SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER
1605C4-26-R-00024

6. SOLICITATION ISSUE DATE
08/05/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME
Ryan Proietto

b. TELEPHONE NUMBER *(No collect calls)*
801-233-4934

8. OFFER DUE DATE/ LOCAL TIME
08/14/2026 1700 ET

9. ISSUED BY CODE CAS

US Department of Labor
Customer Acquisition Services
200 Constitution Ave, NW
Washington DC 20210

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561621

SIZE STANDARD: $25

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE MSHA WV TRIDELPHIA

US DEPARTMENT OF LABOR
APPROVAL AND CERTIFICATION CENTER
765 TECHNOLOGY DRIVE
TRIADELPHIA WV 26059

16. ADMINISTERED BY CODE CAS

US Department of Labor
Customer Acquisition Services
200 Constitution Ave, NW
Washington DC 20210

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE

- [ ] 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 NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	The U.S. Department of Labor (DOL), Office of the Senior Procurement Executive (OSPE), on behalf of the Mine Safety and Health Administration (MSHA), has a need for the Replacement of Security Gate Systems at the Continued... *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

- [ ] 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 CONTRACTING OFFICER *(Type or print)*
Alicia M. Jackson

31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	MSHA Approval and Certification Center (A&CC) in Triadelphia, West Virginia, in accordance with this Request for Proposal (RFP). This RFP will result in a single award. The Period of Performance shall be Upon Receipt of Award to 120 Days After Award. This is a Total Small Business Set-Aside. Lowest Priced Technically Acceptable (LPTA) source selection procedures will be utilized. Please read the RFP in its entirety, including instructions for submitting a proposal and the evaluation criteria the Government will use to make an award. *SITE VISITS ARE ALLOWED. Please note that the Government will NOT cover any costs for site visits. If you would like to schedule a site visit, please coordinate via email with Ryan Proietto (proietto.ryan.v@dol.gov) and Alicia Jackson (jackson.alicia.m@dol.gov).				
0001	The Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items necessary for the Replacement of Continued...				

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. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	

STOCK RECORD (S/R)		40. PAID BY
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	

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 RECEIVED *(MM/DD/YYYY)*	42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Security Gate Systems for the Mine Safety and Health Administration (MSHA) Approval and Certification Center (A&CC) located at 765 Technology Drive, Triadelphia, West Virginia. In accordance with the attached Statement of Work. Period of Performance: Upon Receipt of Award to 120 Days After Award CLIN Type: Firm Fixed Price Product/Service Code: N063				

1 - Statement of Work (SOW) 4
2 - Clauses....12
3 - Provisions 26
4 - Instructions to Offerors 42
5 - Evaluation Criteria 44

1 - Statement of Work (SOW)

STATEMENT OF WORK (SOW) FOR MINE SAFETY AND HEALTH ADMINISTRATION (MSHA) APPROVAL AND CERTIFICATION CENTER (A&CC) REPLACEMENT OF SECURITY GATE SYSTEMS

PART 1 General Information

MSHA's A&CC needs the current end of life/outdated security gate systems replaced due to frequent failures and non-availability of parts. This gate system is 20 years old, and the technology has evolved into new digital controls that are more reliable and more readily available when needed to be replaced due to failures.

1.1 Description of Services/Introduction:
The contractor shall provide all resources (i.e. personnel, equipment, tools, materials, supervision, non-personal services) necessary to dismantle/dispose of legacy Security Gate Systems as defined in this SOW. These legacy systems are then to be replaced by new security gate systems, as defined in this SOW, to control physical access to the A&CC's Campus. The contractor shall perform to the standards in this contract action.

1.2 Background:
The mission of the MSHA is to administer the provisions of the Federal Mine Safety and Health Act of 1977 (Mine Act), the Miner Act of 2006 and to enforce compliance with mandatory safety and health standards as a means to eliminate fatal accidents; to reduce the frequency and severity of nonfatal accidents; to minimize health hazards; and to promote improved safety and health conditions in the Nation's mines.

As a regulatory organization, MSHA's jurisdiction includes the Nation's mining industry, which consists of coal, metal, and nonmetal mines, including both underground and surface operations. Just as mining is essential to the American economy, a safe and healthy mining workforce is essential to the mining industry as a whole. The mining environment is inherently hazardous. Unseen geologic instabilities, constantly changing terrain, the prevalence of large and complex haulage and mining equipment are only a few of the factors that make maintaining mine safety a continuing challenge.

To meet this challenge and accomplish its mission of protecting the safety and health of the Nation's miners, MSHA develops and enforces safety and health rules applying to all U.S. mines, fosters compliance, and makes available technical, educational, and other types of assistance. More specifically, MSHA conducts mine inspections; investigates mine accidents, fatalities, discrimination accusations, hazardous conditions complaints, and other potential violations; issues citations and collects financial penalties; develops improved safety and health standards and policies; evaluates and approves mine plans as well as some equipment and materials used in mines; provides mine emergency response capabilities; trains and certifies mine safety and health professionals; and develops and delivers education and training programs and materials.

MSHA's A&CC, located in Triadelphia, West Virginia, consists of 96 acres of property and numerous buildings that house laboratories, offices, and storage. The A&CC approves and certifies certain mining products for use in underground coal and gassy underground metal mines. Technical experts evaluate and test equipment, instruments, and materials for compliance with Federal Regulations. Products evaluated and tested range from extremely small electronic devices to very large mining systems. Following successful completion of evaluation and testing of a product, a license is issued authorizing a manufacturer to produce and distribute products for use in mines. The MSHA approval issued by the Center is internationally recognized.

The Center performs other technical functions in support of MSHA's programs, including investigations of safety and health concerns relating to product approvals; litigation assistance on issues involving approved products; accident investigation assistance when an explosion, fire, injury or fatality involves or may involve approved equipment; identification of the need for technical solutions to problems in application of mining equipment, materials, and explosives; technical assistance in developing new or revised Federal standards and regulations; and research assistance to other government agencies on research programs that directly relate to MSHA. The Center also provides engineering support and technical assistance in the area of industrial safety.

1.3 Objectives:

To replace legacy Security Gate Systems at MSHA's A&CC Campus.

1.4 Scope:

Building 1: Removal of legacy Security Gate Systems and installation of upgraded slider gate and traffic arm system, including access control and communications back to the guardhouse.

Building 2: Removal of legacy Security Gate System and installation of upgraded slider gate, including access control and communications back to the guardhouse. Relocation of slide gate to have the gate open to the Right-Hand side of the gate entrance, over solid ground.

Building 3: Removal of legacy Security Gate System and installation of new Pivot gate and traffic gate system, including access control and communication back to the guardhouse.

The access control system will utilize all new digital communications and security cameras specified in this SOW.

1.5 Period of Performance:
The period of performance for this project will require completion of the project within 120 days after award of the contract.

1.6. General Information:

1.6.1 Quality Control:

The contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this SOW. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is the means by which he assures himself that his work complies with the requirement of the contract. As a minimum, the contractor shall develop quality control procedures that address the areas identified in this SOW. After acceptance of the quality control plan, the contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to his QC system. The Quality Control Plan is to be delivered within 10 days after contract award via e-mail to the Contracting Officer (identified on the solicitation).

1.6.2 Government Remedies:
The Contracting Officer shall follow Revolutionary FAR Overhaul (RFO) 52.212-4, "Terms and Conditions - Commercial Products and Commercial Services" for contractor's failure to perform satisfactory services or failure to correct non-conforming services.

1.6.3 Recognized Holidays:

New Year's Day
Martin Luther King Jr.'s Birthday
President's Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

1.6.4 Hours of Operation:
The contractor is responsible for conducting performance between the hours of 6:00 AM to 5:00 PM Eastern, Monday thru Friday, except Federal holidays or when the government facility is closed due to local or national emergencies, administrative closings, or similar government directed facility closings. If days/times outside of the above are required, special coordination with the onsite COR can be arranged. It is imperative that the work being performed will allow for the various current gate systems or newly installed gate systems be functional at the end of the contractor's shift. In other words, the three (3) gates need to be functional to be in a lockdown state by 8:00 PM everyday M-F. With that being said, it will be incumbent on the contractor to NOT demo any more that what can be replaced and functional per shift. The contractor must at all times maintain an adequate workforce for the uninterrupted performance

of all tasks defined within this SOW when the government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the workforce are essential. Telecommuting or "work at home" is not authorized under this contract action unless under emergency situations as determined by the Contracting Officer's Representative (COR).

1.6.5 Place of Performance:
The work to be performed under this contract action will be performed at MSHA's A&CC Campus Entrances (B-1 Gate 1, B-2 Gate 2, B-3 Gate 3, Guardhouse, Local Area Network (LAN) Room) located at 765 Technology Drive, Triadelphia, WV 26059.

1.6.6 Type of Contract:
The government anticipates award of a Firm-Fixed Price contract.

1.6.7 Security Requirements:
Contract Employees will report/sign in at the guardhouse or Building 1 Receptionist area when starting their shift and report/sign out at the end of their shift or when leaving the property. The contract employees will be provided "Visitor" badges to be worn at all times while on government property.

1.6.8 Physical Security:
The contractor shall be responsible for safeguarding all government property provided for contractor use. At the close of each work period, government facilities, equipment, and materials shall be secured.

1.6.9 Conservation of Utilities:
The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning.

1.6.10 Special Qualifications:
The contractor is responsible for ensuring all employees possess all required knowledge, experience, and licenses to execute this contract action.

1.6.11 Post Award Conference/Periodic Progress Meetings:
The contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The Contracting Officer, COR, and other government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the Contracting Officer will apprise the contractor of how the government views the contractor's performance and the contractor will apprise the government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government.

1.6.12 Contracting Officer's Representative (COR):
A COR will be delegated separately. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the contractor performs the technical requirements of the contract: perform inspections necessary in connection with contract performance: maintain written and oral communications with the contractor concerning technical aspects of the contract: issue written interpretations of technical requirements, including government drawings, designs, specifications: monitor contractor's performance and notifies both the Contracting Officer and contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the contractor, states the responsibilities and limitations of the COR, especially about changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the resulting contract.

1.6.13 Key Personnel:
The following personnel are considered key personnel by the government: Project Manager/Alternate Project Manager. The contractor shall provide a project manager who shall be responsible for the performance of the work. The name of this person and an alternate who shall act for the contractor when the manager is absent shall be designated in writing to the Contracting Officer. The Project Manager or Alternate shall have full authority to act for the contractor on all contract matters relating to daily operation of this contract action. The Project Manager or Alternate shall be available while contract employees are on government property, Monday thru Friday except Federal holidays or when the government facility is closed for administrative reasons.

1.6.14 Identification of Contractor Employees:
All contract personnel attending meetings and working in situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. The contract employees will be provided "Visitor" badges to be worn at all times while on government property.

1.6.15 Organizational Conflict of Interest:
Contractor and subcontractor personnel performing work under this contract action may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI), as defined in FAR Subpart 9.5. The contractor shall notify the Contracting Officer immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the Contracting Officer to avoid or mitigate any such OCI. The contractor's mitigation plan will be determined to be acceptable solely at the discretion of the Contracting Officer and in the event the Contracting Officer unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the Contracting Officer may affect other remedies as he or she deems necessary, including prohibiting the contractor from participation in subsequent contracted requirements which may be affected by the OCI.

PART 2 Definition & Acronyms

Approval and Certification Center (A&CC). The requesting agency.
B-1. Building 1.
B-2. Building 2.
B-3. Building 3.
Center Operations Division (COD). COD is the group responsible for managing the facility.
Contracting Officer's Representative (COR). A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor.
Project Manager. Contract personnel who shall be responsible for the performance of the work and onsite contract and sub-contract personnel.
Defective Service. A service output that does not meet the standard of performance associated with it in the SOW.
MSHA. Mine Safety & Health Administration.
Quality Assurance. Those actions taken by the government to assure services meet the requirements of the SOW.
Quality Assurance Surveillance Plan. An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.
Quality Control. Those actions taken by a contractor to control the performance of services so that they meet the requirements of the SOW.
SOW. Statement of Work.
TS. Technical Support.
CCTV. Closed Circuit Television Cameras.
Wi-Fi. Wireless Fidelity or Wireless Technology.
POE. Power over Ethernet or low voltage ethernet.
LPR. License Plate Reader camera.
PTZ. Pan-Tilt-Zoom, type of CCTV camera with up to 360-degree viewing.
NVR. Network Video Recorder.
LAN. Local Area Network.
SOS. Siren Operated Sensor for after-hours access by first responders.

PART 3 Government Furnished Property, Equipment, And Services

3.1 General:
The government will provide, the facilities, equipment, materials, and/or services listed below.

3.2 Services:

3.2.1 Utilities:

The government will provide access to all utilities in the facility for the contractor's use in performance of tasks outlined in this SOW. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning.

3.3 Facilities:
Onsite. The government will furnish physical access to the areas of government property that pertain to the work to be conducted per this SOW and restroom facilities. Contract employees will be escorted and monitored while on government property.

PART 4 Contractor Furnished Items and Services

4.1 General:
Except for those items specifically stated to be government furnished in Part 3, the contractor shall furnish all other items/resources required to perform the services in this SOW.

PART 5 Specific Tasks

5.1 Services:
The contractor shall provide resources/services for dismantling and properly disposing of legacy Security Gate Systems to be replaced. Once the removal has taken place, the contractor will need to provide/install/test:

Building 1:
•This project is to include a rack mount server to be located in the B-1 LAN/Server Room and communicate over existing multimode fiber to the guardhouse. The server is required to have a keyboard, mouse and at least a 24" monitor for access within the B-1 LAN/Server Room. Fiber/Copper Patch cables will be the responsibility of the contractor as well as the ethernet switches at both ends.
•This project is to include a Network Video Recorder (NVR) at least 64TB capacity (memory fully ready/available) which will allow for recording/storing and analytics from the LPR cameras along with the additional PTZ cameras. This equipment will be 19" rack mountable and located in the B-1 LAN/Server Room and will have a rack mount UPS. Existing Multimode fiber will be utilized for connectivity to the Guardhouse.
•This project is to include (150) vehicle tags for proper personnel to display on their windshield to open the gates.

Clarification: The government reserves the right to keep and/or cannibalize any of the legacy gate system components it feels has a current/future potential use to the government.

Each Gateway:
•All enclosure for the various electrical components that are part of the Security Gate Systems will be weatherproof and lockable.
•Any existing poles or underground conduit, that are still suitable for the new application can be utilized after existing cabling is removed. Existing underground conduit will need to be certified by the contractor that it is still impervious to water.
•Any new underground wiring/cabling installed as part of these systems will need to be of an adequate gauge and be weatherproof jacketed.
•All communications cabling (fiber/copper) will need to be of an adequate gauge and length with at least 20' of slack on both ends for future/possible relocation.
•All communications hardware (including copper and fiber patch cables) will be the responsibility of the contractor and need to be surge protected and have uninterrupted power supplies (UPS). This includes, but is not limited to, all Wi-Fi transceivers, antenna, network switches, Power of Ethernet (POE) devices, terminal blocks, patch panels, injectors, repeaters, etc.
•Each access point/Gateway will have a card reader that actuates the slider gate, when closed, and then the second reader will actuate the ingress traffic arm. Free egress at all of the exit traffic arms and slider gates will be accomplished using a virtual loop/detector. • Each slider gate and ingress traffic arm will be equipped with a Siren Operated Sensor (SOS) device for after-hours access by first responders. **(2 devices per gateway)**.
•All Software and Software Licensing to operate the slider gates, traffic arms, cameras and digital recorder will be the responsibility of the contractor and will be licensed in the name of the government. There needs to be training on all hardware and software to the government and on-site contract employees **(i.e. Maintenance & Security)**.

Gate 1/Guardhouse:
•**(2) long-range vehicle identification card-readers (Nedap or equivalent brand quality)** to enable hands-free or credential-based

vehicle access at designated gates. Work includes mounting hardware, wiring, power/network connectivity, reader configuration, and integration with the new access control environment. One reader will be for the slider, if/when closed, and the other one will be for the ingress traffic arm. **(Must be Weatherproof)**.
•**(1) Pan-Tilt-Zoom (PTZ) 360-degree camera for outdoor use. (Hanwha Vision or equivalent brand quality)** to allow visibility to overlook the main entrance from a wide view to allow for accountability for emergencies. **(Guardhouse – Must be Weatherproof)**.
•**(2) License Plate Reader (LPR) cameras (Hanwha Vision or equivalent brand quality)** to allow for license plate recognition coming from both entry and exit driveways. **(Must be Weatherproof)**.
•**All communications hardware required for the access controls and cameras to communicate with the Guardhouse.**
•**(1) Workstation**. This project is to include a new workstation for the guardhouse that includes mouse, keyboard (with card reader) and at least a 24" color monitor. It should provide management of the access control software as well as the digital recording history. A second monitor will be required for the guardhouse to display, in real-time, all of the CCTV cameras.

Physical Gate/Traffic Arms Specifications #1:

Provide and install the following materials:
(1) - 25' wide single aluminum TyMetal or (equivalent brand quality) structural slide gate
(2) - 4" O.D. gate posts.
(1) - HySecurity HD or (equivalent brand quality) slide gate operator with battery backup
(1) - EMX IRB-RET2 or (equivalent brand quality) reflective photo eye.
(1) - Gate safety edge system
(2) - Magnetic vehicle detectors
(2) - Ground loops
(1) - SOS alert system
(2) - HySecurity DC14 or (equivalent brand quality) barrier arm gates with battery backup
(2) - 14' wide aluminum arms with LED lighting
(2) - Magnetic vehicle detectors
(2) - Ground loops
(2) - EMX MRD-1P or (equivalent brand quality) virtual sensors
(1) - Siren operated sensor.

Building 2/Gate 2:
•**(2) long-range vehicle identification card-readers (Nedap or equivalent brand quality)** to enable hands-free or credential-based vehicle access at designated gates. Work includes mounting hardware, wiring, power/network connectivity, reader configuration, and integration with the new access control environment. One reader will be for the slider, if/when closed, and the other one will be for the ingress traffic arm. **(Must be Weatherproof)**.
•**(1) Pan-Tilt-Zoom (PTZ) 360-degree camera for outdoor use. (Hanwha Vision or equivalent brand quality)** to allow visibility to overlook the main entrance from a wide view to allow for accountability for emergencies. **(Guardhouse – Must be Weatherproof)**.
•**(2) License Plate Reader (LPR) cameras (Hanwha Vision or equivalent brand quality)** to allow for license plate recognition coming from both entry and exit driveways. **(Must be Weatherproof)**.
•**All communications hardware required for the access controls and cameras to communicate with the Guardhouse**.

Physical Gate/Traffic Arms Specifications #2:

Provide and install the following materials:
(1) – 30' to 35' wide single aluminum TyMetal or (equivalent brand quality) structural slide gate
(2) - 4" O.D. gate posts.
(1) - HySecurity HD or (equivalent brand quality) slide gate operator with battery backup
(1) - EMX IRB-RET2 or (equivalent brand quality) reflective photo eye.
(1) - Gate safety edge system
(2) - Magnetic vehicle detectors
(2) - Ground loops
(1) - SOS alert system

Relocation of Slide Gate Operator at Gate #2:
After removal of existing slide gate/operator, saw cut asphalt across driveway/entrance opening between the curbs and remove.

Trench area approximately 18" to 24" deep for installation of:

(3) – 2.5" schedule 80 PVC conduits. Reinstall existing material as/if needed into trench and top/pour 6” of high-early 4500psi concrete. Also provide and install approximately 4" of asphalt base and wearing coat in the trench area and seal edges with hot tar and black sand.

•Install a 12" x 12" weatherproof/outdoor rated electrical box at the old gate operator area to act as a junction/disconnect for the new cable that's needed.
•Provide and install all new high voltage power and control cables to bring them across roadway.
•Provide all necessary fittings needed to land conduit into new gate operator.

Building 3/Gate 3:
•**(2) long-range vehicle identification card-readers (Nedap or equivalent brand quality)** to enable hands-free or credential-based vehicle access at designated gates. Work includes mounting hardware, wiring, power/network connectivity, reader configuration, and integration with the new access control environment. One reader will be for the slider, if/when closed, and the other one will be for the ingress traffic arm. **(Must be Weatherproof)**.
Statement of Work (SOW)
•**(1) Pan-Tilt-Zoom (PTZ) 360-degree camera for outdoor use. (Hanwha Vision or equivalent brand quality)** to allow visibility to overlook the main entrance from a wide view to allow for accountability for emergencies. **(Guardhouse – Must be Weatherproof)**.
•**(2) License Plate Reader (LPR) cameras (Hanwha Vision or equivalent brand quality)** to allow for license plate recognition coming from both entry and exit driveways. **(Must be Weatherproof)**.
•**All communications hardware required for the access controls and cameras to communicate with the Guardhouse.**

Physical Gate/Traffic Arms Specifications #3:

Provide and install the following materials:
(1) - 25' wide single aluminum TyMetal or (equivalent brand quality) structural slide gate
(2) - 4" O.D. gate posts.
(1) - HySecurity HD or (equivalent brand quality) slide gate operator with battery backup
(1) - EMX IRB-RET2 or (equivalent brand quality) reflective photo eye.
(1) - Gate safety edge system
(2) - Magnetic vehicle detectors
(2) - Ground loops
(1) - SOS alert system
(2) - HySecurity DC14 or (equivalent brand quality) barrier arm gates with battery backup
(2) - 14' wide aluminum arms with LED lighting
(2) - Magnetic vehicle detectors
(2) - Ground loops
(2) - EMX MRD-1P or (equivalent brand quality) virtual sensors
(1) - Siren operated sensor.

PART 6 Technical Exhibit Index

1) Technical Exhibit 1 – Estimated Workload Data

Technical Exhibit 1 – Estimated Workload Data

Item	Labor Category	Estimated Quantity
1	Laborer	80 hours
2	Electrician	40 hours
3	Communications Specialist	40 hours

2 - Clauses

52.204-13 System for Award Management-Maintenance. (OCT 2018) (Deviation NOV 2025)

RFO 52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation NOV 2025)

52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023) (Deviation NOV 2025)

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (MAR 2026)

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

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

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

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

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

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

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

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

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

[ ] (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).

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

[ ] (6) [Reserved]

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

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

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

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

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

[ ] (ii) Alternate I (DEC 2023) of 52.204-30.

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

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

[ ] (14) [Reserved]

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

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

[ ] (17) [Reserved]

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

[ ] (ii) Alternate I (MAR 2020) of 52.219-6.

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

[ ] (ii) Alternate I (MAR 2020) of 52.219-7.

[ ] (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).

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

[ ] (ii) Alternate I (NOV 2016) of 52.219-9.

[ ] (iii) Alternate II (NOV 2016) of 52.219-9.

[ ] (iv) Alternate III (JUN 2020) of 52.219-9.

[ ] (v) Alternate IV (JAN 2025) of 52.219-9.

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

[ ] (ii) Alternate I (MAR 2020) of 52.219-13.

[ ] (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

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

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

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

[ ] (ii) Alternate I (MAR 2020) of 52.219-28.

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

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

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

[ ] (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).

[ ] (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[ ] (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2026) (E.O. 13126).

[ ] (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[ ] (34)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

[ ] (ii) Alternate I (FEB 1999) of 52.222-26.

[ ] (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

[ ] (ii) Alternate I (JULY 2014) of 52.222-35.

[ ] (36)(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.

[ ] (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

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

[X] (39)(i) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

[ ] (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*).

[ ] (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*).

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

[ ] (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[ ] (ii) Alternate I (JAN 2017) of 52.224-3.

[X] (48)(i) 52.225-1, Buy American- Supplies (OCT 2022)) (41 U.S.C. chapter 83).

[ ] (ii) Alternate I (OCT 2022) of 52.225-1.

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

[ ] (ii) Alternate I [Reserved].

[ ] (iii) Alternate II (JAN 2025) of 52.225-3.

[ ] (iv) Alternate III (FEB 2024) of 52.225-3.

[ ] (v) Alternate IV (OCT 2022) of 52.225-3.

[ ] (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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

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

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

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

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

[ ] (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

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

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

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

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

[ ] (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[ ] (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

[ ] (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.]*

[ ] (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[ ] (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).

[ ] (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).

[ ] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(xvi) [ ] (A) 52.222-50, Combating Trafficking in Persons (OCT 2025) (22 U.S.C. chapter 78 and E.O. 13627).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors (Deviation APR 2026)

RFO 52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)

RFO 52.232-1 Payments. (APR 1984)

RFO 52.232-8 Discounts for Prompt Payment. (FEB 2002)

RFO 52.232-11 Extras. (APR 1984)

RFO 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

RFO 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004) (Deviation NOV 2025)

52.243-1 Changes-Fixed-Price. (AUG 1987) (Deviation JUL 2025) - Alternate II (APR 1984) (Deviation JUL 2025)

DOLAR 2952.201-70 Contracting Officer's Representative (COR) Clause. (SEP 2014)

(a) A Contracting Officer's Representative (COR) will be delegated upon award. A copy of the delegation memorandum will be provided to the COR and a delegation letter sent to the vendor.

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

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

(End of Clause)

2952.204-70 Records Management Requirements. (Deviation MAR 2026)

A. Definitions.

"Federal record" as defined in 44 U.S.C. 3301, includes all recorded information, regardless of form or characteristics, made or received by a federal agency under federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term federal record:

(a) Includes DOL records.

(b) Does not include personal materials.

(c) Applies to records created, received, or maintained by contractors pursuant to their DOL contract.

(d) May include deliverables and documentation associated with deliverables.

B. Requirements

(a) Contractor must comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to, the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

(b) In accordance with 36 CFR 1222.32(b), all data created for Government use and delivered to, or falling under the legal control of, the Government are federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

(c) In accordance with 36 CFR 1222.32, contractor must maintain all records created for government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data

(d) DOL and its contractors prevent the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of DOL or destroyed except for in accordance with the provisions of the applicable agency schedules and with the written concurrence of the Head of the Contracting Activity in consultation with the Agency Records Officer. Willful and unlawful destruction, removal, damage, or alienation of federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, contractor must report to DOL. The agency must report the incident directly to their Agency Records Officer. The Agency Records Officer will engage the Departmental Records Officer who will follow procedures promptly to report to NARA in accordance with 36 CFR 1230.

(e) The contractor must immediately notify the appropriate contracting officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The contractor must ensure

that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The contractor must not remove material from government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records, and/or equipment is no longer required, it must be returned to DOL's control, or the contractor must hold it until otherwise directed. Items returned to the Government must be hand carried, mailed, emailed, or securely electronically transmitted to the contracting officer or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

(f) The contractor is required to obtain the contracting officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material, and/or records generated under, or relating to, contracts. The contractor (and any sub-contractor) is required to abide by government and DOL guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

(g) The contractor must only use government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with DOL policy.

(h) The contractor must not create or maintain any records containing any non-public DOL information that are not specifically tied to or authorized by the contract.

(i) The contractor must not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

(j) [Insert the following if no other data rights clause has been included in the contract] The DOL owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which DOL must have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

(k) Training. All contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take the annual mandatory records management training, provided by DOL, as directed by the Contracting Officer's Representative (COR). The training must be completed in a timeframe specified by the COR. The contractor confirms training has been completed according to agency policies, including initial training and any annual or refresher training.

C. Flow down of requirements to subcontractors.

(a) The contractor must incorporate the substance of this clause, its terms, and requirements, including this paragraph, in all subcontracts under this contract and require written subcontractor acknowledgment of same.

(b) Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor.

(End of Clause)

2952.207-70 Contractor Personnel Telework. (Deviation MAR 2026)

The Government must not provide or reimburse contractor personnel for internet connectivity.

(End of Clause)

2952.209-70 Organizational Conflict of Interest Clause - OCI-1 Exclusion From Future Agency Contracts. (Deviation MAR 2026)

This clause supplements the FAR provisions on organizational conflicts of interest, located at FAR subpart 9.500 and should be read in conjunction with these provisions. To the extent there is any inconsistency or confusion between the two provisions, the FAR provision controls.

(a) Work under this contract may create a future organizational conflict of interest (OCI) that could prohibit the contractor from competing for, or being awarded, future government contracts.
The following examples illustrate situations in which organizational conflicts of interest may arise. They are not all inclusive, but will be used by the contracting officer as general guidance in individual contract situations:

(1) Unequal Access to Information. The performance of this contract may provide access to "nonpublic information," which could provide the contractor an unfair competitive advantage in later solicitations or competitions for other DOL contracts. Such an advantage could be perceived as unfair by a competing vendor who is not given similar access to the same nonpublic information that is related to the future procurement action. If you, as a contractor, in performing this contract, obtain nonpublic information that is relevant to a future procurement action, you may be required to submit and negotiate an acceptable mitigation plan prior to being deemed eligible to compete on the future action. Alternatively, the "nonpublic information" may be provided to all offerors.

(2) Biased Ground Rules. Your contract with DOL may have, in some fashion, established important "ground rules" for another DOL procurement, in which you may desire to be a competitor. For example, this contract may involve you drafting the statement of work, specifications, or evaluation criteria for a future DOL procurement. The primary concern, in any such situation, is that any such firm could skew the competition, whether intentionally or not, or be perceived as having skewed the competition, in its own favor. If the requirements of this DOL contract anticipate the contractor may be placed in a position to establish important ground rules, including but not limited to those described herein, the contractor may be precluded from competing in the related action or, if possible, may be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired Objectivity. The performance of this contract may result in the contractor being placed in a situation where it is able, or required, to provide assessment and evaluation findings concerning itself, another business division, a subsidiary or affiliate, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor's ability to render impartial advice to DOL could appear to be undermined by the contractor's financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a "walling off" of lines of communication between entities or divisions may be acceptable, but it also may not be sufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the DOL procurement indicate that a contractor may be placed in a position to provide evaluations and assessments of itself or other entities with which it has a significant financial relationship, the affected contractor should notify DOL immediately. The contractor may also be required to provide a mitigation plan that includes recusal by the contractor from one of the affected contracts. Such recusal might include divestiture of the work to a third party.

(b) In order to prevent a future OCI of any kind, the contractor must be subject to the following restrictions:

(1) The contractor may be excluded from competition for, or award of, any government contracts as to which, in the course of performing another contract, the contractor has received nonpublic and competitively relevant information before such information has been made generally available to other persons or firms.

(2) The contractor may be excluded from competition for, or award of, any government contract for which the contractor actually assisted or participated in the development of specifications or statements of work.

(3) The contractor may be excluded from competition for or award of, any government contract which calls for it to evaluate itself, any affiliate, or any products or services produced or performed thereby.

(4) The contractor may be excluded from competition for, or award of, any government contract calling for the production or performance of any product or service for which the contractor participated in the development of

requirements or definitions pursuant to another contract.

(5) This clause shall not exclude the contractor from performing work under any modification to this contract or from competing for award of any future contract for work that is the same or similar to work performed under this contract, so long as the conditions above are not present. This clause does not prohibit an incumbent from competing on a follow-on competition, but the contracting officer may require a mitigation plan or other steps as needed to ensure that there has not been an unequal access to nonpublic competitively sensitive information.

(c) The term “contractor” as used in this clause, includes any person, firm or corporation that owns or controls, or is owned or controlled by, the contractor. The term also includes the corporate officers of the contractor.

(d) The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause will apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder, or such other period as the contracting officer directs.

(e) If any provision of this clause excludes the contractor from competition for, or award of any contract, the contractor must not be permitted to serve as a subcontractor, at any tier, on such contract. This clause must be incorporated into any subcontracts or consultant agreements awarded under this contract unless the contracting officer determines otherwise.

(End of Clause)

2952.224-70 Privacy Breach Notification Requirements. (Deviation MAR 2026)

A. Definitions.

"Breach" is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where--

(a) A person other than an authorized user accesses or potentially accesses Personally Identifiable Information (PII); or

(b) An authorized user accesses or potentially accesses PII for an unauthorized purpose.

Information" is defined as any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, electronic, or audiovisual forms (See Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource). "Information System" is defined as a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Personally Identifiable Information" is defined as 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. (See OMB Circular No. A-130, Managing Federal Information as a Strategic Resource).

B. Requirements.

(a) Contractors and subcontractors who collects or maintains federal information on behalf of the agency or uses or operates an information system on behalf of the agency, must comply with federal law e.g., FISMA 2014, E-Government Act and the Privacy Act.
Additionally, the contractor must meet OMB directives and National Institute of Standards and Technology Standards to ensure processing of PII is adequately managed.

(b) The contractor must:

(1) Properly encrypt PII in accordance with appropriate laws, regulations, directives, standards or guidelines;

(2) Report to DOL any suspected or confirmed breach in any medium or form, including paper, oral, and electronic within one hour of discovery;

(3) Cooperate with and exchange information with DOL (contracting officer and Contracting Officer's Representative) as well as allow for an inspection, investigation, forensic analysis, as determined necessary by the DOL, in order to effectively report and manage a suspected or confirmed breach;

(4) Maintain capabilities to determine what DOL information was or could have been compromised and by whom, construct a timeline of user activity, determine methods and techniques used to access federal information, and identify the initial attack vector;

(5) Ensure staff that have access to DOL systems or information are regularly trained to identify and report a security incident. This includes the completion of any DOL mandatory training for contractors;

(6) Take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised.

(7) Report incidents per DOL incident management policy and US-CERT notification guidelines.

(c) Remedy:

(1) A report of a breach must not, by itself, be interpreted as evidence that the contractor or its subcontractor (at any tier) failed to provide adequate safeguards for PII. If the contractor is determined to be at fault for the breach, the contractor may be financially liable for government costs incurred in the course of breach response and mitigation efforts;

(2) The contractor must take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised. Additionally, the individual or individuals directly responsible for the data breach must be removed from the contract within 45 days of the breach of data; and

(3) The Government reserves the right to exercise all available contract remedies including, but not limited to, a stop-work order on a temporary or permanent basis in order to address a breach or upon discovery of a contractor's failure to report a breach as required by this clause. If the contractor is determined to be at fault for a breach, the contractor must provide credit monitoring and privacy protection services for one year to any individual whose private information was accessed or disclosed. The individual must be given the option, but the decision is theirs. Those services will be provided solely at the expense of the contractor and will not be reimbursed by the Federal Government.

(End of Clause)

2952.232-71 Submission of Invoices (Deviation MAR 2026)

(a) Electronic Invoice Submittal Invoices for the services/goods provided under this award must be submitted through the Department of Treasury's Invoice Processing Platform (IPP) email system, as directed by the Contracting Officer. IPP is a Federal Government owned and operated website accessible to contractors free of charge. Information about IPP, including enrollment instructions, are available and should be obtained by the enrolled contractors directly from the Department of Treasury after award at, https:www.ipp.gov.

(1) The following instructions apply to Invoices submitted through IPP.Gov:

(i) IPP invoice attachments MUST NOT exceed the size limit of 10 megabytes (MB) each. However, you may submit multiple attachments of less than 10MB each with the invoices.

(ii) DO NOT submit an invoice or attachment that uses shading or color.

(b) Electronic invoices must be in PDF, DOC, or Excel format.

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(c) General Information Payment due date is to be calculated from the date the invoice is received in accordance with FAR 32.905 and the instructions above Inquiries regarding invoices must be emailed to *invoiceinquiries.msh@dol.gov*. The relevant invoice must be attached to the inquiry email, and the subject line of the email must state "INQUIRY", as shown in the following example:

INQUIRY: Contractor Name, DOL Agency, Contract Number, BPA Call or Order Number, Invoice Number, Invoice Amount

The contractor MUST NOT use the DOL electronic invoicing email address for inquiries about any invoice.

Questions:

All questions regarding Electronic Invoicing must be sent to the DOL MSHA Finance Branch at *invoiceinquiries.msh@dol.gov*.

(End of Clause)

2952.242-70 Access to Contractor Business Systems (Deviation MAR 2026)

The contractor must, upon request, provide to the Government, access to covered contractor systems associated with the execution and performance of this requirement to meet audits, reviews, security requirements, and Office of Inspector General requests.

(End of Clause)

2952.242-71 DOL Mandatory Training Requirements for Contractor Employees (Deviation MAR 2026)

(a) Where required and applicable, contractor employees, including employees of subcontractors at any tier, must complete any DOL designated and hosted training, that the Contracting Officer's Representative (COR) identifies as mandatory. Training must be completed in a timeframe specified by the COR.

(b) Time spent on training must be counted as regular hours worked.

(c) The contractor must ensure this clause is incorporated in all subcontracts, at any tier.

(End of Clause)

2952.243-70 Contractor's Obligation to Notify the Contracting Officer of a Request to Change the Contract Scope (Contractor's Obligation Clause) (Deviation MAR 2026)

(a) Except for changes identified in writing and signed by the contracting officer, the contractor is required to notify, within five working days of receipt or knowledge, any request for changes to this contract (including actions, inactions, and written or oral communications) that the contractor regards as exceeding the scope of the contract. On the basis of the most accurate information available to the contractor, the notice must state:

(1) The date, nature, and circumstances of the conduct regarded as a change in scope;

(2) The name, function, and activity of each Government employee and contractor official or employee involved in, or knowledgeable about, such conduct; and

(3) The identification of any documents and substance of any oral communication involved in such conduct.

(b) Following submission of this notice, the contractor must continue performance in accordance with the contract terms and conditions, unless notified otherwise by the contracting officer.

(c) The contracting officer must promptly, within 5 business days after receipt of notice from the contractor, respond to the notice in writing. In responding, the contracting officer must either:

(1) Confirm that the contractor's notice identifies a change in the scope of the contract and directs the contractor to stop work, completely or in part, in accordance with the Stop Work provisions of the contract;

(2) Deny that the contractor's notice identifies a change in scope and instruct the contractor to continue performance under the contract; or

(3) In the event the contractor's notice does not provide sufficient information to make a decision, advise the contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(End of Clause)

3 - Provisions

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015) (Deviation NOV 2025)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016) (Deviation NOV 2025)

52.212-1 Instructions to Offerors-Commercial Products and Commercial Services. (SEP 2023) (Deviation NOV 2025)

52.223-1 Biobased Product Certification. (MAY 2024) (Deviation NOV 2025)

RFO 52.232-13 Notice of Progress Payments. (APR 1984)

RFO 52.232-15 Progress Payments Not Included. (APR 1984)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation NOV 2025)

RFO 52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

FAR 52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. (OCT 2025)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through *https://www.sam.gov*. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

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

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

Forced or indentured child labor means all work or service-

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

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

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

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

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

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

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

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

(3) PSG 88, Live Animals;

(4) PSG 89, Subsistence;

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

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

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

(8) PSC 9610, Ores;

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

(10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

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

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

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

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

(6) Have been voluntarily suspended.

Sensitive technology-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed $200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying

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

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

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

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

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

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

(2) Foreign End Products:

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

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

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

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

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

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

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

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

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

[List as necessary]

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

Other Foreign End Products:

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

[List as necessary]

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

Line Item No. _____

[List as necessary]

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

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

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

Israeli End Products:

Line item No.
_____
_____
_____

[List as necessary]

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

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

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

Korean End Products or Israeli End Products:

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

[List as necessary]

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

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

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

Other End Products:

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

[List as necessary]

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

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

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

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

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

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5(a)(2) 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 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 email 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 identifer 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 Web site 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 Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site 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 Web site(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)

4 - Instructions to Offerors

PERIOD OF ACCEPTANCE FOR PROPOSALS
The Contractor agrees to hold the prices in its proposal firm for 90 days from the date specified for receipt of proposals. The Contractor shall make a clear statement in its proposal that the proposal is valid through that date.

ADDITIONAL INFORMATION
The Contractor's proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. The proposal shall be compliant with the requirements of the RFP.

The proposal shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the Contractor intends to meet these requirements.

The Government will not make assumptions concerning intent, capabilities, or experience. Clear identification of proposal details shall be the sole responsibility of the Contractor. Conditional proposals will not be accepted.

All prospective Contractors must be registered in the System for Award Management (SAM.gov) in order to be eligible for award.

POINT OF CONTACT (POC)
The Contracting Officer and Contract Specialist are the sole POCs for this procurement.

Contracting Officer: Alicia Jackson, (jackson.alicia.m@dol.gov)
Contract Specialist: Ryan Proietto, (proietto.ryan.v@dol.gov)

QUESTIONS
Questions shall be submitted via email to Ryan Proietto (proietto.ryan.v@dol.gov) and Alicia Jackson (jackson.alicia.m@dol.gov) no later than Monday, 08/10/2026, 05:00 pm ET.

DELIVERY OF PROPOSALS
Proposals shall be submitted via email to Ryan Proietto (proietto.ryan.v@dol.gov) and Alicia Jackson (jackson.alicia.m@dol.gov) no later than Friday, 08/14/2026, 5:00 pm ET.

PROPOSAL SUBMISSION
The Contractor's proposal shall be submitted as follows. Files shall not contain classified data. The parameters below allow the Government a more fair and easy assessment of proposals.

A. Format
The proposal submission shall be clearly indexed and logically assembled. Each volume shall be appropriately numbered and clearly identified with the date and RFP number in the header and/or footer and shall begin at the top of each page. The cover page of each volume must include the Contractor's name, business address, point of contact information to include email addresses, Unique Entity ID (UEI), and CAGE code.

B. File Packaging
Contractors shall add a cover sheet to the outer cover of each volume, which clearly identifies each volume number and volume name (i.e. Volume 1 - Technical), RFP number, and date of submission.

C. Page Count
The page counts are as follows:

Table 1: **Page Count**

Proposal Volume	**Page Count**
Volume 1 - Technical	Not to Exceed (NTE) 15 pages
Volume 2 - Price	No page limitations

*Those pages that exceed the page counts outlined above will not be evaluated.

D. Content Requirements

All information shall be confined to the appropriate volume. The Contractor shall confine submissions to essential matters, sufficient to define the proposal details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Each volume of the proposal shall consist of a Table of Contents, Summary Section, and Narrative discussion detailing the Contractor's methods and approaches to fulfill the requirements as specified in the SOW and RFP. The Summary Section shall contain a brief abstract of the volume. Proprietary information must be clearly marked. **No pricing information is to be provided in the Technical Proposal.**

5 - Evaluation Criteria

EVALUATION FACTORS

The Contractor must demonstrate an understanding of the requirements as set forth in the Statement of Work. The following factors shall be used for evaluation.

Factor 1 - Technical

The Contractor must demonstrate that their technical proposal meets the requirements set forth in the Statement of Work. The Contractor must detail their capabilities explaining how those capabilities will be utilized for this project and will lead to the successful completion of this project.

Adjectival Ratings for Factor 1 - Technical:

Acceptable	The proposal is technically acceptable as it meets and/or exceeds the minimum specifications listed in the Statement of Work section of the RFP.
Unacceptable	The proposal is technically unacceptable if it does not meet the minimum specifications listed in the Statement of Work section of the RFP.

Factor 2 - Price

The Government will evaluate the Contractor's prices, but this factor will not be given an adjectival rating. The price proposal will be evaluated on completeness, accuracy, and reasonableness.

PAST PERFORMANCE

Contractors are advised that the Government may use past performance information obtained from centralized past performance databases and sources, and the information obtained may be used for both the responsibility determination and the best value decision.

BASIS FOR AWARD

The Government contemplates award of a single Contract resulting from this solicitation to the responsive, responsible Contractor whose proposal conforms to the solicitation and is the Lowest Priced Technically Acceptable (LPTA) offer.