF-24 Bid Bond (Blank)	2
4	Authorization for Release of Information - NCIC Form (Blank)	2

**Section 6 – SOLICITATION PROVISIONS**

## Provisions by Reference

<b>52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)</b>	
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <a href="http://www.acquisition.gov/far">www.acquisition.gov/far</a>	
Clause	Title
52.204-7	System for Award Management (Oct 2016)
52.204-16	Commercial and Government Entity Code Reporting (Jul 2016)
52.204-22	Alternative Line Item Proposal (Jan 2017)
52.214-18	Preparation of Bids - Construction (Apr 1984)
52.214-19	Contract Award - Sealed Bidding - Construction (Aug 1996)
52.214-3	Amendments to Invitations for Bids (Dec 2016)
52.214-34	Submission of Offers in the English Language (Apr 1991)
52.214-35	Submission of Offers in U.S. Currency (Apr 1991)
52.214-4	False Statements in Bids (Apr 1984)
52.214-5	Submission of Bids (Dec 2016)
52.214-6	Explanation to Prospective Bidders (Apr 1984)
52.214-7	Late Submissions, Modifications, and Withdrawals of Bids (Nov 1999)
52.228-1	Bid Guarantee (Sep 1996) <b>[Paragraph (c): 20 percent or \$3 million, whichever is less.]</b>

**If you have questions about the System for Award Management (SAM), Government procurements in general, or need assistance in the preparation of your bid/proposal, a local Procurement Technical Assistance Center (PTAC) may be able to help. The Procurement Technical Assistance Program was authorized by Congress in 1985 in an effort to expand the number of businesses capable of participating in the Government marketplace. To locate a PTAC near you, go to <http://www.ptac-us.org>.**

## PROVISIONS BY FULL TEXT

**52.216-1 TYPE OF CONTRACT (Apr 1984)**

The Government contemplates award of a firm-fixed price type contract resulting from this solicitation.  
(End of provision)

**52.222-5 CONSTRUCTION WAGE RATE REQUIREMENTS-- SECONDARY SITE OF THE WORK (May 2014)**

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Davis-Bacon Act, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

**52.222-23 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)**

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade****10.2%****Goals for Female Participation for Each Trade****6.9%**

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the

geo- graphical area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the-

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is **The State of Connecticut, Fairfield County, The City of Danbury.**

(End of provision)

#### **52.225-10 NOTICE OF BUY AMERICAN REQUIREMENT--CONSTRUCTION MATERIALS (May 2014)**

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

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

(c) Evaluation of offers.

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

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

(d) Alternate offers.

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

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

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

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

(ii) May be accepted if revised during negotiations. (End of provision)

(End of provision)

#### **52.233-2 SERVICE OF PROTEST (Sept 2006)**

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

**Procurement Executive, Federal Bureau of Prisons, 320 First Street, NW, Room 5005, Washington D.C., 20534.**

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

(End of provision)



**52.236-27 Alt 1 SITE VISIT (CONSTRUCTION) (FEB 1995) - ALTERNATE I (Feb 1995)**

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

(b) An organized site visit has been scheduled for: **Wednesday, September 12, 2018 at 9:00 a.m.**

(c) Participants will meet at **Federal Bureau of Prisons**  
**FCI Danbury**  
**33 1/2 Pembroke Road Route 37**  
**DANBURY, CT 06811**

Please present yourself in the Front Lobby no later than 8:45 a.m. to begin processing with the Front Lobby Officer. This will ensure the meeting is started on time.

All prospective bidders who plan to attend this site visit, though attendance is not mandatory, are required to complete the "Authorization for Release of Information" form (in Section 5 - attachments) and email it to [b3george@bop.gov](mailto:b3george@bop.gov). Ensure you have a coversheet with your firm's information, and address the coversheet to Mr. Bose George. If you need to contact Mr. George regarding your clearance, his phone number is (203)743 6471, ext. 5233. Do not call Mr. George for any other purpose regarding this solicitation. All forms shall be filled out legibly in dark ink or typewritten, and must be submitted **no later than Monday, September 10, 2018 at 12:00 noon**. This will allow the Bureau of Prisons ample time to conduct a limited background security clearance for all persons who will be attending this conference. If you do not submit this form before **no later than Monday, September 10, 2018**, you will **not be granted access** to the pre-bid meeting or site.

**This will be the only site visit that will be held. Please do not request an additional date, as it will not be granted.**

(End of provision)

**52.27-103-71 FAITH-BASED AND COMMUNITY-BASED ORGANIZATIONS (AUG 2005)**

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

[End of Provision]

**2852.233-70 PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE (Jan 1998)**

(a) The following definitions apply in this provision:

- (1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
  - (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
  - (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (b) A protest filed directly with the Department of Justice must:
- (1) Indicate that it is a protest to the agency.
  - (2) Be filed with the Contracting Officer.
  - (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protest- or is silent on this matter, the Contracting Officer will decide the protest.
  - (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
  - (5) Include the information required by FAR 33.103(d)(2):
    - (i) Name, address, facsimile number and telephone number of the protestor.
    - (ii) Solicitation or contract number.
    - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
    - (iv) Copies of relevant documents.
    - (v) Request for a ruling by the agency.
    - (vi) Statement as to the form of relief requested.
    - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
    - (viii) All information establishing the timeliness of the protest.

(c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or

(d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.

(e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
- (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protester for any legal fees related to the agency protest.
- (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
- (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.
- (End of provision)

## Section 7 – Representations and Certifications

### FAR 52.204-8 Annual Representations and Certifications (Jan 2018)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 562910.

(2) The small business size standard is \$20.5 million.

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

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

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

**\*DO NOT MARK EITHER (i) or (ii) DIRECTLY BELOW SINCE PARAGRAPH (d) AUTOMATICALLY APPLIES\***

(i) Paragraph (d) applies.

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

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

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$80,317, the provision with its Alternate II applies.

(D) If the acquisition value is \$80,317 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause #	Title	Date	Change

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

(End of provision)

### **52.209-13 Violation of Arms Control Treaties or Agreements-Certification. (June 2018)**

(a) This provision does not apply to acquisitions below the simplified acquisition threshold or to acquisitions of commercial items as defined at FAR 2.101.

(b) Certification. [Offeror shall check either (1) or (2).]

(1) The Offeror certifies that—

(i) It does not engage and has not engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/t/avc/rls/rpt/>; and

(ii) No entity owned or controlled by the Offeror has engaged in any activity that contributed to or was a significant factor in the President's or Secretary of State's determination that a foreign country is in violation of its obligations undertaken in any arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. The determinations are described in the most recent unclassified annual report provided to Congress pursuant to section 403 of the Arms Control and Disarmament Act (22 U.S.C. 2593a). The report is available via the Internet at <https://www.state.gov/t/avc/rls/rpt/>; or

\_\_ (2) The Offeror is providing separate information with its offer in accordance with paragraph (d)(2) of this provision.

(c) Procedures for reviewing the annual unclassified report (see paragraph (b)(1) of this provision). For clarity, references to the report in this sub-section refer to the entirety of the annual unclassified report, including any separate reports that are incorporated by reference into the annual unclassified report.

(1) Check the table of contents of the annual unclassified report and the country section headings of the reports incorporated by reference to identify the foreign countries listed there. Determine whether the Offeror or any person owned or controlled by the Offeror may have engaged in any activity related to one or more of such foreign countries.

(2) If there may have been such activity, review all findings in the report associated with those foreign countries to determine whether or not each such foreign country was determined to be in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or to be not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. For clarity, in the annual report an explicit certification of non-compliance is equivalent to a determination of violation. However, the following statements in the annual report are not equivalent to a determination of violation:

(i) An inability to certify compliance.

(ii) An inability to conclude compliance.

(iii) A statement about compliance concerns.

(3) If so, determine whether the Offeror or any person owned or controlled by the Offeror has engaged in any activity that contributed to or is a significant factor in the determination in the report that one or more of these foreign countries is in violation of its obligations undertaken in an arms control, nonproliferation, or disarmament agreement to which the United States is a party, or is not adhering to its arms control, nonproliferation, or disarmament commitments in which the United States is a participating state. Review the narrative for any such findings reflecting a determination of violation or non-adherence related to those foreign countries in the report, including the finding itself, and to the extent necessary, the conduct giving rise to the compliance or adherence concerns, the analysis of compliance or adherence concerns, and efforts to resolve compliance or adherence concerns.

(4) The Offeror may submit any questions with regard to this report by email to NDAA1290Cert@state.gov. To the extent feasible, the Department of State will respond to such email inquiries within 3 business days.

(d) Do not submit an offer unless—

(1) A certification is provided in paragraph (b)(1) of this provision and submitted with the offer; or

(2) In accordance with paragraph (b)(2) of this provision, the Offeror provides with its offer information that the President of the United States has—

(i) Waived application under U.S.C. 2593e(d) or (e); or

(ii) Determined under 22 U.S.C. 2593e(g)(2) that the entity has ceased all activities for which measures were imposed under 22 U.S.C.2593e(b).

(e) Remedies. The certification in paragraph (b)(1) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly submitted a false certification, in addition to other remedies available to the Government, such as suspension or debarment, the Contracting Officer may terminate any contract resulting from the false certification.

(End of provision)

#### **FAO-0020 List of References and Bank Information**

Bidders/Offerors are required by the Contracting Officer to submit past performance information with their solicitation. All information is required to be submitted **directly from the contractor reference to mguidry@bop.gov**. The “Instructions to Bidders” included with this solicitation has an attached Past Performance Questionnaire and Banking Reference Questionnaire that are required. **Provide at least 5 references and one bank reference.** Both Questionnaires should be submitted prior to the bid closing date to the email address stated above.

**You must have current work or completed work with the firms you forward the questionnaires to in the last 24 months.** The companies/Government agencies you forward the reference documents to mguidry@bop.gov prior to closure of the solicitation bid opening.

(End of Provision)