U.S. Department of Justice
Federal Bureau of Prisons
Administration Division

Field Acquisition Office
Grand Prairie, Texas 75051

RE: Request for Quote 15BFA023Q00000117
Elevator Maintenance and Repair Services
Metropolitan Detention Center (MDC) Brooklyn, New York

Dear Quoter:

Attached is a solicitation package prepared by the Federal Bureau of Prisons, Field Acquisition Office, for the provision of elevator maintenance and repair services for MDC Brooklyn located in Brooklyn, New York. This package contains all necessary information to submit a quote.

When submitting your quote, you shall consider all information provided herein. Please carefully follow all instructions located on pages 44 of 62 and 46 of 62 of the solicitation package concerning content, format, and submission of quotes.

All potential quoters are advised that this solicitation includes the provision at FAR 52.204-7 *System for Award Management* which requires that an offeror be registered in SAM when submitting an offer or quote and continue to be registered throughout the duration of the contract. Quoters should include their Unique Entity Identifier Number (UEI) number in their quotes. The Contracting Officer will verify registration in the SAM database prior to award by entering the potential awardees UEI number into the SAM database. Failure to complete the registration procedures outlined in this clause may result in elimination from consideration for award. For the purposes of this solicitations, all quoters SAM registration should include NAICS code 238290.

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

Quotes shall be received on or before the deadline listed on the SF1449. Quotes shall be submitted electronically via email to t8johnson@bop.gov in pdf format only and will be deemed received at the time as indicated on the email notification. *Faxed and hand delivered quotes will not be accepted.*

Please submit any questions you may have in writing. Questions may be submitted via email to t8johnson@bop.gov

Sincerely,

Tammie Johnson

Tammie Johnson, Contracting Officer

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
15BR023PR000244	62

2. CONTRACT NUMBER	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE
			15BFA023Q00000117	12/05/2023

7. FOR SOLICITATION INFORMATION CALL:	a. NAME	b. TELEPHONE NUMBER (*No collect calls*)	8. OFFER DUE DATE / LOCAL TIME
	Tammie Johnson t8johnson@bop.gov	202-598-6012	12/26/2023 09:00 CT

9. ISSUED BY — CODE 15BFA0
Federal Bureau of Prisons
Field Acquisition Office
U.S. Armed Forces Reserve Complex
346 Marine Forces Drive
Grand Prairie, TX 75051

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 238290
SIZE STANDARD: 22,000.00

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	13b. RATING
[ ] SEE SCHEDULE		[ ]	14. METHOD OF SOLICITATION: [X] REQUEST FOR QUOTE (RFQ) [ ] INVITATION FOR BID (IFB) [ ] REQUEST FOR PROPOSAL (RFP)

15. DELIVER TO — CODE 15BBR0
Federal Bureau of Prisons
MDC Brooklyn
80 29th Street
Brooklyn, NY 11232

16. ADMINISTERED BY — CODE 15BBR0
Federal Bureau of Prisons
MDC Brooklyn
80 29th Street
Brooklyn, NY 11232

17a. CONTRACTOR/ OFFEROR — CODE — FACILITY CODE
TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY — CODE BBRO
Federal Bureau of Prisons
MDC Brooklyn
PO BOX 38
Fort Dix, NJ 08640

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

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
	Provision of elevator maintenance and repair in accordance with the SOW for MDC Brooklyn. Firm Fixed Price 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*)

- [ ] 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 — [ ] 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

[ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ 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*)	31c. DATE SIGNED
		Tammie Johnson	

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 ☐ PARTIAL ☐ FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT ☐ COMPLETE ☐ PARTIAL ☐ FINAL	37. CHECK NUMBER
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 1 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Year - Estimated maximum for maintenance for 11 elevators at MDC Brooklyn. PSC: J036	12	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Base Year - Estimated maximum for maintenance for 6 elevators at Dayton Manor (Staff Housing at FDC Brooklyn). PSC: J036	12	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Base Year - Estimated maximum for elevator call backs - Regular Time. PSC: J036	80	HR	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Base Year - Estimated maximum for elevator emergency call backs - Overtime. PSC: J036	40	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	Option Year 1 - Estimated maximum for maintenance for 11 elevators at MDC Brooklyn. PSC: J036	12	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	Option Year 1 - Estimated maximum for maintenance for 6 elevators at Dayton Manor (Staff Housing at FDC Brooklyn). PSC: J036	12	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	Option Year 1 - Estimated maximum for elevator call backs - Regular Time. PSC: J036	80	HR	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	Option Year 1 - Estimated maximum for elevator emergency call backs - Overtime. PSC: J036	40	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	Option Year 2 - Estimated maximum for maintenance for 11 elevators at MDC Brooklyn. PSC: J036	12	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	Option Year 2 - Estimated maximum for maintenance for 6 elevators at Dayton Manor (Staff Housing at FDC Brooklyn). PSC: J036	12	MO	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0011	Option Year 2 - Estimated maximum for elevator call backs - Regular Time. PSC: J036	80	HR	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0012	Option Year 2 - Estimated maximum for elevator emergency call backs - Overtime. PSC: J036	40	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0013	Option Year 3 - Estimated maximum for maintenance for 11 elevators at MDC Brooklyn. PSC: J036	12	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0014	Option Year 3 - Estimated maximum for maintenance for 6 elevators at Dayton Manor (Staff Housing at FDC Brooklyn). PSC: J036	12	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Option Year 3 - Estimated maximum for elevator call backs - Regular Time. PSC: J036	80	HR	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0016	Option Year 3 - Estimated maximum for elevator emergency call backs - Overtime. PSC: J036	40	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0017	Option Year 4 - Estimated maximum for maintenance for 11 elevators at MDC Brooklyn. PSC: J036	12	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0018	Option Year 4 - Estimated maximum for maintenance for 6 elevators at Dayton Manor (Staff Housing at FDC Brooklyn). PSC: J036	12	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Option Year 4- Estimated maximum for elevator call backs - Regular Time. PSC: J036	80	HR	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	Option Year 4 - Estimated maximum for elevator emergency call backs - Overtime. PSC: J036	40	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0021	6 months extension in accordance to FAR 52.217- 8 Option to Extend Services - Estimated maximum for maintenance for 11 elevators at MDC Brooklyn. PSC: J036	6	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0022	6 months extension in accordance to FAR 52.217- 8 Option to Extend Services - Estimated maximum for maintenance for 6 elevators at Dayton Manor (Staff Housing at FDC Brooklyn). PSC: J036	6	MO	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0023	6 months extension in accordance to FAR 52.217- 8 Option to Extend Services - Estimated maximum for elevator call backs - Regular Time. PSC: J036	40	HR	$_____	$_____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0024	6 months extension in accordance to FAR 52.217- 8 Option to Extend Services - Estimated maximum for elevator emergency call backs - Overtime. PSC: J036	20	MO	$_____	$_____

Aggregate Total: _____

2.1 Pricing Methodology

The quantity of services to be provided by the contractor is estimated. These estimates are not a representation to an quoter or contractor that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable or normal. (FAR 16.503(a)(1) Contract pricing shall include all charges to the Government for providing the services required by the solicitation.

Pursuant to FAR 17.203(b), The Government's evaluation shall be inclusive of options.
The Government will evaluate quotes for award purposes by adding the total price of all options to the total price of the base year requirement. Pursuant to FAR 17.203(d), the quoter may offer varying prices for options, depending on the quantities actually ordered and the dates when ordered.

2.2 Statement of Work - Elevator Maintenance and Repair Services

INTRODUCTION

The Federal Bureau of Prisons Field Acquisition Office intends to make a single award to a responsible entity that will provide elevator service and maintenance for the Metropolitan Detention Center (MDC) MDC Brooklyn, 80 29th Street, Brooklyn, NY 11232 and Dayton Manor (Staff Housing) 9325 Fort Hamilton Parkway, Brooklyn, NY 11209. The contractor shall provide all necessary equipment, labor, materials, tools, and incidentals for all scheduled and all unscheduled Elevator Maintenance, Required Service, Preventive Maintenance (PM), Maintenance Control Plan (MCP), Emergency Call Service, Inspections, Operational Requirements, Extent of Work, and Other Consideration as described in this Statement of Work (SOW) for seventeen (17) elevators.

All equipment specified in this statement must be brand name or an equal product. Should the contractor choose to submit an equal product, you must submit all technical specification of the equal product to be analyzed and a technical determination issued with acceptance/non-acceptance.

SCOPE OF WORK

Elevator Maintenance:

The contractor shall provide all management, supervision, labor, materials, repair parts and repairs, supplies, tools, instruments and equipment, and shall plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this contract. Such services and maintenance shall apply to all elevator equipment regardless of whether they are specifically shown in these specifications and such services may result in work which may need to be conducted at other than normal business hours so not to interfere with the normal operations of the Metropolitan Detention Center, MDC Brooklyn.

These specifications are a statement of the minimum level of work and services that are to be provided in certain areas under this contract. They are not intended to be nor shall they be construed as limiting specifications or requirements. At a minimum the contractor will be required to take all steps and measurements which would be taken by a prudent building owner to maximize the life expectancy of the property and equipment. All elevator equipment in the building shall be maintained at an acceptable and compliant level, throughout the contract period. An acceptable level of maintenance is defined as the level of maintenance which will preserve the equipment in unimpaired operating condition, i.e., above the point where deterioration will begin, thereby diminishing the normal life expectancy of the equipment.

The contractor is responsible for performing scheduled and unscheduled maintenance and repairs, as necessary, on a twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year basis, including emergency call back service. The Metropolitan Detention Center reserves the right to deduct the amount of 25% of monthly payment for each week of missed maintenance. The contractor will be required to respond to all unscheduled service calls within two hours of notification.

Service Required:

On a mutually agreeable date, no less than ten (10) calendar days prior to the date performance is to begin, the contractor and the Contracting Officer Representative (COR), shall together make a complete and systematic inspection of all elevators, and related equipment within the building covered by the contract. The contractor shall then prepare and submit to the COR, within ten (10) calendar days prior to commencement of the contract, a performance and existing deficiency report. This report shall list all deficiencies noted during the joint inspection that would require corrections to bring the equipment up to an acceptable and inspection ready condition. The contractor shall be responsible for making djustments, which fall within the scope of the contract, using such means the Contracting Officer deems appropriate.

The contractor shall also engineer the call back systems. Should the inspection disclose any deficiencies which present an operating hazard, the problem shall immediately be brought to the attention of the COR and Contracting Officer in writing, specifying the type of problem, estimated down time of the elevator and an itemized labor and materials cost break down.

The contractor will submit to the Contracting Officer Representative (COR) within fifteen (15) calendar days, a list of names of all company mechanics and repair crew personnel for security checks that will possibly be entering the facility during the term of the contract. Personnel who do not pass the security checks or who are not on the approved list, will not be allowed to enter the Metropolitan Detention Center. It is the contractor’s responsibility to ensure ample mechanics are assigned and meet all security and maintenance requirements. No exceptions will be allowed for absences due to sick leave, vacation, or employee's inability to meet such requirements.

The contract manager is responsible for the management and scheduling of work to be performed under this contract and shall possess at least three (3) years of supervisory elevator maintenance and repairs

(within the past five (5) years) on elevators of the approximate size and characteristics of the elevators to be operated and maintained under this contract. A detailed resume containing the information specified shall be sent to the contracting officer for review by the contracting officer and facility manager. Both new and replacement contract managers must furnish the following information.

- The full name of the proposed or new contract manager.
- A detailed description of the previous five (5) years employment history of the proposed or new contract manager.
- The names and addresses of companies for whom the proposed or new contract manager worked for in the past five (5) years along with the telephone numbers of his/her immediate supervisors.

The elevator mechanic responsible for conducting the maintenance must be licensed by Federal, State and City authorities, in the trades, crafts or professions which require licensing by such jurisdictions. The license must be of a grade or level consistent with the requirements of the work being performed. The contractor shall designate a minimum of one (1) mechanic to perform the routine maintenance as specified in the statement of work. In the absence of the designated mechanic, a temporary licensed mechanic must be available at all times to perform routine maintenance. If helpers are required to perform routine maintenance, all helpers must be under the direct supervision of a licensed mechanic.

The contractor shall submit in writing to the Contracting Officer Representative (COR), the name(s) of the designed mechanics. It is the licensed mechanics responsibility to provide a copy of his/her license to the contracting officer on a quarterly basis, or in the event of a significant change.

The contractor shall be responsible for the painting of the machine room walls, equipment, floors, car tops, and preservation of all supports in elevator pits, and elevator and counterweight rails. Elevator machine rooms will be require to be painted annually. The contractor shall obtain permission from the facility manager and the Contracting Officer Representative on the choice of colors, as approved by industry standards. All paints must be water based and lead free.

The contractor shall be responsible for providing the institution with three (3) copies of the Safety Data Sheets (SDS) for all oils, solvents, paints, cleaning materials, greases and degreasers. The SDS will be provided a minimum of 24-hours prior to entry of the institution. All SDS will be routed to the safety Manager for approval. Upon review of the material information, the safety manager will approve /disapprove the material. If the material is deemed to be of extreme hazard, the material will not be allowed on the property and an alternative product will be substituted by the contractor. No oils, greases, solvents or paints will be stored in any of the machine rooms, elevator pits, or hoist-ways. The Metropolitan Detention Center will provide the contractor a storage container for only limited amounts of oils and greases used for routine maintenance purposes.

All maintenance mechanics and repair crew personnel entering the institution will have all tools and equipment inventoried prior to entering the secure perimeter of the institution. These tools and equipment will be checked in and out by institution staff members. No tools will be left in the institution. Lock-Out /Tag-Out shall be required on all equipment placed out of service. The Metropolitan Detention Center onsite electrician shall provide the contractor with locks for Lock-Out / Tag-Out. Under no circumstances will the contractor be allowed to possess a personal lock while in the secure perimeter of the institution. The contractor will be responsible for providing the locking devices used for breakers and disconnects. The contractor shall perform normal / routine maintenance work, Monday through Friday (except federal

holidays) from the hours of 6:30 am to 3:00 pm, preferred day is Thursday of each week. The contractor should also take into consideration the time required for security procedures check-in and check-out within the Metropolitan Detention Center when workers are on the job site. All employees entering the institution shall have the required safety equipment to perform the maintenance and repairs to include, but not limited to safety shoes, dust respirators, gloves, hard hats, safety harness, anti-fall equipment, ear, and eye protection. All employees entering the institution will not be allowed to carry a cell phone, two-way radios or pagers. All employees must possess a valid photo driver's license to be maintained in the Control Center while in the secure perimeter of the institution. It shall be contractor's responsibility to provide an updated roster of new mechanics and helpers names to the COR when new employees are hired into the company. The Metropolitan Detention Center will not be responsible to provide on-site parking for repair and maintenance crew.

Preventive Maintenance and Maintenance Control Plan (MCP):

The contractor shall submit in writing annually to the facility manager and the Contracting Officer Representative (COR) a completed Maintenance Control Plan (MCP) binder for each elevator specifying the preventive maintenance completed each year. Each Maintenance Control Plan (MCP) shall show all scheduled maintenance for the assigned elevator. The Maintenance Control Plan (MCP) will also show dates of all weekly, monthly, quarterly, semi-annually, and annually complete maintenance cycles. The Maintenance Control Plan (MCP) will be reviewed monthly by the facility manager and the contracting officer representative for accuracy and completion. In the event any scheduled maintenance cannot be performed during any specific maintenance cycle the contractor will notify the Contracting Officer Representative (COR) and facility manager in writing, stating the reason why the required maintenance could not be completed. The following steps will be required at all time.

- All entries made on the Maintenance Control Plan (MCP) will only be made by a qualified licensed mechanic.
- The Maintenance Control Plan (MCP) binders will be stored in the appropriate elevator machine room, and will be subject to review by the facility manager and the Contracting Officer Representative (COR).
- All foreseen deviations from the Maintenance Control Plan (MCP) must be submitted with appropriate justification in writing to the facility manager and the Contracting Officer Representative (COR).
- Within five (5) working days after the end of the month, the contractor will submit to the facility manager and the Contracting Officer Representative (COR) a detailed written summary report of all maintenance that was completed during that period of time.
- Weekly scheduled maintenance shall be conducted with a minimum of four (4) hours of licensed mechanic work.

The following is a list of minimum maintenance required by the Metropolitan Detention Center for Preventive Maintenance if not already performed in the Maintenance Control Plan (MCP).

Weekly Maintenance:

- Clean all elevator pits of dirt and debris.
- Inspect compensating sheaves, sheave clearance, check condition of all stop switched, limiting switches, pit lighting, buffer switched, and check all counterweight buffers for oil leaks.
- Motors: Check all bearings for excessive noise and vibration. Excessive bearing heat, and motor alignment.
- Geared machines: Inspect oil pickup and packing, check for leaks, check all hoist-way motor brushes and replace as necessary.
- Car doors: clean all door sills and remove all debris build up, clean and lubricate all door clutch assemblies, inspect all door operating equipment such as relating cables, compensating cables, electronic and mechanical safety edges, fire tabs, door sills, interlocks, door opening motors.
- Controllers: Clean all dust from switch gears, relays, fuses, resistors, capacitors, and all electrical / mechanical devices in the control cabinets and ensure cooling fan is operational in controllers cabinets
- Hydraulic elevator: observe operation of the hydraulic pump while elevator is traveling in the up and down direction, check level and condition of hydraulic oil reservoir, check condition of car safety gates and switches, bi-folding door operation, and safety clutch operation, ensure pit stop switch is operational.
- Indicator Lights: Ensure all hall call lights are operational, replace as necessary, verify operation of call directional indicator in car, and replace any non-operational lights in the cars control panel.
- Inspect governor mechanical weights and safety switch for proper operation.

Monthly Maintenance:

- Brakes: observe operations on all cable driven cars, inspect brake clearance, and lubricate all pivot points.
- Ropes: Check drive sheave and remove all debris from grooves to prevent damage to ropes.
- Hoist-way driver: Check condition of oil seals note and document any oil leaks, check oil level in driver and replenish if necessary. Ensure oil flinger ring is operational on forward and rear bearings of driver. Check for indications of excessive noise and vibration from driver. Ensure all coupling bolt locking devices are installed.
- Car Tops: Clean all car tops of dust and debris. Ensure cable shackles have locking wires installed. Ensure all cable shackles are secured with locking pin or wire. Check pick-up roller and door clutch clearance on all floors and adjust as necessary, check the condition of door operator belts and ensure all belts all belts are of good quality and free from cracks and tears. Ensure car top light and the 110 volt service is operational. Check the condition of hoist-way cables and governor cable the entire length of the hoist-way. Any discrepancies will be brought to the attention of the Facility Manager and the COR promptly (day of inspection). Check counterweight rollers and replace as necessary.
- Clean all dirt and debris from the pits, check compensating sheaves for proper clearance and adjust as necessary, exercise all compensating sheave switches for proper operation. Check counterweight buffers for oil leaks and proper operation. Ensure the stop switch for each elevator in operational.
- Test and operate the fireman phase I and II recall function. Any discrepancies will be reported to the Facility Manager along with a written plan of action within (3) working days of the finding.
- Test and operate all cable traction driven elevators and verify the door hold function is operational.

Quarterly:

- Clean and vacuum all hoist-ways, and remove all buildup debris from backside of all hall doors, and elevator cab doors seal area.
- Ensure car top emergency light is operational, repair as necessary.
- Vacuum out all motor generators and hoist-way motors.
- Inspect leveling operation of each elevator to ensure the car is leveling to each floor landing. Clean all switches and vanes associated to floor leveling of each car.
- Test door operation for proper door closure pressure, inspect door hangers for proper operation and adjust as necessary.

Semi-Annual

- Check all slow down switches on all floors, for proper operation and adjust as necessary.
- Inspect all deflector sheaves and lubricate as necessary.
- Manually compress all counterweight and car buffers to ensure for proper operation.
- Measure all incoming line voltage to ensure proper voltage reading.
- Test Fireman phase I and II recall function on each elevator, in conjunction with semi- annual elevator inspection.

Annual:

- Slow speed test all safeties during the annual elevator inspection.
- Change oil in the hoist-way gear drivers and replace with new oil.
- Obtain thrust bearing reading clearance on all hoist-way drive machines. Replace or shim thrust bearing to manufacture’s recommended clearance.
- Inspect all worn gear teeth for evidence of uneven wear of broken teeth. Repair or replace as necessary.
- Test fireman phase I and II in conjunction with the annual elevator inspection for proper operation.

Emergency Call Back Service:

Emergency call back service shall be limited to the performance of simple adjustments and replacement of minor parts to restore elevator operation, and for the purpose of freeing trapped individuals in a stalled car. The contractor shall restore the car back to normal operation after the problem has been resolved and the car is operating safely. Emergency call-back service for the purpose of freeing a trapped individual(s) shall not exceed thirty (30) minutes in response time. All other trouble calls shall not exceed two (2) hours in response time. After hours call back time begin at the time of notification and will terminate at check-

out time. When after hour call back service has been requested, a copy of the service ticket including labor and summary of repairs, will be left at the job site. Emergency call back service consists of promptly responding to request from the government for a service on twenty-four (24) hours per day, seven (7) days per week, three-hundred-sixty-five (365) days per year basis.

Emergency call back service is necessary for the safety of staff and inmates in the building. Request for emergency or ordinary call back service may be made by the COR or by designated personnel by telephone or other means. Repairs, supplies, and materials implemented during the emergency call back service due to normal wear and tear will be furnished by the contractor. Repairs, supplies, and materials use for repairs that are implemented due to misuse or vandalism will be charged to the Metropolitan Detention Center with a written cost estimate and provided to the Facility Manager no later than noon the next working day.

Inspections:

The contractor shall be responsible for providing a maintenance mechanic and helper at the site to assist with the semi-annual and annual inspections. During the five (5) year load test requirement of any elevator, the contractor shall provide a minimum of one (1) maintenance mechanic and one (1) helper. During the annual inspection the Contractor shall provide a tachometer and a pressure test-gauge with current calibration requirements. In the event a mechanical failure of the elevator or associated equipment during the inspection the contractor shall be responsible for any additional costs occurred for re-inspection.

Operational Requirements:

This contract is for full elevator maintenance service. Full service is defined as all service to maintain all elevators, appurtenances, and accessories in a fully operational mode at all times, except for pre-scheduled down time. Pre-scheduled down time is defined as time an elevator is placed out of service for the purpose of accomplishing preventive maintenance. In the event of an unexpected breakdown of the elevators or associated equipment, the contractor will submit to the Facility Manager and the Contracting Officer Representative, the estimated down time of the elevator or associated equipment in writing. A status report will be provided and updated on a weekly basis starting the Monday after the breakdown occurred. All elevators will be maintained in a satisfactory and safe operating condition in accordance with the requirements of these specifications and as outlines in the ASME A17.1-2000. These specifications are to include the initial maximum load capacity, governor speed, fire recall operations, and maintain specified door opening and closing time, in accordance with applicable codes.

The contractor shall maintain the elevators, appurtenances, and equipment so as to comply with the requirements of the American National Standards Safety Code for Elevators and Escalators, ASME A17.1 newest edition for newly modernized elevators. The American National Standards Institute (ANSI) for Elevator Inspections A17.2 newest edition shall be used as a guide to establish inspection procedures to ensure equipment is operating is a safe manner. All manufacture’s recommendation’s will be taken into consideration.

Extent of Work:

The contractor shall furnish all tools, labor materials, equipment, and special instruments to perform all necessary service and repairs to provide complete elevator maintenance, examination services and test to keep the elevators, including the control systems in safe operation condition. Such service and maintenance shall apply to all elevator equipment, regardless of whether they are specifically outlines in

these specifications. Service for emergency repairs will be done in coordination with the Metropolitan Detention Center as not to interfere with the normal operation of the Institution.

The maintenance and repairs are to be performed on the following eleven (11) elevators within the secure perimeter of the institution and six (6) elevators at Dayton Manor.

Cable Driven Traction Elevator West Building:

- Two (2) Elevator, nine (9) stops
- Two (2) Elevator, fourteen (14) stops

Hydraulic Elevator West:

- One (1) Elevator, two (2) stops
- One (1) Elevator, three (3) stops

Cable Driven Traction Elevator East Building:

- Three (3) Elevator, six (6) stops
- One (1) Elevator, eight (8) stops

Hydraulic Elevator East:

- One (1) Elevator, two (2) stops

Cable Driven Traction Elevator, Dayton Manor

- Six (6) Elevator, eight (8) stops

The contractor shall assign to this maintenance contract, a competent service engineer who shall oversee all the work required in the contract, and supervise who will be responsible for the adequacy of all work performed.

Supplies, Materials, Equipment, and Replacement Parts

The contractor shall furnish all labor, supplies, parts, and materials necessary to perform cleaning, maintenance, inspections, repairs or replacement to elevator equipment, appurtenances and accessories. This list includes but is not limited to: hoist-ways sheaves, deflector sheaves, compensating sheaves, counter weight assemblies, counter weight, car buffers, fire tabs, cables, hoist-way motors, controllers, selects, worm gears, thrust bearings, brake magnet coils, brake shoes, brushes, windings, commutators, rotating elements, contacts, coils, resistors, motor circuits, magnet frames, intercoms, cameras, car doors, door hangers, tracks, guides, door operating devices, interlocks, bulb replacement in signal system, fire recall system, hoist-way ropes, governors, relays and electronic or mechanical door safety equipment. Where applicable to hydraulic elevators the above listed parts shall include the cylinder head, plunger exposed surface, plunger gland and packing, pumps, exposed piping, fitting and flexible pipe connections, operating controls, electrical controls, discharge, pressure, vacuum tanks, emergency cab lighting, and emergency telephone. Equipment under warranty shall be maintained in accordance with the warranty and manufacturer's instructions.

Institution Security

The contractor shall agree to all regulations prescribed by the institution for the safety, custody, and conduct of inmates. The contract employee will be required to sign in and out of the institution for accountability purposes. A badge will be issued and worn at all times for proper identification. Personnel must be able to clear a NCIC background check to enter the secure perimeter of the institution. . The CEO reserves the right for security reasons to prohibit certain contractor employee's from entering the institution.

Other Considerations:

The Metropolitan Detention Center shall not be responsible in providing parking for emergency call back service or routine maintenance. The contractor shall be responsible to meet all time obligations as specified in the Statement of Work.

2.3 Special Contract Conditions

The Government contemplates a single award of an indefinite delivery/requirements type contract with firm-fixed unit prices resulting from this solicitation. It is anticipated that the contract resulting from this solicitation will be awarded by January 1, 2024 and the effective date of March 1, 2024.

The resulting contract will include a base year period from the Effective Date of Award (EDOA) through 12 months from the EDOA, four (4) possible 12-month option periods for renewal at the unilateral discretion of the Government. Quoters are advised that the Government has the unilateral right to exercise option periods in accordance with FAR 43.103(b) and 52.217-9, "Option to Extend the Term of the Contract."

Base year – March 1, 2024 through February 28, 2025
Option Year 1 – March 1, 2025 through February 28, 2026
Option Year 2 – March 1, 2026 through February 28, 2027
Option Year 3 – March 1, 2027 through February 28, 2028
Option Year 4 – March 1, 2028 through February 28, 2029
6 months extension in accordance to FAR 52.217- 8 Option to Extend Services - March 1, 2029 through September 30, 2029

Place Of Performance: The place of performance is the Metropolitan Detention Center (MDC) MDC Brooklyn, 80 29th Street, Brooklyn, NY 11232 and Dayton Manor (Staff Housing) 9325 Fort Hamilton Parkway, Brooklyn, NY 11209.

Point of Acceptance: The point of acceptance for services shall be the Deliver To Office (as identified on the Standard Form 1449, Block 15). Payments will be denied when such service does not support the charges or if the service is deemed not necessary or appropriate. Such determinations may be made by the Contracting Officer or COR, whichever is appropriate.

Non-Personal Service: The service is a contractual arrangement for and not a personnel appointment. Payment is based on the provision of an end product or the accomplishment of a specific result. The service does not

constitute an employer/employee relationship. The contractor will not be subject to Government supervision, except for security related matters. However, contractor performance shall be monitored.

Reviews. The Contracting Officer or designee is authorized to review by on-site survey, review of records, or by any other reasonable manner, the quality of services rendered under this contract. All records shall be subject to review by the Contracting Officer or Contracting Officer Representative (COR).

Payments will be denied when such service does not support the charges or if the service is deemed not necessary or appropriate. Such determinations may be made by the Contracting Officer or COR, whichever is appropriate. All records shall be subject to review by the Contracting Officer or other delegated representatives of the BOP.

Contracting Officer Responsibility: Authority to negotiate changes in the terms, conditions, or amounts cited in this contract is reserved to the Contracting Officer. This responsibility may be delegated to an Administrative Contracting Officer by the Contracting Officer.

The Administrative Contracting Office ACO: The Administrative Contracting Office (ACO) will be the Contracting Office at the Metropolitan Detention Center (MDC) Brooklyn. Attn: Contract Specialist. This assignment carries with it the authority to perform all of the normal contract administration functions listed in FAR 42.302 (a) as items 1 through 71 to the extent that those functions apply to this contract. This assignment also includes delegation of authority to perform those negotiation functions as specified in FAR 42.302(b) as item (1) through (11).

Authorized Ordering Officials: OF-347, SF 1449 will be used as the task order by any properly warranted Bureau Contracting Officer located at MDC Brooklyn. Delivery Orders/Task Orders may be issued by any of the following methods: orally, facsimile, mail, or electronic commerce methods.

The employees of the contractor entering the institution may be required to meet certain security requirements prior to entering the institution. Primary concerns are the amount of contact that may occur between the contractor and his/her employees with the inmate population during the performance of the contract. Contract employees are allowed access to the institution at the sole discretion of the CEO of the institution. The program manager at MDC Brooklyn is responsible for conducting the appropriate law enforcement check on all contractor staff that may need access inside the prison facility. The following investigative procedure will be performed:

(1) National Crime Information Center (NCIC) check;

(2) Declaration of Federal Employment (OF-306);

(3) FD-258 (fingerprint check);

(4) Law Enforcement Agency checks;

(5) Vouchering of Employers;

(6) Employment Resume;

(7) Completed Contractor Pre-employment Questionnaire;

(8) Release of Information;

(9) Questionnaire for Sensitive Positions (SF-85 for Low Risk, SF-85P for above low risk);

(10) Credit Check, if applicable;

(11) Urinalysis, if applicable.

Quoters should also note that BPA clause 52.24-403-70, *Notice of Contractor Personnel Security Requirements (Oct 2005)* requires that contractor personnel have a "favorable credit report." **Quoters are strongly encouraged to pre-screen potential candidates for credit issues before submitting the candidate to MDC Brooklyn.**

By submitting a quote for service, the contractor and its employees agree to complete the required documents and undergo the listed procedures. An individual who does not pass the security clearance will be unable to enter the Bureau facility. Any individual employed by the contractor who is deemed not suitable by the Bureau requirements will not be granted access to perform services under the contract. This is a condition of the contract. Finally, the contractor shall be in compliance with 8 CFR 274a regarding employment of aliens

Schedule of Insurance: As required by FAR clauses 52.228-5 entitled "Insurance-Work on a Government Installation" the contractor shall, at its own expense, provide and maintain during the entire performance of the resulting contract, at least the kinds and minimum amounts of insurance required as listed below:

Workers Compensation & Employers Liability: The contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of a least $100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (FAR 28.307-2(a)).

Comprehensive General Liability: $500,000 per accident on occurrence for bodily injury. This insurance shall include contractor's protective and liability (FAR 28.307-2(b)), and Automobile liability: (FAR 28.307-2(c)). Before commencing work under this contract, the contractor shall certify to the Contracting Officer in writing that the required insurance has been obtained. The policies evidence required coverage shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the state in which this contract is to be performed, or (2) until 30 days after insurer or the contractor gives written notice to the Contracting Officer, whichever period is longer. The contractor shall insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain insurance required in the schedule or elsewhere in the contract. The contractor shall maintain a copy of all subcontractor's proofs of required insurance and shall make copies available to the Contracting Officer upon request.

Statement of Equivalent Hires: The applicable fill in information for FAR 52.222-42, *Statement of Equivalent Hires* (May 2014) is as follows: Heavy Equipment Mechanic code 23430 - $36.87 plus benefits. As stated in the contract clause, this is for information purposes only.

Department of Labor Wage Determination: The applicable DOL Wage Determination for this procurement has been determined to be Wage Determination No.: 12015-4187 Revision No.:26, Date of Revision: 6/30/2023. The current revision of the determination is attached for informational purposes.

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Section 2 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022)

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)
52.228-5	Insurance-Work on a Government Installation (Jan 1997)	
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (Jun 2020)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.212-4	Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022)	
52.232-18	Availability of Funds (Apr 1984)	
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	

Clauses By Full Text

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 the first day of the current performance period through the last day of the performance period [*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 1 month/1 hour [*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 specified quantity listed [*insert dollar figure or quantity*];

(2) Any order for a combination of items in excess of specified quantity listed [*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 5 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)

52.216-21 Requirements (Oct 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 the last day of the performance period [*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 60 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 prior to the last day of the current performance period [*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 60 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 5 years and 6 months.

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C.5341 or 5 332.

This Statement is for Information Only: It is not a Wage Determination

Employee Class	Monetary Wage-Fringe Benefits
23430	$36.87

(End of clause)

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

Funds are not presently available for performance under this contract beyond September 30th. . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th. , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

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)

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

(a) Mr./Ms. Paul Brady, General Foreman of MDC Brooklyn , 80 29th Street Brooklyn, NY 11232 , 718-840-5010 , is hereby designated to act as Contracting Officer's Representative (COR) underassigned contract number , for the period of one can be assigned by the Facilities Department (specify the performance period of the contract that the designation covers).
(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or another representative designated in writing by the Contracting Officer. The term “technical direction” includes, without limitation, the following:
(i) Receiving all deliverables;
(ii) Inspecting and accepting the supplies or services provided in accordance with the terms and conditions of this contract;
(iii) Clarifying, directing, or redirecting the contract effort, including shifting work between work areas and locations, filling in details, or otherwise serving to accomplish the contractual statement of work to ensure the work is accomplished satisfactorily;
(iv) Evaluating performance of the Contractor; and
(v) Certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.
(c) The COR does not have the authority to issue direction that:
(i) Constitutes a change of assignment or work outside the contract specification/work statement/scope of work.
(ii) Constitutes a change as defined in the clause entitled “Changes” or other similar contract term.
(iii) Causes, in any manner, an increase or decrease in the contract price or the time required for contract performance;
(iv) Causes, in any manner, any change in a term, condition, or specification or the work statement/scope of work of the contract;
(v) Causes, in any manner, any change or commitment that affects price, quality, quantity, delivery, or other term or condition of the contract or that, in any way, directs the contractor or its subcontractors to operate in conflict with the contract terms and conditions;
(vi) Interferes with the contractor's right to perform under the terms and conditions of the contract;
(vii) Directs, supervises, or otherwise controls the actions of the Contractor's employees or a Subcontractor's employees.
(d) The Contractor shall proceed promptly with performance resulting from the technical direction of the COR. If, in the opinion of the Contractor, any direction by the COR or the designated representative falls outside the authority of (b) above and/or within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer.
(e) Failure of the Contractor and Contracting Officer to agree that technical direction is within the scope of the contract is a dispute that shall be subject to the “Disputes” clause and/or other similar contract term.
(f) COR authority is not re-delegable.

(End of Clause)

BOP 2852.242-71 EVALUATION OF CONTRACTOR PERFORMANCE UTILIZING CPARS (APR 2011)

The services, although not directly supervised, shall be reviewed by Federal Bureau of Prisons (BOP) staff to ensure contract compliance. The contractor's performance will be evaluated in accordance with FAR 42.15. Contract monitoring reports will be prepared by the Contacting Officer's Representative (COR) and maintained in the contract file.

In accordance with FAR 42.1502 and 42.1503, agencies shall prepare an evaluation of contractor performance and submit it to the Past Performance Information Retrieval System (PPIRS). The BOP utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to provide contractor performance evaluations. The contractor shall provide and maintain a current e-mail address throughout the life of the contract. The contractor will receive an e-mail from the Focal Point thru the following website address webptsmh@navy.milwhen the contract is registered in CPARS. The e-mail will contain a "user ID" and temporary password to register in the CPARS system. The contractor must be registered to access and review its evaluation and/or provide a response. If assistance is required when registering, please contact the Contracting Staff/Focal Point.

(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 3.908 & 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-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

(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

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.

(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) 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 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. Background Investigation Requirements

(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

(i) High Risk Positions. 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) Moderate Risk Positions. 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

(iii) Low Risk/Non-Sensitive Positions. 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

(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 1.6, 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

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

(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 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

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

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

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)

DOJ-04 Federal Workplace Responses to Domestic Violence, Sexual Assault, and Stalking (DEC 2014)

(a) **Department Policy on Domestic Violence, Sexual Assault, and Stalking**. It is the Department's policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in DOJ Policy Statement 1200.02 (Policy Statement), available in full for public viewing at https://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplacee-responses-to-domesticviolence-sexualassault-stalking.pdf

Federal-workplace-responses-to-domesticviolence-sexualassault-stalking.pdf. Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all of Vendor's employees and employees of subcontractors who will be assigned to work on Department premises.

(b) **Point of Contact for Victims of Domestic Violence, Sexual Assault, and Stalking.** Upon contract award, the Department will notify contractor of the name and contact information for the Point of Contact for Victims of domestic violence, sexual assault, and stalking for the component or components where Contractor will be performing. Contractor agrees to inform its employees and employees of subcontractors who will be assigned to work on Department premises of the name and contact information for the Victim Point of Contact.

(End of Clause)

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

I. Applicability to Contractors and Subcontractors

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

II. General Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Confidentiality and Non-Disclosure of DOJ Information

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

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

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

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

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

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

as amended, and OMB Memoranda relating to the security of information and/or Federal Information Systems.

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

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

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

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

4. Maintaining authorizations to operate any Covered Information System.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Privacy Awareness – Privacy Act and PII

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

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

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

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

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

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

V. Cloud Computing

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

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

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

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

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

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

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

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

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

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

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

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

VI. Information System Security Incident or Security

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

B. Potential Security Incident.

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

DOJ-08 Continuing Contract Performance During a Pandemic Influenza or other National Emergency (OCT 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 contractor’s 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)

[END OF ADDENDUM TO FAR 52.212-4]

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Nov 2023)

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

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

__ (6) [Reserved].

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

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

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

X (10) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

X (11) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

__ (12) [Reserved].

__ (13) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

__ (14) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

__ (15) [Reserved]

X (16)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

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

__ (17)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

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

X (18) 52.219-8, Utilization of Small Business Concerns (Sep 2023) (15 U.S.C. 637(d)(2) and (3)).

__ (19)(i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (15 U.S.C. 637(d)(4)).

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

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

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

__ (v) Alternate IV (Sep 2023) of 52.219-9.

__ (20)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

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

X (21) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

__ (22) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

__ (23) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

X (24)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (Sep 2023) (15 U.S.C. 632(a)(2)).

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

__ (25) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).

__ (26) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

__ (27) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

__ (28) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 657s).

X (29) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

__ (30) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Nov 2023) (E.O. 13126).

X (31) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

X (32)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

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

X (33)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

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

X (34)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

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

X (35) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

X (36) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (37)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

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

X (38) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

__ (39)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

__ (40) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

__ (41) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

__ (42)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Oct 2015) of 52.223-13.

__ (43)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-14.

__ (44) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

__ (45)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

__ (ii) Alternate I (Jun 2014) of 52.223-16.

X (46) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

__ (47) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

__ (48) 52.223-21, Foams (Jun 2016) (E.O. 13693).

__ (49)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

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

__ (50)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).

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

__ (51)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

__ (ii) Alternate I [Reserved].

__ (iii) Alternate II (Dec 2022) of 52.225-3.

__ (iv) Alternate III (Nov 2023) of 52.225-3.

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

__ (52) 52.225-5, Trade Agreements (Nov 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (53) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

__ (54) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

__ (55) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

__ (56) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

__ (57) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

__ (58) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

__ (59) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

X (60) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

__ (61) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

__ (62) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

__ (63) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

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

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

[*Contracting Officer check as appropriate.*]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

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

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

(vii) 52.219-8, Utilization of Small Business Concerns (Sep 2023) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

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

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

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

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

(xviii) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

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

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

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

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

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

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

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

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

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

(End of clause)

Section 3 - List of Attachments

Identifier	Title	Number of Pages
1	Busniess Management Questionnaire.pdf	2
2	WDOL 2015-4035.pdf	11

Section 4 - Solicitation Provisions

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

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

Provisions By Reference

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)		
This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): www.acquisition.gov		
Provision	Title	Fill-ins (if applicable)
52.204-7	System for Award Management (Oct 2018)	
52.212-1	Instructions to Offerors-Commercial Products and Commercial Services (Sep 2023)	
52.217-5	Evaluation of Options (July 1990)	

Provisions By Full Text

5.1 Quote Submission Instructions

Pursuant to FAR 17.203(b), The Government's evaluation shall be inclusive of options.
The Government will evaluate quotes for award purposes by adding the total price of all options to the total price of the base year requirement. Pursuant to FAR 17.203(d), the quoter may offer varying prices for options, depending on the quantities actually ordered and the dates when ordered.

Quote Submission Instructions

The information requested below must be submitted by contractors and received before the solicitation response date and time. If any of the following information is not received, the Contracting Officer may elect to deem quotes non-compliant or request the required information from one or any of the

Contractors, whichever is most advantageous to the Government, at the discretion of the Contracting Officer.

Each quoter shall complete and submit the following forms, clauses, and statements with the quotation. Failure to do so may cause your quotation to be considered unacceptable.

1. Standard Form 1449
2. Schedule of Items/Contract Pricing
3. Completed Solicitation Provisions: -52.212-3, Offeror's Representations and Certifications, if different than SAM record;
4. Point of Contact information for professional references. The contractor should provide a list of the last three contracts awarded to your organization which are of a related nature, size, and scope. (Complete the attached Business Management Questionnaire)

Include the following for each:

-Customer Name, Address, Phone, Fax, Email address; Contract Number; Contact Person; Type of Work; Contract Amount; and Contract Status (Active or Complete)

5. Point of contact information for a financial reference to include Bank Name, Address, Phone, Email address, and Contact Person. **(Complete the attached Business Management Questionnaire). Include your response to FAR 52.204-24 (d) and FAR 52209-7(b) with your qoute.**

5.2 Evaluation and Award Methodology

Evaluation and Award Methodology: This acquisition will be procured in accordance with FAR Part 12 – Acquisition of Commercial Items and Part 13 – Simplified Acquisition Procedures. The Government intends to make a single award to a quoter, pursuant to an affirmative determination of responsibility, whose quotation, conforming to the solicitation, is determined to be the best value to the Government considering price and past performance history.

Price: Price shall be evaluated utilizing the total aggregate pricing offered by the quoter (base year plus all option periods).

Past Performance: Past performance may be evaluated using The Contractor Performance Assessment Reporting System at www.cpars.gov, and/or professional references submitted by the quoter (Business Management Questionnaire), and/or any other relevant information available to the contracting officer.

SAM Registration: All potential quoters are advised that this solicitation includes the provision at FAR 52.204-7 *System for Award Management* which requires that an offeror be registered in SAM when submitting an offer or quote and continue to be registered throughout the duration of the contract."

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

Freedom of Information Act: The Freedom of Information Act (FOIA) and its amendments have resulted in an increasing number of requests to Federal Agencies for copies of quotes from other than Government sources. The quoter should identify information in its quote it believes should be withheld from these sources,

on the basis it consists of "trade secrets and commercial or financial information obtained from a person and privileged or confidential" (exemption (b) (4) of the FOIA). This identification will assist in the decision by a responsible federal official to disclose or withhold the requested information. If a quoter considers elements of its quote to be exempt under FOIA, ensure the following notice is annotated on the title page of the quote: *"Elements of this document, as identified on individual pages, are considered by the* submitter to be privileged or confidential trade secrets or commercial or financial information not subject to mandatory disclosure under the Freedom of information Act. Material considered privileged or confidential on this basis is contained on pages ___. The quote must annotate each individual item it considers privileged or confidential under the FOIA exemption with the following notice: The data or information is considered confidential or privileged, and not subject to mandatory disclosure under the FOIA. All information in an offeror's quote not designated may be subject to automatic public disclosure if it is requested under the FOIA. It must be emphasized that under the FOIA no information is automatically exempt from public disclosure. However, no disclosures will be made without careful evaluation, giving due regard to the need for safeguarding material considered privileged or confidential by the quoter. It is Department of Justice policy to withhold whenever possible material that is genuinely privileged or confidential.

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)

52.209-7 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)

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)

[END OF ADDENDUM TO FAR 52.212-1]

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services (Nov 2023)

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 concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned 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.

(2) Service-disabled veteran 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).

"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 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) *Service-disabled veteran-owned small business 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 as part of its offer that--

(i) It __ is, __ is not a service-disabled veteran-owned small business concern; or

(ii) It __ is, __ is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture*: _____.] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) *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 124.1002.

(5) *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.

(6) *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.

(7) *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)(8) and (9): Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *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.

(9) *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: _____

(10) *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 $150,000.) 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 paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahraini, Korean, 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, Korean, Moroccan, Omani, Panamanian, or Peruvian 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)

ATTACHMENT I

BUSINESS MANAGEMENT QUESTIONNAIRE

(A). List of last three contracts awarded to your firm which is of a related nature, indicating for each the following:

(1). Customer & Address: _____
_____

(a.) (Phone):_____
(b.) Contract Number: _____
(c.) Person to Contact:_____
(d.) (Phone):_____
(e.) Type of Work: _____
(f.) Amount of Contract:_____
(g) Contract Status: [_____] Active [_____] Complete

(2). Customer & Address: _____
_____

(a.) (Phone):_____
(b.) Contract Number: _____
(c.) Person to Contact:_____
(d.) (Phone):_____
(e.) Type of Work: _____
(f.) Amount of Contract:_____
(g) Contract Status: [_____] Active [_____] Complete

(3). Customer & Address: _____
_____

(a.) (Phone):_____
(b.) Contract Number: _____
(c.) Person to Contact:_____
(d.) (Phone):_____
(e.) Type of Work: _____
(f.) Amount of Contract:_____
(g) Contract Status: [_____] Active [_____] Complete

(B). (a). Bank Reference & Address: _____
_____
_____

(b). Person to Contact:_____
Phone:_____

ATTACHMENT I

Contractor's Name/Address/City/State/Zip (please print or type)

_____

_____

_____

Point of Contact/Title:_____

Telephone Number:_____

Fax Number:_____

E-mail:_____

DUNS Number:_____

UEI#:_____

Tax Identification #:_____

"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Daniel W. Simms
Director

Division of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-4187
Revision No.: 26
Date Of Last Revision: 06/30/2023

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: New York

Area: New York Counties of Bronx, Kings, New York, Queens, Richmond, Rockland, Westchester
OCCUPATION NOTE:

Janitor: The rate for the Janitor occupation applies to Putnam, Rockland, and Westchester Counties only. See Wage Determination 1977-0225 for wage rates and fringe benefits for Bronx, Kings, New York, Queens, and Richmond Counties.

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		19.90
01012 - Accounting Clerk II		22.35
01013 - Accounting Clerk III		25.00
01020 - Administrative Assistant		38.71
01035 - Court Reporter		46.39
01041 - Customer Service Representative I		18.12
01042 - Customer Service Representative II		19.77
01043 - Customer Service Representative III		22.21
01051 - Data Entry Operator I		18.71

01052 - Data Entry Operator II	20.41
01060 - Dispatcher, Motor Vehicle	25.79
01070 - Document Preparation Clerk	19.81
01090 - Duplicating Machine Operator	19.81
01111 - General Clerk I	18.55
01112 - General Clerk II	20.24
01113 - General Clerk III	22.72
01120 - Housing Referral Assistant	28.42
01141 - Messenger Courier	19.30
01191 - Order Clerk I	18.05
01192 - Order Clerk II	21.67
01261 - Personnel Assistant (Employment) I	21.74
01262 - Personnel Assistant (Employment) II	24.32
01263 - Personnel Assistant (Employment) III	27.11
01270 - Production Control Clerk	28.02
01290 - Rental Clerk	18.29
01300 - Scheduler, Maintenance	22.79
01311 - Secretary I	22.79
01312 - Secretary II	25.50
01313 - Secretary III	28.42
01320 - Service Order Dispatcher	22.15
01410 - Supply Technician	38.71
01420 - Survey Worker	23.16
01460 - Switchboard Operator/Receptionist	18.31
01531 - Travel Clerk I	19.70
01532 - Travel Clerk II	21.35
01533 - Travel Clerk III	23.21
01611 - Word Processor I	18.82
01612 - Word Processor II	21.14
01613 - Word Processor III	23.64
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	28.29
05010 - Automotive Electrician	28.50
05040 - Automotive Glass Installer	27.31
05070 - Automotive Worker	27.31
05110 - Mobile Equipment Servicer	24.42
05130 - Motor Equipment Metal Mechanic	30.31
05160 - Motor Equipment Metal Worker	27.31
05190 - Motor Vehicle Mechanic	29.68
05220 - Motor Vehicle Mechanic Helper	23.15
05250 - Motor Vehicle Upholstery Worker	26.12
05280 - Motor Vehicle Wrecker	27.31
05310 - Painter, Automotive	28.50
05340 - Radiator Repair Specialist	27.31
05370 - Tire Repairer	18.57
05400 - Transmission Repair Specialist	29.68
07000 - Food Preparation And Service Occupations	
07010 - Baker	19.55
07041 - Cook I	20.55
07042 - Cook II	22.94
07070 - Dishwasher	16.30
07130 - Food Service Worker	16.64
07210 - Meat Cutter	19.55
07260 - Waiter/Waitress	17.05
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	22.40
09040 - Furniture Handler	16.41
09080 - Furniture Refinisher	23.24
09090 - Furniture Refinisher Helper	18.79
09110 - Furniture Repairer, Minor	21.14
09130 - Upholsterer	23.10
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	17.54
11060 - Elevator Operator	18.04
11090 - Gardener	22.64

11122 - Housekeeping Aide	18.04
11150 - Janitor	18.04
11210 - Laborer, Grounds Maintenance	18.62
11240 - Maid or Houseman	18.01
11260 - Pruner	17.31
11270 - Tractor Operator	21.31
11330 - Trail Maintenance Worker	18.62
11360 - Window Cleaner	19.41
12000 - Health Occupations	
12010 - Ambulance Driver	24.99
12011 - Breath Alcohol Technician	27.04
12012 - Certified Occupational Therapist Assistant	35.10
12015 - Certified Physical Therapist Assistant	33.14
12020 - Dental Assistant	22.74
12025 - Dental Hygienist	47.43
12030 - EKG Technician	38.68
12035 - Electroneurodiagnostic Technologist	38.68
12040 - Emergency Medical Technician	24.99
12071 - Licensed Practical Nurse I	24.17
12072 - Licensed Practical Nurse II	27.04
12073 - Licensed Practical Nurse III	30.14
12100 - Medical Assistant	20.58
12130 - Medical Laboratory Technician	38.55
12160 - Medical Record Clerk	24.41
12190 - Medical Record Technician	27.29
12195 - Medical Transcriptionist	21.99
12210 - Nuclear Medicine Technologist	48.88
12221 - Nursing Assistant I	15.87***
12222 - Nursing Assistant II	19.01
12223 - Nursing Assistant III	20.01
12224 - Nursing Assistant IV	21.87
12235 - Optical Dispenser	29.21
12236 - Optical Technician	20.31
12250 - Pharmacy Technician	18.16
12280 - Phlebotomist	22.22
12305 - Radiologic Technologist	39.65
12311 - Registered Nurse I	32.76
12312 - Registered Nurse II	38.41
12313 - Registered Nurse II, Specialist	38.41
12314 - Registered Nurse III	49.39
12315 - Registered Nurse III, Anesthetist	49.39
12316 - Registered Nurse IV	59.22
12317 - Scheduler (Drug and Alcohol Testing)	33.51
12320 - Substance Abuse Treatment Counselor	28.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	27.27
13012 - Exhibits Specialist II	33.78
13013 - Exhibits Specialist III	41.32
13041 - Illustrator I	32.08
13042 - Illustrator II	39.22
13043 - Illustrator III	47.96
13047 - Librarian	37.33
13050 - Library Aide/Clerk	17.56
13054 - Library Information Technology Systems Administrator	33.71
13058 - Library Technician	25.62
13061 - Media Specialist I	24.32
13062 - Media Specialist II	27.21
13063 - Media Specialist III	30.33
13071 - Photographer I	21.29
13072 - Photographer II	24.10
13073 - Photographer III	32.88
13074 - Photographer IV	38.49
13075 - Photographer V	46.55
13090 - Technical Order Library Clerk	22.05

13110 - Video Teleconference Technician		30.64
14000 - Information Technology Occupations		
14041 - Computer Operator I		25.29
14042 - Computer Operator II		28.30
14043 - Computer Operator III		31.56
14044 - Computer Operator IV		35.85
14045 - Computer Operator V		38.83
14071 - Computer Programmer I	(see 1)	
14072 - Computer Programmer II	(see 1)	
14073 - Computer Programmer III	(see 1)	
14074 - Computer Programmer IV	(see 1)	
14101 - Computer Systems Analyst I	(see 1)	
14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		25.29
14160 - Personal Computer Support Technician		35.85
14170 - System Support Specialist		40.71
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		40.97
15020 - Aircrew Training Devices Instructor (Rated)		48.13
15030 - Air Crew Training Devices Instructor (Pilot)		57.71
15050 - Computer Based Training Specialist / Instructor		40.97
15060 - Educational Technologist		38.23
15070 - Flight Instructor (Pilot)		57.71
15080 - Graphic Artist		37.28
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		57.19
15086 - Maintenance Test Pilot, Rotary Wing		57.19
15088 - Non-Maintenance Test/Co-Pilot		57.19
15090 - Technical Instructor		31.44
15095 - Technical Instructor/Course Developer		38.34
15110 - Test Proctor		25.30
15120 - Tutor		25.30
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		18.53
16030 - Counter Attendant		18.53
16040 - Dry Cleaner		21.18
16070 - Finisher, Flatwork, Machine		18.53
16090 - Presser, Hand		18.53
16110 - Presser, Machine, Drycleaning		18.53
16130 - Presser, Machine, Shirts		18.53
16160 - Presser, Machine, Wearing Apparel, Laundry		18.53
16190 - Sewing Machine Operator		22.05
16220 - Tailor		22.94
16250 - Washer, Machine		19.41
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		26.96
19040 - Tool And Die Maker		31.24
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		21.54
21030 - Material Coordinator		28.02
21040 - Material Expediter		28.02
21050 - Material Handling Laborer		17.76
21071 - Order Filler		17.22
21080 - Production Line Worker (Food Processing)		21.54
21110 - Shipping Packer		20.34
21130 - Shipping/Receiving Clerk		20.34
21140 - Store Worker I		19.25
21150 - Stock Clerk		24.13
21210 - Tools And Parts Attendant		21.54
21410 - Warehouse Specialist		21.54
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		40.66
23019 - Aircraft Logs and Records Technician		34.27
23021 - Aircraft Mechanic I		39.14
23022 - Aircraft Mechanic II		40.66

23023 - Aircraft Mechanic III 42.18
23040 - Aircraft Mechanic Helper 30.46
23050 - Aircraft, Painter 37.67
23060 - Aircraft Servicer 34.27
23070 - Aircraft Survival Flight Equipment Technician 37.67
23080 - Aircraft Worker 36.12
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I 36.12
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II 39.14
23110 - Appliance Mechanic 27.41
23120 - Bicycle Repairer 19.31
23125 - Cable Splicer 53.71
23130 - Carpenter, Maintenance 32.74
23140 - Carpet Layer 28.73
23160 - Electrician, Maintenance 40.90
23181 - Electronics Technician Maintenance I 30.54
23182 - Electronics Technician Maintenance II 31.85
23183 - Electronics Technician Maintenance III 33.09
23260 - Fabric Worker 41.90
23290 - Fire Alarm System Mechanic 28.97
23310 - Fire Extinguisher Repairer 29.73
23311 - Fuel Distribution System Mechanic 47.63
23312 - Fuel Distribution System Operator 39.37
23370 - General Maintenance Worker 24.67
23380 - Ground Support Equipment Mechanic 39.14
23381 - Ground Support Equipment Servicer 34.27
23382 - Ground Support Equipment Worker 36.12
23391 - Gunsmith I 29.73
23392 - Gunsmith II 33.19
23393 - Gunsmith III 35.96
23410 - Heating, Ventilation And Air-Conditioning Mechanic 35.25
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility) 36.62
> 23430 - Heavy Equipment Mechanic 36.87
23440 - Heavy Equipment Operator 42.64
23460 - Instrument Mechanic 31.98
23465 - Laboratory/Shelter Mechanic 34.61
23470 - Laborer 17.76
23510 - Locksmith 27.60
23530 - Machinery Maintenance Mechanic 30.69
23550 - Machinist, Maintenance 27.49
23580 - Maintenance Trades Helper 19.70
23591 - Metrology Technician I 32.42
23592 - Metrology Technician II 33.69
23593 - Metrology Technician III 34.95
23640 - Millwright 40.73
23710 - Office Appliance Repairer 27.87
23760 - Painter, Maintenance 28.02
23790 - Pipefitter, Maintenance 37.30
23810 - Plumber, Maintenance 35.98
23820 - Pneudraulic Systems Mechanic 35.96
23850 - Rigger 39.24
23870 - Scale Mechanic 33.19
23890 - Sheet-Metal Worker, Maintenance 36.97
23910 - Small Engine Mechanic 23.31
23931 - Telecommunications Mechanic I 35.34
23932 - Telecommunications Mechanic II 36.72
23950 - Telephone Lineman 47.42
23960 - Welder, Combination, Maintenance 26.94
23965 - Well Driller 36.84
23970 - Woodcraft Worker 35.96
23980 - Woodworker 29.73
24000 - Personal Needs Occupations

24550 - Case Manager	20.47
24570 - Child Care Attendant	16.08***
24580 - Child Care Center Clerk	20.05
24610 - Chore Aide	16.08***
24620 - Family Readiness And Support Services Coordinator	20.47
24630 - Homemaker	21.13
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	43.36
25040 - Sewage Plant Operator	37.04
25070 - Stationary Engineer	43.36
25190 - Ventilation Equipment Tender	33.74
25210 - Water Treatment Plant Operator	37.04
27000 - Protective Service Occupations	
27004 - Alarm Monitor	28.05
27007 - Baggage Inspector	18.16
27008 - Corrections Officer	37.15
27010 - Court Security Officer	39.73
27030 - Detection Dog Handler	20.36
27040 - Detention Officer	37.15
27070 - Firefighter	44.02
27101 - Guard I	18.16
27102 - Guard II	20.36
27131 - Police Officer I	39.72
27132 - Police Officer II	44.15
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	18.81
28042 - Carnival Equipment Repairer	19.99
28043 - Carnival Worker	15.28***
28210 - Gate Attendant/Gate Tender	21.16
28310 - Lifeguard	15.07***
28350 - Park Attendant (Aide)	23.67
28510 - Recreation Aide/Health Facility Attendant	18.95
28515 - Recreation Specialist	29.33
28630 - Sports Official	18.84
28690 - Swimming Pool Operator	22.31
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	52.98
29020 - Hatch Tender	52.98
29030 - Line Handler	52.98
29041 - Stevedore I	46.44
29042 - Stevedore II	58.20
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	50.33
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	34.70
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	38.22
30021 - Archeological Technician I	20.15
30022 - Archeological Technician II	22.54
30023 - Archeological Technician III	27.93
30030 - Cartographic Technician	27.93
30040 - Civil Engineering Technician	32.63
30051 - Cryogenic Technician I	30.93
30052 - Cryogenic Technician II	34.16
30061 - Drafter/CAD Operator I	20.15
30062 - Drafter/CAD Operator II	22.54
30063 - Drafter/CAD Operator III	25.13
30064 - Drafter/CAD Operator IV	30.93
30081 - Engineering Technician I	19.98
30082 - Engineering Technician II	22.47
30083 - Engineering Technician III	25.28
30084 - Engineering Technician IV	31.22
30085 - Engineering Technician V	38.08
30086 - Engineering Technician VI	46.07
30090 - Environmental Technician	26.77
30095 - Evidence Control Specialist	27.93

30210 - Laboratory Technician		27.78
30221 - Latent Fingerprint Technician I		34.45
30222 - Latent Fingerprint Technician II		38.05
30240 - Mathematical Technician		36.98
30361 - Paralegal/Legal Assistant I		25.38
30362 - Paralegal/Legal Assistant II		31.45
30363 - Paralegal/Legal Assistant III		38.46
30364 - Paralegal/Legal Assistant IV		46.53
30375 - Petroleum Supply Specialist		34.16
30390 - Photo-Optics Technician		27.93
30395 - Radiation Control Technician		34.16
30461 - Technical Writer I		30.30
30462 - Technical Writer II		37.05
30463 - Technical Writer III		44.82
30491 - Unexploded Ordnance (UXO) Technician I		31.99
30492 - Unexploded Ordnance (UXO) Technician II		38.70
30493 - Unexploded Ordnance (UXO) Technician III		46.39
30494 - Unexploded (UXO) Safety Escort		31.99
30495 - Unexploded (UXO) Sweep Personnel		31.99
30501 - Weather Forecaster I		30.93
30502 - Weather Forecaster II		37.62
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2)	25.13
30621 - Weather Observer, Senior	(see 2)	27.93
31000 - Transportation/Mobile Equipment Operation Occupations		
31010 - Airplane Pilot		38.70
31020 - Bus Aide		27.08
31030 - Bus Driver		34.88
31043 - Driver Courier		20.37
31260 - Parking and Lot Attendant		16.03***
31290 - Shuttle Bus Driver		19.65
31310 - Taxi Driver		18.40
31361 - Truckdriver, Light		21.64
31362 - Truckdriver, Medium		22.92
31363 - Truckdriver, Heavy		28.38
31364 - Truckdriver, Tractor-Trailer		28.38
99000 - Miscellaneous Occupations		
99020 - Cabin Safety Specialist		18.87
99030 - Cashier		15.55***
99050 - Desk Clerk		17.55
99095 - Embalmer		39.23
99130 - Flight Follower		31.99
99251 - Laboratory Animal Caretaker I		18.37
99252 - Laboratory Animal Caretaker II		19.51
99260 - Marketing Analyst		41.76
99310 - Mortician		36.79
99410 - Pest Controller		22.37
99510 - Photofinishing Worker		22.88
99710 - Recycling Laborer		33.83
99711 - Recycling Specialist		38.72
99730 - Refuse Collector		31.43
99810 - Sales Clerk		16.72
99820 - School Crossing Guard		18.85
99830 - Survey Party Chief		35.00
99831 - Surveying Aide		22.87
99832 - Surveying Technician		30.18
99840 - Vending Machine Attendant		25.91
99841 - Vending Machine Repairer		30.72
99842 - Vending Machine Repairer Helper		25.91

***Workers in this classification may be entitled to a higher minimum wage under

Executive Order 14026 ($16.20 per hour) or 13658 ($12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.98 per hour, up to 40 hours per week, or $199.20 per week or $863.20 per month

HEALTH & WELFARE EO 13706: $4.57 per hour, up to 40 hours per week, or $182.80 per week, or $792.13 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least $27.63 per hour (or at least $684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of ""wash and wear"" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the ""Service Contract Act Directory of Occupations"", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."