SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 AND 30.

1. REQUISITION NUMBER

PAGE 1 OF 104

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 15JA0526Q00000091

6. SOLICITATION ISSUE DATE: 06/10/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME

b. TELEPHONE NUMBER (*No collect calls*)

8. OFFER DUE DATE / LOCAL TIME: 06/25/2026 19:30 CT

9. ISSUED BY — CODE 15JA05
Executive Office for United States Attorney
175 N Street NE
6th Floor
Washington, DC 20530-0021

10. THE ACQUISITION IS
- [X] SMALL BUSINESS
- [ ] HUBZONE SMALL BUSINESS
- [ ] SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)
- [ ] UNRESTRICTED OR
- [ ] WOMEN-OWNED SMALL BUSINESS (WOSB)
- [ ] ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)
- [ ] 8(A)
- [X] SET ASIDE: 100.00 % FOR

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561492

SIZE STANDARD: $16,000,000

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

- [ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)

13b. RATING

14. METHOD OF SOLICITATION
- [X] REQUEST FOR QUOTE (RFQ)
- [ ] INVITATION FOR BID (IFB)
- [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE UKYE
U.S. Attorneys Office Eastern District of Kentucky
260 West Vine Street
Suite 300
Lexington, KY 40507-1671

16. ADMINISTERED BY — CODE

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE

TELEPHONE NUMBER

- [ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE 15JA32
U.S. Attorneys Office Eastern District of Kentucky
260 West Vine Street
Suite 300
Lexington, KY 40507-1671

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED
- [ ] SEE ADDENDUM

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Grand Jury and Deposition Court Reporting Services for the United States Attorney's Office (USAO), Eastern District of Kentucky. Performance Period: Base Year July 15, 2026 through July 14, 2027 with (4) option years. Time and Materials See Continuation Sheet(s) (*Use Reverse and/or Attach Additional Sheets as Necessary*)				

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (*For Government Use Only*)

- [X] 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [X] ARE [ ] ARE NOT ATTACHED
- [ ] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

- [X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.
- [ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (*SIGNATURE OF CONTRACTING OFFICER*)

30b. NAME AND TITLE OF SIGNER (*Type or print*)

30c. DATE SIGNED

31b. NAME OF THE CONTRACTING OFFICER (*Type or print*): Charmella C Ware

31c. DATE SIGNED

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
PARTIAL FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY *(Print)*	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT *(Location)*	
		42c. DATE REC'D *(YY/MM/DD)*	42d. TOTAL CONTAINERS

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Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0001	10 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027 **Delivery Schedule:** Quantity: 1,500.000000 FOB: Destination Place of Performance Address: U.S. Attorneys Office Eastern District of Kentucky 260 West Vine Street Suite 300 Lexington, KY 40507-1671	1,500	PA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0002	5 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	500	PA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0003	3 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	250	PA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0004	2 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	250	PA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0005	Next Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	500	PA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0006	Same Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0007	Condensed Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	100	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0008	Key Word Indexing Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	100	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0009	Additional Copies Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	100	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0010	Exhibit Copies Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	100	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0011	DVD/CD-R/Thumb Drive Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	10	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0012	Audio Cassette Tape Grand Jury	0	EA	$_____	$_____	$_____	$_____

	PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0013	Videographer Attendance Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	1	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0014	Attendance Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	400	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0015	Cancellation Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	5	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0016	10 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	3,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0017	5 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0018	3 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT

0019	2 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0020	Next Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0021	Same Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0022	Condensed Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	250	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0023	Key Word Indexing Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	250	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0024	Additional Copies Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	250	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0025	Exhibit Copies Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	1,000	PA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0026	DVD/CD-R/Thumb Drive Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	20	EA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0027	Audio Cassette Tape PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	0	EA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0028	Videographer Attendance Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	100	HR	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0029	Attendance Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	100	HR	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0030	Cancellation Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	10	EA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0031	Travel Expenses In accordance with the Federal Travel Regulations PSC: R606 **Line Period of Performance:** 07/15/2026 - 07/14/2027	0	LT	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1001	10 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	1,500	PA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1002	5 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1003	3 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	250	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1004	2 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	250	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1005	Next Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1006	Same Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1007	Condensed Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	100	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1008	Key Word Indexing Grand Jury	100	PA	$_____	$_____	$_____	$_____

	PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1009	Additional Copies Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	100	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1010	Exhibit Copies Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	100	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1011	DVD/CD-R/Thumb Drive Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	10	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1012	Audio Cassette Tape Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	0	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1013	Videographer Attendance Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	1	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1014	Attendance Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	400	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT

1015	Cancellation Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	5	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1016	10 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	3,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1017	5 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1018	3 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1019	2 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1020	Next Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1021	Same Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	1,000	PA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1022	Condensed Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	250	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1023	Key Word Indexing Deposition PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	250	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1024	Additional Copies Deposition PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	250	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1025	Exhibit Copies Deposition PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1026	DVD/CD-R/Thumb Drive Deposition PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	20	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1027	Audio Cassette Tape PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	0	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1028	Videographer Attendance Fee Deposition PSC: R606	100	HR	$_____	$_____	$_____	$_____

	Line Period of Performance: 07/15/2027 - 07/14/2028						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1029	Attendance Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	100	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1030	Cancellation Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	10	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1031	Travel Expenses In accordance with the Federal Travel Regulations PSC: R606 **Line Period of Performance:** 07/15/2027 - 07/14/2028	0	LT	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2001	10 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	1,500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2002	5 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2003	3 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	250	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2004	2 Day Transcript Grand Jury	250	PA	$_____	$_____	$_____	$_____

	PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2005	Next Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2006	Same Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2007	Condensed Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	100	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2008	Key Word Indexing Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	100	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2009	Additional Copies Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	100	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2010	Exhibit Copies Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	100	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT

2011	DVD/CD-R/Thumb Drive Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	10	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2012	Audio Cassette Tape Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	0	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2013	Videographer Attendance Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	1	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2014	Attendance Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	400	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2015	Cancellation Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	5	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2016	10 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	3,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2017	5 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	1,000	PA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2018	3 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	500	PA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2019	2 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	500	PA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2020	Next Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	1,000	PA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2021	Same Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	1,000	PA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2022	Condensed Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	250	EA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2023	Key Word Indexing Deposition PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	250	EA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2024	Additional Copies Deposition	250	HR	$_____	$_____	$_____	$_____

	PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2025	Exhibit Copies Deposition PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2026	DVD/CD-R/Thumb Drive Deposition PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	20	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2027	Audio Cassette Tape PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	0	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2028	Videographer Attendance Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	100	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2029	Attendance Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	100	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2030	Cancellation Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029	10	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2031	Travel Expenses In accordance with the Federal Travel Regulations	0	LT	$_____	$_____	$_____	$_____

	PSC: R606 **Line Period of Performance:** 07/15/2028 - 07/14/2029						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3001	10 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	1,500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3002	5 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3003	3 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	250	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3004	2 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	250	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3005	Next Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3006	Same Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT

3007	Condensed Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	100	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3008	Key Word Indexing Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	100	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3009	Additional Copies Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	100	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3010	Exhibit Copies Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	100	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3011	DVD/CD-R/Thumb Drive Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	10	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3012	Audio Cassette Tape Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	0	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3013	Videographer Attendance Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	1	HR	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3014	Attendance Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	400	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3015	Cancellation Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	5	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3016	10 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	3,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3017	5 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3018	3 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3019	2 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3020	Next Day Transcript Deposition	1,000	PA	$_____	$_____	$_____	$_____

	PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3021	Same Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3022	Condensed Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	250	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3023	Key Word Indexing Deposition PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	250	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3024	Additional Copies Deposition PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	250	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3025	Exhibit Copies Deposition PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3026	DVD/CD-R/Thumb Drive Deposition PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	20	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT

3027	Audio Cassette Tape PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	0	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3028	Videographer Attendance Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	100	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3029	Attendance Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	100	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3030	Cancellation Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	10	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3031	Travel Expenses In accordance with the Federal Travel Regulations PSC: R606 **Line Period of Performance:** 07/15/2029 - 07/14/2030	0	LT	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4001	10 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	1,500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4002	5 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT

4003	3 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	250	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4004	2 Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	250	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4005	Next Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4006	Same Day Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4007	Condensed Transcript Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	100	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4008	Key Word Indexing Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	100	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4009	Additional Copies Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	100	EA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4010	Exhibit Copies Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	100	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4011	DVD/CD-R/Thumb Drive Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	10	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4012	Audio Cassette Tape Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	0	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4013	Videographer Attendance Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	1	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4014	Attendance Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	400	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4015	Cancellation Fee Grand Jury PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	5	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4016	10 Day Transcript Deposition	3,000	PA	$_____	$_____	$_____	$_____

	PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4017	5 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4018	3 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4019	2 Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	500	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4020	Next Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4021	Same Day Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4022	Condensed Transcript Deposition PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	250	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT

4023	Key Word Indexing Deposition PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	250	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4024	Additional Copies Deposition PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	250	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4025	Exhibit Copies Deposition PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	1,000	PA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4026	DVD/CD-R/Thumb Drive Deposition PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	20	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4027	Audio Cassette Tape PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	0	EA	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4028	Videographer Attendance Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	100	HR	$_____	$_____	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4029	Attendance Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	100	HR	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4030	Cancellation Fee Deposition PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	10	EA	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4031	Travel Expenses In accordance with the Federal Travel Regulations PSC: R606 **Line Period of Performance:** 07/15/2030 - 07/14/2031	0	LT	$_____	$_____	$_____	$_____

Section B Supplies or Services and Prices/Costs

B.1 General

(a) The contractor shall provide Grand Jury and Deposition Court Reporting Services for the United States Attorney's Office (USAO) for the Eastern District of Kentucy.

(b) The period of performance for this contract will include a base year and four one-year options as follows:

Base Year: 07/15/2026 – 07/14/2027
Option Year I: 07/15/2027 – 07/14/2028
Option Year II: 07/15/2028 – 07/14/2029
Option Year III: 07/15/2029 – 07/14/2030
Option Year IV: 07/15/2030 – 07/14/2031

Contract may be extended an additional six months pursuant to FAR 52.217-8, Option to Extend Services. In the event the contract is extended pursuant to FAR clause 52.217-8, Option to Extend Services, the prices for the most recent period shall apply.

(c) The contract will be an Indefinite Delivery Indefinite Quantity (IDIQ) contract. Contract type will be Time and Material (T&M).

(d) The Government will not provide Government Furnished Property to the contractor.

(e) The Department of Labor wage rates are applicable. See attached, applicable Wage Determination # 2015-4683 Revision 32 last revised May 13, 2026 , 2015-4719 Revision 32 revised May 13, 2026 and 2015-4695 Revision 35 revised May 13, 2026.

(f) The Government requires the following for this effort:

Minimum number of required court reporters (per location) two (**2**) / Maximum of four (**4**) the District will clear through security. Minimum number of videographer (per location) one (**1**) / Maximum of (**2**) the District will clear through security.

(g) All Contractor personnel who will have access to Grand Jury material will need to be cleared.

B.2 Minimum Guaranteed Amount

(a) The USAO will order a minimum guaranteed amount of $5,000.00 during the life of this contract. The minimum amount is NOT re-established with each ordering period.

(b) The minimum order limit is $5,000.00 and the maximum order limit is $100,000.00.

(c) Each order ceiling is established in the individual task order and in accordance with FAR 52.212-4 Alt I (i), the Contractor shall provide requisite notification in the event expenditures are expected to exceed 85% of current funding ceiling.

B.3 Pricing

(a) All unit prices are fixed unit prices that include ALL costs (including, but not limited to: labor (including supervision), material, equipment, facilities, fringe benefits, overhead, delivery fees, travel, G&A, and profit) necessary to provide the Grand Jury and Deposition Court Reporting services required in the solicitation.

(b) For planning purposes only, the following general information is provided:

1. Historically, the average number of Grand Jury proceedings per year for the USAO has been **48**.
2. Historically, the average maximum number of simultaneous proceedings in any one day for the USAO, has been **0**.
3. Historically, the average number of depositions per year has been **200**.
4. Under normal circumstances, travel reimbursement will not be paid. The offerors will be expected to incorporate their anticipated cost of travel into their price proposal. Travel shall be paid if normal site location has to be moved to alternate locations outside of a 50 mile raius of original location. The district shall follow all Government Travel Regulations.
5. Under normal circumstances, **Grand Jury** at Lexington is the First Thursday and Friday of the month as well as the Third Thursday and Friday of the month. Covington is the second Thursday of the month. London is the Fourth Thursday of the month. **Each session generally lasts about 6-8 hours.**
6. There is no regular schedule for **depositions**; however, each session generally lasts about **6 to 8 hours.**
7. Court Reporting shall be done in real time and not prepared from a recording.
(c) In the event the contract is extended through FAR clause 52.217-8 Option to Extend Services, the price proposed for the final ordering period will apply.
(d) When providing pricing in Section 2, Commodity or Services Schedule, of this solicitation do not include asterisks withexceptions or comments - only state the price for the Contract Line Item Number (CLIN) based on the description of work provided. Any additions to the pricing page other than the CLIN price in the space provided will not be considered. If a CLIN is no charge, state N/C (instead of stating zero) in Unit Price Column. NA’s are not acceptable, all CLIN items are required. All CLINs with an estimated quantity must have a unit price or state N/C.

Section C Description/Specifications/Statement of Work

C.1 Work Statement
(a) The Contractor shall provide all labor (including supervision), material, equipment, facilities, and whatever else may be needed to record and transcribe Grand Jury and Deposition testimony, on an "as needed" basis for the USAO specified in Section B in accordance with the terms, conditions, and Statement of Work set forth herein.
(b) The location(s) of the courthouse(s) where Grand Jury proceedings may be required are listed below. In rare instances, services may be required at an alternative location.

- United States District Court, 101 Barr Street, Lexington, KY 40507
- United States District Court, 35th W. Fifth Street, Covington, KY 41011
- United States District Court, 310 South Main Street, London, KY 40741

Depositions will be taking place.
USAO-EDKY-HQ, 260 West Vine Street, Lexington, KY 40507-1671
- USAO-EDKY-Ft. Mitchell Branch, 207 Grandview Drive, Fort Mitchell, KY 41017
- USAO-EDKY-London Branch, 601 Meyers Baker Road, London, KY 40741
- Other locations on a case-by-case basis (not typical)

C.2 Grand Jury Transcripts
(a) Scheduling of Grand Jury: The USAO will notify the Contractor of the requirements for attendance at a Grand Jury no later than one business day before the scheduled session. Each request will set forth the date, place and time of the session. The Contractor shall reply stating they have received the work order by returning the signed work order form or other form of written acceptable as may be agreed upon by the USAO and Contractor and communicate the name of the reporter who will be in attendance. Any change will be communicated by the Contractor to the USAO prior to the session. In the event a Grand Jury session is continued for more than one day, the Contractor will make reasonable efforts to assign the same court reporter for each continued segment of that given Grand Jury session. Should the Contractor not be able to provide the same court reporter, it will notify the USAO authorized Point of Contact before the Grand Jury session that

another court reporter will be providing the court reporting services.
(b) Original Transcripts. Unless otherwise stated, Grand Jury testimony shall be typed in an original and delivered within the turnaround times as set forth below. All Grand Jury transcripts shall contain (at a minimum) a title page stating the witness's name, Grand Jury date, time of the commencement of the proceeding for that particular witness, name, title and address of the attorney appearing for the Government. The title page should also include the Grand Jury number of the case, i.e., 07 GJ 999, and the name of the Federal Grand Jury that the witness is appearing before. Transcripts may be ordered by the USAO within the following timeframes. Billing rates for these turnaround times are set forth in Section B of this contract.

1. A. i. **10 Business Day Transcripts:** Transcripts will be completed and delivered on or before the 10th business day after the Contractor receives a request from the USAO. Transcripts shall be delivered to the USAO of each witness's testimony, only when requested by the USAO. Colloquy will not be transcribed unless requested by the USAO.
   ii. **5 Business Day Transcripts:** Transcripts shall be completed and delivered on or before the 5th business day after the Contractor receives a request from the USAO. This request will sometimes be made the same day as the proceedings.
   iii. **3 Business Day Transcripts:** Transcripts shall be completed and delivered on or before the 3rd business day after the Contractor receives a request from the USAO. This request will sometimes be made the same day as the proceedings.
   iv. **2 Business Day Transcripts:** Transcripts shall be completed and delivered on or before the 2nd business day after the Contractor receives a request from the USAO. This request will sometimes be made the same day as the proceedings.
   v. **Next-Business Day Transcripts:** Transcripts shall be delivered before 9:30am of the following business day after conclusion of each day's proceedings. This may require performance after normal business hours. The Contractor may not be notified in advance of the testimony of this requirement.
   vi. **Same-Business Day Transcripts:** Transcripts shall be delivered by 9:00pm on the same day as the proceedings. The Contractor may not be notified in advance of the testimony of this requirement.
   vii. **Condensed Transcripts:** All condensed transcripts shall include four original transcript pages in reduced format on a single 8 ½ x 11inch page, and shall be delivered in .pdf or .ptx format. All condensed transcripts shall be completed and delivered to the USAO, as ordered, within the same turnaround times as set forth for delivery of an original transcript.
   viii. **Key Word Indexing:** The keyword index gives an alphabetical listing of each word within the transcript and provides a page and line reference, and shall be delivered in .pdf or .ptx format.
   ix. **Additional Copies of Transcripts:** Even though the Government has the right to copy and distribute transcripts acquired under this contract, the Government may order additional copies of any transcript. Additional copies of transcripts shall be provided to the USAO, as ordered, within the same turnaround times as set forth above.
   x. **Other Requirements:**

1. A. i.
   1. **A transcript of all witness testimony shall be produced only when the USAO makes a specific request that a transcript be produced. Some witness testimony may never be transcribed. Colloquy will not be transcribed unless the USAO requests it.**
   2. Each witness' testimony shall be in a separate transcript.

3. If the USAO does not request that a transcript be produced, charging for estimated pages shall NOT be allowed. **Only the Attendance fee will be paid.**
4. Grand Jury transcripts may not be sold to anyone other than the Government under any circumstances.

B. *Attendance Fee*. The Contractor is entitled to an Attendance Fee as set forth in the Price List of this Contract. The fee is payable for each hour the Contractor's reporter appears at a scheduled proceeding. The minimum charge for any single day is three (3) hours. Attendance fees will be paid for each hour the Contractor's reporter appears for a scheduled proceeding.

Proceedings are presently scheduled for 9:00am to 12:00pm and 1:00pm to 5:00pm with a one (1) hour lunch break in between. The Contractor is not paid during this lunch break. These hours are subject to change. The Contractor will generally be asked to report at 9:00am and be dismissed at 5:00pm. A shorter day may be scheduled.

The Government guarantees payment of a minimum of three (3) hours. In the event that there are time periods during the day during which no testimony is taken, and the reporter is required to remain available for testimony later in the day, the Contractor will be paid the hourly Grand Jury Attendance Fee during those time periods. In the event that a reporter's presence is required for a whole day and no testimony is recorded, the Contractor will be paid one (1) cancellation fee or be paid the number of hours the reporter was available (charged at the Grand Jury Attendance Fee hourly rate), whichever is higher.

***C. Cancellation Fee*.** The Contractor may wish to charge a cancellation fee. The Government will notify the Contractor by telephone of any cancellations no later than 5:00 pm the day before the scheduled proceedings. If the USAO does not notify the contractor within the designated time, the Contractor may request a cancellation fee.

***D. Delivery*.** See Section **"EOUSA AI-10-1E Federal Grand Jury Court Reporter Security Requirements (December 2015)."** The Assistant U.S. Attorneys (AUSAs) will request that some **deliverables be sent electronically through the DOJ platforms USAFx.**

USAFx is the Department of Justice's file exchange system provided for internal and external users.

13. ***Grand Jury Travel and Per Diem Reimbursement Restrictions:***
The Contractor(s) shall not be entitled to travel, mileage and per diem reimbursements to and from the location for Grand Jury Reporting and hand delivery of Grand Jury transcripts. Exceptions may be made on a case by case basis at the sole discretion of the Contracting Officer's Representative (COR) or the Contracting Officer and these exceptions will be reimbursed in accordance with the Federal Travel Regulations. Federal Travel Regulations can be found at this address: www.gsa.gov.

14. ***Certification.*** *Each reporter shall attach his/her official certification to the original transcript so recorded as follows:*

CERTIFICATE

(I, We) hereby certify that the foregoing is a true and accurate transcript, to the best of (my, our) skill and ability, from my stenographic notes of this proceeding.

Date *Court Reporter*

There shall be no charge for either this certification page or any index page if used.

Deposition Transcripts

(a) ***Scheduling of Depositions:*** *The USAO will notify the Contractor of the requirements for attendance at a deposition no later than two business days before the scheduled session. Each request will set forth the date, place and time of the session. The Contractor shall reply stating they have received the work order by returning the signed work order form or other form of written acceptance as may be agreed upon by the USAO and communicate the name of the reporter who will be in attendance. Any change will be communicated by the Contractor to the USAO prior to the session. In the event a deposition is continued for more than one day, the Contractor will make reasonable efforts to assign the same court reporter for each continued segment of that given deposition. Should the Contractor not be able to provide the same court reporter, it will notify the USAO before the scheduled session that another court reporter will be providing the court reporting services.*

(b) ***Original Transcripts****. Unless otherwise stated, depositions shall be typed in an original and delivered within the turnaround times as set forth below. Transcripts may be ordered by the USAO within the following timeframes. Billing rates for these turnaround times are set forth in Section B of this contract.*

1. A.
   i. **10 Business Day Transcripts:** Transcripts will be completed and delivered on or before the 10th business day after the Contractor receives a request from the USAO. Transcripts shall be delivered to the USAO of each witness's testimony, only when requested by the USAO. Colloquy will not be transcribed unless requested by the USAO.
   ii. **5 Business Day Transcripts:** Transcripts shall be completed and delivered on or before the 5th business day after the Contractor receives a request from the USAO. This request will sometimes be made the same day as the proceedings.
   iii. **3 Business Day Transcripts:** Transcripts shall be completed and delivered on or before the 3rd business day after the Contractor receives a request from the USAO. This request will sometimes be made the same day as the proceedings.
   iv. **2 Business Day Transcripts:** Transcripts shall be completed and delivered on or before the 2nd business day after the Contractor receives a request from the USAO. This request will sometimes be made the same day as the proceedings.
   v. **Next-Business Day Transcripts:** Transcripts shall be delivered before 9:30am of the following business day after conclusion of each day's proceedings. This may require performance after normal business hours. The Contractor may not be notified in advance of the testimony of this requirement.
   vi. **Same-Business Day Transcripts:** Transcripts shall be delivered by 9:00pm on the same day as the proceedings. The Contractor may not be notified in advance of the testimony of this requirement.
   vii. **Condensed Transcripts:** All condensed transcripts shall include four original transcript pages in reduced format on a single 8 ½ x 11inch page, and shall be delivered in .pdf or .ptx format. All condensed transcripts shall be completed and delivered to the USAO, as ordered, within the same turnaround times as set forth for delivery of an original transcript.

viii. **Key Word Indexing:** The keyword index gives an alphabetical listing of each word within the transcript and provides a page and line reference, and shall be delivered in .pdf or .ptx format.

ix. **Additional Copies of Transcripts:** Even though the Government has the right to copy and distribute transcripts acquired under this contract, the Government may order additional copies of any transcript. Additional copies of transcripts shall be provided to the USAO, as ordered, within the same turnaround times as set forth above.

x. **Other Requirements:**

1. 1. 1. 1. **A transcript of all witness testimony shall be produced only when the USAO makes a specific request that a transcript be produced. Some witness testimony may never be transcribed. Colloquy will not be transcribed unless the USAO requests it.**
   2. Each witness' testimony shall be in a separate transcript.
   3. If the USAO does not request that a transcript be produced, charging for estimated pages shall NOT be allowed. **Only the Attendance fee will be paid.**
   4. Grand Jury transcripts may not be sold to anyone other than the Government under any circumstances.

C. Attendance Fee. The Contractor is entitled to an Attendance Fee as set forth in the Price List of this Contract. The fee is payable for each hour the Contractor's reporter appears at a scheduled proceeding. The minimum charge for any single day is three (3) hours. Attendance fees will be paid for each hour the Contractor's reporter appears for a scheduled proceeding.

Proceedings are presently scheduled for 9:00am to 12:00pm and 1:00pm to 5:00pm with a one (1) hour lunch break in between. The Contractor is not paid during this lunch break. These hours are subject to change. The Contractor will generally be asked to report at 9:00am and be dismissed at 5:00pm. A shorter day may be scheduled.

The Government guarantees payment of a minimum of three (3) hours. In the event that there are time periods during the day during which no testimony is taken, and the reporter is required to remain available for testimony later in the day, the Contractor will be paid the hourly Grand Jury Attendance Fee during those time periods. In the event that a reporter's presence is required for a whole day and no testimony is recorded, the Contractor will be paid one (1) cancellation fee or be paid the number of hours the reporter was available (charged at the Grand Jury Attendance Fee hourly rate), whichever is higher.

Cancellation Fee. The Contractor may wish to charge a cancellation fee. The Government will notify the Contractor by telephone of any cancellations no later than 5:00 pm the day before the scheduled proceedings. If the USAO does not notify the contractor within the designated time, the Contractor may request a cancellation fee.

Delivery. See Section **"EOUSA AI-10-1E Federal Grand Jury Court Reporter Security Requirements (December 2015)."** The Assistant U.S. Attorneys (AUSAs) will request that some **deliverables be sent electronically through the DOJ platforms USAFx.**

USAFx is the Department of Justice's file exchange system provided for internal and external users.

13. ***Depositions Travel and Per Diem Reimbursement Restrictions:***

The Contractor(s) shall not be entitled to travel, mileage and per diem reimbursements to and from the location for Depositions or delivery of deposition transcripts. Exceptions may be made on a case by case basis at the sole discretion of the Contracting Officer's Representative (COR) or the

Contracting Officer and these exceptions will be reimbursed in accordance with the Federal Travel Regulations. Federal Travel Regulations can be found at this address: www.gsa.gov.
14. ***Certification****. Each reporter shall attach his/her official certification to the original transcript so recorded as follows:*
CERTIFICATE

I, (NAME OF REPORTER), a Shorthand Reporter and a Notary Public, do hereby certify that the foregoing witness, (NAME OF WITNESS), was duly sworn on the date indicated, and that the foregoing is a true and accurate transcription of my stenographic notes and is a true record of the testimony given by the foregoing witness.

I further certify that I am not employed by or related to any party to this action by blood or marriage and that I am in no way interested in the outcome of this matter.

In witness whereof, I have hereunto set my hand this day of , 20 .

There shall be no charge for either this certification page or any index page if used.

(END OF DEFINITIONS)
C.4 Recording Requisites
(a) Recording hereunder shall be taken by reporters qualified in the operation of Steno-type equipment, Real Time recording, Computer Aided Transcription (CAT), Shorthand and/or monitored Multi-Microphone recording systems, and when permitted by the Presiding Official, by Steno mask. At the request of the USAO, recording shall also be taken by videotape. Regardless of the type of equipment used, it is mandatory that there be an accurate read back capability and that a back-up system be utilized. It is also mandatory that tape recording devices shall have a separate monitor head which shall allow the reporter to monitor the recorded tape.
Monitored Multi-microphone Recording Systems. The mandatory requirements follow:
* The Contractor's personnel shall operate and monitor the recording equipment at all times.
* The operating personnel shall provide to the USAO, prior to the commencement of each proceeding, a certification that the equipment is turned on and operating.
* The recording equipment utilized shall provide for the instant playback of testimony.
* The equipment shall be capable of recording as many as twenty-three grand jurors together in one room with the prosecutor and the witness.
* The system utilized shall have a back-up system to allow continuous recording of speakers. The Grand Jury hearings shall not be stopped for any reason such as the changing of a tape.
* The media shall be of such quality that there shall be no instances of inaudibility because of accents or words used by the speakers.
* The system shall be portable to allow for transportation of media to another location when an immediate decision is required by a Federal District Court Judge.
* The recording monitor shall be able to identify speakers.
* A back-up system shall be available so as not to delay the proceedings.
* The equipment utilized shall not pose any safety hazards due to exposed wires, cords, or for any other reason.
Steno mask Recording is not permitted.
Real Time Recording. The steno machine is attached to the computer. As the steno types the strikes/words are translated into English onto the screen. Computer Aided Transcription (CAT). With this type of system, the steno strikes a key which is written onto a disk. The disk is inserted into an attachment to the computer and the information is brought up on the computer screen. Also, a back-up voice tape is made so that a re-verification can be made of the transcript. Video Recording. The USAO will determine video formatting, DVD, CD, VHS or other recordable media. (b) The Contractor, or the duly authorized employee, agent, or representative of the Contractor, shall present himself/herself to the person in charge of the proceedings and he/she shall at all times be governed by the instructions of the Presiding Official in matters affecting the composition of the record, adjournment to other times or places, and matters of like character. (c) Depositions shall be taken

by a Contractor-furnished reporter who must be a duly authorized notary for the State or District in which the deposition is held. Reporters are required to comply with Rules 28 and 30 of the Federal Rules of Civil Procedure, and specifically Rule 30(e), which provides in pertinent part as follows:
"If requested by the deponent or a party before completion of the deposition, the deponent shall have 30 days after being notified by the officer that the transcript or recording is available in which to review the transcript or recording and, if there are changes in form or substance, to sign a statement reciting such changes and the reasons given by the deponent for making them. The officer shall indicate in the certificate prescribed by subdivision (f)(1) whether any review was requested and, if so, shall append any changes made by the deponent during the period allowed." The Contractor must give the USAO its copy prior to the witness being presented their testimony. The USAO may choose to present the deposition to the witness. In the event further information is desired, the above referenced volume is a part of the United States Code, Title 28 and may be found at any public library.
(d) Everything spoken pertaining to the subject matter of the deposition shall be reported, unless the Presiding Official otherwise directs. No part of any proceedings, of which notes have been taken as required, shall be omitted from the record, unless the Presiding Official so directs.(e) All notes, records, documentary exhibits, and any other material which is a part of, or relates to, any action recorded by the Contractor shall be the property of the United States and shall be delivered to the ordering office, together with furnished transcript, unless otherwise instructed. (f) Right to Remove Individual Reporter - It shall be an absolute right of the USAO to inform the Contractor through the Contracting Officer of the unacceptability of specific court reporters for Grand Jury or Deposition work. The failure of the Contractor to provide a court reporter other than one designated unacceptable by the USAO shall provide a basis for the USAO's decision to obtain court reporting services from another source.
C.5 Transcript Format
(a) A separate transcript shall be provided for each witness/deponent. The title page shall show the name of the witness/deponent, Grand Jury date, time of the commencement of the proceeding for that particular witness, docket number, the date of proceedings, the name, title and address of the attorney appearing for the Government, caption of matter, the authority for taking the deposition, etc. and shall be followed by a page of distinctive color indexing the exhibits where applicable.
(b) The paging of the transcripts shall be in a single series by consecutive numbers regardless of the number of days consumed in the hearings, proceeding, etc., and the paging of the transcript in a hearing shall follow consecutively the paging of the last previous hearing in the same case.
(c) Each copy of the transcript furnished to the USAO shall be bound with covers of good quality, white or colored 140 pound index paper, #1 sulphite paper, heavy weight transparent plastic, or similar material approved by the ordering office. Transcripts shall be punched with three holes at the left side; the upper and lower holes to be two inches from top and bottom of the page, third hole in the center of the resulting interval, and shall be secured with a suitable fastener of permanent nature.
(d) All transcripts shall be typed with black ribbon or reproduced by regular office type duplicating machines on white linen unglazed paper of good quality, #30 white bond paper or similar stock, to be approved by the ordering office. Transcripts shall be typed on paper 8 ½ inches x 11 inches in size, with a ruled margin of 1 3/4 inches at the left side and 3/8 inch at the right side. Typing shall be 10 spaces to the inch, double spaced, and shall not be less than 25 lines to the page exclusive of the line containing the witness name, date of testimony, and page number. The lines of testimony are to be numbered on each page beginning with #1. These numbers will appear just to the left of the left ruled margin. Whenever testimony is continuous, requiring more than one line, the typing shall begin one blank space after the left hand ruled margin and shall continue to the right hand ruled margin, with no blank spaces. The distance between the left hand ruled margin and the right hand ruled margin will be 6 3/8 inches. Therefore, there will be no less than 60 characters per line available. No word should
wrap to the next line that would properly fit within the 60 count. Pages necessarily containing less than 25 lines shall be charged and paid for at the full-page rate. No payment will be made for lines in excess of 25 lines to the page.
The first line of Q and A's will be indented 5 spaces, then followed by a period and 3 blank spaces. The second line will
return to one blank space after the left hand ruled margin. The first line of colloquy will be indented 10 spaces,

followed by a period and 3 blank spaces. The second line will return to one blank space after the left hand ruled margin.
No extraneous words should be used on the title page or at the beginning of a witness' testimony. No statement that can
properly fit on a line should be extended to an additional line. There should be no unnecessary blank lines unless
absolutely necessary for readability. The USAO will be the sole judge of this format. Reduced page transcripts (Condensed Transcripts) shall include four transcript pages in reduced format on a single 8 ½ x 11 inch page.
(e) Exhibits admitted in evidence, identified in a deposition, or in Grand Jury proceedings, when requested by the Government attorney shall be stamped, marked, numbered by the Contractor, and arranged in numerical order, as directed by the individual Assistant U.S. Attorney (AUSA) and shall be annexed to the deposition transcript. The marking shall indicate clearly whether the exhibit is offered by the complainant, protestant, intervener, defendant, respondent, applicant, the ordering office, or other party of record. The numbering of exhibits shall be in a single series of consecutive numbers, regardless of the number of days consumed in the hearing, unless otherwise directed by the Presiding Official. The number of exhibits introduced at a hearing or in a reopened case shall follow consecutively the number on the last previous exhibit introduced by such party. Exhibits shall not be copied into the record nor shall photo static copies of exhibits for inclusion in the record be made by the reporter unless the Presiding Official so directs.
C.6 Availability/Sale of Transcripts
(a) Recording of proceedings shall be transcribed by the Contractor only when directed by the USAO. In the handling of transcripts, the Contractor shall observe and comply with security requirements stipulated herein. Transcripts will not be made available to the public by the Contractor.
(b) Pursuant to Public Law 92-463, the Government reserves the right to make Grand Jury transcripts available to the public at the actual cost of duplication.
C.7 Reports
The Contractor shall submit immediately, in writing, to the Contracting Officer and the USAO the following reports:
* Unauthorized Entry. A report on any information coming to his attention concerning unauthorized entry (actual,
attempted, or threatened) at his facilities where work for the USAO is performed.
* Loss, Compromise or Suspected Compromise. A report on any loss, compromise or suspected compromise of transcripts, notes or other related material.
* Any change of ownership, including stock transfers that affect the control of the corporation.
* Change of operating or address of the facility.
* A report of any change during the performance of the contract in location of closed or restricted areas as established, including the creation of any new areas requiring approval of the United States Attorney (USA).
* A report of any change in the storage capability which would affect the information which the Contractor is required to safeguard. The Contractor shall also maintain and keep available for review by the USAO a master index of the Grand Jury sessions, including the date, name of Grand Jury, name of case, name of AUSA(s), case number, name of witnesses and pages from those witnesses, and the name of the court reporter.
C.8 Orders
(a) The Contracting Officer will provide funding at the Task Order level on Optional Form 347, which will state the amount of funding available for each ordering period. Services to be furnished will subsequently be ordered by the issuance of work orders (see Attachment 2) signed by Contracting Officer’s Representative (COR) or Authorized Individual(s) of the USAO listed in Attachment 1. All work orders issued hereunder are subject to the terms and conditions of this contract which shall control in the event of conflict with any work order.
(b) All work orders placed under this contract must contain the following information:
* Date of Order
* Order Number
* Description of Service
* Place of Performance
* Primary Point of Contact of the work order
A sample Court Reporting Ordering Form is attached. .

(c) In accordance with FAR 52.212-4 Alt I (i), the Contractor shall provide requisite notification in the event expenditures are expected to exceed 85% of current funding ceiling.
C.9 Key Personnel
(a) The key personnel whom the Contractor shall furnish for the performance of this contract are as follows:
Name: To Be Determined Title: Court Reporter
Name: To Be Determined Title: Court Reporter
Name: To Be Determined Title: Court Reporter
Name: To Be Determined Title: Videographer
(b) The personnel specified above is/are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and COR reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.
C.10 Notice to Proceed
Within ten (10) calendar days after the contract award, the USAO will furnish the Contractor with personnel security application forms. The Contractor shall complete and return to the COR all personnel security application forms within seven (7) calendar days after receipt. After a sufficient number of Contractor Personnel are cleared by the Government, a notice to proceed will be issued by the Contracting Officer or the Contracting Officer’s Representative specifying a performance start date.

Section D Packaging and Marking

All information and submittals, including receipts, forms, reports, and other materials provided to the CO or the COR shall be clearly marked with the contract number as follows:
EOUSA CONTRACT NUMBER: **15JA0526XXXXXXXXX**

Section E Inspection and Acceptance

Final inspection and acceptance of work performed, reports, and other deliverables will be performed by the COR.

Section F Deliveries or Performance

F.1 Period of Performance:
See Section 1
F.2 Place of Performance:
Grand Jury sessions will take place:
United States District Court, 101 Barr Street, Lexington, KY 40507
United States District Court, 35th W. Fifth Street, Covington, KY 41011
United States District Court, 310 South Main Street, London, KY 40741

Depositions will be taking place.
USAO-EDKY-HQ, 260 West Vine Street, Lexington, KY 40507-1671
• USAO-EDKY-Ft. Mitchell Branch, 207 Grandview Drive, Fort Mitchell, KY 41017
• USAO-EDKY-London Branch, 601 Meyers Baker Road, London, KY 40741
• Other locations on a case-by-case basis (not typical)
The place of performance for depositions will be determined at the time work orders are issued.
F.3 Performance Standards:
Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in this Statement of Work will be conducted jointly by the COR and the Contracting Officer and shall form the basis of the Contractor's permanent performance record with regard to this contract.

Section G Contract Administration Data

G.1 Justice Acquisition Regulation (JAR) 2852.201-70 Contracting Officer's Representative (COR) – (EOUSA modified, March 2014)
(a) **TBD**, is hereby designated to act as Contracting Officer's Representative (COR) under this contract.
(b) The COR is responsible, as applicable, for: receiving all deliverables, inspecting and accepting the supplies or services provided hereunder in accordance with the terms and conditions of this contract; providing direction to the contractor which clarifies the contract 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)
G.2 Administrative Contracting Officer
The Contracting Officer for this contract is:
Charmella Ware
Executive Office for US Attorneys
Acquisitions Staff
175 N Street NE, Suite 6.1320
Washington, DC 20530
Written communications shall make reference to the contract number and shall be emailed to **charmella.ware@usdoj.gov** or mailed to the above address.
G.3 Payment/Invoice Requirements Payment for actual work and services rendered under this contract will be made in accordance with the Prompt Payment Act. Invoices shall be submitted for each work order by the 5th day of the following month. To constitute a proper invoice, the invoice must be
submitted in accordance with FAR 52.212-4(g). In addition, the following information must appear on the invoice:
Date service was performed
Location service was performed
Attorney's Name
Grand Jury Number (for Grand Jury only)
Name of witness
Number of pages
Cost per page
Call Number
Invoices shall be submitted to the COR at the address shown in Section G.1. All follow-up invoices shall be marked "Duplicate of Original." Contractor questions regarding payment information or check identification should be directed to DOJ Vendor Assistance Hotline on (202) 616-6260.

EOUSA AI-10-1B Security of Department Information and Systems (April 2015)

Security of Department Information and Systems (April 2015)

I. Applicability to Contractors and Subcontractors

This clause applies to all contractors and subcontractors, including cloud service providers ("CSPs"), and personnel of contractors, subcontractors, and CSPs (hereinafter collectively, "Contractor") that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information. It establishes and implements specific DOJ requirements applicable to this Contract. The requirements established herein are in addition to those required by the Federal Acquisition Regulation ("FAR"), including FAR 11.002(g) and 52.239-1, the Privacy Act of 1974, and any other applicable laws, mandates, Procurement Guidance Documents, and Executive Orders pertaining to the development and operation of Information Systems and the protection of Government Information. This clause does not alter or diminish any existing rights, obligation or liability under any other civil and/or criminal law, rule, regulation or mandate.

II. General Definitions

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

A. **Information** means any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information includes information in an electronic format that allows it be stored, retrieved or transmitted, also referred to as "data," and "personally identifiable information" ("PII"), regardless of form.

B. **Personally Identifiable Information (or PII)** means any information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity, such as his or her name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

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

D. **Information System** means any resources, or set of resources organized for accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of (hereinafter collectively, "processing, storing, or transmitting") Information.

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

III. Confidentiality and Non-disclosure of DOJ Information

A. Preliminary and final deliverables and all associated working papers and material generated by Contractor containing DOJ Information are the property of the U.S. Government and must be submitted to the Contracting Officer ("CO") or the CO's Representative ("COR") at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14.

B. All documents produced in the performance of this contract containing DOJ Information are the property of the U.S. Government and Contractor shall neither reproduce nor release to any third-party at any time, including during or at expiration or termination of the contract without the prior written permission of the CO.

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

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

A. For all Covered Information Systems, Contractor shall comply with all security requirements, including but not limited to the regulations and guidance found in the Federal Information Security Management Act of 2014 ("FISMA"), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology ("NIST") Special Publications ("SP"), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards ("FIPS") Publications 140-2, 199, and 200, OMB Memoranda, Federal Risk and Authorization Management Program ("FedRAMP"), DOJ IT Security Standards, including DOJ Order 2640.2, as amended. These requirements include but are not limited to:

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

2. Providing security awareness training including, but not limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems;

3. Creating, protecting, and retaining Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information;

4. Maintaining authorizations to operate any Covered Information System;

5. Performing continuous monitoring on all Covered Information Systems;

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

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

8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods where required;

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

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

11. [Reserved]

12. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media;

13. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized U.S. citizens unless a waiver has been granted by the Contracting Officer ("CO"), and protecting the physical facilities and support infrastructure for such Information Systems;

14. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards;

15. Assessing the risk to DOJ Information in Covered Information Systems periodically, including scanning for vulnerabilities and remediating such vulnerabilities in accordance with DOJ policy and ensuring the timely removal of assets no longer supported by the Contractor;

16. Assessing the security controls of Covered Information Systems periodically to determine if the controls are effective in their application, developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Information Systems, and monitoring security controls on an ongoing basis to ensure the continued effectiveness of the controls;

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

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

B. Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an Authority to Operate ("ATO") for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under this contract. The DOJ standards and requirements for obtaining an ATO may be found at DOJ Order 2640.2, as amended. (For Cloud Computing Systems, see Section V, below.)

C. Contractor shall ensure that no Non-U.S. citizen accesses or assists in the development, operation, management, or maintenance of any DOJ Information System, unless a waiver has been granted by the by the DOJ Component Head (or his or her designee) responsible for the DOJ Information System, the DOJ Chief Information Officer, and the DOJ Security Officer.

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

E. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause is prohibited until Contractor provides a letter to the DOJ CO, and obtains the CO's approval, certifying compliance with the following requirements:

1. Media must be encrypted using a NIST FIPS 140-2 approved product;

2. Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;

3. Where applicable, media must utilize antivirus software and a host-based firewall mechanism;

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

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

F. Contractor-owned removable media containing DOJ Information shall not be removed from DOJ facilities without prior approval of the DOJ CO or COR.

G. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with DOJ security requirements.

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

I. Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 15 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned to the DOJ in a format and form acceptable to the DOJ. The removal and return of all DOJ Information must be accomplished in accordance with DOJ IT Security Standard requirements, and an official of the Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 15 days of the removal and return of all DOJ Information.

J. DOJ, at its discretion, may suspend Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident (see Section V.E. below), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Contractor understands that any suspension or termination in accordance with this provision shall be at no cost to the DOJ, and that upon request by the CO, Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at Contractor's expense.

V. Cloud Computing

A. **Cloud Computing** means an Information System having the essential characteristics described in NIST SP 800-145, *The NIST Definition of Cloud Computing.* For the sake of this provision and clause, Cloud Computing includes Software as a Service, Platform as a Service, and Infrastructure as a Service, and deployment in a Private Cloud, Community Cloud, Public Cloud, or Hybrid Cloud.

B. Contractor may not utilize the Cloud system of any CSP unless:

1. The Cloud system and CSP have been evaluated and approved by a 3PAO certified under FedRAMP and Contractor has provided the most current Security Assessment Report ("SAR") to the DOJ CO for consideration as part of Contractor's overall System Security Plan, and any subsequent SARs within 30 days of issuance, and has received an ATO from the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under contract; or,

2. If not certified under FedRAMP, the Cloud System and CSP have received an ATO signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under the contract.

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

VI. Information System Security Breach or Incident

A. Definitions

1. **Confirmed Security Breach** (hereinafter, "Confirmed Breach") means any confirmed unauthorized exposure, loss of control, compromise, exfiltration, manipulation, disclosure, acquisition, or accessing of any Covered Information System or any DOJ Information accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system.

2. **Potential Security Breach** (hereinafter, "Potential Breach") means any suspected, but unconfirmed, Covered Information System Security Breach.

3. **Security Incident** means any Confirmed or Potential Covered Information System Security Breach.

B. Confirmed Breach. Contractor shall immediately (and in no event later than within 1 hour of discovery) report any Confirmed Breach to the DOJ CO and the CO's Representative ("COR"). If the Confirmed Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call DOJ-CERT at 1-866-US4-CERT (1-866-874-2378) immediately (and in no event later than within 1 hour of discovery of the Confirmed Breach), and shall notify the CO and COR as soon as practicable.

C. Potential Breach.

1. Contractor shall report any Potential Breach within 72 hours of detection to the DOJ CO and the COR, *unless* Contractor has (a) completed its investigation of the Potential Breach in accordance with its own internal policies and procedures for identification, investigation and mitigation of Security Incidents and (b) determined that there has been no Confirmed Breach.

2. If Contractor has not made a determination within 72 hours of detection of the Potential Breach whether an Confirmed Breach has occurred, Contractor shall report the Potential Breach to the DOJ CO and COR within one-hour (i.e., 73 hours from detection of the Potential Breach). If the time by which to report the Potential Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call the DOJ Computer Emergency Readiness Team (DOJ-CERT) at 1-866-US4-CERT (1-866-874-2378) within one-hour (i.e., 73 hours from detection of the Potential Breach) and contact the DOJ CO and COR as soon as practicable.

D. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify (1) both the Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII, (2) all steps and processes being undertaken by Contractor to minimize, remedy, and/or investigate the Security Incident, (3) any and all other information as required by the US-CERT Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and (4) any other information specifically requested by the DOJ. Contractor shall continue to provide written updates to the DOJ CO regarding the status of the Security Incident at least every three (3) calendar days until informed otherwise by the DOJ CO.

E. All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials or the DOJ Core Management Team at DOJ's discretion.

F. Upon notification of a Security Incident in accordance with this section, Contractor must provide to DOJ full access to any affected or potentially affected facility and/or Information System, including access by the DOJ OIG and Federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

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

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

VII. Personally Identifiable Information Notification Requirement

Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose Personally Identifiable Information ("PII") was, or is reasonably determined by DOJ to have been, compromised. Any notification shall be coordinated with the DOJ CO and shall not proceed until the DOJ has made a determination that

notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by Contractor shall be coordinated with, and subject to the approval of, DOJ. Contractor shall be responsible for taking corrective action consistent with DOJ Data Breach Notification Procedures and as directed by the DOJ CO, including all costs and expenses associated with such corrective action, which may include providing credit monitoring to any individuals whose PII was actually or potentially compromised.

VIII. Pass-through of Security Requirements to Subcontractors and CSPs

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

(end of clause)

EOUSA AI-10-1D Continuing Contract Performance During a Pandemic Influenza or other National Emergency (October 2007)

Continuing Contract Performance During a Pandemic Influenza or other National Emergency (October 2007)

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

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

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

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

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 perform all duties assigned by management, even if they are outside usual or customary duties.

Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractors notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

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

(end of clause)

EOUSA AI-10-1E Federal Grand Jury Court Reporter Security Requirements (December 2015)

Federal Grand Jury Court Reporter Security Requirements (December 2015)
1. Grand Jury (GJ) Security.

The work to be performed under this contract will involve access to sensitive information subject to the rules of 6(e) of the Federal Rules of Criminal Procedures. The adequate and continual protection of the information (hereafter referred to as GJ information which includes GJ testimony, discussions, exhibits, etc.) and how it is used, shared, and stored, is extremely important. The secrecy and ultimate security of the GJ information and proceedings is vital to the performance of the U.S. Attorney's Office (USAO) and the Court. A failure to protect GJ information by anyone involved may be considered a breach of contract, breach of agreement, a violation of standards, and perhaps, an unlawful act. Disclosures of matters appearing before the GJ other than its deliberations, including the vote of any juror may be made available to the attorneys for the Government to use in the performance of their duties. Otherwise, a juror, attorney, interpreter, stenographer, or operator of recorded testimony may disclose matters appearing before the GJ only when so directed by the Court.

a. Violations of the Terms and Conditions. Unauthorized use of GJ information or material could subject the disclosing individual to contempt of court penalties and other applicable penalties. Sensitive information may include, but is not limited to: data found within GJ information, informant and witness information, investigative material, tax information, medical information, computer systems information, Privacy Act (as amended) information, Department of Justice proprietary information, or Federal information that is not releasable to the general public and/or under the guidelines of the Freedom of Information Act (FOIA). Unauthorized duplication or disclosure of the data and other information to which the Contractor may have access as a result of this contract is prohibited by Public Law and is subject to criminal penalties.

b. Court Reporter Security Training. The Contractor is responsible for ensuring all employees approved to work with and have access to GJ information and materials are familiar with - and required to follow - continuing responsibilities and the security requirements as outlined in the contract.

c. Failure to Meet Security Requirements. Should the Government determine that the Contractor has failed to comply with the security requirements of the contract, the Contractor may be held responsible, as a minimum, for all reasonable and necessary costs incurred by the Government to: (a) provide coverage (performance) through assignment of individuals employed by the Government or third parties in cases where absence of contract personnel would cause a delay in the proceedings, a security threat, and/or disrupt a DOJ program, and (b) conduct security investigations in excess of those which would otherwise be required. Nothing in this clause shall require the Contractor to bear costs involved in the conduct of security investigations for the replacement of an employee who becomes incapacitated, severely ill, or deceased. Any violation of this requirement subjects the Contractor, subcontractor, employees, etc., to certain penalties including, but not limited to termination of the

contract, issuance of a cure notice for less serious violations, and being held in Contempt of Court for failing to safeguard federal GJ information.

d. List of Contractor's Employees. The Contractor shall submit to the USAO a list of the names of all principals, staff members, and regular employees requiring access to the work performed under the contract. This includes personnel of the principal Contractor and any subcontractor(s).

e. Sub-Contractors. The Contractor must ensure that any sub-contractor furnishing supplies and services which will involve access to GJ materials complies with the security requirement of the contract and has been approved by the Government.

2. Personnel Security.

The USAO will process the background investigations for GJ court reporter(s) identified by the Contractor to the USAO to perform work under this contract. However, this background investigation does not replace or supersede the employer's responsibility to sufficiently screen and eliminate unsuitable applicants and to take all necessary steps to ensure only qualified persons perform services.

a. Residency Requirement. All Contractor employees assigned to this contract and working within the United States shall meet the DOJ Residency Requirement. The Residency Requirement states that, for 3 of the 5 years immediately prior to applying for a position, the individual must have: (1) resided in the United States; (2) worked for the United States overseas in a Federal or military capacity; or (3) be a dependent of a Federal or military employee serving overseas.

b. Sufficient Personnel. The Contractor must maintain a sufficient number of approved personnel to execute the contract. The Contractor is not to assign GJ court reporting duties unless, and not until, the COR or representative of the USAO provides notification in writing that the employee has been granted the necessary security approval to perform GJ court reporting duties as outlined under this contract.

c. Suspension or Revocation of Access Approval. Access to GJ information can be suspended or revoked for cause at any time by the Contractor and/or the COR.

d. Required Suitability Approval and Background Investigation. Contractor employees must receive a security approval based upon: (1) A Government conducted Moderate Background Investigation (MBI) or higher background investigation, and (2) Favorable adjudication. A security waiver may be requested by the contractor prior to completion of a background investigation when necessary and as outlined by the Government. The Contractor will ensure the required security background investigation forms are completed and submitted. The intent and purpose of the investigation is to preclude the assignment of any individual who poses a threat to the Government or successful contract completion due to past unlawful or inappropriate behavior.

e. Background Investigation Process and Forms. The USAO will initiate the Electronic Questionnaires for Investigations Processing (e-QIP) upon receipt of the Contractor's or Contractor employee applicant's name and other information. The applicant will complete sign and submit e-QIP forms to the USAO/POC on the same day the signature pages are signed. The USAO will have 5 days to forward the forms to SEMS/PERSEC. Waiver package will include the following: e-QIP package, and the following forms; Certification, General Release, Medical Release, and Fair Credit pages, DOJ-555 Disclosure & Authorization Pertaining to Consumer Reports, Standards of Conduct Form, OF-306 Declaration for Federal Employment, Foreign Nat'l Relatives or Associates Form (if applicable), employment vouchers (2 if most recent employment is less than 2 years; 1 if most recent employment is more than 2 years), and fingerprints cards (form FD 258) or results. The forms shall be submitted to the SEMS/PERSEC upon completion of e-QIP. The Government may request additional security forms, or additional information, if the contract employee's security forms contain information which requires clarification (i.e. information concerning criminal history, financial problems, citizenship of family members, etc.)

3. Protecting the GJ Information.

a. Contractor's GJ Information Processing Site. The location selected by the Contractor and approved by the Government (USAO) for the processing, storage, and preparation of GJ information must be determined in advance of commencement of work. The location for processing is not to be changed or modified without the prior consent of the USAO unless extenuating circumstances or emergencies demand relocation. In such cases, the Contractor must coordinate with the CO or COR. The means and methods for transfer or relocation of any GJ material will also be coordinated and approved by the USAO in advance.

b. Contractor Physical Security Requirements. The physical security standards are extremely important to the Government. The Contractor has a duty and legal obligation to ensure that all physical security measures, practices, and policies are strictly followed and any deviation must be coordinated and approved by the CO. If the Contractor and the CO mutually agree to only using USAO provided space in lieu of the Contractor's own space, then the physical security requirements of subparagraphs 3d, 3e, and 3f contained in this Annex do not apply.
c. Designated Room or Space. The Contractor will have and use a designated room or space to process, proofread, and store GJ material. When a dedicated room is not feasible or practical, the Contractor must ensure that the room or space used meets or exceeds the required physical security controls, protection standard, and has been pre-approved by the USAO. The requirement is to prevent unauthorized access to the GJ material. The GJ material must be protected against unauthorized disclosure and viewing by other tenants, co-business employees, and unauthorized persons (family, friends, customers, etc.)
d. Door and Locking Hardware. The designated room or space must have an operational door and lock which prevents unauthorized entry into the room or space. Doors must be closed and locked when the room is not in use and when the room is vacated for short periods of time. (The alarm is also to be set if the user is not expected to return within
5 minutes.) The Contractor must have total key control and accountability. Only persons who have been approved to access the GJ information are to possess a key to the pre-approved room or space. The Contractor must ensure that no one is allowed unsupervised and/or unrestricted access to the space where the GJ material is stored unless approved by the government.
e. Windows and Emergency Exits. Windows are allowed provided they are locked and the pre-approved room or space is alarmed and monitored. Emergency exits are allowed and if present, must be alarmed.
f. Intrusion Alarm and Monitoring Service. The designated room or workspace where the material is stored must be equipped with an Intrusion Detection System (IDS) that is connected to a central monitoring station. The Contractor will provide the USAO a copy of the call or notification list and responder protocols on alarm annunciation. The Contractor must notify the USAO within 2 business days of any alarm activation. The notification must include the time and date of the alarm activation, an explanation of cause if known, incident details including the identification of any missing GJ material (devices, storage media, paper, etc.), and a copy of the activity log from the monitoring station. The Contractor must provide the USAO with a copy of the IDS monitoring history log quarterly (every 90 days) and as requested by the USAO. Knowledge of the code number used to program, arm and/or disarm the system must be limited to those who have Government approved access to the GJ material. Remote monitoring services are not allowed to have the code number. The alarm must be set to "armed" whenever the room is not in use. Short absences of less than 5 minutes in duration do not require the alarm to be set to "armed." The alarm system is to be tested at least once per year to ensure it is functioning properly and the desired response occurs.
g. Contractor's GJ Information Storage. The GJ material must be stored only in USAO approved storage container(s). The container must be either equipped with an approved lock or locking mechanism. The combination of a lock shall be restricted to those who have a need-to-know the information and have a security approval. An entry/closure log shall be maintained to record each time a security container is opened and closed and by whom. Any combination will be changed when a person with knowledge of the combination no longer needs or is approved for access, or upon compromise of the combination. End of day security checks shall be performed within the contract facility to ensure that precautions are taken to protect GJ material. The Contractor or an approved contractor's employee is to make periodic checks to ensure all GJ material has been properly stored. The periodic security checks shall be annotated in a log or journal. The storage container must be locked when not in use. A storage container that can be easily moved or illegally removed should be mounted or anchored to the floor or wall. It is recommended that the Contractor use a GSA-approved container whenever possible. A Class 3, 4, 5, or 6 is sufficient.

h. Use and/or Sale of Grand Jury Information and Transcripts. Grand Jury transcripts may not be sold or made available to anyone other than the Government at any time under any circumstances.

i. Personal Identity Verification (PIV) of Contractor Personnel. The Contractor shall comply with agency personal identity verification procedures that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) Guidance M-05-24, and Federal Information Processing Standards Publication (FIPS Pub) Number 201. The Contractor's employees who require physical access to the USAO or to USAO controlled information technology or device may be required to be issued and use a PIV Card issued in accordance with HSPD-12. The Contractor must comply with access procedures, policies, and security requirements if and/or when physical and/or virtual access is required to a federally-controlled facility or information system(s).

4. Information Technology (IT) Equipment.

The Contractor must ensure that all devices used to process, store, record, and duplicate GJ information meet the requirements of the USAO and have been approved by the USAO for use. (IT equipment refers to computers, recording devices, scanners, printers, laptops, copiers, and all other devices used to process and/or store GJ information.) When processing GJ Information the computer/laptop must be used as standalone with internet connectivity disabled. The computer/laptop can only be the internet enabled during the timeframe of transmitting files when using file exchange software. Administrative controls over all approved IT devices and settings used for this contract are to be restricted and approved by the Government.

a. Approval and Marking Approved Devices. The Contractor will provide to the USAO the serial numbers of all IT devices used in the performance of this contract over the term of the contract in advance of their use. The approved devices will be clearly marked and labeled as containing federal GJ information or FGI. The devices will also be marked as containing controlled unclassified information (CUI).

b. IT Processing, Transmitting, and Storing GJ. The GJ information processed and stored on a Contractor owned or provided device, must be used solely for the purpose of processing and/or storage of GJ information. Data must be encrypted, including additional peripherals or devices such as a flash drive, thumb drive, and/or external storage. In addition to encryption, any temporary file(s) created by the operating system or user must be deleted after each use. Any and all portable devices or removable media used for GJ must be stored in the approved security container(s) when not in use. The contractor is required to establish an internal process for backing-up GJ information. The USAO can provide physical storage of backed-up GJ information for the Contractor upon request or necessity. The GJ information may not be processed or backed-up on a commercial mainframe, data server, cloud, or with a data warehousing service.

c. Modification and/or Changes to Approved IT. Any modification, repair, or replacement of any IT device used to process and/or store GJ information must be approved by the USAO. Only individuals approved by the USAO are authorized to repair or modify any previously approved device or equipment used for the processing and storage of GJ information.

d. Damaged or Defective Storage Devices. The Contractor will turn over any and all damaged or defective storage media used for processing and/or storing GJ information to the USAO throughout the term of the contract.

e. Access to IT. Access to IT used for, and any products created from or containing, GJ information must be restricted to individuals approved, by name, by the USAO or the Court. Equipment must be turned off and sufficiently secured when not in use even for short periods of time during normal business or working hours as well.

f. IT Storage Device No Longer Used and at End of Contract. When a storage device including a laptop, removable hard drive, flash drive, DVD, etc., is no longer needed during the course of the contract or upon termination of the contract, storage devices used will be given to the COR.

g. Security of Systems and Data including Personally Identifiable Information (PII) Data**.** *The term "PII," as defined in OMB Memorandum M-07-1616 refers to information that can be used to distinguish or trace an individual's identity, either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-PII can become PII whenever additional information is made publicly available — in any medium and from any source — that, when combined with other available information, could be used to identify an individual.*

Standard A (Storing PII on less than 25 Individuals). *This standard applies to Contractors handling electronically stored information containing PII on less than 25 individuals in connection with this contract. Refer to Standard B below if more than 25 individuals.)*

(1) Keep the computer in a safe place, such as a locked office or other location with limited access, when not in use.

(2) Mark any laptop with contact information in case of loss to facilitate its safe return.

(3) Keep the operating system, security, and application software used in connection with any computer updated on a regular basis.

(4) Use anti-viral software.

Standard B (Storing PII on more than 25 Individuals). *This standard applies to Contractors handling electronically stored information containing PII on more than 25 individuals in connection with this contract. Refer to Standard A above if less than 25 individuals.)*

(1) The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel. For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including, but not limited to, all Executive Branch system security requirements (*e.g.*, requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2F.

(2) The Contractor shall provide DOJ access to and information regarding the Contractor's systems when requested by the Department, in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, Federal Information Security Management Act (FISMA) data reviews, and access by the DOJ Office of the Inspector General for its reviews. The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the CO certifying the following requirements:

(a) Laptops must employ hard drive encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 validated product; (FIPS 140-2 is available on line at: http://csrc.nist.gov/publications/fips/fips140-2/fips1402.pdf. Instructions for obtaining a paper copy of FIPS 140-2 are outlined in the document as well.)

(b) The Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;

(c) Laptop will utilize anti-viral software;

(d) The Contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FIPS 140-2 validated product;

(e) When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
(f) Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;

(g) Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and PII; and

(h) All DOJ data will be removed from Contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work.

<u>h. Data Security Breach Reporting</u>. By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified above, in the event of any actual or suspected breach of such data (*i.e.*, loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the CO and COR.) If the data breach occurs outside of regular business hours and/or neither the CO nor the COR can be reached, the contractor shall call the EOUSA Security Operations Center at (803) 705-5533 within one hour of discovery of the breach. The Contractor shall also notify the CO as soon as possible during regular business hours.
<u>i. Personally Identifiable Information Security Breach Notification</u>. The Contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual who's PII has, or is reasonably believed to have been, breached. Any notification shall be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the Contractor shall be coordinated with and be subject to the approval of the Department. The Contractor assumes full responsibility for taking

corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

j. Pass-through of IT Security Requirements to Subcontractors. The requirements set forth above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the Contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the Contractor.

5. Destruction Requirements.

The Contractor must destroy by cross-cut shredding that meets or exceeds National Security Agency/Central Security Service (NSA/CSS) Level 4 requirement or by burning all waste documents associated with any GJ proceeding. Or as an alternative, the Contractor may elect to transport GJ waste (i.e., drafts, notes, working papers, CDs, DVDs, typewriter ribbons, copies of GJ information, and other material which is no longer needed) to the USAO for destruction. When GJ information and related working papers are no longer needed during the course of the contract or upon termination of the contract, the original documents and tapes shall be returned to the USAO. This includes storage devices such as hard drives (internal or external), flash drives, CDs or DVDs, memory cards, and other storage media used to store GJ information.

a. Destruction methods and equipment must be approved by the COR in writing.

b. The Contractor is not authorized to destroy any GJ material or replace any electronic storage devices without prior approval from the COR or USAO representative in writing.

c. When an electronic storage device is no longer needed during the course of the contract and/or upon termination of the contract, the storage devices used will be given to the COR for destruction by the Government.

6. Duplication of GJ Information.

The GJ information may not be copied without the approval of the COR or USAO. If duplication of GJ information is required, the Contractor will only produce the number of copies needed or requested. Copiers used to duplicate GJ information must have security features approved by the COR which may include an on-demand or automatic overwrite feature. Running the on-demand overwrite function of the copier immediately after copying the GJ material is encouraged.

7. Delivery, Shipping, and Packaging GJ Information to USAO.

The GJ information must be protected from unauthorized and/or inadvertent disclosure at all times. This includes during shipment and electronic transfer or delivery to the USAO. The Contractor must either (1) hand carry, (2) use government approved messengers/messenger service, (3) use the U.S. Postal Service from an official post office or picked-up by a U.S. Postal employee, (4) use an overnight mail service with the online capability to track packages shipped and delivered, or (5) use a secure government provided file exchange system. The USAO must approve the method(s) before the Contractor can use a given method of delivery. The Contractor must maintain a delivery or shipping log, double-wrap GJ information (envelope within an envelope or box within a box, etc., with the inner packaged marked GJ Information), and must notify the USAO in advance when GJ information is shipped or is electronically transmitted by the Government's file exchange system to the USAO. The use of curbside collection is strictly prohibited when mailing packages containing GJ information.

a. Packing Materials. Grand Jury Information and Transcripts must be double wrapped in two opaque layers; both of which provide reasonable evidence of tampering and which conceal the contents. The inner enclosure shall clearly identify the address of both the sender and the intended recipient, and must clearly display the following warning notice:

GRAND JURY MATERIAL ENCLOSED
TO BE OPENED BY AUTHORIZED PERSONNEL ONLY
UNAUTHORIZED VIEWING OF THIS MATERIAL IS A VIOLATION OF THE LAW

The outer enclosure shall also clearly identify the address of both the sender and the intended recipient except that no markings to indicate that the contents contain grand jury information shall be visible.

b. Using the U.S. Postal Service. When documents cannot be personally transported between authorized recipients, or by official couriers or messengers, the transmittal of GJ information and related working papers shall be transferred by the U.S. Postal Service Certified Mail with a return receipt. Facsimile is not permitted.

c. Using a Commercial Overnight Service. When an urgent requirement exists for overnight delivery of GJ information, the USAO may authorize the use of an overnight delivery service. Any such delivery service shall be U.S. owned and operated, provide automated in-transit tracking of the package, and ensure package integrity during transit. The sender is responsible for ensuring that an authorized person will be available to receive the delivery and verification of the correct mailing address. The release signature block on the receipt label must not be waived under any circumstances. The use of external (street side) collection boxes is prohibited. The package

must be physically handed to a uniformed employee of the delivery service and immediately registered into the automated tracking system.

d. Messenger/Courier Services. For the purpose of this contract, any messenger or courier service used by the Contractor is considered a sub-contractor or the contractor's employee and all security requirements apply.

e. File Exchange System. The use of the Government's file exchange system is an efficient and secure means of exchanging materials with the USAO. The CO will provide the file exchange system details, requirements, and procedures to the Contractor upon request.

8. Transportation of and/or Transmitting GJ Information to USAO.

The GJ information is vulnerable to loss, tampering, and even theft during transportation. Equipment used for recording and processing GJ information is also vulnerable to criminal activity. The Contractor must provide and ensure safe transport of GJ material from point of origin directly to facility previously approved by the USAO for the processing and/or storage of GJ information. Local delivery and courier services contracted by the Contractor to deliver GJ information to the USAO must be known to and approved by the USAO.

9. Site Security Reviews and Governmental Oversight.

The COR or a designated USAO representative may conduct an initial and/or recurring security review(s) of the Contractor's location(s) where GJ information is or is to be processed and/or stored.

a. Preliminary Security Review. Prior to the award of a GJ Court Reporter contract, the COR may assess the ability and feasibility of the Contactor to provide and sustain the security requirements contained in the Statement of Work. An inability to provide and sustain the security requirement, in whole or in part, could be cause for disqualification or warrant special arrangements with the USAO to process and store the materials within USAO space and control vice in a commercial facility and/or residence.

b. Initial and Periodic Security Review. At the time of award and periodically thereafter as determined by the COR and/or at the request of the Contractor, the COR or other designated USAO representative may complete an on-site security reviews of the Contractor's facility. The areas subject to inspection include all primary and secondary GJ processing locations and storage locations including proofreading sites. The purpose for the review is to ensure that all of the security requirements and expectations outlined in the Contract are in place and sufficient to ensure the proper protection of the GJ information. The Government's *Federal Grand Jury Court Reporter Contract Security Review Checklist* is included in this Contract and will be used by the Government to complete the site security reviews. The results of the security review could result in termination for cause, issuance of a cure notice, or other remedial action as determined appropriate by the Government.

c. Essential Security Information. The Contractor is required to provide the Government (prior to the start of work and update as needed) the following specific essential security information:

1) The business name and owner.
2) The contactor's physical and mailing address(es) and telephone number(s).
3) A list of any other United States Attorney Offices (USAOs) supported by the contractor.
4) The list of government approved court reporter(s) to perform work under the contract along with the form and date of their latest completed background investigation or the date of temporary waiver if provided by the government; if a national security clearance is also required, list the level and date of clearance.
5) The business name(s), address(es) and telephone number(s) of any sub-contractor(s) including proofreaders.
6) The name(s) of the government approved sub-contractor personnel to perform work under the contractor along with the form and date of their completed background investigation or temporary waiver if provided by the government; if national security clearances are required by the contract, the level and date of clearance.
7) Processing and storage location information:
8) The physical address(es) where grand jury materials will be processed, reviewed and stored by the contractor.
9) Indicate the type of facility (commercial leased space, private residence, etc.).
10) The names of individuals having access (possess alarm code, key, etc.) to the location (room or area) approved by the government for processing and/or storing grand jury information. If it is a private home or a multi-use business location, also describe how the material will be safeguarded against unauthorized, inadvertent, or illegal access by other residents, employees, and guests.
11) The alarm service company name, address, and telephone number.
12) The list of government approved IT processing and storage device(s) consisting of make, model, serial number, and the names of approved users; also indicate who has "administrative privileges and/or rights" over the devices.
13) The location, brand, and model of safe(s) used to store grand jury materials and the date the combination was last changed.

14) The names of individuals having physical access to the government approved contractor maintained safe(s) and also those knowing each safe's combination.

15) The method of delivering or transporting grand jury materials to the USAO.

10. Reporting Requirements.

a. It is the Contractor's obligation to report any incident or situation that places the GJ information at risk of loss, unauthorized disclosure, unapproved review, theft, or tampering. It is essential that this be recorded, the COR informed, and measures taken to immediately minimize or mitigate risk(s). If a theft or break-in, or attempt thereof occurs, the local police are to be contacted. A copy of the police report is to be provided to the COR as soon as available.

b. The Government may request and require the execution of an inadvertent and/or unauthorized disclosure agreement as needed and appropriate. The COR will advise when and how this will be accomplished and will provide an agreement form when appropriate. In essence, the agreement provides notice that access was not approved and/or allowed and any further unauthorized disclosure could subject the individual to certain civil and criminal penalties, including being held in contempt of court.

(end of clause)

Section 3 - Contract Clauses

52.212-4 Alt I Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2023) - Alternate I (Nov 2021)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. _____ [*Insert portion of labor rate attributable to profit.*]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment*. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g*., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes*. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes*. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions*. (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.,* incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate:

_____ [*Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.*]; and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the

full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g*., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments.* (1) *Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs.* Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: _____[*Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."*]

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.).* The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: _____ [*Insert a fixed amount for the indirect costs and payment schedule. Insert "$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None')."*]

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price.* The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost--

(A) Any invoices or subcontract agreements substantiating material cost; and

(B) Any documents supporting payment of those invoices.

(5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final Decisions*. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in

no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims*. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment*. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT)*. If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes*. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience*. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined

that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t)[Reserved].

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (*e.g.*, "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services (Nov 2023) - Alternate I (Nov 2021)

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

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov		
Clause	Title	Fill-ins (if applicable)
52.202-1	Definitions (Jun 2020)	
52.203-3	Gratuities (Apr 1984)	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded (Jan 2025)	
52.212-5	Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Oct 2025)	(b)(2): "X" (b)(3): "X" (b)(6): "X" (b)(7): "X" (b)(8): "X"

Clause	Title	Fill-ins (if applicable)
		(b)(16): "X" (b)(27): "X" (b)(28): "X" (b)(35)(i): "X" (b)(38): "X" (b)(57): "X" (b)(58): "X" (b)(59): "X" (b)(60): "X" (b)(61): "X" (c)(1): "X" (c)(3): "X" (c)(7): "X" (c)(8): "X"
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.242-13	Bankruptcy (July 1995)	

Clauses By Full Text

2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (NOV 2020)

(a) “Unsafe condition” as used in this clause means the actual or potential exposure of Contractor or Government employees to a hazardous material.
(b) “Hazardous Material” as used in this clause includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract), any other potentially hazardous material requiring safety controls, or any other material or working condition designated as hazardous by the Contracting Officer's Representative (COR).
(c) 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.
(d) Prior to commencement of work, Contractors are required to inspect for and report to the Contracting Officer 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.
(e) 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.
(f) 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.
(g) 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)

DOJ-01 Whistleblower Information Distribution (Oct 2021)

Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract (https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.906 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required.

(End of Clause)

DOJ-02 Contractor Privacy Requirements (JAN 2022)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

In accordance with FAR 52.224-1 Privacy Act Notification (APR 1984) and FAR 52.224-2 Privacy Act (APR 1984), if this contract requires Contractor personnel to have access to information protected by the Privacy Act of 1974, the contractor is advised that the relevant DOJ system of records notices (SORNs) applicable to this Privacy Act information may be found at https://www.justice.gov/opcl/doj-systems-records.[1] Applicable SORNs published by other agencies may be accessed through those agencies' websites or by searching the Federal Digital System (FDsys) available at http://www.gpo.gov/fdsys/. SORNs may be updated at any time.

(2) Prohibition on Performing Work Outside a Government Facility/Network/Equipment

Except where use of Contractor networks, IT, other equipment, or Workplace as a Service (WaaS) is specifically authorized within this contract, the Contractor shall perform all tasks on authorized Government networks, using Government-furnished IT and other equipment and/or WaaS and Government information shall remain within the confines of authorized Government networks at all times. Any handling of Government information on Contractor networks or IT must be approved by the Senior Component Official for Privacy of the component entering into this contract. Except where remote work is specifically authorized within this contract, the Contractor shall perform all tasks described in this document at authorized Government facilities; the Contractor is prohibited from performing these tasks at or removing Government-furnished information to any other facility; and Government information shall remain within the confines of authorized Government facilities at all times. Contractors may only access classified materials on government furnished equipment in authorized government owned facilities regardless of remote work authorizations.

(3) Prior Approval Required to Hire Subcontractors

The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (Subcontractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under or relating to this contract. The Contractor (and any Subcontractor) is required to abide by Government and Agency guidance for protecting sensitive and proprietary information.

(4) Separation Checklist for Contractor Employees

The Contractor shall complete and submit an appropriate separation checklist to the Contracting Officer before any employee or Subcontractor employee terminates working on the contract. The Contractor must submit the separation checklist on or before the last day of employment or work on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposition of personally identifiable information (PII)[2], in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to PII or other sensitive information.

In the event of adverse job actions resulting in the dismissal of a Contractor or Subcontractor employee before the separation checklist can be completed, the Prime Contractor must notify the Contracting Officer within 24 hours and confirm receipt of the notification. In the case the Contractor is unable to notify the Contracting Officer, then the Contractor should notify the Contract Officer's Representative (COR).

Contractors must complete the separation checklist with the Contracting Officer or COR by returning all Government-furnished property including, but not limited to, computer equipment, media, credentials and passports, smart cards, mobile devices, Personal Identity Verification (PIV) cards, calling cards, and keys and terminating access to all user accounts and systems. Unless the Contracting Officer requests otherwise, the relevant Program Manager or other Key Personnel designated by the Contracting Officer or COR may facilitate the return of equipment.

B. Privacy Training, Safeguarding, and Remediation

(1) Required Security and Privacy Training for Contractors

The Contractor must ensure that all employees take appropriate privacy training, including Subcontractors who have access to PII as well as the creation, use, dissemination and/or destruction of PII at the outset of the employee's work on the contract and every year thereafter. Training must include procedures on how to properly handle PII, including heightened security requirements for the transporting or transmission of sensitive PII, and reporting requirements for a suspected breach or loss of PII. These courses, along with more information about DOJ security and training requirements for Contractors, are available at https://www.justice.gov/jmd/learndoj. The Federal Information Security Modernization Act of 2014 (FISMA) requires all individuals accessing DOJ information to complete training on records management, cybersecurity awareness, and information system privacy awareness. Contractor employees are required to sign the "Privacy Rules of Behavior," acknowledging and agreeing to abide by privacy law, policy, and certain privacy safeguards, prior to accessing DOJ information. These Rules of Behavior are made available to all new users of DOJ's computer network and to trainees at the conclusion of DOJ-OPCL-CS-0005.

The Contractor should maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required privacy and cybersecurity training.

(2) Safeguarding PII Requirements

Contractor employees must comply with DOJ Order 0904 and other guidance published to the publicly-available Office of Privacy and Civil Liberties (OPCL) Resources page[3] relating to the safeguarding of PII, including the use of additional controls to safeguard sensitive PII (e.g., the encryption of sensitive PII). This requirement flows down from the Prime Contractor to all Subcontractors and lower tiered subcontracts.

(3) Non-Disclosure Agreement Requirement

Prior to commencing work, all Contractor personnel that may have access to PII or other sensitive information shall be required to sign a Non-Disclosure Agreement (NDA) and the DOJ IT Rules of Behavior. The Non-Disclosure Agreement:

(a) prohibits the Contractor from retaining or divulging any PII or other sensitive information, or derivatives therefrom, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing; and

(b) requires the Contractor to report any loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII or other sensitive information to the component-level or headquarters Security Operations Center within one (1) hour of discovery.

The Contractor should maintain signed copies of the NDA for all employees as a record of compliance. The Contractor should also provide copies of each employee's signed NDA to the Contracting Officer before the employee may commence work under the contract/task order.

(4) Prohibition on Use of PII in Vendor Billing and Administrative Records

The Contractor's invoicing, billing, and other financial or administrative records or databases is not authorized to regularly store or include any sensitive PII or other confidential government information that is created, obtained, or provided during the performance of the contract without the written permission of the Senior Component Official for Privacy (SCOP). It is acceptable to list the names, titles and contact information for the Contracting Officer, COR, or other personnel associated with the administration of the contract in the invoices as needed.

(5) Reporting Actual or Suspected Data Breach

Contractors must report any actual or suspected breach of PII within one hour of discovery.[4] A "breach" is an incident or occurrence that involves the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The report of a breach must be made to DOJ. The Contractor must cooperate with DOJ's inquiry into the incident and efforts to minimize risks to DOJ or individuals, including remediating any harm to potential victims.

(a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01[5], Reporting and Response Procedures for a Breach of Personally Identifiable Information.

(b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial discovery.

(c) The Contractor must provide a written report to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:

(i) Narrative or detailed description of the events surrounding the suspected loss or compromise of information.[6] Date, time, and location of the incident.
(ii) Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.
(iii) Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.[7]
(iv) Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
(v) Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.[8]
(vi) Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
(vii) Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

(d) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(e) At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access PII or to work on that contract based on their actions related to the loss or compromise of PII.

(6) Victim Remediation

At DOJ's request, the Contractor is responsible for notifying victims and providing victim remediation services in the event of a breach of PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose PII was lost or compromised. When DOJ requests notification, the Department Chief Privacy and Civil Liberties Officer and SCOP will direct the Contractor on the method and content of such notification to be sent to individuals whose

PII was breached. By performing this work, the Contractor agrees to full cooperation in the event of a breach. The Contractor should be self-insured to the extent necessary to handle any reasonably foreseeable breach, with another source of income, to fully cover the costs of breach response, including but not limited to victim remediation.

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

(a) The Contractor must ensure that all employees and Subcontractors that have access to PII as well as to those involved in the creation, use, dissemination and/or destruction of PII take the *DOJ Records and Information Training for New Employees (RIM)* training course or another training approved by the Contracting Officer or COR. This training will be provided at the outset of the Subcontractor's/employee's work on the contract and every year thereafter. The Contractor shall maintain copies of certificates as a record of compliance and must submit an email notification annually to the COR verifying that all employees working under this contract have completed the required records management training.

(b) The Contractor agrees to comply with Federal and Agency records management policies, including those policies associated with the safeguarding of records containing PII and those covered by the Privacy Act of 1974. These policies include the preservation of all records created or received regardless of format, mode of transmission, or state of completion.

(2) Records Creation, Ownership, and Disposition

(a) The Contractor shall not create or maintain any records not specifically tied to or authorized by the contract using Government IT equipment and/or Government records or that contain Government Agency information. The Contractor shall certify, in writing, the appropriate disposition or return of all Government information at the conclusion of the contract or at a time otherwise specified in the contract. In accordance with 36 CFR 1222.32, the Contractor shall maintain and manage all Federal records created in the course of performing the contract in accordance with Federal law. Records may not be removed from the legal custody of DOJ or destroyed except in accordance with the provisions of the agency records schedules.

(b) Except as stated in the Performance Work Statement and, where applicable, the Contractor's Commercial License Agreement, the Government Agency owns the rights to all electronic information (electronic data, electronic information systems or electronic databases and all supporting documentation and associated metadata created as part of this contract. All deliverables (including all data and records) under the contract are the property of the U.S. Government and may be considered federal records, for which the Agency shall have unlimited rights to use, dispose of, or disclose such data contained therein. The Contractor must deliver sufficient technical documentation with all data deliverables to permit the agency to use the data.

(c) The Contractor shall not retain, use, sell, disseminate, or dispose of any government data/records or deliverables without the express written permission of the Contracting Officer or Contracting Officer's Representative. The Agency and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. Records may not be removed from the legal custody of the Agency or destroyed without regard to the provisions of the Agency records schedules.

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

The use of real data containing PII from any source for testing or training purposes is generally prohibited. The Contractor shall use synthetic or de-identified real data for testing or training whenever feasible.

(2) Requirements for Contractor IT Systems Hosting Government Data

The Contractor is required to obtain an Authority To Operate (ATO) for any IT environment owned or controlled by the Contractor or any Subcontractor on which Government data shall reside for the purposes of IT system development, design, data migration, testing, training, maintenance, use, or disposal.

(3) Requirement to Support Privacy Compliance

(a) If this contract requires the development, maintenance or administration of information technology[9], the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IPA is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IPA asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project[10] to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IPAs, PIAs, and SORNs, is located on the DOJ OPCL website (https://dojnet.doj.gov/privacy/), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

(b) If the contract involves an IT system build or substantial development or changes to an IT system that may require privacy risk assessment and documentation, the Contractor shall provide adequate support to DOJ to ensure DOJ can complete any required assessment, and IPA, PIA, SORN, or other supporting documentation to support privacy compliance. The Contractor shall work with personnel from the program office, OPCL, the Office of the Chief Information Officer (OCIO), and the Office of Records Management and Policy to ensure that the privacy assessments and documentation are kept on schedule, that the answers to questions in the documents are thorough and complete, and that questions asked by the OPCL and other offices are answered in a timely fashion. The Contractor must ensure the completion of required PIAs and documentation of privacy controls consistent with federal law and standards, e.g. NIST 800-53, Rev. 5; and compliance with the Privacy Act of 1974, E-Government Act of 2002, Federal Information Security Modernization Act of 2014, and key OMB guidelines, e.g., OMB Circular A-130.

[1] “[T]he term ‘record’ means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph.” 5 U.S.C. § 552a(a)(4). “[T]he term ‘system of records’ means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.” 5 U.S.C. § 552a(a)(5).
[2] As stated in FAR 52.224-3 and Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource (2016), “’personally identifiable information’ means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.” Regarding “sensitive PII,” “[t]he sensitivity level of the PII will depend on the context, including the purpose for which the PII is created, collected, used, processed, stored, maintained, disseminated, disclosed, or disposed. For example, the sensitivity level of a list of individuals’ names may depend on the source of the information, the other information associated with the list, the intended use of the information, the ways in which the information will be processed and shared, and the ability to access the information.” OMB Circular A-130, at App. II-2.
[3] The DOJ OPCL Resources page is available at https://www.justice.gov/opcl/resources.
[4] As stated in DOJ Instruction 0900, “Contractors must notify the Contracting Officer, the Contracting Officer’s Representative, and JSOC (or component-level SOC) within 1 hour of discovering any incidents, including breaches, consistent with this Instruction, guidance issued by the CPCLO, NIST standards and guidelines, and the US-CERT notification guidelines.”
[5] https://www.justice.gov/file/4336/download
[6] As stated in DOJ Instruction 0900, the description should include the type of information that constitutes PII; purpose for which PII is collected, maintained, and used; extent to which PII identifies a peculiarly vulnerable population; the determination of whether the information was properly encrypted or rendered partially or completely inaccessible by other means; format of PII (e.g., whether PII was structured or unstructured); length of time PII was exposed; any evidence confirming that PII is being misused or that it was never accessed.
[7] As stated in DOJ Instruction 0900, the report should include the nature of the cyber threat (*e.g.*, Advanced Persistent Threat, Zero Day Threat, data exfiltration) for cyber incidents.
[8] As stated in DOJ Instruction 0900, the report should include analysis on whether the data is accessible, usable, and intentionally targeted.
[9] As defined in 40 U.S.C. § 11101, the term “information technology” means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive

agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use (i) of that equipment or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product; includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.
[10] In this instance, the term “project” is used to scope the activities (e.g., creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, or disposing of information) covered by an IPA. A project is intended to be technology-neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other activity that may create potential privacy issues or privacy risks that would benefit from an IPA. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL.

(End of Clause)

DOJ-03 Personnel Security Requirements For Contractor Employees (Nov 2021)

Work performed under this contract will involve any one or more of the following: access to DOJ Information, which may include Controlled Unclassified Information (CUI), i.e., unclassified, sensitive DOJ information, and/or access to DOJ Information Technology (IT) systems, and/or unescorted access to DOJ space or facilities. Contractor employees will occupy Public Trust Positions, unless clause alternates are applied.

1. General Requirements

(a) (1) All references to “contract(or) personnel” and “contract(or) employee” in this clause means all individuals, without limitation, to include individuals employed by the contractor, team member, subcontractor, consultant, and/or independent contractor, who will have access to information of the Department of Justice (DOJ) or information that is within the custody and control of the DOJ, access to DOJ IT systems, and/or unescorted access to DOJ facilities/space in connection with the performance of this contract. “Employment” as used herein does not create nor imply an employer/employee relationship between the DOJ and contractor employees.

(b) (1) The type of security investigation required for each contractor employee will be governed by the type and risk level of information made available to the contractor employee. The contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the Security Programs Manager (SPM), in consultation with the Contracting Officer’s Representative if one is appointed, have received the requisite security approval.

(c) Except where specifically noted otherwise, the federal government will be responsible for the cost and conduct of the investigation.

(d) The contractor shall ensure that no contractor employee commences performance prior to receipt of a written authorization from the contracting officer, COR, or the SPM that performance by the respective contractor employee is authorized.

(e) The data and other information to which the contractor may have access as a result of this contract is the property of, and/or within the custody and control of, the Department, and its disclosure to third parties is governed by various statutes and regulations, the violation of which may subject the discloser to criminal penalties.

2. Citizenship and Residency Requirements

(a) Residency Requirement. (1) Contractor employees in Public Trust positions, both U.S. citizens and non-U.S. citizens, must meet the Department’s residency requirement if they will require access to DOJ information, IT systems, or unescorted access to facilities. For three years (not necessarily consecutive years) out of the last five years immediately prior to employment under the Department contract the contractor employee must have: (i) resided in the U.S.; (ii) worked for the U.S. in a foreign country as either an employee or contractor in a federal civilian or military capacity; or, (iii) been a dependent of a federal civilian or military employee or contractor working for the U.S. in a foreign country. At the Department’s sole discretion, the residency requirement may be waived by the Department Security Officer (DSO) for contractor employees on a case-by-case basis where justified by extenuating circumstances. The residency requirement does not apply to contractor employees residing in foreign countries that are hired to work in American embassies/

consulates/missions located outside of the United States and who require access to DOJ information, IT systems, or unescorted access *provided that* an adequate background investigation can be conducted, with favorable adjudication, as determined by the DSO.

(b) Citizenship. (1) Aside from the specific exceptions set forth in Section 1.2(b)(2), for Public Trust positions, the DOJ requires that contractor employees be U.S. citizens and nationals, or lawful permanent residents seeking U.S. citizenship. Any prospective non-U.S. citizen contractor employee who requires access to DOJ information systems, DOJ information, and/or unescorted facilities access must also have been granted a waiver as described below in paragraphs 1.2(d) and/or (e). The contractor is responsible for verifying that the non-U.S. citizens working under this contract are lawful permanent residents seeking U.S. citizenship.

(2) *Exception for Certain Non-U.S. Citizen Contractor Employees*: (i) Non-U.S. citizen expert witnesses, litigative consultants, and interpreters in rare foreign languages are not required to be lawful permanent residents seeking U.S. citizenship. However, they must be granted a waiver for access to unclassified DOJ information, whether CUI or not, DOJ IT systems, and/or unescorted facility access, as described below in paragraph 1.2(d) and (e), regardless of the duration of their duties. (ii) Non-U.S. Citizen contractor employees residing in foreign countries who are hired to work for the Department of Justice in American embassies/consulates/missions outside of the United States are not required to be lawful permanent residents seeking U.S. citizenship.

(c) Dual Citizenship. (1) U.S. citizens who hold dual citizenship with a foreign country are considered U.S. citizens within the meaning of this clause, and may be considered for, but are not entitled to, contract employment as U.S. citizens consistent with this clause. The means by which the contractor employee obtained or exercises his or her dual citizenship status will be a consideration in the Public Trust Investigation (PTI) adjudication, and/or waiver approval processes discussed in this clause.

(d) Access to DOJ Information Technology Systems. Non-U.S citizens are not authorized to access DOJ information technology (IT) systems or assist in the development, operation, management, or maintenance of DOJ IT systems, including providing IT system support, unless a waiver has been granted by the Head of the DOJ component or designee, with the prior concurrence of both the DSO and the DOJ Chief Information Officer, allowing computer access by the non-U.S. citizen. Such a waiver will be granted only in exceptional and unique circumstances on a case-by-case basis. It should be noted that the Justice Consolidated Office Network (JCON) is a sensitive DOJ IT system and any contractor employee who will need access to JCON must be a U.S. citizen or have received a waiver. In order for a waiver to be considered for approval: (1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; (2) The type of personnel security vetting that has been conducted on the individual, and vetting results, that would mitigate risk; and (3) The waiver must be in the best interest of the federal government.

(e) Access to Unclassified DOJ Information and Unescorted Access to DOJ Facilities or Space. (1) Except as provided under 1.2(b)(2), non-U.S. citizens are not authorized to access DOJ information and/or unescorted access to DOJ facilities or space, unless a waiver has been granted by the DSO, allowing access by the non-U.S. citizen. Such a waiver will be granted on a case-by-case basis where justified at the discretion of the DSO.

3. <u>Background Investigation Requirements</u>

(a) (1) Unless otherwise stated below, all contractor personnel are subject to a Public Trust Investigation (PTI). The SPM will determine the type of investigation for each contractor employee based on the risk category (i.e., the nature of the position and degree of harm that could be caused by the individual in that position) and whether the position is long-term or short-term. The PTI risk categories are listed below.

(i) <u>High Risk Positions</u>. The minimum background investigation required is a Tier 4 (T4) investigation, and the five-year reinvestigation required is a Tier 4R (T4R) investigation. The 2017 version of the Standard Form (SF) 85P, Questionnaire for Public Trust Positions, is required.
(ii) <u>Moderate Risk Positions</u>. The minimum background investigation required is a Tier 2 (T2) investigation. The five-year reinvestigation required is a Tier 2R (T2R) investigation. The 2017 version of the SF-85P is required.
(iii) <u>Low Risk/Non-Sensitive Positions</u>. The minimum background investigation required for Low Risk/Non-Sensitive positions is a Tier 1 (T1) investigation and the required five-year reinvestigation is also a Tier 1 (T1) investigation. The SF 85, Questionnaire for Non-Sensitive Positions, is required.

(b) *Exception for Expert Witnesses*. Expert Witnesses, litigative consultants, and interpreters in rare foreign languages may not be subject to full background investigation requirements if alternative security requirements are approved by the DSO.

(c) *Short-Term U.S. Citizen Contractor Employees*. Other than the exception in Section 1.3(b), short-term contractor employees (6 months or less) who are U.S. citizens are not subject to a full background investigation, however, must receive an approved pre-employment background investigation waiver. The required forms to complete and submit are listed in Section 1.4(b) and (c)(2).

(d) *Long-Term U.S. Citizen Contractor Employees*. Other than the exception in Section 1.3(b), all long-term U.S. citizen employees (longer than 6 months) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(e) *Non-U.S. Citizen Contractor Employees*. Other than the exception in 1.3(b), all non-U.S. citizen contractor employees regardless of performance duration (short or long term) are subject to a full background investigation in the risk category appropriate to the position they will hold.

(f) *Reciprocity*. (1) A Public Trust Investigation will be accepted under reciprocity if it meets the following guidelines: (i) the investigation is current (investigations are considered current if completed within the last five years) and favorably adjudicated, or the reinvestigation has been deferred; (ii) the investigation meets or exceeds the level of investigation required for the DOJ contractual instrument; (iii) there has been no continuous (not cumulative) break in federal contract/ service employment of two years or more; (iv) there is no derogatory information since the favorable fitness determination or adjudication that calls into question the individual's fitness based on character or conduct; and (v) the investigative record does not show conduct that is incompatible with the core duties of the new contract position. A "core duty" is a continuing responsibility that is of particular importance to the relevant covered position or the achievement of an agency's mission. Core duties will vary from position to position.

4. Background Investigation Process

(a) *e-QIP (or its successor)*. Public Trust background investigations/reinvestigations of contractor employees will be performed by the DCSA. The investigative process requires contractor employees to complete the Electronic Questionnaires for Investigations Processing (e-QIP) and provide additional information as specified in paragraph 1.4(b) below. Immediately after contract award, the contractor shall designate an employee as its "e-QIP Initiator" and provide the name of this person to the SPM. The e-QIP Initiator must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being given access to e-QIP. After the e-QIP Initiator's security approval is granted, the Contractor will be configured in e-QIP as a sub-agency to DOJ. The contractor will then be responsible for initiating investigations for all contract personnel, whose previous investigation does not meet reciprocity, in e-QIP for completion of the security questionnaire form and forwarding the electronic form with the remainder of the security package to the SPM. Subject to the prior written approval of the SPM, the contractor may designate an e-QIP Initiator for each subcontractor. Subcontractor e-QIP Initiators must have, at a minimum, a favorably adjudicated Tier 1 investigation and the appropriate DOJ security approval before being provided access to e-QIP.

(b) *Additional Documentation*. (1) In addition to completing the e-QIP questionnaire (see 1.4(a), above), the contractor shall ensure that each contractor employee occupying Public Trust Positions, including short-term employees, completes and submits the following information through the contractor's Corporate Security Officer:

(i) Digital Fingerprinting/FD-258 Applicant Fingerprint Card. Two sets are required per applicant. The contractor may schedule appointments with the SPM to be digitally fingerprinted; otherwise, fingerprinting by the FBI or other law enforcement entity, as approved by the SPM, is required to ensure the identity of the person being fingerprinted and for printing quality. All pertinent information must be completed by the individual taking the fingerprints (FBI or other). Use of the physical FD-258 Applicant Fingerprint Card should only be used in extenuating circumstances.
(ii) DOJ-555 Fair Credit Reporting Act Disclosure. Authorizes DOJ to obtain one or more consumer/credit reports on the individual. This form will be required if the Component SPM determines a credit check is necessary for its Low Risk Level 1 contractor positions.
(iii) OF-306, Declaration for Federal Employment.
(iv) Foreign National Relatives or Associates Statement. This is only required if foreign national relatives or associates were not disclosed on the security questionnaire form.
(v) Self-Reporting Requirements for All Contractor Personnel. This is an acknowledgement and acceptance statement that every contractor must sign.
(vi) Additional information as may be required based on the review of the security questionnaire form.

The contractor shall review all forms/documents to ensure each is complete, accurate and meets all DOJ requirements, including applicable residency and citizenship requirements. The contractor shall resolve any issues or discrepancies with the contractor employee, including resubmission of corrected forms or documentation. Completed forms/documents shall be submitted to the SPM (or designee, which may include the COR) within five (5) calendar days after being finalized.

(c) Adjudication and Pre-Employment Background Investigation Waivers

(1) Except as set forth in this section, background investigations must be conducted and favorably adjudicated for each contractor employee prior to commencing their work on this contract. Where programmatic needs do not permit the federal government to wait for completion of the entire background investigation, a pre-employment background investigation waiver for *public trust contractors* can be granted by the SPM, in consultation with the cognizant COR. Pre-employment waivers cannot be used to circumvent delays in clearing classified contractors through the DCSA, if access to classified information is required.

(2) As directed by the SPM, the contractor shall initiate pre-employment waivers for Public Trust Positions when necessary. This may entail performing credit history checks and submission of these checks as part of the security package, including satisfactory resolution of any issues prior to submission to the federal government. A waiver will be disapproved if it develops derogatory information that cannot be resolved in the contractor employee's favor. When a waiver has been disapproved, the CO, in consultation with the SPM and COR, will determine (i) whether the contractor employee will no longer be considered for work on a DOJ contract or (ii) whether to wait for the completion and favorable adjudication of the background investigation before the contractor employee commences work on a Department contract. The pre-employment background investigation waiver requirements include:

1. Verification of citizenship (copy of a birth certificate, naturalization certificate, or U.S. passport);
2. Verification of compliance with the *DOJ Residency Requirement* of this Clause;
3. Favorable review of the security questionnaire form;
4. Favorable FBI fingerprint results;
5. Favorable credit report;
6. Favorable review of the OF-306 form, Declaration for Federal Employment;
7. Verification of the initiation of the appropriate background investigation (for long-term personnel); and
8. Receipt of the signed DOJ *Self-Reporting Requirements for All Contractor Personnel* (see Section 6, below).

(3) The investigating agency (DCSA) will provide the SPM with the results of each proposed contractor employee's Public Trust investigation. Upon receipt of the investigation and any other pertinent documents from the investigating agency, the SPM will determine whether each proposed contractor employee should be granted employment security approval.

(4) The COR will notify the contractor of the results of Public Trust background investigations as they are completed and adjudicated, including any individual who is found ineligible for employment security approval. For any individual found ineligible for employment on a Department contract, the contractor shall propose a replacement and initiate the background investigation process consistent with this clause.

5. Identity Proofing and Badging

(a) Access to DOJ Information, federally-controlled IT systems, and/or unescorted access to federally-controlled facilities or space (regardless of whether the contractor employee will be issued a DOJ PIV card or building access badge) shall be made available after each respective contractor employee has (1) met the identity proofing requirements outlined below, and (2) completed all other security requirements stated elsewhere in this contract.

(b) (1) Public Trust contractor employees must appear in person at least once before a DOJ official or an official of a trusted contract company (i.e., has a facility security clearance) who is responsible for checking two forms of identification in original form prior to commencement of work by the contractor employee and PIV card or building access badge issuance (as applicable). Approval will be documented by the DOJ official or an official of a trusted contract company. (Acceptable documents are listed in Form I 9, Employment Eligibility Verification, and at least one document must be a valid state or federal government issued picture ID).

(c) [Reserved]

(d) All contractor employees requiring unescorted access to a DOJ controlled facility or space shall comply with the PIV card or building access badge requirements outlined below:

(i) When any contractor employee enters a DOJ building for the first time, he/she shall allow one hour for security processing and the creation and issuance of a building access badge. PIV cards require additional processing time and will not likely be issued on the same day.
(ii) Building access badges shall be subject to periodic review by the contractor employee's supervisor and checked against his/her personal identification. The contractor employees shall present themselves for the issuance of renewed badges when required by the government as scheduled by the COR or his/her designee. The contractor shall notify the COR when contractor employee badges are lost, and must immediately apply for reissuance of a replacement badge. The contractor shall pay for reissued building access badges at no cost to the government. It is the contractor employee's responsibility to return badges to the COR or his/her designee when a contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

6. Employee Reporting Requirements

(a) All contractor employees must sign the DOJ *Self-Reporting Requirements for All Contractor Personnel* statement acknowledging and accepting the DOJ requirement that they immediately self-report certain information using the Department's iReport system. The COR or SPM will provide the Self-Reporting statement as well as a list of reportable information, which varies by position sensitivity designation, to the contractor employee before commencing work under the contract. If the contractor employee does not have access to the DOJ iReport System, the COR or SPM will provide a fillable form for the contractor employee to complete and submit.

(b) The COR and SPM will review the written report and documentation and make a determination regarding continued employment on a DOJ contract.

(c) DOJ reporting requirements are in addition to the DCSA reporting requirements and the contractor's internal reporting requirements.

7. Replacement Personnel

(a) The contractor shall make every effort to avoid costs to the government for security investigations for replacement of contractor employees, and in so doing shall ensure that otherwise satisfactorily performing and physically able contractor employees remain in contract performance for the duration of the contract. The contractor shall take all necessary steps to ensure that contractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and able to meet all other requirements stipulated in the contract.

(b) The fact that the government performs security investigations shall not in any manner relieve the contractor of its responsibility to ensure that all contract personnel are reliable and of reputable background and sound character. Should a security investigation conducted by the government and/or a contractor's self-report or failure to self-report render ineligible a contractor employee, the contracting officer will determine whether the contractor has violated this clause. The contracting officer may direct the contractor, at its own expense, to remove and replace any contractor personnel who fails to comply with or violates applicable requirements of this contract. Such action may be taken at the government's direction without prejudice to its rights under any other provision of this contract, including termination for default, and the contractor may be held liable, at a minimum, for all reasonable and necessary costs incurred by the government to (i) provide coverage (performance) through assignment of individuals employed by the government or third parties in those cases where absence of contractor personnel would cause either a security threat or DOJ program disruption and (ii) conduct security investigations in excess of those which would otherwise be required.

(c) Nothing in this clause shall require the contractor to bear costs involved in the conduct of security investigations for replacement of a contractor employee who separates from the contractor of his/her own accord, is incapacitated, or is deceased.

(d) The contractor shall comply with the terms and conditions set forth under this clause and assumes all liability for failure to comply. The rights and remedies conferred upon the government by this clause are in addition to all and other rights and remedies pursuant to the contract and as established by law.

(End of Clause)

52.224-1 Privacy Act Notification (Apr 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

52.203-17 Contractor Employee Whistleblower Rights (Nov 2023)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies established at 41 U.S.C. 4712 and Federal Acquisition Regulation (FAR) 3.900 through 3.905.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in FAR 3.900 through 3.905.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.232-18 Availability of Funds (Apr 1984)

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

(End of clause)

52.224-2 Privacy Act (Apr 1984)

(a) The Contractor agrees to--

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies--

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

Electronic Signatures

[EMPTY CLAUSE TEXT]

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via *https://www.sam.gov*.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 04/01/2026 through 03/31/2031 [*insert dates*].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order*. When the Government requires supplies or services covered by this contract in an amount of less than 5,000.00 [*insert dollar figure or quantity*], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order*. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of 100,000.00 [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of 100,000.00 [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 03/31/2031 [*insert date*].

(End of clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days [*insert the period of time within which the Contracting Officer may exercise the option*].

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 1 day [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days [*60 days unless a different number of days is inserted*] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 (months) (years).

(End of clause)
[END OF ADDENDUM TO FAR 52.212-4]

Section 4 - List of Attachments

Identifier	Title	Number of Pages
1	London - Laurel Co WD.pdf	
2	Covington - Kenton WD.pdf	
4	15JA0526Q00000091GJDECOVER Letter.pdf	
5	15JA0526Q00000091ATTACHMENTSGJDepo.pdf	

Section 5 - Solicitation Provisions

52.212-1 Instructions, Conditions and Notices to Offerors

52.212-1 Instructions to Offerors -- Commercial Items (JUN 2021)
(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --
(1) The solicitation number;
(2) The time specified in the solicitation for receipt of offers;
(3) The name, address, and telephone number of the offeror;
(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
(5) Terms of any express warranty;
(6) Price and any discount terms;
(7) “Remit to” address, if different than mailing address;
(8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
(9) Acknowledgment of Solicitation Amendments;
(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
(12) Complete the RFQ check list as provided in Attachment 3;
(13) Submit a fully completed Contractor Determination of Responsibility (Attachment 4-both top AND bottom portions) with a point of contact information (name, phone number, email address) of the financial institution representative that will verify he/she filled this questionnaire out;
(14) Do not alter or delete any preprinted information from SF-1449;
(15) Quotes are due to the Acquisitions Office by **2:00 pm EST** on **January 20, 2026**. Quotes submitted in response to this Request for Quote will only be received in the following manner: via email to elge.stevens@usdoj.gov. All eligible, responsible sources may submit a quote, which shall be considered. Quotes that are submitted late will not be evaluated. Questions may be emailed to Elge Stevens no later than **January 13, 2026**. At the Government’s discretion, questions may or may not be answered; questions that are answered may be provided to all prospective offerors. Telephone calls/voicemail will not be accepted or acknowledged; and
(16) All quotes will be evaluated on the following evaluation criteria:
1. Proposed Key Personnel
2. Past Performance
3. Experience
4. Price
All proposals/quotes shall be broken out into FOUR separate volumes and contain the following information:
(A) Volume I: Proposed Key
Personnel Provide resumes of prospective key personnel. The proposed key personnel are the court reporters that will perform the tasks identified in the Statement of Work, to include a videographer (as applicable). The resume(s) shall demonstrate the key personnel’s qualifications to provide the requested services and

demonstrate experience in projects of similar size, scope, complexity and results. The resume(s) shall list the Key Personnel's security clearance level, training and certifications, if any. Provide up to three (3) professional references for each proposed key personnel that can provide past performance information related to the type of work described in the Statement of Work. Key Personnel references must be clearly labeled "Key Personnel references" and be included in Volume I. If the key personnel do not have references, the offeror must so state (explicitly) in Volume I. The Government requires a minimum of one (1) court reporters and a maximum of two (2) court reporters for this effort. The Government will not consider proposals with less than the minimum number of proposed court reporters. If the offeror proposes more than the maximum number of court reporters, it will be at the discretion of the Contracting Officer to select the intended resumes for evaluation and award basis, up to the stated maximum number of court reporters. The Contractor shall also submit a full list of ALL contractor personnel that will have access to grand jury material (proofreader, office manager etc.). See Section H, subsection 1(d).

(B) Volume II: Past Performance

Provide up to three (3) organizational past performance references for commensurate projects that are in progress or were completed within the last three (3) years of the Solicitation Issue Date (See Standard Form 1449, block 6). If a Contractor will be using a subcontractor, up to three (3) references must be provided for the subcontractor as well. Past performance references may be from commercial or federal/state/local government contracts; however, similar support services performed for federal government customers generally will be considered more relevant than those done for commercial or state/local government customers. The Contracting Officer has the discretion to retrieve information via offeror supplied references, commercial sources and federal sources including, but not limited to: Contractor Performance Assessment Reporting System and Systems for Award Management.

Organizational past performance references must be clearly labeled "Organizational References" and be included in Volume II. If the organization does not have references, the offeror must so state (explicitly) in Volume II.

The following information is required for each reference:

(a) Customer name and address

(b) Point of contact (name, telephone number) for contractual/administrative matters and technical performance.

(c) Period of contract performance

(d) Description of work performed

If the prime contractor is submitting subcontractor(s) as part of the proposal/quote, include the subcontractor's signed written consent to allow the Government to discuss subcontractor's past performance with the prime contractor.

(C) Volume III: Experience

A summary of the Contractor's organizational experience demonstrating the Contractor's knowledge and ability to perform the duties and tasks reflected in the Statement of Work. This summary shall not exceed two (2) pages. Specifically address the type of recording method/equipment information being proposed and knowledge/ implementation of Grand Jury security measures and staffing accessibility. If the offeror's experience is not federal experience, the offeror must clearly demonstrate how its non-federal experience relates to the needs in the Statement of Work. The offeror must demonstrate the knowledge and understanding of the Government's needs. No more than two pages will be evaluated for purposes of award determination; if an Offeror provides more than a two page summary, only the first two pages will be evaluated.

(D) Volume IV: Price

Submit a price proposal as reflected in Section B to be evaluated for reasonableness. Do not include asterisks with exceptions or comments on these pages. Only state the price for the CLIN item based on the description of work provided. Any additions to the pricing page other than the CLIN price in the space provided will not be considered; and

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

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

destroyed during preaward testing.
(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.
(f) Late submissions, modifications, revisions, and withdrawals of offers.
(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.
(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—
(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or
(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government’s control prior to the time set for receipt of offers; or
(C) If this solicitation is a request for proposals, it was the only proposal received.
(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.
(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror’s initial offer should contain the offeror’s best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.
(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.
(i) Availability of requirements documents cited in the solicitation. (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--
GSA Federal Supply Service Specifications SectionSuite 8100
470 L’Enfant Plaza, SW
Washington, DC 20407

Telephone (202) 619-8925) Facsimile (202 619-8978).
(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.
(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--
(i) ASSIST (https://assist.dla.mil/online/start/).
(ii) Quick Search (http://quicksearch.dla.mil/).
(iii) ASSISTdocs.com (http://assistdocs.com).
(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—
(i) Using the ASSIST Shopping Wizard (https://assist.dla.mil/wizard/index.cfm);
(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197,
Facsimile (215) 697-1462.
(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.
(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding $3,500, and offers of $3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at http://fedgov.dnb.com/webform. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.
(k) System for Award Management. Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through https://www.acquisition.gov.
(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if
applicable:
(1) The agency’s evaluation of the significant weak or deficient factors in the debriefed offeror’s offer.
(2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
(4) A summary of rationale for award;
(5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
(End of Provision)
A.2 ADDENDUM TO FAR 52.212-1, Instructions, Conditions and Notices to Offerors

The terms and conditions for the following provisions are hereby incorporated into this solicitation as an addendum to FAR provision 52.212-1.
Provisions By Reference
52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov
Provision Title Fill-ins (if applicable) 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)

A.2 ADDENDUM TO FAR 52.212-1, Instructions, Conditions and Notices to Offerors

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

Provisions By Reference

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)		
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov		
Provision	Title	Fill-ins (if applicable)
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)	

Provisions By Full Text

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

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

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) *Definitions*. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(c) *Representations*.

(1) The Offeror represents that it __ does, __ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it __ does, __ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) 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 suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was 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 action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

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

(2) It is __ is not __ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and *substantial or essential component* have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to--

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures*. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) *Representations*. The Offeror represents that--

(1) It __ will, __ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that--

It __ does, __ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures*.

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

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

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment--

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

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

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

(ii) For covered services--

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

52.203-11 Certification And Disclosure Regarding Payments to Influence Certain Federal Transactions (Sept 2024)

(a) *Definitions.* As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).

(b) *Prohibition*. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12) are hereby incorporated by reference in this provision.

(c) *Certification*. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

(d) *Disclosure*. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) *Penalties*. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to civil penalties as provided in 31

U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(End of provision)

52.209-5 Certification Regarding Responsibility Matters (Aug 2020)

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

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

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

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

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

(D) Have __, have not __, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) for which the liability remains unsatisfied.

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

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

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

(2) Examples.

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

52.216-27 Single or Multiple Awards (Oct 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

2852.233-70 Protests Filed Directly with the Department of Justice (NOV 2020)

(a) The following definitions apply in this provision:

(1) “Agency Protest Official” (APO) means the Deciding Official for a procurement protest filed with a contracting activity of DOJ when the contracting officer will not be the Deciding Official because of the protestor's election under JAR 2833.103(b)

(2) “Deciding Official” means the official who will review and decide a procurement protest filed with the agency. The Deciding Official will be the contracting officer unless the protestor requests pursuant to JAR 2833.103(b) that the protest be decided by an individual above the level of the contracting officer, in which case the HCA will designate an APO to serve as the Deciding 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) Only interested parties may file a protest.

(c) An interested party filing a protest with the DOJ has the choice of requesting either that the Contracting Officer or the APO decide the protest.

(d) A protest filed directly with the DOJ shall:

(1) Indicate that it is a protest to DOJ.

(2) Be filed with the Contracting Officer.

(3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.

(4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
(5) Include the information required by FAR 33.103(d)(2):
(i) Name, address, facsimile number and telephone number of the protestor.
(ii) Solicitation or contract number.
(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
(iv) Copies of relevant documents.
(v) Request for a ruling by the agency.
(vi) Statement as to the form of relief requested.
(vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
(viii) All information establishing the timeliness of the protest.
(e) The decision by the APO is an alternative to a decision by the Contracting Officer. The APO will not consider appeals from the Contracting Officer's decision on an agency protest and a decision by the APO is final and not appealable.
(f) The Deciding Official may conduct a scheduling conference. The scheduling conference, if conducted, 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.
(g) Oral conferences may take place either by telephone or in person.
(h) The protestor has only one opportunity to support or explain the substance of its protest. DOJ procedures do not provide for any discovery. The deciding official may request additional information from the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
(i) A protestor may represent itself or be represented by legal counsel. The DOJ will not reimburse the protester for any legal fees related to the agency protest.
(j) The DOJ will stay award or suspend contract performance in accordance with FAR 33.103(f), unless the contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Government. The justification or determination shall be approved at a level above the Contracting Officer. The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
(k) The deciding official will make a best effort to issue a decision on the protest within thirty-five (35) days after the filing date. The decision shall be written, and provided to the protestor using a method that provides for evidence of receipt.
(l) The DOJ may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a forum outside DOJ.
(End of Clause)

Section M Evaluation Factors for Award

Evaluation Procedures

The EOUSA intends to enter into an award with an Offeror to provide Grand Jury and Deposition Court Reporting Services. In order to make an award, the EOUSA will review information submitted by Offeror. Quotation shall be prepared in accordance with and comply with the instructions contained in Section 5 of this RFQ. The technical submission will be evaluated separately from the price submission. The quote will be evaluated in accordance with the evaluation factors listed herein.

Basis for Award

Award shall be made to the Offeror, in conforming to this Request for Quotes, that provides an overall best value to the Government, technical factors, and price considered. The Government's objective is to obtain the highest technical quality considered necessary to achieve the service objectives, with a realistic and reasonable price. Since it is in the best interest of the Government to consider award to other than the lowest priced Offeror, or other than the highest technically rated Offeror, the Government will select the quote that represents the best value to the Government. Technical and other evaluation factors are significantly more important than price.

The Government reserves the right not to make an award as a result of this solicitation if, in the opinion of the Government, the submission would not provide satisfactory performance at a price that is considered fair and reasonable and/or economically feasible.

Technical Evaluation Factors for Award

The EOUSA intends to contract to the Offeror whose quote is determined to be the best value to the Government. The following three factors will be equally weighted in the EOUSA's evaluation of quotes: (1) Qualifications of Key Personnel , (2) Past Performance, (3) Past Experience and Price.
The quote will be evaluated and scored on technical factors and price. The quote will be evaluated on the information provided by the Offeror and obtained through reference checks and other available information.
Evaluation Factor #1 – Qualifications Key Personnel
The Offeror must submit one (1) resume for each individual being proposed in a Key Personnel position. The Offeror's prospective candidate's resume and experience will be evaluated as indication of the ability to perform in accordance with the solicitation. The proposed Key Personnel will be evaluated on the extent to which they demonstrate the appropriate education, technical credibility, training, etc., in relation to the task areas described in the Statement of Work Statement/Section 2. In addition, they will be evaluated on their experience in relevant court reporting relevant knowledge within their respective subject areas of expertise.
Evaluation Factor #2 - Past Performance
The EOUSA may utilize other sources to evaluate past performance in addition to the references provided by the Offeror. The EOUSA will evaluate the breadth and depth of the offeror's past performance and the degree to which the offeror's past performance was positive taking into consideration the offeror's technical effectiveness, timeliness of performance, and management effectiveness. The Offeror will be evaluated based on their past performance experience. The offeror shall submit a up to three(3) past experience /past performance references of similar work and scope. Evaluation will be based on the relevancy of recent efforts accomplished by the offeror. Other information that may be obtained, including how well the offeror cooperated with the client, the quality and timeliness of work delivered, and if costs were properly controlled (if applicable) will also be evaluated. Past performance information will also be accessed by the Government from available online databases, including sources such as the Contractor Performance Assssment Rating System (CPARS) and System for Award Management (SAM); as well as any other source for past performance information available to the Contracting Officer.
Evaluation Factor #3 - Past Experience
The Offeror will be evaluated on their ability to demonstrate technical sufficiency in their proposed technical and management approach to perform and support the requirements of this SOW. This section of the Contractor's proposal shall address information regarding how the proposed Task(s) identified in Section C will be performed, the various resources that will be used to facilitate performance, and an identification of potential difficulties in conducting the work and practical suggestions for overcoming these difficulties The EOUSA may utilize other sources to evaluate past experience in addition to the references provided by the Offeror.
The EOUSA will evaluate the breadth and depth of the offeror's past experience and the degree to which the offeror's past experience was positive taking into consideration the offeror's technical effectiveness, timeliness of performance, and management effectiveness.
The Offeror will be evaluated based on their past experience. The offeror shall submit a up to three(3) past experience demonstrating the ability to perform the duties and task of similar work and scope. Evaluation will be based on the relevancy of recent efforts accomplished by the offeror.
Price
The price quote will be evaluated separately from the technical volume. The Government will evaluate the Offeror's proposed price for price reasonableness. The non-price/cost factors (i.e.,Qualifications of Key Personnel, Past Performance and Past Experience), together, are more important than Price. To ensure your quotation contains all the information and content required for a positive evaluation pursuant to these evaluations factors, refer to Quotation Preparation Instructions.
[END OF ADDENDUM TO FAR 52.212-1]

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services (Oct 2025)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through *https://www.sam.gov*. If

the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

Inverted domestic corporation, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except--

(1) PSC 5510, Lumber and Related Basic Wood Materials;

(2) Product or Service Group (PSG) 87, Agricultural Supplies;

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

(5) PSC 9410, Crude Grades of Plant Materials;

(6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) PSC 9610, Ores;

(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology--

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

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

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

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

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern--

(1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).

(3) *Service-disabled veteran, as used in this definition*, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that--

(1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or

(2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that--

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned--

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/ divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned and controlled by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with 13 CFR 127.300.

(b)(1) *Annual Representations and Certifications*. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through *http://www.sam.gov*. After reviewing the SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[*Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.*

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.

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 electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that--

(i) It __ is, __ is not a small business concern; or

(ii) It __ is, __ is not a small business joint venture that complies with the requirements of 13 CFR 121.103(h) and 13 CFR 125.8(a) and (b). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

(2) *Veteran-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents as part of its offer that it __ is, __ is not a veteran-owned small business concern.

(3) *SDVOSB concern*. [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision*.] The offeror represents that it __ is, __ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program*. The offeror represents that it __ is, __ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [*Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

(5) *Small disadvantaged business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, that it __ is, __ is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

(6) *Women-owned small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it __ is, __ is not a women-owned small business concern.

(7) *WOSB joint venture eligible under the WOSB Program*. The offeror represents that it __ is, __ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

(i) It __ is, __ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; or

(ii) It __ is, __ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall provide representation of its WOSB status.

(8) *Economically disadvantaged women-owned small business (EDWOSB) joint venture*. The offeror represents that it __ is, __ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.]

(i) It __ is, __ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; or

(ii) It __ is, __ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.] Each EDWOSB concern participating in the joint venture shall provide representation of its EDWOSB status.

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it __ is a women-owned business concern.

(10) *Tie bid priority for labor surplus area concerns*. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: _____

(11) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that--

(i) It __ is, __ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

(ii) It __ is, __ is not a HUBZone joint venture that complies with the requirements of 13 CFR 126.616(a) through (c). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) *Representations required to implement provisions of Executive Order 11246*--

(1) Previous contracts and compliance. The offeror represents that--

(i) It __ has, __ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It __ has, __ has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that--

(i) It __ has developed and has on file, __ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It __ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).* (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American--Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]

(3) Domestic end products containing a critical component:

Line Item No. _____.

[*List as necessary*]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(g)(1) *Buy American--Free Trade Agreements--Israeli Trade Act Certificate*. (Applies only if the clause at FAR 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahraini, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahraini, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	**Country of origin**
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	**Country of origin**	**Exceeds 55% domestic content (yes/no)**
_____	_____	_____
_____	_____	_____
_____	_____	_____

[*List as necessary*]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

Line Item No. _____

[*List as necessary*]

(v) The Government will evaluate offers in accordance with the policies and procedures of FAR part 25.

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II*. If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Israeli End Products:

Line item No.
_____
_____
_____

[*List as necessary*]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III*. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(g)(1)(ii) The Offeror certifies that the following supplies are Korean end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Korean End Products or Israeli End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin
_____	_____
_____	_____
_____	_____

[*List as necessary*]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).* (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2) __ Have, __ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) __ Are, __ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

(i) Taxes are considered delinquent if both of the following criteria apply:

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

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

(ii) *Examples*.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products (Executive Order 13126)*. [*The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b)*.]

(1) *Listed end products.*

Listed end product	Listed countries of origin
_____	_____
_____	_____
_____	_____

(2) *Certification.* [*If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.*]

__ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

__ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly--

(1) __ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) __ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [*The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.*]

__ (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror __ does __ does not certify that--

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

__ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror __ does __ does not certify that--

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies--

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).* (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

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

__ TIN: _____.

__ TIN has been applied for.

__ TIN is not required because:

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

__ Offeror is an agency or instrumentality of a foreign government;

__ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

__ Sole proprietorship;

__ Partnership;

__ Corporate entity (not tax-exempt);

__ Corporate entity (tax-exempt);

__ Government entity (Federal, State, or local);

__ Foreign government;

__ International organization per 26 CFR 1.6049-4;

__ Other _____.

(5) *Common parent.*

__ Offeror is not owned or controlled by a common parent;

__ Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

(i) It __ is, __ is not an inverted domestic corporation; and

(ii) It __ is, __ is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

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

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror--

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

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

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

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if--

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it __ has or __ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code:
_____.

Immediate owner legal name:
_____.
(*Do not use a "doing business as" name*)

Is the immediate owner owned or controlled by another entity: __ Yes or __ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code:
_____.

Highest-level owner legal name:
_____.
(*Do not use a "doing business as" name*)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that--

(i) 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 suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was 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 action is not necessary to protect the interests of the Government.

(2) The Offeror represents that--

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

(ii) It is __ is not __ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it __ is or __ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code:
_____ (or mark "Unknown")

Predecessor legal name:
_____
(*Do not use a "doing business as" name*)

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received $7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than $7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation*. *[Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]*. (i) The Offeror (itself or through its immediate owner or highest-level owner) __ does, __ does not publicly disclose greenhouse gas emissions, *i.e.,* makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) __ does, __ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.,* make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported: _____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation*. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (*e.g.,* agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation*. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (*https://www.sam.gov*) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that--

(i) It __ does, __ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it __ does, __ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)