U.S. DEPARTMENT OF JUSTICE

DRUG ENFORCEMENT ADMINISTRATION

15DDHQ26Q00000095

Office of Administration

Preventative Maintenance and Repair

DATE 7/15/2024

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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER: D-26-FS-0140

PAGE 1 OF

2. CONTRACT NUMBER

3. AWARD/EFFECTIVE DATE

4. ORDER NUMBER

5. SOLICITATION NUMBER: 15DDHQ26Q00000095

6. SOLICITATION ISSUE DATE: 07/15/2026

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: Sade Moore

b. TELEPHONE NUMBER (*No collect calls*)

8. OFFER DUE DATE / LOCAL TIME: 08/14/2026 10:00 ET

9. ISSUED BY CODE 15DDHQ
DEA
Attn: Office of Acquisition (FA)

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

NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561210

SIZE STANDARD: $47M

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

12. DISCOUNT TERMS

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

13b. RATING

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

15. DELIVER TO CODE 15DDHQ
DEA
Attn: Office of Acquisition (FA)

16. ADMINISTERED BY CODE 15DDHQ
DEA
Attn: Office of Acquisition (FA)

17a. CONTRACTOR/ OFFEROR CODE FACILITY CODE

TO PROSPECTIVE QUOTERS

TELEPHONE NUMBER

18a. PAYMENT WILL BE MADE BY CODE D-HQ

TBD

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

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

19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a Hybrid, Firm Fixed Price, Time and Material, Labor Hours requirement for critical Equipment Maintenance and Repair for DEA's Headquarters. See Continuation Sheet(s) (*Use Reverse and/or Attach Additional Sheets as Necessary*)				

25. ACCOUNTING AND APPROPRIATION DATA

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

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

- [ ] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.

- [ ] 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____ . YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

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

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

30c. DATE SIGNED

31b. NAME OF THE CONTRACTING OFFICER (*Type or print*)

31c. DATE SIGNED

Section 1 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Preventative Maintenance - Base Year Firm Fixed Price PSC: J041 **Line Period of Performance:** 12/25/2026 - 12/24/2027	12	MO	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Repairs - Not to Exceed Labor Hours PSC: J041 **Line Period of Performance:** 12/25/2026 - 12/24/2027	4,160	HR	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0003	Parts - Not to Exceed Time and Materials PSC: J041 **Line Period of Performance:** 12/25/2026 - 12/24/2027	200,000	LT	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Emergency Repairs - Not to Exceed Firm Fixed Price PSC: J041 **Line Period of Performance:** 12/25/2026 - 12/24/2027	1	LT	$40,000.00	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	Preventative Maintenance - Option Year One Firm Fixed Price PSC: J041 **Line Period of Performance:** 12/25/2027 - 12/24/2028	12	MO	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	Repairs - Not to Exceed $TBD Labor Hours PSC: J041 **Line Period of Performance:** 12/25/2027 - 12/24/2028	4,160	HR	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
1003	Parts - Not to Exceed Time and Materials PSC: J041 **Line Period of Performance:** 12/25/2027 - 12/24/2028	200,000	LT	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	Emergency Repairs - Not to Exceed Firm Fixed Price PSC: J041 **Line Period of Performance:** 12/25/2027 - 12/24/2028	1	LT	$40,000.00	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	Preventative Maintenance - Option Year Two Firm Fixed Price PSC: J041 **Line Period of Performance:** 12/25/2028 - 12/24/2029	12	MO	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

2002	Repairs - Not to Exceed Labor Hours PSC: J041 **Line Period of Performance:** 12/25/2028 - 12/24/2029	4,160	HR	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
2003	Parts - Not to Exceed Time and Materials PSC: J041 **Line Period of Performance:** 12/25/2028 - 12/24/2029	200,000	LT	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	Emergency Repairs - Not to Exceed Firm Fixed Price PSC: J041	1	LT	$40,000.00	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Preventative Maintenance - Option Year Three Firm Fixed Price	12	MO	$_____	$_____

	PSC: J041 **Line Period of Performance:** 12/25/2029 - 12/24/2030				

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	Repairs - Not to Exceed Labor Hours PSC: J041 **Line Period of Performance:** 12/25/2029 - 12/24/2030	4,160	HR	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
3003	Parts - Not to Exceed Time and Materials PSC: J041 **Line Period of Performance:** 12/25/2029 - 12/24/2030	200,000	LT	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	Emergency Repairs - Not to Exceed Firm Fixed Price PSC: J041 **Line Period of Performance:** 12/25/2029 - 12/24/2030	1	LT	$40,000.00	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	Preventative Maintenance - Option Year Four Firm Fixed Price PSC: J041 **Line Period of Performance:** 12/25/2030 - 12/24/2031	12	MO	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Repairs - Not to Exceed Labor Hours PSC: J041 **Line Period of Performance:** 12/25/2030 - 12/24/2031	4,160	HR	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
4003	Parts - Not to Exceed Time and Materials PSC: J041 **Line Period of Performance:** 12/25/2030 - 12/24/2031	200,000	LT	$_____	$_____	$_____	$_____

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	Emergency Repairs - Not to Exceed Firm Fixed Price PSC: J041 **Line Period of Performance:** 12/25/2030 - 12/24/2031	1	LT	$40,000.00	$_____

Drug Enforcement Administration (DEA)

Owned Mechanical Equipment Preventive Maintenance & Repair

STATEMENT OF WORK

1.0 INTRODUCTION

The mission of the Drug Enforcement Administration (DEA) is to enforce the controlled substances laws and regulations of the United States and to bring the criminal and civil justice systems those organizations and/or individuals involved in the growing, manufacture, or distribution of controlled substances appearing in or destined for illicit traffic in the United States and its territories. DEA's workforce is comprised of approximately 10,000 personnel. The workforce includes law enforcement officers and administrative, technical, and professional support personnel.

The DEA requires preventative maintenance and repair of equipment at our Headquarters Office.

2.0 SCOPE OF WORK

The purpose of this contract is to perform the required preventive maintenance and any necessary repairs to the equipment identified in Attachment 1. This is a hybrid, firm fixed price, time and material agreement for the performance of preventive maintenance of the identified equipment, in addition to repairs above and beyond scheduled preventative maintenance as deemed necessary by the Government on an as needed basis.
The Contractor must maintain and service all specified equipment, systems and building components in accordance with Federal, state, local and DEA restrictions, and must be responsible for obtaining any rights-of-way, permits, waivers, approvals or licenses and/ or certificates required to perform the required work. This is a leased facility. The Contractor must be required to agree to the conditions for working on or within the facility as required by the building Landlord to include minimum insurance requirements, elevator use restrictions and notification policies regarding affected building systems

PREVENTATIVE MAINTENANCE

3.0 CONTRACTOR FURNISHED EQUIPMENT

The Contractor must furnish:

a) All supplies, materials, repair or replacement parts, tools, equipment, services, supervision, expertise and labor necessary to efficiently and satisfactorily perform the work specified in this contract. The materials, repair or replacement parts, consumable supplies (filters, lubricants, fluids etc.) used in/or on any piece of equipment or system must meet the manufacturer's minimum warranty standards even if the equipment is still under warranty or not. All personnel utilized for

preventive maintenance or repair must be, at a minimum, FACTORY CERTIFIED or otherwise qualified as deemed acceptable by the Government to perform such work on each piece of equipment itemized in the attached Equipment Inventory (attachment 1). Proof of such original equipment manufacturer's certification or qualifications in the form of training certificates or other manufacture's accreditation must be submitted to the COR prior to the performance of work by the named individual for such equipment.

3.1 APPLICABLE STANDARDS AND REGULATIONS

The Contractor must comply with all local, County, State, Federal, and D.E.A. Agency standards, laws, codes and regulations to the full extent applicable for their use on this project at the DEA Headquarters Facility, County of Arlington, Commonwealth of Virginia to include all building, environmental, security, safety, employment, engineering, mechanical and other aspects. The Contractor must be required to obtain and maintain a Class A Virginia Contractor's license (or Government acceptable equivalent) for the duration of the contract.

The Contractor must conform to, and remain compliant with the established standards for the maintenance and repair of building equipment which include but are not necessarily limited to those provided by the equipment manufacturer, the industry standards organizations as accepted below and Government regulatory entities. The Contractor must stay in conformity with evolving standards, specifications and procedures. The Contractor must obtain all applicable industry publications, manufacturer's operation and maintenance references and other data or information required to complete the work required by this Contract.

The Contractor must perform all work in conformance with Installation, Design Specifications and Drawings, as well as Manufacturer's instruction manuals and test recommendations for the particular equipment. Appropriate standards, Federal, state and local fire, electrical and mechanical codes applicable to this requirement, as stated herein, include (but not limited to) the following:

Environmental Protection Agency (EPA)
International Standards Organization: ISO-14001
D.E.A. adopted Spill Prevention, Containment & Counter-Measures Plan (SPCC)
Department of Labor (DOL)
General Services Administration (GSA)
Occupational Safety and Health Administration (OSHA)
American Association of Engineering Societies (AAES)
American National Standards Institute (ANSI)
American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE)
American Society of Mechanical Engineers (ASME)
American Standards Technical Manual (ASTM)
American Waterworks Association (AWWA)
Institute of Electrical and Electronics Engineers (IEEE)
Insulated Power Cable Engineer Association (IPCEA)

National Electric Code (NEC)
National Electrical Manufacturing Association (NEMA)
National Electrical Testing Association (NETA)
National Fire Protection Association (NFPA)
Federal Property Management Regulations (FPMR)
Sheet Metal and Air Conditioning Contractors National Association (SMACCNA)

3.2 ACCEPTABLE LEVEL OF OPERATION

An "acceptable level" of operation for the purpose of this contract is defined as the level of maintenance and/or repair necessary to preserve the equipment in unimpaired operating condition and preserve the original manufacturer's warranty and above the point where deterioration will begin thereby diminishing the normal life expectancy of the equipment.

All work must be performed in accordance with the applicable manufacturer's recommendations, standards and regulations and the Maintenance Management guidelines set forth in the General Services Administration publication PBS P 5850.1B, whichever is MOST stringent.

3.3 FACILITY RESTRICTIONS

The Contractor must maintain and service all specified equipment, systems and building components in accordance with Federal, state, local and DEA restrictions, and must be responsible for obtaining any rights-of-way, permits, waivers, approvals or licenses and/or certificates required to perform the required work. This is a leased facility. The Contractor must be required to agree to the conditions for working on or within the facility as required by the building Landlord to include minimum insurance requirements, elevator use restrictions and notification policies regarding affected building systems.

3.4 SAFETY

The Contractor must perform all work in a prudent, conscientious, safe and professional manner. At a minimum, Contractor's personnel, equipment, and practices must comply with all safety requirements set forth in applicable Federal, state, and local laws, standards and regulations and must ensure that employees and subcontractors perform the work in a safe manner with particular attention to the safety and protection of Contractor personnel, building occupants and personal and Government property, information and resources.

3.5 ACCESS TO SECURE AREAS

Due to the sensitive and secure nature of DEA programs and the DEA mission, Contractor personnel must expect to encounter numerous areas throughout the facility to which access is severely restricted or limited. The Contractor must make every effort to coordinate access needs with those in direct control of these areas. The Contractor must schedule and reschedule, if necessary, in order to accommodate specific programs needs and requirements. However, if the

Contractor is ultimately unable to gain access to areas requiring service the Contractor must submit written notice to the COR noting the efforts made to gain access, dates that access was attempted, names of program personnel contacted and who denied access to Contractor personnel. This must not de-obligate the Contractor from performance once the access issue is resolved.

3.6 HOURS OF OPERATION

The DEA Headquarters, Lincoln Place Facility, is open 24 hours a day, 7 days a week, 365 days a year. However, all scheduled Preventive Maintenance must be performed during normal business hours unless otherwise specified or authorized by the COR. If the COR determines such activity will adversely impact DEA programs during normal business hours the Contractor must schedule proposed Program Manager (PM) activity to "Other Than Normal Business Hours". "Urgent" or "Emergency" repairs (as defined elsewhere in this Contract) may also require response during "Other Than Normal Hours of Operation".

Normal Core Hours of Operation: Normal core hours of operation for the facility are 6:00 a.m. to 6:00 p.m., Monday thru Friday, except recognized Federal Holidays. Certain agency elements operate 24 hours a day, 7 days a week. The Contractor must coordinate all maintenance services, and related work that require weekend and overtime work with the COR. During the "Normal Core Hours of Operation" the Contractor must maintain a business telephone number by which the COR may contact the Contractor with questions about scheduling, inspection of PMs, status of work being performed, etc. All calls received from the COR must be kept by the Contractor in log format with a minimum note of; 1) Name of Caller. 2) Date & Time of Call 3) Location & Nature of Caller's Concern. 4) Action Taken & Resolution. A copy of the log must be submitted to the COR on a monthly basis along with any invoice.

After-Hours of Operation: This will be defined as ALL other time not otherwise defined as "Normal Core Hours of Operation". Due to the critical mission of some DEA programs the contractor may be required to schedule or reschedule preventive maintenance or repair work to be performed after hours of normal operation, this will be determined by the COR. In such case the contractor must submit an itemized proposal regarding the differential costs between normal and after-hours of performance.

Please note that work requiring access in or to the Cafeteria and Dining area must be scheduled and performed outside of the normal Cafeteria hours of operation.

3.7 EQUIPMENT AND MATERIALS DISMANTLING, HANDLING AND/OR HAULING

The Contractor must coordinate the route of moving equipment and materials within the facility before dismantling, handling and/or hauling with the COR.

Disposal of waste materials through windows or doors must only be allowed with the use of enclosed chutes or receptacles, subject to prior notification and written approval of the COR. No materials must be thrown from windows or doors of the facility.

The Contractor must notify the COR in writing 72 hours in advance of performing work that requires opening or dismantling equipment. The Contractor must notify the COR to reach a mutually acceptable time and date corrective action will be completed for work required in response to an emergency or urgent service call within the response time specified herein. Such equipment may include, but is not limited to generators, pumps, refrigeration units, condensers, evaporators, hoist motors, motor generator sets, elevators, and/or such equipment as deemed critical to the DEA mission by the COR. The Government reserves the right to inspect the equipment before, during and after any work performed.

3.8 FIRE ALARM/SPRINKLER SYSTEMS

The Contractor must coordinate all work through the COR to schedule fire alarm or sprinkler system outages. If the security alarm/fire alarm or sprinkler systems are temporarily removed or disconnected, they must be reconnected and placed back in service at the end of each workday unless otherwise authorized by the COR.

3.9 TEMPORARY OUTAGES

The Contractor must coordinate all temporary outages of any equipment, utility services, security and/or fire alarm systems required for the performance of work, with the COR not less than 72 hours in advance of such outages.

3.10 UNIFORMS

All Contractors and sub-contractors working in the facility on a day-to-day basis must wear distinctive clothing such as coveralls, uniform shirt and trousers, or uniform blouse and skirt or slacks. The uniform must have the Contractor's name affixed on their clothing in a permanet manner that can be readily identifiable from a distance of six (6) feet away.

The Project Manager and subordinate supervisors must be easily recognizable, either by distinctive clothing or by an easily read monogram.

3.11 BUILDING IDENTIFICATION/BUILDING PASS

Prior to the contract employee starting for duty, the Contractor must ensure that every new employee has an official Building Identification/Facility Pass. Identification/Facility Passes will be provided by the DEA Office of Security Programs upon favorable completion of Background Investigation.

Upon resignation, reassignment, or other departure and when a contractor employee is no longer directly employed under this contract, the Contractor must ensure that all contract employee passes are returned to the COR within 24 hours.

The Contractor must ensure that all employees, including subcontractor's employees, wear their Identification/Facility Passes at all times while on duty or on site at Lincoln Place.

3.12 PARKING

The Government will provide two (2) total on-site parking spaces to the Contractors, pending the approval of DEA. The Contractor will be required to provide the following to DEA: vehicle make, model, description and license plate as well as the Driver's pertinent information relative to approved building access. No other parking accommodation will be offered or made available by the Government for Contractor's vehicles, private vehicles or subcontractor's vehicles. It must be the Contractor's responsibility to locate and secure any additional parking needed off-site at the Contractor's expense.

The Contractor will be provided with approximately 100 square feet of on-site, sheltered and secure space for the storage of consumable supplies (filters, lubricants, refrigerants, etc.). No other on-site space will be offered or made available by the Government.

3.13 SPECIFIC REQUIREMENTS PLANS

The Contractor must develop, implement and maintain a Plan for each of the areas as specified herein, thereby establishing its policies and procedures at the DEA Headquarters, Lincoln Place facility in support of the requirements specified herein. In no case must receipt or approval of a plan by the Government be construed in any way to neither de-obligate the Contractor from the requirements of the solicitation nor diminish the quality or frequency of work as specified in the solicitation.

Each Plan is a document, prepared by the Contractor for each program that details the strategy for completing all contract requirements on time. This Plan serves as the blueprint for successful program implementation. These Plans are considered critical documents and will be used by the COR to monitor each program. The Plan must specify what will be done, by whom, when, how, and at what level, from the start of the program through the evaluation of the completed work.

The Contractor must submit the following Plans to the COR for review. The COR will evaluate the plan and submit recommendations to the Contracting Officer, who will in turn promptly notify the Contractor of its approval or disapproval.

3.14 QUALITY CONTROL PLAN

The Contractor must submit a written Quality Control Plan in compliance with current county, state, local, Federal, and DEA policies, procedures, laws, codes, standards and regulations. The Plan must address all aspects of the General Requirements specified under the Contract. The Plan must contain management, response, maintenance, and repair of the DEA Headquarters, Lincoln Place facility to include all specified building equipment and systems, and contain, at a minimum the following:

- Problem identification and resolution; measures to improve quality of performance; tracking of costs and results associated with service calls or other operational problems, results of inspections, and preventive actions. Sample formats for reporting documents intended for submission to the Government.

- Inspection System to include Inspection Schedule(s).

3.15 REPAIR PLAN

The Contractor must submit a written Repair Plan for all facility Equipment and Systems as specified. Procedures must be in compliance with current county, state, local, Federal, and DEA policies, procedures, laws, codes, standards and regulations. The Plan must address all aspects of the specified requirements.

The Plan must contain management, administration, operation, maintenance, and repair/replacement; contract and sub-contract employee training; inspection, reporting, and contract transition. As a minimum, the plan must contain policy and procedures for performing all technical functions to include engineering services, necessary for the effective and timely accomplishment of contract requirements specified herein.

The Contractor must also submit a schedule of their overhead and profit rates that maybe associated with subsequent proposals for repairs not otherwise covered by preventive maintenance. These proposed labor rates and other proposed charges must remain effective for the entire base year of the Contract and all Options.

3.16 PREVENTATIVE MAINTENANCE (PM) PLAN

The Contractor must submit a written Preventive Maintenance Plan in compliance with the current General Services Administration PBS P 5850.1B or the Manufacturer's recommendations whichever is more stringent, as determined by the COR, for all identified equipment and systems. The Plan must address all aspects of the Preventive Maintenance Program requirement. The plan must contain, but not limited to:

i. The identification of the items, frequency, and description of the work to be performed.
ii. Procedures for adding, deleting, and/or revising PM schedules.
iii. Procedures for documenting discrepancies found and corrective action taken to repair/replace an item or items.
iv. Use of the DEA coding system for equipment to identify and track all Preventive Maintenance.

3.17 HARZARDOUS MATERIALS PLAN

The Contractor must submit a written Hazardous Material Plan in compliance with current county, state, local, Federal, OSHA, EPA and DEA policies, procedures, laws, codes, standards and regulations. The Contractor must incorporate the approved D.E.A.SPCC plan into their Hazardous Material Plan. The Plan must address all aspects of the Hazardous Material Program requirement as specified. In order to safeguard both life and property, the Contractor must submit a Plan to contain, as a minimum, the following:

i. A list of all chemicals and solvents used for maintenance and cleaning agents with their expiration dates and Material Safety Data Sheets (MSDS), subject to review and approval of the COR prior to use. New supplies or changes in previously approved materials must require product literature and MSDS's and may require samples for approval by the COR before use.

ii. Procedures to ensure that all containers holding chemicals and solvents used for maintenance fluids, cleaning agents and pesticides are approved containers and properly labeled with the name, strength and quantity of the chemical agent therein, according to the most current DEA, EPA, OSHA, county, state, and other Federal procedures, laws, codes, standards and regulations.

iii. Procedures to ensure that combustible materials that are stored on the premises, are labeled and stored in accordance with the most current DEA, EPA, OSHA, NFPA, State, Local, and other Federal regulations with the fire hazard potential of the materials conspicuously displayed on approved lockable metal cabinets.

PREVENTIVE MAINTENANCE PERFORMANCE

4.0 GENERAL

The Contractor must perform maintenance in accordance with standards and regulations set forth in the General Service Administration (GSA) PBS P 5850.1B or the Manufacturer's recommendations, whichever is more stringent, as determined by the COR, for all identified equipment and systems with FACTORY qualified and FACTORY certified mechanics or as otherwise deemed acceptable by the Government. The Contractor must perform preventive maintenance on all equipment critical to the mission of the agency and all equipment whose failure could cause a life safety or fire safety hazard. The Contractor must identify all deficiencies noted during maintenance and recommend corrective action through the appropriate maintenance, repair and/or replacement within 24 hours of such detection or identification. All deficiencies must be reported to the COR in writing within 24 hours of detection. All equipment or systems not covered under GSA PBS P 5850 or equivalent standards must be maintained in accordance with the manufacturer's recommendations and guidelines. The Contractor must not deviate from the standards contained in the latest edition of GSA's PBS P 5850, without the prior written approval of the COR. The Contractor must submit a written justification for any requested deviations for review and approval by the COR prior to implementation. The Contractor assumes full responsibility for the performance of all preventive maintenance activity to include cleaning of areas affected by the PM activity and damage to facilities or equipment as a result of the PM activity.

4.1 PREVENATATIVE MAINTENANCE PROGRAM

The Contractor must develop and implement a Preventive Maintenance (PM) program for all the equipment and systems listed on the attached Equipment Inventory list. This program must

include, but is not limited to periodic inspections, testing, cleaning, lubrication, adjustment, filter cleaning and replacement, and the necessary parts and repairs to keep the equipment and systems in optimum operating condition. Special emphasis must be placed on an air filter replacement program to ensure optimum efficiency of equipment. All disposable filter media must be clearly and legibly dated with the date of installation and the name of the technician who installed the media. Disposable filter media must be replaced as recommended by the manufacturer or as scheduled in the PBS 5850. At a minimum, all disposable filter media must be changed every three months. NOTE: The alpha-numeric designations applied to the equipment itemized in the Equipment Inventory (Attachment 1) are for the convenience of reference only and do not define the scope or extent of PM activities to be performed. All equipment and related systems listed in the attached Equipment Inventory must receive all PM requirements as set for the in PBS-P-5850 or as recommended by the manufacturer (whichever is more stringent) at the frequencies indicated in this solicitation.

Please note that the Contractor is responsible for all attached supply piping and drains of the Contract Equipment Inventory back to the base building supply/drain/return running through the central core of the building.

4.2 PREVENTATIVE MAINTANCE SCHEDULE

The Contractor must review the Equipment and System Inventory to identify those items on which PM must be performed and establish a PM Schedule. The Schedule must list (at a minimum) the date, time, location and type of PM to be performed. Scheduled PM changes must be reported to the COR. All such changes must be confirmed in writing and submitted to the COR with a minimum of 24 hours.

The Contractor must submit an Annual PM Schedule to the COR for review and approval.

The Contractor must submit the Monthly PM Schedule to the COR in sufficient detail to allow the Government to inspect the PM's as they are performed.

The Contractor must submit to the COR a Weekly PM Schedule with sufficient detail (including date, time, location and equipment type) to allow the COR or his designee the opportunity to observe the PM performance in an unannounced manner.

4.3 DESCRIPTION

The PM schedule must contain information on each piece of equipment or system and provide as a minimum the following information: Scheduled date for PM Services, a description of the equipment or system and equipment number, physical location, current warranty information, and work to be performed.

4.4 FREQUENCY

The Contractor must provide the frequency for equipment and systems identified for preventive maintenance based on the attached Equipment Inventory using the Government Fiscal Year cycle

(October 1 to September 30). PM scheduled to be performed less frequently than annually, every two, three or five years, etc., must be scheduled for completion during the first six months of the contract or as determined by the COR in accordance with the equipment maintenance schedule and the last effective date such PM was performed. The required frequencies for PM of each piece of equipment are defined in the attached Equipment Inventory and supersede frequencies noted in the PBS.5850.

4.5 DOCUMENTATION

The Contractor must maintain Preventive Maintenance (PM) Records to document the PM activities performed on each piece of equipment and its current status of operation.

The PM records must contain information on periodic maintenance performed, scheduled PM dates and completed PM dates.

The Contractor must update PM records on a monthly basis and submit a copy to the COR not later than the fifth (5th) workday of each month to reflect the previous month's activity and the current months schedule and maintain a historical database for the entire term of the Contract including all exercised option periods.

All PM records must be made available to the COR upon request. Upon contract completion, the Contractor must turn over all PM records to the COR.

The Contractor must provide information on equipment and systems identified during PM that require repair or replacement. The information must document the estimated cost, including labor, equipment, and supplies required to affect correction, repair or replacement.

The Contractor must supply and maintain a "Service Log" of each piece of inventoried equipment in a line-item format to indicate each time the equipment is visited by the Contractor's personnel or sub-contractors. The "Service Log" must show (at a minimum) each instance the equipment was visited, nature of the visit (PM, service call, repair, inspection, etc.), name of the individual technician and a report of observations and all measurements or readings taken. The "Service Log" must remain at the individual piece of equipment and must not be removed for any reason except as directed by the COR. The "Service Log" must be available for inspection by the COR or his designee at all times.

4.6 PREVENTATIVE MAINTENANCE STATUS REPORTS

The Contractor must be responsible for maintaining PM records for each piece of equipment or system identified as part of this Contract. The records must reflect periodic maintenance performed, scheduled PM dates and completed PM dates. The Contractor must submit a monthly Preventive Maintenance Status Report to the COR. The status report must contain information on each piece of equipment and system to include: the progress of PM work scheduled, periodic maintenance performed, work rescheduled, and/or deficiencies noted.

4.7 FAILURE TO PERFORM REQUIRED PREVENTATIAVE MAINTENANCE

If the Contractor fails to perform required preventive maintenance tasks or fails to perform them properly as determined by the SOW, the Contractor will have three (3) calendar days to correct the deficiency after notification from the COR. In addition, the Contractor must become wholly responsible (with no dollar limit) for ALL REPAIRS associated with each piece of equipment for which proper preventive maintenance was not performed for a period of not less than one year after the original scheduled date of the missed or failed preventive maintenance activity.

REPAIRS

5.0 EQUIPMENT/SYSTEMS REPAIR

Through routine preventive maintenance or in response to an authorized request for service, the Contractor must identify all deficiencies and indications of necessary repairs and recommend corrective action through appropriate maintenance, repair and/or replacement of affected equipment and systems.

The Contractor must not bill time or materials for repairs which would have otherwise been covered by the preventive maintenance service or other billable service calls.

The Contractor must warrant all repairs inclusive of parts, labor, shipping and travel time for a period of not less than 90 calendar days.

The Contractor must not proceed with the work without the written approval of the COR. The Government reserves the right to direct the Contractor to proceed with the repair, or not to proceed with the repair. The Government may accomplish the repair by using other sources more advantageous to the Government. The Contractor DOES NOT have exclusive right to perform repairs beyond the scope of preventive maintenance. The contractor must submit an itemized schedule of labor rates (hourly- normal and overtime) for each of the trades or labor classifications that may be needed as indicated by the attached equipment inventory at the time of proposal for the Contract. The Contractor must also submit a schedule of their overhead and profit rates inclusive of all other fees or charges (such as travel time) that may be associated with subsequent proposals for repairs not otherwise covered by preventive maintenance. These labor rates and other proposed charges must remain effective for the entire length of the Contract.

All parts replaced under the provisions of this contract must be new and identical to either the original equipment or the recommended manufacturer's replacement parts.

All personnel utilized for service or repair must be, at a minimum, FACTORY CERTIFIED or otherwise acceptable to the Government to perform such work on each piece of equipment itemized in the attached Equipment Inventory. Proof of original equipment manufacturer's certification in the form of training certificates or other manufacture's accreditation must be submitted to the COR prior to the performance of work by the named individual for such equipment. The Contractor assumes full responsibility for the proper performance of the repair to include cleaning of areas affected by the repair activity and damage to facilities or equipment as a result of the repair activity.

The Government reserves the right to furnish any or all parts and/or materials and equipment required for a particular repair to the Contractor as specified Government Furnished Equipment/Parts. In this case the Contractor must revise their proposal to reflect the cost of the repair minus the value of the Government furnished parts, materials or equipment.

If the Contractor furnishes the parts and/or materials, the price to be paid must be based on established catalog or list prices, in effect when material is furnished, less all applicable discounts, but in no event must such price be in excess of the Contractor's actual cost or the current market price, whichever is lower.

If the Contractor proposes to perform the repair with the use of a subcontractor, the subcontractor's actual charges to the prime contractor must be submitted to the Government as part of the Contractor's proposal to perform the repairs. The Contractor must apply no markup to their subcontractor's pricing beyond the Contractor's previously submitted rates for overhead and profit on repairs. All subcontract personnel must be cleared by DEA Security Programs for access to the facility and must be fully escorted while on-site at all times by the prime Contractor.

The Contractor must certify all completed repairs to the Government as "complete" and the affected equipment as "suitable and safe for its intended use" and make the appropriate changes to the Maintenance Schedules and/or other Plans required to support the operation, maintenance and warranties of the repaired item.

In all cases, other than repairs required due to direct action (or inaction) of the Government and others beyond the Contractor's control, the Contractor must be responsible for the first $500 (five hundred Dollars) of the cost of any repair, not to include any Contractor added overhead & profit. For authorized repairs beyond $500 in value the cost of the repair must be based on the Contractor's submitted labor rates, actual cost of parts and actual cost of any subcontracted effort plus previously submitted (and agreed upon) Contractor's added overhead and profit percentages.

5.1 SERVICE CALL CLASSIFICATIONS

The Contractor must respond to requests for service ONLY from the Government Contracting Officer or the COR for equipment and systems covered by this Contract. However, problems or concerns with equipment or systems contained in the inventory may be reported by anybody at any time. In such cases, the Contractor must investigate and make recommendations for adjustment or repair directly to the CO or COR only. In addition, issues with equipment contained in the inventory, that constitute an "Emergency" as defined below must be addressed by the Contractor immediately until the condition is stabilized and all threats are abated. All problems or complaints that can be addressed or corrected within the first hour of response during normal business hours (6:00am-6:00pm) are considered an included service of the base Contract and are **not** billable as "repairs" as defined by the Contract.

5.2 RESPONSE

The Contractor must respond to calls for service or repair based on the level of urgency as defined by the COR.

Routine Calls - Any reported condition(s) that does not constitute an Emergency or Urgent response as defined below.

i. Response to Routine Calls:

   a. The Contractor must respond to Routine Calls and complete the work required within 24 hours and respond during normal business hours (6:00am to 5:00pm, M-F except observed Federal Holidays)

   b. In those instances where a service call cannot be resolved within 24 hours (seven days a week) due to circumstances beyond the Contractor's control, the Contractor must immediately notify the COR to reach a mutually acceptable time and date corrective action will be completed.

Urgent Calls - Circumstances which interrupt or otherwise adversely impact either facility operations or facility occupant operations.

i. Response to Urgent Calls:

   a. The Contractor must respond within one (1) hour during normal business hours and within two (2) hours during other than normal business hours. The Contractor must remain on the on-site and on the job until the problem has been mitigated to the satisfaction of the COR at which time permanent repairs will be scheduled during normal business hours.

Emergency Calls - Any condition constituting immediate danger to personnel, property or DEA mission critical operations.

NOTE: Anybody may report an "Emergency Call" at any time. In such cases where the nature of the "Emergency Call" demands immediate attention in order to minimize or mitigate damage or potential damage to human life and property (including facilities and equipment) the Contractor must take immediate action and mobilize all required resources to stabilize the situation to prevent further damage. The Contractor must then notify the COR as soon as possible and propose options for a permanent repair as required under the Contract.

i. Response to Emergency Calls:

a. The Contractor must respond immediately, within one (1) hour, to all Emergency calls and remain on-site and on the job until the emergency has been resolved to the satisfaction of the COR. Response and repairs to a designated "Emergency Call" must be required 24 hours per day, 365 days per year. The Contractor must be prepared to mobilize all resources necessary including subcontractors and suppliers in order to meet this requirement.

b. The Contractor must submit and maintain an always current 24-hour emergency response contact list with at least three alternate contacts if the primary proves unreachable. The list must include all telephone numbers (home and business) cell phone numbers, pager numbers and e-mail addresses to allow contact 24 hours per day, 365 days per year as required.

5.3 SERVICE CALL LOG

The Contractor must maintain a Service Call Log in sufficient detail to enable the COR to determine whether service calls are being addressed in accordance with the terms of the contract. At a minimum the Log must include date, callers name, telephone number, nature and location of service requested, the date and time a person was dispatched, action taken by the Contractor (including readings and recorded temperatures) and the date and time the problem was resolved. In addition, the Contractor must include an itemized break-out of all labor hour categories utilized (travel time to be itemized separately) itemized parts, materials and equipment utilized for the repair. A copy of the log must be submitted to the COR within 5 days of the completed repair and a minimum 5 days before the submission of any invoice related to the repair. Each repair must be designated by a unique reference number.

Under no circumstances must the Contractor submit an invoice or otherwise bill for repairs required as a result of the Contractor's failure to perform required preventive maintenance or from a failure to perform such preventive maintenance properly.

5.4 LOCKSMITH SERVICES, MINOR REPAIRS & OTHER SERVICES

From time to time the Contractor may be requested to provide a proposal for minor building-related services and repairs. These may include Locksmithing, door and hardware adjustments, touch-up and repairs to walls, ceilings and carpet and other minor services and fixes. In such cases, the $500 repair threshold must not apply.

5.5 EQUIPMENT AND SYSTEM INVENTORY

The Contractor must have the opportunity to survey and examine all equipment covered by this Contract prior to preparing their proposal for the purposes of determining the age, general condition, operational use and any obstacles to contend with regards to access to and service of each piece of equipment.

Upon Contract award, the Contractor must conduct a complete and systematic inventory of all GFP to reconcile the Equipment and Systems Inventory provided in Attachment 1. This inventory must be conducted jointly by the Contractor's Project Manager and the COR or the COR's designee. The inventory must commence within fifteen (15) days after the Post Award Orientation and must continue until completed but not to exceed fifteen (15) days.

The Contractor must document the working order and condition of all equipment and systems; items missing, or other deficiencies noted and submit a Deficiency Inspection List to the COR. Failure to provide deficiency inspection documentation and the Description/Cost Estimate of Repairs for items listed on the inventory must be deemed by the Government the contractor's acceptance of all the inventory items in an acceptable working order and an accurate list of GFP, equipment and systems.

The Contractor and the COR must reconcile the inventory and certify their agreement as to the working order of the equipment. The Contractor must provide a reconciled Inventory List to the COR. The Contractor must reconcile the Inventory List with the COR on a quarterly basis and submit an updated Equipment and Systems Inventory to the COR. Dollar figure adjustments to the value of the Contract must be addressed on a quarterly basis and be based on the net addition or deletion of equipment since the last reconciled report.

The contractor must use the equipment coding system to inventory and identify all equipment and systems.

For the purposes of common reference to the GSA-PBS.5850, PM guide card numbers have been referenced to define the preventive maintenance activities required as a minimum to be performed on each piece of equipment during each preventive maintenance cycle. However, due to the critical nature of the equipment in relation to the D.E.A. mission, many of the PM cycles have been increased as much as 12X the nominal annual requirement. Thus, for the purposes of this Contract all PM activities must be performed at the frequencies noted in the attached inventory of equipment. The GSA guide card is only used as a reference for ***what*** PM activities must be performed not the required frequency of performance which is defined in the attached Equipment Inventory.

5.6 SCHEDULE OF DELIVERABLES

The Contractor must prepare and deliver items as shown in the following table defined thereafter. Reports shall be submitted in electronic format to the Contract Officer Representative (COR) by the dates indicated below:

Task	Reference	Timeframe
Quality Control Plan	3.16	Must be submitted as part of the quoter's quotation
Repair Plan	3.17	Must be submitted as part of the quoter's quotation
Preventative Maintenance (PM) Plan	3.18	Must be submitted as part of the quoter's quotation

Hazardous Material Plan	3.19	Must be submitted as part of the quoter's quotation
Preventative Maintenance (PM) Program	3.2	Must be submitted as part of the quoter's quotation
Preventative Maintenance (PM) Schedule	4.3	Weekly, Monthly and Annually
Preventative Maintenance (PM) Records	4.6.1	Fifth day of each month
Preventative Maintenance (PM) Status Reports	4.7	Monthly
Service Call Log	4.12	Five (5) calendar days of the completed repair and a minimum Five (5) days before the submission of an invoice
Equipment and System Inventory	4.14.2	Commence within fifteen (15) calendar days after Post Award Orientation. *Must not exceed (15) calendar days.
Deficiency Inspection List	4.14.3	Commence within fifteen (15) calendar days after Post Award Orientation. *Must not exceed (15) calendar days.
Reconciled Inventory List	4.14.4	Quarterly

5.7 SECURITY

The personnel security access level for this contract is Sensitive But Unclassified (SBU). Only U.S. citizens must be permitted to perform services on this contract. Under no circumstances must contractors have access to National Security Information (NSI) or NSI systems. The risk level associated with this contract is “Moderate” and the personnel working on this contract effort must undergo the appropriate background investigation or be issued a waiver by the Office of Security Programs, Personnel Security Section (ISR) prior to commencing work on this contract. ISR will conduct suitability reviews on all contractor personnel requiring access to DEA facilities, information technology systems, and SBU materials.

Equipment Inventory (Attachment 1)

DEA PROVISION & CLAUSE MATRIX – COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
Updated through FAC 2024-07

SOLICITATION #: 15DDHQ26Q00000095

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: https://www.acquisition.gov/far-smart-matrix.

(End of provision)

CONTRACTING OFFICER: Check the corresponding box for the provisions and clauses applicable to this procurement.

☐ **52.204-6 UNIQUE ENTITY IDENTIFIER (OCT 2016)**

☒ **52.204-7 SYSTEM FOR AWARD MANAGEMENT (NOV 2024)**

☐ **52.204-7 ALT I SYSTEM FOR AWARD MANAGEMENT (OCT 2018) WITH ALTERNATE I (OCT 2018)**

☒ **52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)**

☐ **52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**

☐ **52.209-12 CERTIFICATION REGARDING TAX MATTERS (OCT 2020)**

☐ **52.211-6 BRAND NAME OR EQUAL (AUG 1999)**

☒ **52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Sep 2023)**

☒ **52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)**

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

Technical Approach and Understanding of the Requirement
Past Performance
Certifications and Licenses

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

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

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

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

(End of provision)

☐ **52.225-7 WAIVER OF BUY AMERICAN STATUTE FOR CIVIL AIRCRAFT AND RELATED ARTICLES (FEB 2016)**

☐ **DOJ-06 NATIONAL SECURITY RISK ASSESSMENT (APR 2014)**

(a) Any offeror responding to this solicitation acknowledges that before acquiring information technology equipment or software, the U.S. Department of Justice and its component entities will assess the supply chain risk of cyber-espionage or sabotage associated with the acquisition of such equipment or software, including any risk associated with such equipment or software being produced, manufactured, or assembled by one or more entities identified as posing a cyber-threat, including but not limited to, those that may be owned, directed, or subsidized by the People's Republic of China.

(b) By submitting an offer to this solicitation, the Offeror understands and agrees that the Government retains the right to reject any offer or response to this solicitation made by the Offeror, without any further recourse by, or explanation to, the Offeror, if the Government determines the Offeror or the equipment or software offered by the Offeror, in whole or in part, presents an unacceptable risk to national security.

(c) To assist the Government in assessing whether the acquisition poses a national security risk, offerors are required to complete and submit with its offer or quotation the National Security Acquisition Risk Assessment Questions, which are attached to this solicitation. Offerors must answer all questions completely and accurately to the best of their knowledge and belief. All answers are to be reflective of the parent and subsidiary levels of an organization.

(d) Offerors are also required to request, collect, and forward with its offer or quotation completed National Security Acquisition Risk Assessment Questions from all subcontractors that will provide any equipment or software in performance of the contract or order. Offerors are responsible for the thoroughness and completeness of each subcontractor's submission.

(e) Failure to provide any such requested information may render a proposal unacceptable.

(End of provision)

☒ **JAR 2852.233-70 PROTESTS FILED DIRECTLY WITH THE DEPARTMENT OF JUSTICE (NOV 2020)**

(a) The following definitions apply in this provision:

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

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

(3) ''Interested Party'' means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) Only interested parties may file a protest.

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

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

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

(2) Be filed with the Contracting Officer.

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

(4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.

(5) Include the information required by FAR 33.103(d)(2):

(i) Name, address, facsimile number and telephone number of the protestor.

(ii) Solicitation or contract number.

(iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.

(iv) Copies of relevant documents.

(v) Request for a ruling by the agency.

(vi) Statement as to the form of relief requested.

(vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.

(viii) All information establishing the timeliness of the protest.

(e) The decision by the APO is an alternative to a decision by the Contracting Officer. The APO will not consider appeals from the Contracting Officer's decision on an agency protest and a decision by the APO is final and not appealable.

(f) The Deciding Official may conduct a scheduling conference. The scheduling conference, if conducted, will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

(g) Oral conferences may take place either by telephone or in person.

(h) The protestor has only one opportunity to support or explain the substance of its protest. DOJ procedures do not provide for any discovery. The deciding official may request additional information from the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.

(i) A protestor may represent itself or be represented by legal counsel. The DOJ will not reimburse the protester for any legal fees related to the agency protest.

(j) The DOJ will stay award or suspend contract performance in accordance with FAR 33.103(f), unless the contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Government. The justification or determination shall be approved at a level above the Contracting Officer. The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.

(k) The deciding official will make a best effort to issue a decision on the protest within thirty-five (35) days after the filing date. The decision shall be written, and provided to the protestor using a method that provides for evidence of receipt.

(l) The DOJ may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a forum outside DOJ.

(End of Clause)

CONTINUED ON NEXT PAGE

SOLICITATION #:15DDHQ26Q00000057

OFFERORS – COMPLETE THE REPRESENTATIONS BELOW AND RETURN THEM WITH YOUR OFFER OR QUOTE IF THE VERSIONS OF THESE PROVISIONS IN YOUR ANNUAL REPRESENTATIONS AND CERTIFICATIONS IN THE SYSTEM FOR AWARD MANAGEMENT ARE EARLIER THAN OCT 2020.

☒ **52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**

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

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

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

(b) *Prohibition*.

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

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

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

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

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

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

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

(d) *Representation.* The Offeror represents that—

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

☒ **52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (OCT 2025)**

Attention is drawn to paragraph (b) of provision 52.212-3, which requests offeror-provided fill-in information in (b)(2), when applicable:

(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 applicable to the NAICS code 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 (u) 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.*]

******* Paragraph (i) Contracting Officer fill-in information:** *Paragraph (i)(1): The 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 are listed by Schedule of Supplies/Services Item Number as follows:* ***[when applicable, enter item numbers with country of origin in parentheses and separated by commas]***

******* Paragraph (k) Contracting Officer fill-in information: select applicable item when an exemption to the Service Contract Labor Standards statute applies.**
☐ Paragraph k(1) is applicable. ☐ Paragraph k(2) is applicable.
****

(v) (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.

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

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SOLICITATION #: 15DDHQ26Q00000057

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

		CONTRACTING OFFICER: Check the appropriate box only for clauses that are applicable to this procurement.
☒	52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)
☐	52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)
☒	52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
☐	52.204-12	UNIQUE ENTITY IDENTIFIER MAINTENANCE (OCT 2016)
☒	52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)
☐	52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)
☒	52.204-19	INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)
☒	52.204-21	BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)
☒	52.204-23	PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES, IN ALL SOLICITATIONS AND CONTRACTS (DEC 2023)
☒	52.204-25	PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
☒	52.204–27	PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023)

(a) Definitions. As used in this clause—

Covered application means the social networking service TikTok or any successor application or service developed or provided by ByteDance Limited or an entity owned by ByteDance Limited.

Information technology, as defined in 40 U.S.C. 11101(6)—

(1) Means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use—

(i) Of that equipment; or

(ii) Of that equipment to a significant extent in the performance of a service or the furnishing of a product;

(2) Includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but

(3) Does not include any equipment acquired by a Federal contractor incidental to a Federal contract.

(b) Prohibition. Section 102 of Division R of the Consolidated Appropriations Act, 2023 (Pub. L. 117-328), the No TikTok on Government Devices Act, and its implementing guidance under Office of Management and Budget (OMB) Memorandum M-23-13, dated February 27, 2023, "No TikTok on Government Devices" Implementation Guidance, collectively prohibit the presence or use of a covered application on executive agency information technology, including certain equipment used by Federal contractors. The Contractor is prohibited from having or using a covered application on any information technology owned or managed by the Government, or on any information technology used or provided by the Contractor under this contract, including equipment provided by the Contractor's employees; however, this prohibition does not apply if the Contracting Officer provides written notification to the Contractor that an exception has been granted in accordance with OMB Memorandum M-23-13.

(c) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

☐	52.207-5	OPTION TO PURCHASE EQUIPMENT (FEB 1995)
☒	52.212-4	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023)
☒	52.212-4 ALT I	CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) WITH ALTERNATE I (NOV 2021)

☐ **JAR 2852.212-4 TERMS AND CONDITIONS—COMMERCIAL ITEMS (NOV 2020) (DEVIATION)**

When a commercial item is contemplated (using FAR part 12 procedures or otherwise) and the contract will include FAR 52.212–4, the following replaces subparagraph (g)(2); paragraph (h); subparagraph (i)(2); paragraph (s); and paragraph (u), Unauthorized Obligations, of the basic FAR clause, and adds paragraph (w), as follows:

(g)(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment act regulations at 5 CFR part 1315, as modified by subparagraph (i)(2), *Prompt payment,* of this clause.

* * * * *

(h) *Patent indemnity.* Contractor shall indemnify and hold harmless the Government and its respective affiliates, officers, directors, employees, agents, successors and assigns (collectively, ''Indemnities'') from and against any and all liability and losses incurred by the Indemnities that are (i) included in any settlement and/or (ii) awarded by a court of competent jurisdiction arising from or in connection with any third party claim of infringement made against Indemnities asserting that any product or service supplied under this contract constitutes infringement of any patent, copyright, trademark, service mark, trade name or other proprietary or intellectual right. This indemnity shall not apply unless Contractor shall have been informed within a reasonable time by the Government of the claim or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. This indemnity also shall not apply to any claim unreasonably settled by the Government which obligates Contractor to make any admission or pay any amount without written consent signed by an authorized officer of Contractor, unless required by final decree of a court of competent jurisdiction.

* * * * *

(i)(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations (5 CFR part 1315), with the following modification regarding the due date: For the sole purpose of computing an interest penalty due the Contractor, the Government agrees to inspect and determine the acceptability of any supply delivered or service performed specified in the invoice within thirty (30) days of receipt of a proper invoice from the Contractor, after which time, if no affirmative action has been taken by the Government to accept such supply or service, the supply or service will be deemed accepted and payment due thirty (30) days from the date of deemed acceptance. If the Government makes the determination that the item delivered or service performed is deficient or otherwise unacceptable, or the invoice is otherwise determined not to be a proper invoice, the terms and conditions of this paragraph regarding prompt payment will apply to the date the Contractor corrects the deficiency in the item delivered or service performed or submits a proper invoice. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

* * * * *

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

(1) The schedule of supplies/services.

(2) The Assignments, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts provisions of the basic FAR clause at 52.212–4, and the Unauthorized Obligations and Contractor's Commercial Supplier Agreements—Unenforceable Clauses provisions of JAR 2852.212–4.

(3) FAR 52.212–5.

(4) Other paragraphs of the basic FAR clause at 52.212–4, with the exception of paragraph (o), Warranty, and those paragraphs identified in this deviation of 52.212–4.

(5) Addenda to this solicitation, contract, or order, including contractor's Commercial supplier agreements incorporated into the contract.

(6) Solicitation provisions if this is a solicitation.

(7) Paragraph (o), Warranty, of the basic FAR clause at 52.212–4.

(8) The Standard Form 1449.

(9) Other documents, exhibits, and attachments.

(10) The specification.

* * * * *

(u) *Unauthorized obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract or order is subject to any Commercial supplier agreement that includes any language, provision, or clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (see 31 U.S.C. 1341), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

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

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement and have no effect.

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

* * * * *

(w) *Commercial supplier agreements—unenforceable clauses.* When any supply or service acquired under this contract or order is subject to a contractor's commercial supplier agreement, the following shall be deemed incorporated into such agreement and modifies and replaces any similar language, provision, or clause in such agreement. As used herein, ''this agreement'' means any contractor commercial supplier agreement:

(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) *Applicability.* This agreement is a part of a contract between commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR part 12).

(ii) *End user.* This agreement shall bind the Government as end user but shall not operate to bind the Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) *Law and disputes.* This agreement is governed by Federal law.

(A) Any language, provision, or clause purporting to subject the U.S. Government to the laws of any U.S. state, territory, district, or municipality, or the laws of a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted and shall have no effect.

(B) Any language, provision, or clause requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted and shall have no effect.

(C) Any language, provision, or clause prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted and shall have no effect.

(iv) *Continued performance.* Notwithstanding any other provision in this agreement, if the Contractor believes the Government to be in breach of this contract, order, or agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d), Disputes, of FAR 52.212–4.

(v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to the contract, order, or this agreement,

(A) binding arbitration shall not be used unless otherwise specifically authorized by agency guidance, and

(B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the Government only when explicitly provided by statute.

(vi) *Updating terms.*

(A) After award, the contractor may unilaterally revise terms if they are not material. Material terms are defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease the overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provisions of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) *Order of precedence.* Any Order of Precedence clause in any commercial supplier agreement is not enforceable against the Government. The applicable Order of Precedence for this contract, order, or agreement is FAR 52.212–4(s), as revised by JAR 2812.302 and 2852.212–4(s).

(viii) *No automatic renewals.* If any license or service tied to period payment is provided under this agreement (*e.g.,* annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by a properly warranted contracting officer, and any provision or term of any license or service purporting to provide for automatic renewal is unenforceable against the Government.

(ix) *Indemnification by the Government or end-user.* Any language, provision, or clause of this commercial supplier agreement requiring the Government or End-user to indemnify the commercial supplier or licensor is not enforceable against the Government.

(x) *Indemnification by the commercial supplier or licensor.* Any clause of this agreement requiring or permitting the commercial supplier or licensor to defend the Government as a condition of indemnifying the Government for any claim of infringement is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.

(xi) *Audits.* Any language, provision, or clause of this commercial supplier agreement permitting Contractor to audit the end user's compliance with this agreement is not enforceable against the Government. To the extent any language, provision or clause of this agreement permits Contractor to audit the Government's compliance under this contract, order, or agreement, such language, provision, or clause of this agreement is hereby stricken and replaced as follows:

''(A) If Contractor reasonably believes that the Government has violated the terms of this agreement with regard to the restrictions on authorized use and/or the number of authorized users, upon written request from Contractor, including an explanation of the basis for the request, DOJ will provide a redacted version of the Government's most recent Security Assessment and Authorization package (SAA) to Contractor on a confidential basis, so that Contractor may reasonably verify the Government's compliance with its obligations under this agreement. Contractor understands and agrees that the Government will remove or redact any information from the SAA that it reasonably believes may compromise (a) the security of the Government's information technology environment; (b) the confidentiality of any third-party proprietary or confidential information; (c) any confidential, sensitive law enforcement information; and (d) any other information that the Government believes may compromise a past, current, or prospective investigation, prosecution, or litigation. Notwithstanding the preceding, and subject to the Government's policies and procedures for such review, including but not limited to complying with all Government security requirements prior to being granted access to the Government's facilities, including the execution of appropriate confidentiality and/or non-disclosure agreements, the Government will arrange, upon Contractor's written request, for Contractor to view an un-redacted version of the SAA on Government premises. Contractor understands that Contractor will be provided a copy of the un-redacted SAA on Government premises only and that no un-redacted copy of the SAA, or any medium containing information relating to it, will be permitted to be removed from Government premises.

(B) The Contractor also understands and agrees that the Contractor shall make a request under this paragraph no more than on an annual basis and only during the period of the contract, and that any activities performed by Contractor under this clause will be performed at Contractor's expense, without reimbursement by the Government.

(C) Discrepancies found with regard to the restrictions on authorized use and/or the number of authorized users may result in a charge by Contractor to the Government. Any resulting invoice must comply with the proper invoicing and payment requirements specified in the contract. This

charge, if disputed by the Government, will be resolved through the Disputes clause at 52.212–4(d); no payment obligation shall arise on the part of the Government until the conclusion of the dispute process.''

(xii) *Taxes or surcharges.* Any taxes or surcharges which the Contractor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xiii) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under FAR 52.212–4 (b), Assignment.

(xiv) *Confidential information.*

(A) During the term of this contract or order, either party may identify information as ''confidential information,'' and there shall be no disclosure, dissemination, or publication of any such information except to the extent required for the performance of this contract or order and otherwise provided in this clause or by statute or regulation. Specifically, the parties agree that the party receiving confidential information may only disclose such information to its employees and contractors on a ''need-to-know'' basis to carry out the obligations of this contract or order, and that subcontractors performing under this Agreement are subject to the same stipulations provided in this provision. The parties also agree that this provision shall survive the termination of this contract or order, and any confidential information obtained or received which comes within these restrictions shall remain confidential, provided that the obligation to treat information as confidential shall not apply to information which is or becomes publicly available through no improper action of the receiving party; is or comes to be in the receiving party's possession independent of its relationship with the disclosing party; is developed by or becomes known to the receiving party without use of any confidential information of the disclosing party; or is obtained rightfully from a third party not bound by an obligation of confidentiality. Additionally, nothing in this contract or order shall restrict disclosure by the receiving party pursuant to any applicable law, including but not limited to the Freedom of Information Act, 5 U.S.C. 552, *et seq.,* or an order of any court of competent jurisdiction, provided that in either such case the receiving party gives prompt notice to the disclosing party to allow the disclosing party to interpose an objection to such disclosure, take action to assure confidential handling of the confidential information, or take such other action as it deems appropriate to protect its confidential information.

(B) The Government considers and hereby identifies as confidential any and all information related to any inquiries and/or searches performed by the Government or by contractor at the Government's direction under this contract or order, including the subject of any such inquiry or search and any and all search terms, regardless of whether provided in writing or orally to Contractor, and Contractor agrees that it may only disclose such information to its employees and contractors on a ''need-to-know'' basis to carry out the obligations of this contract or order and that it will not share, reveal, divulge, disclose, disseminate, or publicize any such information to any third party except as provided in this provision without the prior written approval of the Contracting Officer. Contractor also understands and agrees that any subcontractors performing under this contract or order are subject to the same stipulations and that Contractor may be held responsible for any violations of confidentiality by a subcontractor.

(C) These provisions are consistent with and do not supersede, conflict with, or otherwise alter an employee's obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by Executive orders and statutory provisions relating to whistleblower protection are incorporated into this contract and are controlling.

(D) The Government may share the terms, conditions and prices set forth in this Order with, and provide a copy of the Order to, other Executive branch agencies of the U.S. Government, provided that the Government shall ensure that other Executive branch agencies to which it provides such information will be required to treat all such information consistent with terms and conditions set forth in this Order.

(E) Notwithstanding anything in this agreement, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal, regulatory, or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this Order.

(xv) *Authorized users.* Authorized users may include full and part-time employees of the Government, including those working at or from remote locations, and contractors and contractor employees working within the scope of their contract with the Government, including those at or from remote locations.

(xvi) *Authorized use.* Authorized users are authorized to use the product or service acquired under this contract in performing business on behalf of the Government. Any information obtained or acquired by the Government under this contract may be used by the Government in the performance of Government business.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevails to the extent of such inconsistency.

(End of clause)

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

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

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

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015) (Executive Order 13658).

(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 THE CORRESPONDING BOX FOR EACH CLAUSE THAT APPLIES TO THIS ORDER.*]

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 4655).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Nov 2021) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 3509)).

☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

(*Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.*)

☒ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (5) [Reserved]

☒ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

☐ (8) 52.204–27, Prohibition on a ByteDance Covered Application (June 2023) (Section 102 of Division R of Pub. L. 117–328).

☒ (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JAN 2025) (31 U.S.C. 6101 note).

☐ (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

☐ (11) [Reserved]

☐ (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

☐ (13) 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).

☐ (14) [Reserved]

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

☐ (ii) Alternate I (Mar 2020).

☐ (16)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).

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

☒ (17) 52.219-8, Utilization of Small Business Concerns (Jan 2025) (15 U.S.C. 637(d)(2) and

☒ (3)).(18)(i) 52.219-9, Small Business Subcontracting Plan (Dec 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 (Sep 2021) of 52.219-9.

☐ (19)(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.

☒ (20) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637(a)(14)).

☐ (21) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Feb 2024) (15 U.S.C. 657 f).

☒ (23)(i) 52.219-28, Post Award Small Business Program Representation (Jan 2025) (15 U.S.C. 632(a)(2)).

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

☐ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Oct 2022) (15 U.S.C. 637(m)).

☐ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Oct 2022) (15 U.S.C. 637(m)).

☐ (26) 52.219–32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

☐ (27) 52.219–33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 637(a)(17)).

☒ (28) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).

☐ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2024) (E.O. 13126).

☒ (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

☒ (31)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

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

☒ (32)(i) 52.222-35, Equal Opportunity for Veterans (Apr 2026) (38 U.S.C. 4212).

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

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

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

☒ (34) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

☐ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☒ (36)(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 (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (37) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (38)(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.)

☐ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

☒ (40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024) (E.O. 13693).

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

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

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

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

☐ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).

☐ (44)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O. 13423).

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

☐ (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

☒ (46) 52.223-20, Aerosols (May 2024) (E.O. 13693).

☐ (47) 52.223-21, Foams (Jun 2016) (E.O. 13693).

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

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

☒ (49)(i) 52.225-1, Buy American—Supplies (Oct 2022) (41 U.S.C. chapter 83).

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

☐ (50)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (Oct 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 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 (Jan 2021) of 52.225-3.

☐ (iii) Alternate II (Feb 2024) of 52.225-3.

☐ (iv) Alternate III (Jan 2021) of 52.225-3.

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

☐ (51) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

☒ (52) 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).

☐ (53) 52.225-26, Contractors Performing Private Security Functions Outside of 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).

☐ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

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

☐ (57) 52.232-29, Terms for Financing of Purchases of Commercial Items (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

☐ (58) 52.232-30, Installment Payments for Commercial Items (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) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

☐ (64)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. Appx. 1241(b) 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 items:

☐ (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, *et seq.*).

☐ (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, *et seq.*).

☒ (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, *et seq.*).

☐ (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, *et seq.*).

☐ (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022). *(FAC 2022-04)*

☐ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706). *(FAC 2022-04)*

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

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, 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 items. 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) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 3509)).

(ii) 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)).

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

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

(v) 52.204–27, Prohibition on a ByteDance Covered Application (June 2023) (Section 102 of Division R of Pub. L. 117–328).

(vi) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (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 $700,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(xii) 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.

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

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

☐ (B) Alternate I (Mar 2015) of 52.222-50 (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(xv) 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).

(xvi) 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).

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

(xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022). *(FAC 2022-04)*

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706). *(FAC 2022-04)*

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

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

(xxi) 52.225-26, Contractors Performing Private Security Functions Outside of 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).

(xxii) 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.

(xxiii) 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.

(xxiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) (46 U.S.C. Appx. 1241(b) 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)

☐ **52.223-2 AFFIRMATIVE PROCUREMENT OF BIOBASED PRODUCTS UNDER SERVICE AND CONSTRUCTION CONTRACTS (SEP 2013)**

*****fill-in information in paragraph (d); enter agency point of contact name, phone #, and e-mail address *****

☒ **52.225-8 DUTY-FREE ENTRY (AUG 2025)**

☒ **52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

☒ **52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)**

☐ **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)**

CONTRACTING OFFICER: List additional FAR clauses below, as needed, by entering the clause number, title, and date for each clause added.

The following clauses are also applicable as indicated below.

☒ **DEA-2852.203-70 FORMER EMPLOYMENT OR ASSIGNMENT WITH THE DEA (APR 2023)**

(a) Any offeror or contractor who intends to employ any individual who either currently works for DEA, or had been employed with DEA as a Federal employee within the previous **five (5) years** for work supporting a prospective or active DEA contract must notify DEA of its intent as described in this clause.

(b) The offeror or contractor shall instruct any prospective or current employee meeting the criteria in paragraph (a), above, to complete and sign a DEA Contractor Ethics Questionnaire. The questionnaire is available for download at https://www.dea.gov/sites/default/files/2020-06/contractor_ethics_questionnaire_jan_2020.pdf. When the intent to employ such individual is known prior to the award of a new contract or order, the contractor shall submit the employee's completed questionnaire and résumé to DEA concurrently with its proposal. When the intent is to employ such individual under an existing contract or order, the contractor shall submit the completed questionnaire and résumé electronically to the cognizant DEA contracting officer **AND** ethicsFAC@usdoj.gov.

(c) The offeror or contractor understands that any such employees described in paragraph (a) are prohibited from appearing before, or communicating with, the Federal Government on behalf of a contractor regarding a Government contract, investigation or other particular matter that they participated in personally and substantially as a Federal employee with the intent to influence Government officials in those matters for the lifetime of those matters.

(d) The offeror or contractor further understands that for two (2) years after leaving the Federal Government, such employees described in paragraph (a) are prohibited from appearing before, or communicating with, the Government with the intent to influence on behalf of a contractor regarding a Government contract, investigation or other particular matter that they did not participate in personally and substantially as a Federal employee, but that was under their official responsibility during their last year in the Government. For purposes of this clause, an employee is defined as one appointed under Title 5, Section 2015 or Title 21, Section 878 of the United States Code.

(e) If DEA determines after reviewing questionnaire responses or conducting other inquiries that the prospective employee is disqualified for assignment to the contract based on an unfavorable suitability and/or security determination, or may violate the post-employment restrictions described in paragraphs (c) or (d), above, or other applicable laws if allowed to work on or support the contract/task order, at DEA's request, the offeror or contractor must not assign such employee to work under a prospective or active contract.

(f) If an offeror or contractor fails to provide a required Questionnaire, the prospective employee will not be approved to work under the DEA contract or order until such time as the Questionnaire is submitted, reviewed, and approved in accordance with established procedures.

(End of clause)

☒ **DEA-2852.209-70 ORGANIZATIONAL CONFLICTS OF INTEREST (MAR 2023)**

(a) The Contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances that would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) In the event that an actual, potential, or apparent organizational conflict of interest is discovered after award, the Contractor shall make full disclosure of the particular facts and circumstances to the Contracting Officer in writing. This disclosure shall include a description of the actions that the Contractor has taken, or proposes to take in order to avoid, mitigate, or neutralize the risk to the Government.

(c) Remedies. The Contracting Officer may terminate this contract for convenience, in whole or in part, if deemed necessary to avoid or mitigate an actual or apparent organizational conflict of interest. In the event that the Contractor failed to disclose in a timely manner, or misrepresented the facts and circumstances of, an actual, potential, or apparent organizational conflict of interest of which it had prior knowledge, the Contracting Officer may terminate this contract for default or cause, and pursue additional remedies, including debarment, as may be provided by law.

(d) In the event of repetitive failures to provide this report, the contract may be terminated for default.

(End of clause)

☒ **DEA-2852.211-71 SCHEDULED AND UNSCHEDULED CLOSURES OF GOVERNMENT OFFICES (JAN 2024)**

(a) In accordance with 5 U.S.C. 6103, Federal Government offices are closed for ordinary business in observance of the following holidays:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day
- Inauguration Day (*Federal offices in the Washington DC metropolitan area only*)

(b) Federal offices may close at other times without advance notice due to emergencies, inclement weather, interruption of utilities, or other reasons. Such closures may be declared by the President, Office of Personnel Management, Office of Management and Budget, the Administrator of the DEA, or other appropriate executive authority. The duration of such closures may range from an early closure with normal operations expected on the next business day to a period of indeterminate length.

(c) At the time that a closure is declared, appropriate information, notifications, and instructions will be provided regarding the return to normal operations. The Contractor shall comply with all directives issued in regards to such closures. The Contractor shall follow agency procedures for registering emergency contact information and shall monitor appropriate broadcast mediums for receiving emergency information.

(d) When a closure is declared, contractor personnel must vacate the facility as directed except personnel designated in accordance with agency procedures by the contracting officer to remain onsite to continue performance. Evacuated personnel will not be allowed to reenter the facility for the duration of the closure. Performance of work at alternate sites is not permissible except in accordance with the terms of the contract and written authorization by the contracting officer.

(e) Whenever it is necessary for contractor employees to continue performance during such closures, the contracting officer will provide written authorization for such work. Such written authorization will designate the specific individuals authorized to continue performance, alternate work sites when applicable, work schedules, work dates, and special instructions and information. Telework may be authorized if permitted by the terms of the contract. Any services scheduled to be performed at Government facilities shall not be performed elsewhere unless specifically authorized in accordance with the terms of this contract.

(f) For firm fixed priced contracts, the terms for invoicing and payment in the contract will remain unchanged unless changed by a fully executed modification to the contract.

(g) For other than firm fixed priced contracts, the contractor shall invoice in accordance with the Payments and Prompt Payment clauses of the contract only for work performed. Employee compensation for the period of the closure shall be governed by corporate policy.

(h) Agency-sponsored events such as picnics or other social events are not considered to be official office closures. The Contractor shall not invoice for time spent by its employees attending or participating in such events.

(i) In no case will any compensable administrative leave, which might be approved for Federal employees in connection with official holidays or other events, extend to contractor personnel.

[End of clause]

☐ **DEA-2852.219-70 SECTION 8(a) DIRECT AWARD (MAY 2012)**

(a) Pursuant to the Partnership Agreement (PA) between the U.S. Small Business Administration (SBA) and the U.S. Department of Justice (DOJ), the U.S. Drug Enforcement Administration (DEA), a component of the DOJ, hereby executes a direct award to **[enter name of 8(a) concern]** under the authority delegated to it by the SBA in accordance with 13 CFR 124.501 and the PA. DEA will perform all contract execution and review functions pertaining to this award in accordance with the delegation. The DEA will notify the SBA of this award, as required by 13 CFR 124.503(a)(4)(ii), and provide SBA with a copy of the award.

(b) Notwithstanding the identification of the parties on the award form, the prime Contractor for this award is the U.S. Small Business Administration, and **[enter name of 8(a) concern]** is the Subcontractor.

(c) The cognizant SBA district office is:

[SBA district office]

[street address]

[city, state and zip code]

(d) **[enter name of the 8(a) concern]** shall:

(1) Notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control;

(2) Comply with the applicable performance requirements of clause 52.219-14, Limitations on Subcontracting as checked below: [*Contracting officer: check only one performance standard based on the primary purpose of the contract.*]

☐ *Services (except construction)* — At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

☐ *Supplies (other than procurement from a nonmanufacturer of such supplies)* — The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

☐ *General construction* — The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

☐ *Construction by special trade contractors* — The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(3) Provide the contracting officer with evidence of compliance with the applicable performance standard. This report shall show total dollars expended

in the cost category specified in the performance standard both for the reporting period and cumulative to date along with the dollars and percentage of total dollars expended from the contractor's resources. This report shall be submitted annually. A final report covering the entire period of the contract shall be submitted upon expiration of the contract.

(4) Not subcontract the performance of any of the requirements of this contract without the prior written approval of the Contracting Officer.

(e) Compliance with the Limitation on Subcontracting clause is a mandatory performance requirement of this contract.

(End of clause)

☒ **DEA-2852.222-70 APPLICABLE WAGE DETERMINATION (SERVICE CONTRACT LABOR STANDARDS) (APR 2023)**

(a) In accordance with clause 52.222-41, Service Contract Labor Standards, the minimum monetary wages and fringe benefits applicable to this contract are set forth in the attached Wage Determination(s):

Wage Determination #	Revision #	Date	Section J Attachment #
2015-4281	**36**	**03/30/2026**	

(b) The Contractor shall attach a copy of this (these) wage determination(s) to Wage and Hour Division (WHD) poster WH-1313, Employee Rights on Government Contracts, and shall post both the publication and the wage determination(s) in a prominent and accessible location in the workplace as required by Federal Acquisition Regulation 22.1018(c). WH-1313 is available for downloading at http://www.dol.gov/whd/regs/compliance/posters/sca.htm (*Spanish language version available at http://www.dol.gov/whd/regs/compliance/pdf/scaspan.pdf*).

(c) The Contractor shall classify each service employee who will perform under this contract by the applicable wage determination according to the work performed by the employee. If the applicable wage determination does not include an appropriate occupational code, title, and wage rate for a service employee employed under the contract, the Contractor shall initiate the conformance process in accordance with paragraph (c) of clause 52.222-41 and corresponding instructions provided by the WHD at https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/SCA_Conformance_Guide.pdf.

(End of clause)

☐ **DEA-2852.231-70 TRAVEL REQUIREMENTS FOR CONTRACTORS (APR 2023)**

Contractor personnel may be required to conduct travel in the performance of this contract. All travel must be pre-approved in writing by the Contracting Officer's Representative (COR) or the Task Monitor (TM). Any expenses incurred by Contractor personnel without prior Government approval will be denied for payment. The Contractor will be reimbursed for travel costs in accordance with Part 31 of Federal Acquisition Regulation (FAR) and the Federal Travel Regulation (FTR).

Travel requirements shall use the most cost effective and efficient means of transportation. All travel should be scheduled in advance in order to take advantage of discounted rates. The Contractor shall engage only the minimum number of travelers and vehicles needed to accomplish the task(s). Travel shall be scheduled during normal duty hours whenever possible. Commuting expenses between an employee's residence and duty station are not reimbursable and will be disallowed.

DOMESTIC TRAVEL

Contractors are authorized to use commercial air, commercial rail, rental vehicle, Government vehicle as a passenger, company authorized vehicle, or privately owned vehicle when travel is approved. When a mode other than commercial air is contemplated, the Contractor shall contact the COR to determine the mode of travel most advantageous to the Government. Domestic U.S. travel rates (i.e., per diem, mileage, etc.) can be found on the General Services Administration (GSA) website under the Travel Resources section.

DEA encourages travelers to use shuttles, either complimentary/courtesy or for a fee, as the first preference for ground transportation. When considering a rental car, once the authorizing official determines that a rental car is necessary and cost effective, ensure that the rental is covered by government rental car contract.

The Contractor may be authorized for usual taxicab and airport taxicab fares, when applicable, plus tips, from a common carrier or other terminal to either the employee's home or place of business, from the employee's home or place of business to common carrier terminal, or between airport and airport limousine terminal.

When suitable common carrier transportation is available but the traveler elects to use a taxicab, an explanation of the circumstances should be furnished on the travel voucher and reimbursement will be at the travel voucher approving official's discretion. Taxicab reimbursement in excess of $75.00 plus tip (not to exceed 20% of the fare,) must be supported by a receipt. The election of any expensive mode of transportation, including luxury services, are not allowable.

Reimbursement may also be authorized or approved for the usual taxicab fares, plus tip, as follows:

a) From the employee's home to office on the day of departure from the office on an official trip requiring at least one night's lodging; and
b) From office to home on the day of return to the office from such a trip.
c) To obtain meals at the nearest available place when they cannot be obtained at the TDY station or place of lodging. Travelers must remark on their travel voucher that there was no restaurant at their place of lodging or within walking distance of the lodging or TDY location.

If authorized lodging, the traveler should book hotel reservations through a Travel Management Center (TMC) at the same time they book their airfare.

If lodging is not found within the maximum lodging rate, a request for actual lodging costs must be authorized in advance by the SES-level SAC, Regional Director, HQ Office Head, Administrator or Deputy Administrator. This authority may not be redelegated.

OVERSEAS NON-FOREIGN AREAS/INTERNATIONAL TRAVEL

Maximum rates of per diem allowances and reimbursements for miscellaneous travel expenses for travel in Alaska, Hawaii, Guam, Puerto Rico and territories and

possessions of the United States are prescribed by the Department of Travel Management Office (DTMO) located on DTMO's website at (http://www.defensetravel.dod.mil/site/perdiem.cfm).

The Contractor shall be responsible for ensuring that all employees scheduled to travel to international locations have a valid passport. DEA will not request or authorize the issuance of a "US Official Government" passport for contractor personnel.

International travel to specific countries and regions may be subject to additional DoS requirements, as well as host nation requirements, such as visas. The Contractor shall be responsible for complying with any applicable DoS and destination national requirements and notifying the COR/ TM of any matters that impact cost, schedule, or performance.

Maximum rates of per diem allowance and reimbursements for miscellaneous travel expenses for travel in foreign areas, including the Trust Territory of the Pacific Islands, are established by the DoS (https://aoprals.state.gov/web920/per_diem.asp).

LIMITATION OF GOVERNMENT LIABILITY FOR CONTRACTS PERFORMED OUTSIDE OF THE UNITED STATES

This contract requires performance in whole or in part by contractor employees in one or more locations outside of the United States. By entering into the contract, the contractor assumes certain risks associated with performance including risks of injury to or death of its employees. The Contractor shall be responsible for notification of the employee-designated next of kin in the event of injury or death. The contractor may elect to obtain and maintain private insurance to cover those risks or cover the risks with its own resources. Any mandatory requirement for insurance will be specified in the contract in an appropriate insurance clause as prescribed in FAR subpart 28.3. The Government assumes no liability for any costs associated with performance of the contract not expressly stipulated in the contract.

In no event will the Government indemnify the contractor for any third-party liability.

TRAVEL INVOICE

Travel expenses shall not include fees calculated as profit. General and Administrative (G&A) expenses shall be allowable on travel costs, provided that the Contractor's accounting system has been accepted by the Defense Contract Auditing Agency (DCAA). DEA reserves the right to negotiate a ceiling on all travel costs. Travel costs incurred by subcontractors may not be subsequently "marked up" by a prime Contractor's G&A prior to submission to DEA.

The Contractor must submit a travel invoice upon the completion of travel. The travel invoice must be submitted to the COR in accordance with the invoice clause or the timetable specified in the subject contract. The invoice must contain all required documentation, including receipts supporting the travel costs and evidence of DEA pre-authorization to travel. The documentation shall include the following information: traveler's name(s), purpose of travel, destination, Contract Number, Task Order Number (if applicable), Contract Line Item Number (CLIN), name of DEA official authorizing the travel, date of authorization and a breakdown of actual travel costs. If applicable, the travel cost breakdown for per diem shall include: total number of travel days, lodging, miscellaneous and incidental expenses (including tolls, mileage, etc.), differential and allowances, with subtotals by category and a grand total. Vouchers and receipts shall be attached to invoices.

(End of clause)

☒ **DEA-2852.237-70 PREVENTING PERSONAL SERVICES CONTRACTS AND PERFORMANCE OF INHERENTLY GOVERNMENT FUNCTIONS (JUN 2018)**

(a) A personal services contract is characterized by the employer-employee relationship it creates between the Government and the contractor's personnel. This contract action is for non-personal services and is not a personal services contract action. Due to the need for close interaction of government and contractor personnel, it is essential for all contractor personnel for this contract performing at Drug Enforcement Administration (DEA) designated worksites to receive supervision from their parent company and avoid employer-employee relationships with government officials. In addition, it is important for contractor personnel to recognize and avoid circumstances that may appear to be personal services. Federal Acquisition Regulation (FAR) subpart 37.104 provides important information to be aware of to avoid performing these types of duties. The contractor awarded this contract shall ensure their employees and subcontractors comply with this requirement and receive supervision from their parent company to avoid performance of a personal services contract.

(b) "Inherently governmental function" means, as a matter of policy, a function so intimately related to the public interest as to mandate performance by Government employees. An inherently governmental function includes activities requiring either the exercise of discretion in applying Government authority, or the making of value judgments in making decisions for the Government. Governmental functions normally fall into two categories: the act of governing, *i.e.,* the discretionary exercise of Government authority, and monetary transactions and entitlements. It is essential for all contractor personnel performing services at DEA designated worksites to recognize and understand what inherently government functions are. Federal Acquisition Regulation (FAR) subpart 7.5 - Inherently Governmental Functions and the Office of Management and Budget's (OMB) Office of Federal Procurement Policy (OFPP) Policy Letter 11-01, Performance of Inherently Governmental and Critical Functions, provide important information regarding inherently governmental functions to be aware of to avoid performing these types of duties. The contractor awarded this contract shall ensure their employees and subcontractors comply with this requirement.

(c) Contractors providing personnel who perform services on-site at DEA offices must certify via the "Contractor Employee Certification Concerning Prohibition of Personal Services Contracts and Inherently Governmental Functions" form that its on-site employee(s) have read and understand FAR 37.104, Personal services contracts, and FAR subpart 7.5 before they may begin work at an on-site DEA office. The Contractor on-site supervisor shall address any questions or concerns with the Contracting Officer's Representative (COR) or Contracting Officer.

(End of Clause)

☒ **DEA-2852.239-71 INFORMATION RESELLERS OR DATA BROKERS (JUNE 2012)**

(a) Under this contract, the Drug Enforcement Administration (DEA) obtains personally identifiable information about individuals from the contractor.

(b) The Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonable believed to have been, breached. Any notification shall be coordinated with the DEA, and shall not proceed until the DEA has made a determination that notification would not impede a law enforcement investigation or jeopardize national security.

(c) The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the DEA/DOJ. The Contractor assumes full responsibility for taking corrective action consistent with the DEA's Guidelines for Data Breach Notification (December 2, 2011), which may include offering credit monitoring when appropriate.

(End of clause)

☐ **DEA-2852.239-74 CERTIFICATION OF OPERABILITY ON SYSTEMS USING THE FEDERAL DESKTOP CORE CONFIGURATION OR THE UNITED STATES GOVERNMENT CONFIGURATION BASELINE (MAY 2012)**

(a) The provider of information technology shall certify applications are fully functional and operate correctly as intended on systems using the Federal Desktop Core Configuration (FDCC) or the United States Government Configuration Baseline (USGCB). This includes Internet Explorer 7 and 8 configured to operate on Windows XP, Windows Vista, and Windows 7 (in Protected Mode on Windows Vista and Windows 7).

- For the Windows XP settings, see: http://csrc.nist.gov/itsec/guidance_WinXP.html.
- For the Windows Vista settings, see: http://csrc.nist.gov/itsec/guidance_vista.html.
- For Windows 7 settings, see: http://usgcb.nist.gov/usgcb_content.html.

(b) The standard installation, operation, maintenance, updating, and/or patching of software shall not alter the configuration settings from the approved FDCC or USGCB configuration. The information technology should also use the Windows Installer Service for installation to the default "program files" directory and should be able to silently install and uninstall.

(c) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

(End of clause)

☒ **DEA-2852.242-70 CONTRACTOR PERFORMANCE ASSESSMENT (JAN 2024)**

(a) Pursuant to FAR subpart 42.1502(e), the Government will assess the Contractor's performance under this contract. Performance assessment information may be used by the Government for decision-making on exercise of options, source selection, and other purposes, and will be made available to other federal agencies for similar purposes.

(b) Performance will be assessed in the following areas:

(1) Quality of product or service;
(2) Schedule;
(3) Cost control;
(4) Business relations;
(5) Management of key personnel; and
(6) Other appropriate areas.

(c) For contracts that include the clause at 52.219-9, Small Business Subcontracting Plan, performance assessments will consider performance against, and efforts to achieve, small business subcontracting goals set forth in the small business subcontracting plan.

(d) For any contract with a performance period exceeding 18 months, inclusive of all options, the Government will perform interim performance assessments annually and a final performance assessment upon completion of the contract.

(e) The Government will prepare contractor performance assessment reports electronically using the Contractor Performance Assessment Reporting System (CPARS). Additional information on CPARS may be found at www.cpars.gov.

(f) The Contractor will be provided access to CPARS to review performance assessments. The Contractor shall designate a CPARS point-of-contact for each contract subject to performance assessment reporting. Upon setup of a contract in CPARS, the Contractor's CPARS point-of-contact will receive a system-generated e-mail with information and instructions for using CPARS. Prior to finalizing any contractor performance assessment, the Contractor shall be given 14 calendar days to review the report and submit comments, rebutting statements, or additional information. Disagreements between the Contractor and the Government performance assessment official will be resolved by a Government Reviewing Official, whose decision on the matter will be final.

(g) The Government will also report in the Federal Awardee Performance and Integrity Information System (FAPIIS) module of CPARS information related to:

(1) A Contracting Officer's final determination that a contractor has submitted defective cost or pricing data;

(2) Any subsequent change to a final determination concerning defective cost or pricing data pursuant to 15.407-1(d);

(3) Any issuance of a final termination for default or cause notice; or

(4) Any subsequent withdrawal or a conversion of a termination for default to a termination for convenience.

(End of clause)

☒ **DEA-2852.242-71 INVOICE REQUIREMENTS (MAR 2023)**

(a) In order to initiate processing for payment, the Contractor shall submit scanned or electronic images of invoice(s) to the following e-mail address: *[enter Process Coordinator title, organization, and invoicing e-mail address]*. The Contractor shall also send an informational copy of the invoice to the following addressee(s):

(1) [enter contract specialist's or purchasing agent's name & e-mail address]; and

(2) Contracting Officer's Representative: [enter COR's name & e-mail address or else enter N/A if COR has not been appointed].

(b) The date of record for invoice receipt is established on the day of receipt of the e-mail if it arrives before the end of standard business hours (5 p.m. local), or the next business day if the invoice arrives outside of normal business hours. Scanned documents with original signatures in .pdf or other graphic formats attached to the e-mail are acceptable. Digital/electronic signatures and certificates cannot be processed by DEA and will be returned.

(c) In addition to the items required in FAR 32.905(b), a proper invoice shall also include the following minimum additional information and/or attached documentation:

(1) Total/cumulative charges for the billing period for each Contract Line Item Number (CLIN);

(2) Dates upon which items/services were delivered; and

(3) The Contractor's Taxpayer Identification Number (TIN).

(d) Invoices will be rejected if they are illegible or otherwise unreadable, or if they do not contain the required information or signatures.

(End of Clause)

☒ **DEA-2852.242-72 FINAL INVOICE AND RELEASE OF RESIDUAL FUNDS (JUNE 2012)**

(a) The Contractor shall submit a copy of the final invoice to the Contracting Officer at the address listed in clause DEA-2852.242-71, Invoice Requirements. The final invoice must be marked "Informational Copy – Final Invoice."

(b) By submission of the final invoice and upon receipt of final payment, the Contractor releases the Government from any and all claims arising under, or by virtue of, this contract. Accordingly, the Government shall not be liable for the payment of any future invoices that may be submitted under the above referenced order.

(c) If residual funds on the contract total $100 or less after payment of the final invoice, the Government will automatically deobligate the residual funds without further communication with the vendor.

(d) If funds greater than $100 remain on this order after payment of the final invoice, the Government will issue a bilateral modification to deobligate the residual funds. The contractor will have up to **30** calendar days after issuance of the modification to sign and return it. The contractor's signature on the modification shall constitute a release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically exempted from the operation of the release. If the contractor fails to sign the modification or assert a claim within the stated period, the Government will deobligate the residual balance and proceed with close-out of the contract.

(End of clause)

☒ **DEA-2852.242-74 CONTRACT ADMINISTRATION POINTS OF CONTACT (JUNE 2012)**

(a) The Contract Administration Office for this contract is:

U. S. Department of Justice
Drug Enforcement Administration
Office of Acquisition (FA)
8701 Morrissette Drive
Springfield, VA 22152

Contract Specialist/telephone #/email:

Contracting Officer/telephone #/email:

Contracting Officer's Representative (COR): See DEA-2852.242-73

(b) Contract administration for the contractor shall be performed by:

Name: (enter name, title, mailing address, telephone #, and e-mail address)

(End of clause)

☒ **DEA-2852.242-81 CONTRACTOR RECORDS MANAGEMENT REQUIREMENTS (JAN 2024)**

A. Applicability

This clause applies to all contractors whose employees create, receive, or maintain federal records as defined below in Section B.

B. Definitions

"Federal record," 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. DEA Federal Records include records created, received, or maintained by the contractor its employees, agents, or subcontractors pursuant to this contract;

and, deliverables and documentation associated with deliverables. Personal materials are not considered federal records.

C. Requirements

1. The contractor shall 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. Chapters 21, 29, 31, and 33), NARA regulations at 36 C.F.R. 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 DEA records, regardless of form or characteristics, mode of transmission, or state of completion.
2. In accordance with 36 C.F.R. § 1222.32, 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.
3. In accordance with 36 C.F.R. § 1222.32, the contractor shall maintain all DEA records created for DEA use or created in the course of performing this contract and/or delivered to, or under the legal control of the government, and records 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.
4. DEA and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records shall not be destroyed except in accordance with the provisions of the agency records schedules and with concurrence of the DEA Contracting Officer. Records may not be removed from the legal custody of DEA without the written concurrence of the Deputy Assistant Administrator, Office of Acquisition and Relocation Management. Willful and unlawful destruction, damage, or alienation of federal records is subject to the fines and penalties imposed by 18 U.S.C. § 2701. In the event that the contractor determines that there has been an unlawful or accidental unauthorized destruction, accidental removal, or alteration of federal records within its control, or within the control of its employees and agents, the contractor shall immediately report the incident to the DEA Contracting Officer of all facts and circumstances related to the discovered destruction or removal. The DEA Contracting Officer must advise DEA's Office of Administration, Freedom of Information and Records Management Section (FSR) of any such incidents and FSR must report promptly to NARA in accordance with 36 C.F.R. § 1230.
5. The contractor shall immediately notify the appropriate DEA 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 this contract. The contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of DEA information, data, documentary material, records, and/or equipment are properly protected. The contractor shall not remove material from DEA facilities or systems, or facilities or systems operated or maintained on the DEA's behalf, without the express written permission of the Deputy Assistant Administrator, Office of Acquisition and Relocation Management. When information, data, documentary material, records, and/or equipment is no longer required, it shall be returned to DEA's control or the contractor must hold it until otherwise directed. Items returned to DEA shall be hand carried, mailed, emailed, or securely electronically transmitted to the DEA Contracting Officer or address prescribed in this contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The contractor is required to obtain the DEA Contracting Officer's approval prior to engaging in any contractual relationship (sub-contract) 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 subcontractor) is required to abide by government and DEA guidance for protecting sensitive, proprietary, classified, and controlled unclassified information. The contractor shall:
   - Incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under DEA awarded contracts, and require written subcontractor acknowledgment of same.
   - Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor
7. The contractor shall only use government-furnished equipment or resources for purposes specifically tied to or authorized by the contract.
8. The contractor shall not create or maintain any records containing any non-public DEA information that are not specifically tied to or authorized by the contract.
9. Notwithstanding the Rights in Data clause of the contract, the contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that is exempt from disclosure by the Freedom of Information Act.
10. In accordance with the Rights in Data clause of the contract, DEA reserves its rights to data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which DEA shall 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.
11. Training. All contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take DEA provided records management training. The contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

D. Flowdown of requirements to subcontractors

1. The contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this contract/order, and require written subcontractor acknowledgement of the requirements.
2. Violation by any subcontractor of any provision set forth in this clause will be attributed to the contractor.

(End of clause)

☐ **DEA-2852.242-82 DOJ REPORTING SYSTEM FOR REPORTABLE PERSONNEL SECURITY RELATED ACTIVITIES (APR 2023)**

This clause is applicable if the contract or order includes clause DOJ-03, *Personnel Security Requirements for Contractor Employees and Alternate I—Classified Information—Cleared Contractors*. The Department of Justice (DOJ) *iReport* system is a secure, web-based application used by personnel to report activities as required by section 6 – *Employee Reporting Requirements* of clause DOJ-03. Use of the *iReport* system is mandatory for contractor employees having access to it through Firebird. Employees who do not have access to *iReport* must submit reports directly to the cognizant Contracting Officer's Representative and to the DEA Security Program Manager by email to ISR.Correspondence@dea.gov. Additional guidance and instruction on the use of the *iReport* system may be viewed at https://dojnet.doj.gov/jmd/seps/persg/ireport.php.

(End of clause)

☐ **DEA-2852.242-80 TELECOMMUTING AND REMOTE WORK ARRANGEMENTS FOR CONTRACTOR EMPLOYEES (AUG 2023)**

(a) Notwithstanding the terms of the contract that require performance at the Government's site, the Government may authorize the Contractor to perform work under this contract at locations other than the place(s) of performance specified elsewhere in the contract; provided, that the contract does not expressly prohibit telecommuting in the performance of the contract and that telecommuting or remote work would not jeopardize the requirements of the contract, including security requirements. The term "telecommuting" applies to contractor employees within the local commuting area where the Government site is located and who may be authorized to work at locations other than the Government's site. The term "remote work" applies to contractor employees within the local commuting area where the Government site is located

(b) The COR, in conjunction with the cognizant Program Office must make a written determination that:

(1) Certain work functions or the missions of certain work units are suitable for a telecommuting or remote work arrangement;

(2) The Contractor is suitable for a telecommuting or remote work arrangement based on individual performance, program requirements and mission objectives;

(3) Summary of work performed during telecommuting hours is submitted to the COR on a bimonthly basis;

(4) The Contractor shall sign and submit the completed Contractor Telecommuting and Remote Work Agreement Form;

(5) The COR shall retain the signed Contractor Telecommuting and Remote Work Agreement Form in the contract file for record keeping and provide a copy to the Contracting Officer;

(6) The Contractor shall obtain the necessary technology prior to teleworking:

(i) Firebird Anywhere - http://intranet/sites/si/Mobile/fba/Pages/default.aspx; OR

(ii) DEA issued Laptop--If the contractor's current computer is a desktop, the Program Office may request a laptop using a DEA-19 form for the Contractor to take home when teleworking.

(7) The COR and the Contractor shall review and re-sign, if approved, the Contractor Telecommuting and Remote Work Agreement on an annual basis. - Contractor Telecommuting and Remote Work Agreement

(8) The COR or the Contractor reserve the right to terminate the Contractor Telecommuting and Remote Work Agreement at any time.

(c) Under no circumstance will the Contractor be authorized to perform any work requiring access to DOJ/DEA information or information systems unless such access will be made exclusively using DEA equipment or property issued for this purpose.

(d) No authorization for alternate work locations shall be construed as an indication of past performance, an increase in the price of the contract, an approval of overtime, a change in the contract schedule, or approval of an accelerated rate of expenditures.

(e) Local commuting expenses incurred in traveling to or from any approved alternate work location are not reimbursable. Any incidental costs incurred in performing work at approved alternate work locations will be reimbursable in accordance with the Allowable Cost and Payment clause and the Payments clause of the contract, provided that such costs are segregated and allocable to the contract.

(f) The Contractor is responsible for protecting and using any DEA-owned or provided equipment or other property for official purposes only. DEA is responsible for servicing, and maintaining any DEA-provided equipment issued to the Contractor. DEA is not liable for injuries or damages to the Contractor's personal or real property while the Contractor is working at the approved telework location.

(End of clause)

☒ **DEA-2852.247-70 GENERAL PACKAGING AND MARKING REQUIREMENTS (JUNE 2012)**

(a) Packaging and packing for all items (includes written materials, reports, presentations, etc.) delivered hereunder shall be in accordance with common commercial practices, adequate to insure protection from possible damage resulting from improper handling, inclement weather, water damage, excessive heat and cold, and to insure acceptance by a common carrier for safe delivery to its final destination.

(b) All deliverables shall clearly indicate the contract number and/or task (delivery) order number, as appropriate, on or adjacent to the exterior shipping label.

(End of clause)

☒ **DOJ-01 WHISTLEBLOWER INFORMATION DISTRIBUTION (MAY 2024)**

Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract (https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.908 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required. version includes all of the information in the English language document.

(End of clause)

☒ **DOJ-02 CONTRACTOR PRIVACY REQUIREMENTS (JULY 2022)**

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) *Privacy Act Information*

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

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

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

(3) *Prior Approval Required to Hire Subcontractors*

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

(4) *Separation Checklist for Contractor Employees*

The Contractor shall complete and submit an appropriate separation checklist to the Contracting Officer before any employee or Subcontractor employee terminates working on the contract. The Contractor must submit the separation checklist on or before the last day of employment or work on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposition of personally identifiable information (PII)[2], in paper or

[1] "[T]he term 'record' means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, his education, financial transactions, medical history, and criminal or employment history and that contains his name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or a photograph." 5 U.S.C. § 552a(a)(4). "[T]he term 'system of records' means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual." 5 U.S.C. § 552a(a)(5).

[2] As stated in FAR 52.224-3 and Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource (2016), "'personally identifiable information' means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual." Regarding "sensitive PII," "[t]he sensitivity level of the PII will depend on the context, including the purpose for which the PII is created, collected, used, processed, stored, maintained, disseminated, disclosed, or disposed. For example, the sensitivity level of a list of individuals' names may depend on the source of the information, the other information associated with the list, the intended use of the information, the ways in which the information will be processed and shared, and the ability to access the information." OMB Circular A-130, at App. II-2.

electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to PII or other sensitive information.

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

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

B. Privacy Training, Safeguarding, and Remediation

(1) *Required Security and Privacy Training for Contractors*

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

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

(2) *Safeguarding PII Requirements*

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

(3) *Non-Disclosure Agreement Requirement*

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

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

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

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

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

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

(5) *Reporting Actual or Suspected Data Breach*

Contractors must report any actual or suspected breach of PII within one hour of discovery.[4] A "breach" is an incident or occurrence that involves the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The report of a breach must be made to DOJ. The

[3] The DOJ OPCL Resources page is available at https://www.justice.gov/opcl/resources.
[4] As stated in DOJ Instruction 0900, "Contractors must notify the Contracting Officer, the Contracting Officer's Representative, and JSOC (or component-level SOC) within 1 hour of discovering any incidents, including breaches, consistent with this Instruction, guidance issued by the CPCLO, NIST standards and guidelines, and the US-CERT notification guidelines."

Contractor must cooperate with DOJ's inquiry into the incident and efforts to minimize risks to DOJ or individuals, including remediating any harm to potential victims.

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

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

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

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

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

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

(6) *Victim Remediation*

At DOJ's request, the Contractor is responsible for notifying victims and providing victim remediation services in the event of a breach of PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose PII was lost or compromised. When DOJ requests notification, the Department Chief Privacy and Civil Liberties Officer and SCOP will direct the Contractor on the method and content of such notification to be sent to individuals whose PII was breached. By performing this work, the Contractor agrees to full cooperation in the event of a breach. The Contractor should be self-insured to the extent necessary to handle any reasonably foreseeable breach, with another source of income, to fully cover the costs of breach response, including but not limited to victim remediation.

C. Government Records Training, Ownership, and Management

(1) *Records Management Training and Compliance*

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

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

(2) *Records Creation, Ownership, and Disposition*

[5] https://www.justice.gov/file/4336/download
[6] As stated in DOJ Instruction 0900, the description should include the type of information that constitutes PII; purpose for which PII is collected, maintained, and used; extent to which PII identifies a peculiarly vulnerable population; the determination of whether the information was properly encrypted or rendered partially or completely inaccessible by other means; format of PII (e.g., whether PII was structured or unstructured); length of time PII was exposed; any evidence confirming that PII is being misused or that it was never accessed.
[7] As stated in DOJ Instruction 0900, the report should include the nature of the cyber threat (*e.g.*, Advanced Persistent Threat, Zero Day Threat, data exfiltration) for cyber incidents.
[8] As stated in DOJ Instruction 0900, the report should include analysis on whether the data is accessible, usable, and intentionally targeted.

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

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

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

D. Data Privacy and Oversight

1. *Restrictions on Testing or Training Using Real Data Containing PII*

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

2. *Requirements for Contractor IT Systems Hosting Government Data*

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

3. *Requirement to Support Privacy Compliance*

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

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

(End of Clause

☐ **DOJ-03 PERSONNEL SECURITY REQUIREMENTS FOR CONTRACTOR EMPLOYEES (NOV 2021) and ALTERNATE I—CLASSIFIED INFORMATION—CLEARED**

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[9] As defined in 40 U.S.C. § 11101, the term "information technology" means any equipment or interconnected system or subsystem of equipment, used in the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information by the executive agency, if the equipment is used by the executive agency directly or is used by a contractor under a contract with the executive agency that requires the use (i) of that equipment or (ii) of that equipment to a significant extent in the performance of a service or the furnishing of a product; includes computers, ancillary equipment (including imaging peripherals, input, output, and storage devices necessary for security and surveillance), peripheral equipment designed to be controlled by the central processing unit of a computer, software, firmware and similar procedures, services (including support services), and related resources; but does not include any equipment acquired by a federal contractor incidental to a federal contract.

[10] In this instance, the term "project" is used to scope the activities (e.g., creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, or disposing of information) covered by an IPA. A project is intended to be technology-neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other activity that may create potential privacy issues or privacy risks that would benefit from an IPA. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL.

CONTRACTORS (NOV 2021)

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

☐ ***(Check if applicable) Access to/safeguarding of classified information will be required. ALTERNATE I sections also apply.***

1. GENERAL REQUIREMENTS

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

(ALTERNATE I) [The following is added to the clause]: (2) Additionally, work performed under this contract will involve access to classified information [National Security Information (NSI)].

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

(ALTERNATE I) [The following is added to the Clause]: (2) All contractor employees requiring access to classified information will be processed by Defense Counterintelligence and Security Agency (DCSA) in accordance with the National Industrial Security Program (NISP). The contractor will not be permitted to commence performance under this contract until a sufficient number of its personnel, as determined by the SPM in consultation with the Contracting Officer's Representative (COR) if one is appointed, have received the requisite NSI Clearance.

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

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

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

2. CITIZENSHIP AND RESIDENCY REQUIREMENTS

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

(ALTERNATE I) ***[The following is added to the clause]:*** **(2) The residency requirement does not apply to contractor employees working on the classified portion of this contract whose national security clearance has been processed by DCSA in accordance with the NISP.**

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

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

(ALTERNATE I) *[The following is added to the clause]: (3) Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.*

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

(ALTERNATE I) [The following is added to the clause]: (2) Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.

(d) *Access to DOJ Information Technology Systems*. Non-U.S. citizens are not authorized to access DOJ information technology (IT) systems or assist in the development, operation, management, or maintenance of DOJ IT systems, including providing IT system support, unless a waiver has been granted by the Head of the DOJ component or designee, with the prior concurrence of both the DSO and the DOJ Chief Information Officer, allowing computer access by the non-U.S. citizen.

Such a waiver will be granted only in exceptional and unique circumstances on a case-by-case basis. It should be noted that the Justice Consolidated Office Network (JCON) is a sensitive DOJ IT system and any contractor employee who will need access to JCON must be a U.S. citizen or have received a waiver. In order for a waiver to be considered for approval: (1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; (2) The type of personnel security vetting that has been conducted on the individual, and vetting results, that would mitigate risk; and (3) The waiver must be in the best interest of the federal government.

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

3. BACKGROUND INVESTIGATION REQUIREMENTS

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

(i) High Risk Positions. The minimum background investigation required is a Tier 4 (T4) investigation, and the five-year reinvestigation required is a Tier 4R (T4R) investigation. The 2017 version of the Standard Form (SF) 85P, Questionnaire for Public Trust Positions, is required.

(ii) Moderate Risk Positions. The minimum background investigation required is a Tier 2 (T2) investigation. The five-year reinvestigation required is a Tier 2R (T2R) investigation. The 2017 version of the SF-85P is required.

(iii) Low Risk/Non-Sensitive Positions. The minimum background investigation required for Low Risk/Non-Sensitive positions is a Tier 1 (T1) investigation and the required five-year reinvestigation is also a Tier 1 (T1) investigation. The SF 85, Questionnaire for Non-Sensitive Positions, is required.

(ALTERNATE I) ***[The following is added to the clause]: (****2). Contractor employees requiring access to classified information will be processed by DCSA in accordance with the NISP.*

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

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

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

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

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

(ALTERNATE I) ***[The following is added to the clause*****]: (g) National security investigations will be accepted from other federal agencies under reciprocity guidelines provided all of the following are true: (i) The new position does not require a higher eligibility than what the subject currently possesses; (ii) the existing eligibility is not granted on an interim or temporary basis, or limited or one-time basis; (iii) the covered individual's eligibility is not currently denied, revoked, or suspended; (iv) the favorable adjudication was based on the 13 Adjudicative Guidelines (SEAD 4) and E.O. 12968. Agencies may accept eligibility recorded with an exception based on their own risk assessment; (v) the most recent background investigation is not more than seven years old; (vi) there is no new derogatory information of national security adjudicative relevance that has been reported/developed since last investigation; (vii) the Bond Amendment disqualifier (SEAD 4) does not apply and individual requires SCI, SAP, or restricted access; and (viii) the subject does not have a break in federal service of 24 months or longer.**

4. BACKGROUND INVESTIGATION PROCESS

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

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

(i) Digital Fingerprinting/FD-258 Applicant Fingerprint Card. Two sets are required per applicant. The contractor may schedule appointments with the SPM to be digitally fingerprinted; otherwise, fingerprinting by the FBI or other law enforcement entity, as approved by the SPM, is required to ensure the identity of the person being fingerprinted and for printing quality. All pertinent information must be completed by the individual taking the fingerprints (FBI or other). Use of the physical FD-258 Applicant Fingerprint Card should only be used in extenuating circumstances.

(ii) DOJ-555 Fair Credit Reporting Act Disclosure. Authorizes DOJ to obtain one or more consumer/credit reports on the individual. This form will be required if the Component SPM determines a credit check is necessary for its Low Risk Level 1 contractor positions.

(iii) OF-306, Declaration for Federal Employment.

(iv) Foreign National Relatives or Associates Statement. This is only required if foreign national relatives or associates were not disclosed on the security questionnaire form.

(v) Self-Reporting Requirements for All Contractor Personnel. This is an acknowledgement and acceptance statement that every contractor must sign.

(vi) Additional information as may be required based on the review of the security questionnaire form.

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

(c) *Adjudication and Pre-Employment Background Investigation Waivers*

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

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

1. Verification of citizenship (copy of a birth certificate, naturalization certificate, or U.S. passport);
2. Verification of compliance with the *DOJ Residency Requirement* of this Clause;
3. Favorable review of the security questionnaire form;
4. Favorable FBI fingerprint results;
5. Favorable credit report;
6. Favorable review of the OF-306 form, Declaration for Federal Employment;
7. Verification of the initiation of the appropriate background investigation (for long-term personnel); and
8. Receipt of the signed DOJ *Self-Reporting Requirements for All Contractor Personnel* (see Section 1.6, below).

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

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

(ALTERNATE I) ***[The following is added to the clause]:***

(5) (1) For classified contracts, the contractor shall possess or be capable of obtaining a Department of Defense Central Adjudication Facility (DODCAF) Defense Industrial Security Clearance Facility Cage Code and the security clearance required to fully perform this contract. As directed by the COR or SPM, the contractor shall submit the information necessary to allow the Government to prepare and obtain for the Contractor a "Department of Defense Contract Security Classification Specification" (DD Form 254) for this contract. Where such clearance is required, the contractor agrees to provide information and access to contractor facilities as may be required by federal government investigators.

(2) Immediately after contract award (or post-award receipt of the required Facility Clearance), the contractor's Facility Security Officer (FSO) shall furnish to the COR a list of all personnel proposed to work under this contract who have been processed in accordance with the NISP by the DCSA. The contractor shall update this information as individuals are added or separated from the contract and the FSO shall provide the updated list to the COR.

(3) For each contractor employee who requires access to classified information under this contract, the contractor shall forward a Visit Authorization Request (VAR) indicating the current background investigation information and clearance level to the COR.

5. IDENTITY PROOFING AND BADGING

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

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

(c) (ALTERNATE I) ***[The following is added to the clause]:*** **(2) All contractor employees requiring access to classified information must appear in person at least once before an official of the contractor possessing the facility clearance, who is responsible for checking the identification documents. (Acceptable**

documents are listed in Form I 9, Employment Eligibility Verification, and at least one document must be a valid state or federal government issued picture ID). This identity proofing must be completed prior to commencement of work by the contractor employee under this contract and badge issuance (as applicable) and must be documented by the contractor official.

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

(i) When any contractor employee enters a DOJ building for the first time, he/she shall allow one hour for security processing and the creation and issuance of a building access badge. PIV cards require additional processing time and will not likely be issued on the same day.

(ii) Building access badges shall be subject to periodic review by the contractor employee's supervisor and checked against his/her personal identification. The contractor employees shall present themselves for the issuance of renewed badges when required by the government as scheduled by the COR or his/her designee. The contractor shall notify the COR when contractor employee badges are lost, and must immediately apply for reissuance of a replacement badge. The contractor shall pay for reissued building access badges at no cost to the government. It is the contractor employee's responsibility to return badges to the COR or his/her designee when a contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

6. EMPLOYEE REPORTING REQUIREMENTS

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

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

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

7. REPLACEMENT PERSONNEL

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

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

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

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

(End of Clause)

☒ **Security of Department Information and Systems DOJ-05 (APR 2024)**

I. Applicability to Contractors and Subcontractors

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

II. General Definitions

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

A. Authorization to Operate ("ATO"), as defined in National Institute of Standards and Technology ("NIST") Special Publication ("SP") 800-37 Revision 2,

is the official management decision given by a senior Federal official or officials to authorize operation of an information system and to explicitly accept the risk to agency operations (including mission, functions, image, or reputation), agency assets, individuals, other organizations, and the Nation based on the implementation of an agreed-upon set of security and privacy controls.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Confidentiality and Non-Disclosure of DOJ Information

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

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

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

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

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

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

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

1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise.
2. Providing security awareness training at least annually to all Contractor employees and contractors involved with the Covered Contract. Such training shall include, but not be limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems.
3. Creating, protecting, and retaining, in accordance with applicable requirements but in any event at least until the expiration of the contract, Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information.
4. Maintaining authorizations to operate any Covered Information System.
5. Performing continuous monitoring on all Covered Information Systems, to include but not be limited to, collecting, reviewing, and analyzing appropriate logs and timely investigating security alerts and potential security incidents.

6. Establishing and maintaining baseline configurations and current inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Covered Information Systems.
7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups.
8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods as defined by NIST 800-63-3, *Digital Identity Guidelines* or current revision.
9. Establishing and maintaining an operational incident handling capability for Covered Information Systems that includes adequate and timely development, logging, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and timely reporting incidents to appropriate officials and authorities within the Contractor's organization and the DOJ.
10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance.
11. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media, and DOJ assets under Contractor control; protecting them from environmental impacts, access, and equipment positioning requirements defined; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media.
12. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized personnel according to DOJ 03.
13. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards including personnel background checks.
14. Continuously assessing the risk to DOJ Information in Covered Information Systems, including scanning and remediating vulnerabilities, or implementing appropriate mitigation in accordance with DOJ policy, and ensuring the timely removal of assets no longer supported by the Contractor.
15. Continuously monitoring the application of security controls of Covered Information Systems, assessing the efficacy of such controls, and developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Covered Information Systems.
16. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Covered Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security.
17. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate and timely action in response.
18. Ensuring return of Government Furnished Equipment ("GFE") and/or PIV card assets within 10 business days of notification for end of use (contract end, staff change, etc.).
19. Complying with rights in data (FAR 52.227-14) as to the development, management, and protection of DOJ Information.
20. Reporting on risks or known issues impacting DOJ Services (staffing, hardware, process, changes, etc.) through the Contractor's CO or COR, DOJ Service Owner ("SO"), and Government Technical Manager ("GTM") including risk mitigation activities.
21. Reporting through the Contractor's CO or COR on any projected or planned changes in corporate ownership, covered information system design, and/or any technical changes that could impact the confidentiality, integrity or availability of DOJ Information, data, or systems. Changes to system design must be updated through the authorization process per NIST SP 800-37 Revision 2, Step 6 ('Continuous Monitoring") or current NIST revision.
22. When, as part of operating within the DOJ environment, the Contractor's covered information system is subject to review, audit, or assessment by third parties, facilitating DOJ access to information system resources, facilities, personnel, and documentation in a timely manner as required by the auditors. Should a third-party organization conduct a review of any Covered Information System, the Contractor must provide a copy of the report to DOJ, through the CO and COR.
23. Completing an attestation that meets OMB Memorandum M-22-18 for software procurements following the template attestation form developed by NIST. The attestation form must be returned to the CO and COR for sharing with the component Chief Information Officer (CIO).
24. Reporting on outages impacting DOJ Services through the Contractor's CO, COR, and DOJ Service Owner (SO) to include event and mitigation details.

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

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

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

and availability of DOJ Information.

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

1. Media must be encrypted using a NIST FIPS 140-2 approved product.
2. The Contractor must develop and implement a process to ensure that security and other applications software is kept up to date.
3. Where applicable, media must utilize antivirus software and a host-based firewall mechanism.
4. The Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information should be treated by the Contractor as sensitive information unless specifically designated as non-sensitive by the DOJ.
5. A Rules of Behavior (ROB) form must be signed and acknowledged annually by users. These rules must address, at a minimum, authorized, and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the users that they have no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.
6. Cybersecurity Awareness Training (CSAT) shall be provided annually by Contractor for all users of Covered Information System. This training must be submitted to, and approved by, the CO or COR in advance of being provided to users. Users must complete and acknowledge having received CSAT each year. At a minimum, CSAT provided by contractors must include:

a. Insider Threat Detection and Reporting – Importance of detecting, methodologies, indicators, and reporting
b. Privacy Awareness – Privacy Act and PII
c. General Cybersecurity – Information security, trends in advance persistent threats, social engineering/phishing, appropriate use, mobile devices, remote access, basic security best practices

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

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

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

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

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

V. Cloud Computing

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

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

ATO; or,

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

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

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

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

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

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

1. The Contractor shall develop and deliver a SCRM Plan. The SCRM Plan shall meet the format described in NIST SP 800-161, Appendix E. The SCRM plan shall address the following security controls from NIST SP 800-53 Rev 5: SR-2, SR-3, SR-4, SR-5, SR-6, SR-7, SR-8, SR-9, SR-10, and SR-11. Equivalent ISO 27000 series controls may be used if they are mapped to the NIST control(s).
2. The Contractor shall implement the required security controls as documented in the SCRM Plan. The requirements of the SCRM plan shall flow down to all subcontractors. Evidence of the certification and compliance is required.
3. The Contractor shall provide evidence of compliance with the documented SCRM Plan. (CO select which applies)

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

VI. Information System Security Incident or Security

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

B. Potential Security Incident.

1. If the Contractor suspects that DOJ information has been potentially disclosed or impacted, the Contractor shall promptly investigate to determine if a Security Incident has occurred. If the Contractor has not determined within 24 hours (i.e., 24 hours from detection of potential security incident and/or security breach) whether the Potential Security Incident was in fact a Security Incident, then it must immediately report the Potential Security Incident to the DOJ CO and the COR. If the time by which to report the Potential Security Incident occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, the Contractor must call or e-mail the JSOC Team at 1-202-357-7000 or JSOC@USDOJ.GOV and contact the DOJ CO and COR as soon as practicable. If the contract involves PII, the Contractor must comply with the notification requirements of DOJ-02 and Executive Order M-17-12 (Memorandum on Preparing for and Responding to a Breach of Personally Identifiable Information), Contractor Privacy Requirements, Section B.5, for an actual or suspected Security Incident.
2. The Contractor must limit sharing of Security Incident details to only those individuals involved in responding to the potential Security Incident. Any provisions of the Covered Contract regarding the citizenship or location of individuals working on the Covered Contract apply equally to individuals involved in responding to any potential Security Incidents. The Contractor may request assistance from the JSOC for advice, incident response, or FBI coordination. The Contractor must provide weekly updates to CO, COR and JSOC during the course of a Security Incident investigation.

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

1. Both the Covered Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII.
2. All steps and processes being undertaken by the Contractor to minimize, remedy, and/or investigate the Security Incident.
3. Any and all other information as required by the CISA Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and

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

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

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

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

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

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

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

(End of Clause)

☒ **DOJ-08 CONTINUING CONTRACT PERFORMANCE DURING A PANDEMIC INFLUENZA OUTBREAK OR OTHER BIOMEDICAL EMERGENCY OR CATASTROPHE (APR 2022)**

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

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

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.

- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

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

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

(End of clause)

☒ **JAR 2852.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (NOV 2020)**

(a) [name] of [organization], [address], [telephone number], [email address], is hereby designated to act as Contracting Officer's Representative (COR) under [award number], for the period of (specify the performance period of the contract that the designation covers).

(b) Performance of work under this contract is subject to the technical direction of the COR identified above, or another representative designated in writing by the Contracting Officer. The term ''technical direction'' includes, without limitation, the following:

(i) Receiving all deliverables;

(ii) Inspecting and accepting the supplies or services provided in accordance with the terms and conditions of this contract;

(iii) Clarifying, directing, or redirecting the contract effort, including shifting work between work areas and locations, filling in details, or otherwise serving to accomplish the contractual statement of work to ensure the work is accomplished satisfactorily;

(iv) Evaluating performance of the Contractor; and

(v) Certifying all invoices/vouchers for acceptance of the supplies or services furnished for payment.

(c) The COR does not have the authority to issue direction that:

(i) Constitutes a change of assignment or work outside the contract specification/work statement/scope of work.

(ii) Constitutes a change as defined in the clause entitled ''Changes'' or other similar contract term.

(iii) Causes, in any manner, an increase or decrease in the contract price or the time required for contract performance;

(iv) Causes, in any manner, any change in a term, condition, or specification or the work statement/ scope of work of the contract;

(v) Causes, in any manner, any change or commitment that affects price, quality, quantity, delivery, or other term or condition of the contract or that, in any way, directs the contractor or its subcontractors to operate in conflict with the contract terms and conditions;

(vi) Interferes with the contractor's right to perform under the terms and conditions of the contract; (vii) Directs, supervises, or otherwise controls the actions of the Contractor's employees or a Subcontractor's employees.

(d) The Contractor shall proceed promptly with performance resulting from the technical direction of the COR. If, in the opinion of the Contractor, any direction by the COR or the designated representative falls outside the authority of (b) above and/or within the limitations of (c) above, the Contractor shall immediately notify the Contracting Officer.

(e) Failure of the Contractor and Contracting Officer to agree that technical direction is within the scope of the contract is a dispute that shall be subject to the ''Disputes'' clause and/or other similar contract term.

(f) COR authority is not re-delegable.

(End of clause)

☒ **JAR 2852.222-70 DOMESTIC VIOLENCE, SEXUAL ASSAULT, AND STALKING (DEC 2014)**

(a) It is DOJ policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in ''*DOJ Policy Statement1200.02, Federal Workforce Responses to Domestic Violence, Sexual Assault, and Stalking,*'' available in full for public viewing at: *http://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplaceeresponses-to-domesticviolence-sexualassault-stalking.pdf*. Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all Vendor employees and employees of subcontractors who will be assigned to work on DOJ premises.

(b) Upon contract award, DOJ will provide the Contractor with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking for the component or components where the Contractor will be performing. The Contractor agrees to inform its employees and employees of subcontractors, who will be assigned to work on DOJ premises, with the name and contact information of the point of contact for victims of domestic violence, sexual assault, and stalking.

(End of Clause)

☒ **JAR 2852.223–70 UNSAFE CONDITIONS DUE TO THE PRESENCE OF HAZARDOUS MATERIAL (NOV 2020)**

(a) ''Unsafe condition'' as used in this clause means the actual or potential exposure of Contractor or Government employees to a hazardous material.

(b) ''Hazardous Material'' as used in this clause includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract), any other potentially hazardous material requiring safety controls, or any other material or working condition designated as hazardous by the Contracting Officer's Representative (COR).

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

(d) Prior to commencement of work, Contractors are required to inspect for and report to the Contracting Officer the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.

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

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

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

(End of Clause)

CONTRACTING OFFICER: List the recommended security clause in the approved DD 254 in the space provided below by clause number, title, and date of clause.

CONTRACTOR: The full text of the clause may be found at https://www.dea.gov/security-clauses.

Section 2 - Contract Clauses

Clauses By Full Text

52.203-17 Contractor Employee Whistleblower Rights (Oct 2023)

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

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

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

(End of clause)

52.222-54 (DEV) Employment Eligibility Verification (Jan 2025) (DEVIATION DEC 2025)

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

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

(1) Means any item of supply that is—

(i) A commercial product (as defined in paragraph (1) of the definition of "commercial product" at Federal Acquisition Regulation (FAR) 2.101);

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

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1802-2. An employee is not considered to be directly performing work under a contract if the employee-

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements*. (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must-

(i) *Enroll*. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract*. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor must use E-Verify to initiate verification of employment eligibility of-

(i) *All new employees*. (A) *Enrolled 90 calendar days or more*. The Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days*. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor must initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract*. For each employee assigned to the contract, the Contractor must initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor must follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees*. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor must initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of-

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor must comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspending and debarring official.

(ii) During the period between termination of the MOU and a decision by the suspending and debarring official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the Contractor is not suspended, debarred, or subject to a voluntary exclusion, then the Contractor must reenroll in E-Verify.

(c) *Web site*. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: *https://www.e-Verify.gov*.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee-

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The Contractor must include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that-

(1) Is for— (i) Services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
(ii) Construction;

(2) Has a value of more than $3,500; and

(3) Includes work performed in the United States.

(End of clause)

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

(a) *Definitions*. As used in this clause—
Program participation means membership or participation in, or access or admission to: training, mentoring, or leadership development programs; educational opportunities; clubs; associations; or similar opportunities that are sponsored or established by the contractor or subcontractor.
Racially discriminatory diversity, equity, and inclusion (DEI) activities means disparate treatment based on race or ethnicity in the recruitment, employment (e.g., hiring, promotions), contracting (*e.g.*, vendor agreements), program participation, or allocation or deployment of an entity's resources.

(b) In connection with the performance of work under this contract, the Contractor agrees as follows:

(1) The Contractor will not engage in any racially discriminatory DEI activities;

(2) The Contractor will furnish all information and reports, including providing access to books, records, and accounts, as required by the Contracting Officer, for purposes of ascertaining compliance with this clause;

(3) In the event of the Contractor's or a subcontractor's noncompliance with this clause, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor or subcontractor may be declared ineligible for further Government contracts;

(4) The Contractor will report any subcontractor's known or reasonably knowable conduct that may violate this clause to the Contracting Officer and take any appropriate remedial actions directed by the Contracting Officer; and

(5) The Contractor will inform the Contracting Officer if a subcontractor sues the Contractor and the suit puts at issue, in any way, the validity of this clause.

(6) The Contractor recognizes that compliance with the requirements of this clause are material to the Government's payment decisions for purposes of 31 U.S.C. 3729(b)(4).

(c) The Contractor must include the substance of this clause, including this paragraph (c), in subcontracts at any tier, including those for commercial products and commercial services, except those where the place of delivery or performance is outside the United States.

(End of clause)

DEA-2852.211-70 PERIOD OF PERFORMANCE (BASE AND OPTIONS) (JUNE 2012)

(a) The period of performance of Base Period of this contract begins on 12/25/2026 and ends on 12/24/2027.
(b) Pursuant to clause 52.217-9, Option to Extend the Term of the Contract, in the event that the Contracting Officer exercises an option, the period of performance for each option period shall be as follows:

Option Period I: 12/25/2027 through 12/24/2028
Option Period II: 12/25/2028 through 12/24/2029
Option Period III: 12/25/2029 through 12/24/2030
Option Period IV: 12/25/2030 through 12/24/2031

(c) The exercise of any options is subject to the availability of funding and the continuing needs of the Government.
(End of clause)

DEA-2852.211-71 SCHEDULED AND UNSCHEDULED CLOSURES OF GOVERNMENT OFFICES (JAN 2024)

(a) In accordance with 5 U.S.C. 6103, Federal Government offices are closed for ordinary business in observance of the following holidays:

- New Year's Day
- Birthday of Martin Luther King, Jr.
- Washington's Birthday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- Inauguration Day (*Federal offices in the Washington DC metropolitan area only*)

(b) Federal offices may close at other times without advance notice due to emergencies, inclement weather, interruption of utilities, or other reasons. Such closures may be declared by the President, Office of Personnel Management, Office of Management and Budget, the Administrator of the DEA, or other appropriate executive authority. The duration of such closures may range from an early closure with normal operations expected on the next business day to a period of indeterminate length.

(c) At the time that a closure is declared, appropriate information, notifications, and instructions will be provided regarding the return to normal operations. The Contractor shall comply with all directives issued in regards to such closures. The Contractor shall follow agency procedures for registering emergency contact information and shall monitor appropriate broadcast mediums for receiving emergency information.

(d) When a closure is declared, contractor personnel must vacate the facility as directed except personnel designated in accordance with agency procedures by the contracting officer to remain onsite to continue performance. Evacuated personnel will not be allowed to reenter the facility for the duration of the closure. Performance of work at alternate sites is not permissible except in accordance with the terms of the contract and written authorization by the contracting officer.

(e) Whenever it is necessary for contractor employees to continue performance during such closures, the contracting officer will provide written authorization for such work. Such written authorization will designate the specific individuals authorized to continue performance, alternate work sites when applicable, work schedules, work dates, and special instructions and information. Telework may be authorized if permitted by the terms of the contract. Any services scheduled to be performed at Government facilities shall not be performed elsewhere unless specifically authorized in accordance with the terms of this contract.

(f) For firm fixed priced contracts, the terms for invoicing and payment in the contract will remain unchanged unless changed by a fully executed modification to the contract.

(g) For other than firm fixed priced contracts, the contractor shall invoice in accordance with the Payments and Prompt Payment clauses of the contract only for work performed. Employee compensation for the period of the closure shall be governed by corporate policy.

(h) Agency-sponsored events such as picnics or other social events are not considered to be official office closures. The Contractor shall not invoice for time spent by its employees attending or participating in such events.

(i) In no case will any compensable administrative leave, which might be approved for Federal employees in connection with official holidays or other events, extend to contractor personnel.

(End of clause)

DEA-2852.237-71 CONTRACTOR TIMEKEEPING REQUIREMENTS (JUL 2019)

a. DEA has implemented an electronic time-keeping system for capturing data to be used for verifying and validating labor hours to be billed by contractors that primarily perform onsite support services for DEA. This time-keeping system shall be used by contractor employees for recording sign in/out times at the DEA so that the hours worked can be calculated on a daily basis and compared with hours billed on invoices. This is irrespective of any other methods a contractor may use for similar purposes.
b. Contractor employees under covered contracts must utilize the DEA time-keeping system to record daily start and ending times for periods worked. This system is accessible through the DEA Firebird network or a secure connection through the Internet. Usage of this system is governed by the DEA Information Technology Rules of Behavior for General Users.
c. Each contractor employee shall log into the DEA time-keeping system and record appropriate entries at the beginning and end of their daily work period (and lunch where applicable). For absences during the workday for other than work-related reasons, an employee must log out at the beginning of the absence and log back in when work is resumed. In the event that access to the DEA time-keeping system is prevented by technical or other reasons, timekeeping entries shall be made in physical logbooks provided for this purpose and verified by the Government.
d. Contractor employees shall be informed that falsifying time-keeping data may be subject to administrative and criminal penalties.

(End of clause)

DEA-2852.245-70 GOVERNMENT-FURNISHED RESOURCES (JUNE 2012)

(a) For Contractor employees performing full-time at the Government's facilities, the Government will provide resources, such as office space, utilities, furniture, computers, and access to Government network systems at no cost to the Contractor. Access to the World Wide Web may or may not be provided.

(b) Government-furnished property that is used exclusively at the Government's facilities remains under the control of the Government. The Contractor is not required to maintain accountability or provide reporting on such property. However, the Contractor shall report damage, loss, or theft of such property in accordance with DEA procedures.

(c) The Contractor shall maintain accountability of Government-furnished property that is used away from Government facilities in accordance with the Property clause of this contract.

(End of clause)

DOJ-02 Contractor Privacy Requirements (JULY 2022)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

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

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

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

(3) Prior Approval Required to Hire Subcontractors

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

(4) Separation Checklist for Contractor Employees

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

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

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

relevant Program Manager or other Key Personnel designated by the Contracting Officer or COR may facilitate the return of equipment.

B. Privacy Training, Safeguarding, and Remediation

(1) Required Security and Privacy Training for Contractors

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

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

(2) Safeguarding PII Requirements

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

(3) Non-Disclosure Agreement Requirement

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

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

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

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

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

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

(5) Reporting Actual or Suspected Data Breach

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

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

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

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

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

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

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

(6) Victim Remediation

At DOJ's request, the Contractor is responsible for notifying victims and providing victim remediation services in the event of a breach of PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose PII was lost or compromised. When DOJ requests notification, the Department Chief Privacy and Civil Liberties Officer and SCOP will direct the Contractor on the method and content of such notification to be sent to individuals whose PII was breached. By performing this work, the Contractor agrees to full cooperation in the event of a breach. The Contractor should be self-insured to the extent necessary to handle any reasonably foreseeable breach, with another source of income, to fully cover the costs of breach response, including but not limited to victim remediation.

C. <u>Government Records Training, Ownership, and Management</u>

(1) Records Management Training and Compliance

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

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

(2) Records Creation, Ownership, and Disposition

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

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

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

D. <u>Data Privacy and Oversight</u>

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

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

(2) Requirements for Contractor IT Systems Hosting Government Data

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

(3) Requirement to Support Privacy Compliance

(a) If this contract requires the development, maintenance or administration of information technology[9], the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IPA is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IPA asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project[10] to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document

and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IPAs, PIAs, and SORNs, is located on the DOJ OPCL website (https://dojnet.doj.gov/privacy/), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

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

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

technology-neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other activity that may create potential privacy issues or privacy risks that would benefit from an IPA. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL.

(End of Clause)

Section 4 - Solicitation Provisions

Provisions By Full Text

52.214-34 Submission of Offers in the English Language (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 Submission of Offers in U.S. Currency (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

52.215-1 (DEV) Instructions to Offerors-Competitive Acquisition (Nov 2021) (DEVIATION DEC 2025)

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

In writing, *writing*, or *written* means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the request for proposal closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to material elements of a proposal made after the request for proposal closing date, at the request of or as allowed by a Contracting Officer, as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to requests for proposals*. If this request for proposal (RFP) is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this RFP by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.(1)(i) Proposals and modifications to proposals shall be—

(A) Submitted using the method and the format specified in the RFP;

(B) Addressed to the office specified in the RFP; and

(C) Showing the time and date specified for receipt, the RFP number, and the name and address of the offeror.

(ii) Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i)(B) and (C) of this provision.

(2) The first page of the proposal must show—

(i) The RFP number;

(ii) The name, address, and telephone number of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the RFP and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone number (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this RFP; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3)(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the RFP by the time specified in the RFP. If no time is specified in the RFP, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due. (ii)(A) Any proposal, modification, or revision received at the Government office designated in the RFP after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

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

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

(3) It is the only proposal received.

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

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

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

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral RFPs may be withdrawn orally. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the RFP, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this RFP in English, unless otherwise permitted by the RFP, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the RFP.

(6) Offerors may submit modifications to their proposals at any time before the RFP closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date*. Proposals in response to this RFP will be valid for the number of days specified on the RFP cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data*. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend:

Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.(1) The Government intends to award a contract or contracts resulting from this RFP to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the RFP.

(2) The Government may reject any or all proposals if such action is in the Government’s interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without negotiations with offerors (except clarifications as described in FAR 15.202(b)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct negotiations if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly evaluated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government’s best interest to do so.

(7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(8) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(9) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

(i) The agency's evaluation of the significant weaknesses or deficiencies in the debriefed offeror's offer.

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

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

(iv) A summary of the rationale for award.

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

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

(vii) For DoD contracts in excess of $10 million but not in excess of $100 million with a small business or nontraditional defense contractor (10 U.S.C. 3014), an option for the contractor to request disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

(viii) For award of a DoD contract in excess of $100 million, disclosure of the agency's written source selection decision document, redacted to protect the confidential and proprietary information of other offerors for the contract award.

(End of provision)

52.217-5 (DEV) Evaluation of Options (July 1990) (DEVIATION AUG 2025)

Except when it is determined in accordance with FAR 17.202(b) not to be in the Government’s best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.222-56 (DEV) Certification Regarding Trafficking in Persons Compliance Plan (Oct 2025) (DEVIATION DEC 2025)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled “Combating Trafficking in Persons” (FAR clause 52.222-50).

(b) The apparent successful Offeror must submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

(1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and

(2) Has an estimated value that exceeds $550,000.

(c) The certification must state that-

(1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the

contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and

(2) After having conducted due diligence, either-

(i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or

(ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of provision)

INSTRUCTIONS

1. INTRODUCTION

Quoters must submit their quotation in accordance with the terms and conditions incorporated in FAR 52.212-1, Instructions to Quoters – Commercial Items, which is included into this solicitation by reference. This solicitation does not commit the Government to award a contract. The Contracting Officer is the only individual who can legally commit the Government to the expenditure of public funds in connection with the proposed procurement.

2. COMMUNICATIONS

All communications concerning the solicitation, including any of a technical nature, must be made by email at FACN.Proposal.Submission@dea.gov.

All questions, technical or otherwise, in response to this solicitation must be in writing and received by the Government on or before **July 24, 2026 by 10:00 AM ET**. All emails must not exceed 50MB.

Questions must be provided in a .XLS or .XLSX file with columns in the following order:

A) Applicable RFQ section
B) Page number
C) Paragraph number
D) Question
E) Additional reference

All questions and answers will be provided to Quoter in an amendment to the solicitation prior to the quotation due date.

3. TIME, DATE AND PLACE FOR SUBMISSION OF QUOTATION

One (1) original of the Technical Quotation (Volume 1) (Factors 1 -3) in a Microsoft Office Compatible format or PDF and one (1) original of the Business Quotation (Volume 2) (Factor 3), are due by email to FACN.Proposal.Submission@dea.gov **on or before August 14, 2026, 10:00 AM ET.**

4. QUOTATION PREPARATION INSTRUCTIONS-GENERAL

a) Quotation must conform to the Request for Quotation (RFQ) clauses and provisions and be prepared in accordance with this section.

b) Quotation must be clearly marked with the RFQ number and title. The Quoter must submit its Quotation in Microsoft Office compatible files to FACN.Proposal.Submission@dea.gov.

c) The written portion of the Quotation must be submitted in electronic format, and must be clearly and concisely written, neat, indexed, and logically assembled. The Quotation must be prepared in two separate volumes: Volume 1. Technical Quotation and Volume 2. Business Quotation. The Quoter is cautioned that evaluation of volumes 1-3 will be conducted simultaneously. Therefore, if the required content is not present in the volume being evaluated, it will not be considered.

i. Technical Quotation (Volume 1) - General – One (1) Technical Approach and Understanding of the Requirements, (2) Past Performance and (3) Certifications and Licenses. Technical Quotation (Factors 1-3) must be submitted and address the requirements of the Statement of Work for the evaluation factors specified. The Technical Approach and Understanding of the Requirements and Past Performance Quotation must be typed, with one-inch margins, using Times New Roman font in 12-point font size. Graphics, tables, and call out boxes should use no smaller than 9-point font size. The Technical Approach and Understanding of the Requirements and Past Performance Quotation must include a hyperlinked table of contents. Length of both documents must not exceed 30 pages, excluding cover sheet and table of contents.

ii. Business Quotation (Volume 2) – General – The Business Quotation must include the completed Schedule of Supplies/Services (Section 1). A unit price for each CLIN, on an all or none basis, multiplied by the estimated quantity per CLIN and sum of all CLINs per year for all five years in accordance with the Schedule of Supplies/Services (Section 1).

5. TECHNICAL QUOTATION (VOLUME I) INSTRUCTIONS

Technical Quotations are to be prepared in a format that will facilitate the evaluation. Accordingly, written Quotations must be structured in such a way as to address, separately, each of the evaluation factors specified below.

Evaluation Criteria:

- Factor 1 – Technical Approach and Understanding of the Requirements (Volume I)
- Factor 2 – Past Performance (Volume I)
- Factor 3 – Certifications and Licenses (Volume I)

Factor 1: Technical Approach and Understanding of the Requirements

The Quoter must demonstrate its ability to successfully perform the Government's requirement in accordance with the requirements in the SOW.

The SOW reflects the objectives of the requirement, therefore merely stating or affirming that the Quoter will execute the performance requirements without sufficient elaboration will not be acceptable. The Quoter must provide a technical approach to include:

1) A corporate organizational chart including positions with direct supervisory control of onsite personnel.

2) Proposed DEA on-site personnel to include specific hours of on-site presence.

3) Back-up contingencies for loss of personnel due to termination, resignation, medical or vacation absences.

4) Staffing strategy for maintenance and repair activities that requires multiple people to complete.

5) A strategy to ensure Service Calls and Repairs are accomplished, as specified in the SOW, without diminished performance to other requirements.

6) A description of how the Quoter will meet the response time requirements described in the SOW for each defined Service Call classification.

7) Proposed use of subcontractors for specific equipment and systems identified in the DEA Equipment Inventory and the prime contractor's strategy for monitoring and managing their subcontractor's work.

8) Requirements Plans as described in the SOW (submit as attachments, not included in page count): Quality Control Plan, Repair Plan, Preventative Maintenance Plan, Hazardous Materials Plan, Preventative Maintenance Program, Preventative Maintenance Schedule, Preventative Maintenance Records, Preventative Maintenance Status Reports, Service Call Log, Deficiency Inspection List and Reconciled Inventory List.

Factor 3: Certifications and Licenses

The Quoter(s) must provide a copy and information of certifications and licenses of the on-site Technician. The on-site Technician is required to have certifications and licenses of the following

Certifications:
(Factory Equipment Certifications; Trane; Vertiv and Dessert Aire)

Licenses:
Master HVAC and Master Plumber

All personnel utilized for service or repair must be, at a minimum, FACTORY CERTIFIED or otherwise acceptable to the COR/Government to perform such work on each piece of equipment itemized in the attached Equipment Inventory. Proof of original equipment manufacturer's certification in the form of training certificates or other manufacture's accreditation must be submitted prior to the performance of work.

Factor 3: Past Performance

The Quoter(s) must provide examples of real work with actual results of the prime contractor and major subcontractor(s) to perform the requirements as described in the RFQ.

The Quoter(s) must provide a list of up to three (3) successful contracts with past performance history from the past three (3) years that are representative of the Offeror's capability to provide services with similar scope, magnitude, and complexity to that stated in the SOW. The Quoter must provide sufficient information in writing to facilitate the Government's considerations of this factor.

Contracts listed may include those entered into with the Federal Government, agencies of state and local Governments, and commercial customers. Include the following information for each contract:

- Name, address, telephone number of each contracting organization/customer and name and facsimile and telephone number of the Project Officer and Contracting Officer;
- Contract numbers, types and total contract dollar values;
- Periods of performance including the original planned completion date and actual completion date with an explanation for any variance;
- Discussion of the similarities and differences between this proposed effort and the specifications of those contracts; and
- A brief description of the expectations and scopes of each of the contracts.

The Government may supplement the information provided by the Offeror with information the Government obtains through reference checks, its own knowledge/experience, and/or from other

sources. These sources may include, but not necessarily be limited to, other Government contracting offices and Performance Assessment Reporting System (CPARS), FAPIIS, etc. Past performance will be a subjective assessment based upon all relevant facts and circumstances including contract past performance for smaller requirements.

Factor 4: Price

The Government will evaluate the total quoted Price Quotation for completeness, fairness and reasonableness. Award will be made to the responsible quoter submitting the lowest priced quotation that is determined to be technically acceptable and otherwise complies with all Request for Quotation requirements. The Government intends to make an award without conducting discussions; however, the Government reserves the right to seek clarifications if determined to be in its best interest.

6. BUSINESS QUOTATION (VOLUME II) INSTRUCTIONS

There is no page limitation for the Business Proposal. However, the Quotater is reminded that only information related to "Cost/Price" and "Other Business Information to Be Furnished" must be included in the Business Proposal. The Business Proposal must be written in plain English, in a concise, easy to read manner. Pages must be standard size 8.5 x 11 inches, printed on one side (one sheet printed on both sides will count as 2 pages), and print must be standard 11 pitch type (or larger) Times New Roman font.

Business Proposal (Volume II) - Business Quotation must include a price for each and every CLIN, on an all or none basis, multiplied by the estimated quantity per CLIN and sum of all CLINs per year in accordance with Section B - Supplies or Services and Prices/Costs. The Government will determine price reasonableness based on the total price for the base year plus four (4), twelve (12) month option periods. The Contractor must complete the Section B - Supplies or Services and Prices/Costs schedule and quantity discount schedule as part of the business Quotation.

The Quoter must propose a price per contract line item number (CLIN) and fill in the unit prices. The Section B - Supplies or Services and Prices/Costs must calculate the extended totals and grand total for each year and all five years (base year and four ordering years). The offeror's unit prices must include all direct and indirect costs associated with the item or other services not separately priced including profit.

OTHER BUSINESS INFORMATION TO BE FURNISHED:
a. Company Information (Name, Address, Point of Contact, email)
b. Certification of Teaming Agreement and/or SubContractor Information in place (if applicable)
c. SubContractor's Name(s), Address, Point of Contact, email (if applicable)
d. GSA Federal Supply Schedule (if applicable)
e. Business size

f. Offeror Representations and Certifications-Commercial Items with fillable clauses (UEI & Cage Code # for SAM)
g. NAICS code
h. Terminations. List any contract(s) terminated (partial or complete) within the past 5 years and basis for termination (default, or no cost settlement). Include the contract number, name, address, and telephone number of the terminating officer
i. DEA-2852.209-70 – Organizational Conflicts of Interest. The offeror must refer to clause DEA-2852.209-70 Organizational Conflicts of Interest (MAY 2012) located in attached clause matrix. Furthermore, the offeror must include a section in its price Quotation (Volume II) to warrant that to the best of its knowledge and belief, there are no relevant facts or circumstances that would give rise to an organizational conflict of interest as described in FAR Subpart 9.5, and the offeror has disclosed all such relevant information. In the event that an actual, potential, or apparent organizational conflict of interest is discovered prior to award, the offeror must make full disclosure of the particular facts and circumstances to the Government's Contracting Officer in writing. This disclosure must include a description of the actions that the offeror has taken, or proposes to take in order to avoid, mitigate, or neutralize the risk to the Government
j. Completion of DEA-2852.242-74 – Contract Administration Points of Contact
k. All fillable Clause Matrix. Any changes or updates to the representations and certifications on file in the System for Award Management as required by paragraph (b) of the Federal Acquisition Regulation provision 52.212-3 Contractor Representations and Certifications – Commercial Items.

COMPLIANCE WITH INSTRUCTIONS

When evaluating an offeror's capability to perform the prospective contract, the DEA will also consider compliance with these instructions. The Government will consider an offeror's noncompliance with these instructions, or any attempt to evade the requirements imposed by these instructions, as indicative of the conduct the Government may expect from the offeror during contract performance. The Government reserves the right to treat noncompliance with these instructions as a risk, and may treat such risk as grounds to eliminate any offeror from award consideration.

EXPENSES RELATED TO OFFERORS SUBMISSION
The Government will not pay any costs incurred in the preparation and submission of any proposal.

DETERMINATION OF CONTRACTOR'S RESPONSIBILITY
Separate and independent of this evaluation, the Contracting Officer will make a determination of responsibility using the standards listed in FAR 9.104-1. In the event an offeror is deemed not responsible, that offeror will be notified and removed from participation in this procurement.

QUOTATION SUBMISSION – DATE, TIME & LOCATION

a) QUOTATIONS ARE DUE BY:

- DATE: **August 19, 2026**
- TIME: **10:00am**
- LOCATION: **FACN.Proposal.Submission@dea.gov**

SUBMISSION: All Quotations submissions must not exceed 50MB including email envelope information. Compressing files or submitting more than one email is acceptable. All submissions will receive a confirmation of receipt. If you do not receive a confirmation of receipt by the close date of this RFQ, your proposal was not received and will not be considered.

FINAL QUOTATION REVISIONS

Changes to the proposal as a result of discussions (if held) must be accomplished by amended page(s). Changes from the original page must be indicated by a vertical line, adjacent to the change, on the outside margin of the page. The Offeror must include the date of the amendment on the lower right hand edge of the page as well as the amendment number which caused the change.

OFFEROR ACCEPTANCE PERIOD

The Offeror must provide an offer acceptance period of not less than 120 calendar days.

EVALUATION FACTORS FOR AWARD

Evaluation – FAR PART 12 – Acquisition of Commercial Products and Commercial Services (APR 2026)

a) The Government will award a Hybrid, Firm Fixed Price, Time and Material, Labor Hours Contract resulting from this solicitation to the responsible Quoter whose offer conforming to the Quotation will be most advantageous to the Government, price and other factors considered. The following factors must be used to evaluate offers:

- Factor 1 – Technical Approach and Understanding of the Requirements (Volume I)
- Factor 2 – Past Performance (Volume I)
- Factor 3 – Certifications and Licenses (Volume I)
- Factor 4 – Past Performance

b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government

may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options must not obligate the Government to exercise the option(s).

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

(End of provision)

52.217-5 Evaluation of Options (AUG 2025)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total bottom line price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

EVALUATION AND BASIS FOR AWARD

1. EVALUATION - GENERAL

a) It is the Government's intention to award a Hybrid, Firm Fixed Price (FFP), Labor Hours and Time and Material Purchase Order to the Quoter whose Quotation is considered most advantageous to the Government based on Lowest Price Technically Acceptable (LPTA) method.

b) EVALUATION PROCESS. The Government intends to conduct the evaluation and award as follows:

(i) Factors 1-3 will be evaluated based on the submission of Technical Approach and Understanding of the Requirement, Past Performance and Certifications and Licenses.

(ii) The award decision will be based on of all three technical factors: Technical Approach and Understanding of the Requirements, Past Performance and Certifications and Licenses. The Government will use streamlined evaluation and selection documentation.

c) Each Factor must receive a confidence rating of High Confidence, Some Confidence, or Low Confidence (defined below). Cost/price will not receive a confidence rating.

High Confidence	The Government has ***high confidence*** that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the contract with ***little or no*** Government intervention.
Some Confidence	The Government has ***some confidence*** that the Quoter understands the requirement, proposes a sound approach, and will be successful in performing the contract with ***some*** Government intervention.
Low Confidence	The Government has ***low confidence*** that the Quoter understands the requirement, proposes a sound approach, or will be successful in performing the contract ***even with*** Government intervention.

The table below shows ratings the Government will assign in its Past Performance evaluation.

Acceptable	The Quoter's submission demonstrates same/similar requirement, and *will be* successful in performing the contract.
Neutral	The Quoter's submission of past performance record is neither recent nor relevant and does not count favorably nor unfavorably.
Unacceptable	The Quoter's submission *does not* demonstrate same/similar requirement, and *will not be* successful in performing the contract.

2. TECHNICAL QUOTATION (VOLUME 1) EVALUATION

Evaluation Factors

• Factor 1 – Technical Approach and Understanding of the Requirements
• Factor 2 – Past Performance
• Factor 3 – Certifications and Licenses

Factor 1: Technical Approach
The Government will assess its level of confidence in the Quoter's ability to demonstrate its ability to successfully perform the Government's requirement in accordance with the requirements in the SOW to include:

1) A corporate organizational chart including positions with direct supervisory control of onsite personnel.

2) Proposed DEA on-site personnel positions to include specific hours of on-site presence.

3) Back-up contingencies for loss of personnel due to termination, resignation, medical or vacation absences.

4) Staffing strategy for maintenance and repair activities that requires multiple people to complete.

5) A strategy to ensure Service Calls and Repairs are accomplished, as specified in the SOW, without diminished performance to other requirements.

6) A description of how the Quoter will meet the response time requirements described in the SOW for each defined Service Call classification.

7) Proposed use of subcontractors for specific equipment and systems identified in the DEA Equipment Inventory and the prime contractors strategy for monitoring and managing their subcontractor's work.

8) Requirements Plans as described in the SOW (submit as attachments, not included in page count): Preventative Maintenance Plan, Repair Plan, Quality Control Plan, Hazardous Material Plan Quality Control Plan - The Government will assess its level of confidence in the Quoter's ability to demonstrate a comprehensive, detailed Quality Control Plan (QCP). The Government will assess in detail the Quoter's ability to demonstrate how the contractor will ensure the accuracy of required work products.

Factor 2: Prior Experience

The Government will assess its level of confidence in the Quoter's ability to foster their organizational capabilities and corporate experience to perform the Government's requirement as described in the solicitation: organizing and managing the project effort and supervising project team members.

Factor 3: Certifications and Licenses

The Government will assess its level of confidence based on the Quoter's capability to provide at a minimum, FACTORY CERTIFIED or otherwise acceptable to the Government or otherwise acceptable to the Government to perform such work on each piece of equipment itemized in the attached Equipment Inventory.

The Quoter must provide the following proof of the following certifications and licenses of the on-site technician: Factory Equipment Certifications: (Trane, Vertiv and Dessert Aire) and Licenses (Master HVAC and Master Plumber).

All personnel utilized for service or repair must be, at a minimum, FACTORY CERTIFIED or otherwise acceptable to the Government to perform such work on each piece of equipment itemized in the attached Equipment Inventory. Proof of original equipment manufacturer's certification in the form of training certificates or other manufacture's accreditation must be submitted prior to the performance of work.

3. BUSINESS QUOTATION (VOLUME 2) EVALUATION

Evaluation Factor

• Factor 4 – Price

Factor 4: Price

The Quoter shall propose a contract line-item number (CLIN) and fill in the categories and rates on to the Schedule of Supplies/Services (Section 1). A unit price for each CLIN, on an all or none or proposed categories and rates, multiplied by the estimated quantity per CLIN and sum of all CLINs per year and for all five years in accordance with the Schedule. Pricing Sheet is required. Award decision will be based on pricing provided utilizing the Government's proposed categories and rates.

The Government will evaluate Cost/Price pursuant to techniques contained in FAR 15.4 to include but not limited to: reasonableness, balance, and the overall proposed price. Cost/price will not receive an adjectival rating.

BASIS FOR AWARD

The Government will make award to the responsive, responsible Quoter whose Quotation is most advantageous to the Government. Award will be based on LPTA methodology.

Attachment 1
DEA HQ Facility Equipment Inventory 1-13-26

Line	BUILDING	LOCATION	MAKE	ASSET #	EQUIPMENT DISCRIPTION	Model	Serial #	SIZE	PM Guide	Frequency
		West HVAC Units								
1	700 Building	12th Fl CRAC Room	Vertiv-Liebert	CRAC-W12-01	A/C Critical System	DMC040WGP0N	Y20AG1A181	3T	A-07	12
2	700 Building	12th Fl CRAC Room	Vertiv-Liebert	CER-W12-01	A/C Critical System	DME037-PHN	Y20A30A071	3T	A-07	12
3	700 Building	11th Fl CRAC Room	Vertiv-Liebert	CRAC-W11-01	A/C Critical System	DMC029WGP0N	Y20AG1A175	3T	A-07	12
4	700 Building	11th Fl CRAC Room	Vertiv-Liebert	CRAC-W11-01	A/C Critical System	DME027E-PHN	Y20A30A054	3T	A-07	12
5	**700 Building**	**11th Fl Roof Top Unit**	**TRANE**	**Roof Top Unit to VAV**	**2 Compressors Unit**	**THH150G4RGB100HE1**	**201610082D**	**12T**	**A-07**	**12**
6	**700 Building**	**11th Fl-Comm Cntr**	**TRANE**	**Vari-Trane FP VAV Un**	**From Roof Top Unit on Roof**	**FP-W11070**	**N/A**		**A-07**	**12**
7	**700 Building**	**11th Fl-Comm Cntr**	**TRANE**	**Vari-Trane FP VAV Un**	**From Roof Top Unit on Roof**	**FP-W11060**	**N/A**		**A-07**	**12**
8	**700 Building**	**11th Fl-Comm Cntr**	**TRANE**	**Vari-Trane FP VAV Un**	**From Roof Top Unit on Roof**	**FP-W11050**	**N/A**		**A-07**	**12**
9	**700 Building**	**11th Fl-Comm Cntr**	**TRANE**	**Vari-Trane FP VAV Un**	**From Roof Top Unit on Roof**	**FP-W11055**	**N/A**		**A-07**	**12**
10	700 Building	10th Fl. CRAC Room	Vertiv-Liebert	CRAC-W10-01	A/C Critical System	DMC029WGP0N	Y20AG1A102	3T	A-07	12
11	700 Building	10th Fl.CRAC Room	Vertiv-Liebert	CRAC-W10-01	A/C Critical System	DME027E-PHN	Y20A30A049	3T	A-07	12
12	700 Building	9th Fl CRAC Room	Vertiv-Liebert	CRAC-W09-01	A/C Critical System	DME027E-PHN	Y20A30A068	3T	A-07	12
13	700 Building	9th Fl CRAC Room	Vertiv-Liebert	CRAC-W09-01	A/C Critical System	DMC029WGP0N	Y20AG1A138	3T	A-07	12
14	700 Building	9th Fl Multipurpose RM	Vertiv-Liebert	Multipurpose RM	A/C Critical System	DME027E-PHN	Y20A30A048	3T	A-07	12
15	700 Building	9th Fl Multipurpose RM	Vertiv-Liebert	Multipurpose RM	A/C Critical System	DME027E-PHN	Y20A30A048	3T	A-07	12
16	700 Building	8th Fl CRAC Room	Vertiv-Liebert	CRAC-W08-01	A/C Critical System	DMC029WGP0N	Y20AG1A174	3T	A-07	12
17	700 Building	8th Fl CRAC Room	Vertiv-Liebert	CRAC-W08-01	A/C Critical System	DME027E-PHN	Y20A30A056	3T	A-07	12
18	700 Building	7th Fl SCCR- Room	Vertiv-Liebert	CRAC-W07-01	A/C Critical System	PX029UW1ADE976	Y20A6S0023	5T	A-07	12
19	700 Building	7th Fl COMSEC Room	Vertiv-Liebert	COMSEC Room W-07	A/C Critical System	VS035-042	MG012065	8T	A-07	12
20	700 Building	6th Fl CRAC Room	Vertiv-Liebert	CRAC-W06-01	A/C Critical System	DMC029WGP0N	Y20AG1A168	3T	A-07	12
21	700 Building	6th Fl CRAC Room	Vertiv-Liebert	CRAC-W06-01	A/C Critical System	DME027E-PHN	Y20A30A018	3T	A-07	12
22	700 Building	5th Fl UPS Room	Vertiv-Liebert	W05 UPS Room	A/C Critical System	DME037E-PHN	Y20A30A079	3T	A-07	12
23	700 Building	5th Fl UPS Room	Vertiv-Liebert	W05 UPS Room	A/C Critical System	DMC040WGP0N	Y20AG1A185	3T	A-07	12
24	700 Building	5th Fl CRAC Room	Vertiv-Liebert	CRAC-W05-01	A/C Critical System	DME027E-PHN	Y20A30A69	3T	A-07	12
25	700 Building	5th Fl CRAC Room	Vertiv-Liebert	CRAC-W05-01	A/C Critical System	DMC029WGP0N	Y20AG1A137	3T	A-07	12
26	700 Building	4th Fl CRAC Room	Vertiv-Liebert	CRAC-W04-01	A/C Critical System	DMC029WGP0N	Y20AG1A106	3T	A-07	12
27	700 Building	4th Fl CRAC Room	Vertiv-Liebert	CRAC-W04-01	A/C Critical System	DME027E-PHN	Y20A30A067	3T	A-07	12
28	700 Building	3rd Fl A/V-Room	Vertiv-Liebert	W03-AV Room	A/C Critical System	DMC029WGP0N	Y20AG1A172	3T	A-07	12
29	700 Building	3rd Fl A/V-Room	Vertiv-Liebert	W03-AV Room	A/C Critical System	DME027E-PHN	Y20A30A055	3T	A-07	12
30	700 Building	3rd Fl CRAC Room	Vertiv-Liebert	W03-CRAC Room	A/C Critical System	DME027E-PHN	Y20A30A051	3T	A-07	12
31	700 Building	3rd Fl CRAC Room	Vertiv-Liebert	W03-CRAC Room	A/C Critical System	DMC029WGP0N	Y20AG1A108	3T	A-07	12
32	700 Building	2nd Fl CRAC Room	Vertiv-Liebert	CRAC-W02-01	A/C Critical System	DME027E-PHN	Y20A30A022	3T	A-07	12
33	700 Building	2nd Fl CRAC Room	Vertiv-Liebert	700A070018	A/C Critical System	DMC029WGP0N	Y20AG1A161	3T	A-07	12
34	700 Building	1st Fl CRAC Room	Vertiv-Liebert	CRAC-W01	A/C Critical System	DMC040WGP0N	Y20AG1A176	3T	A-07	12
35	700 Building	1st Fl CRAC Room	Vertiv-Liebert	CRAC-W01-	A/C Critical System	DME037E-PHN	Y20A30A076	3T	A-07	12
36	700 Building	1st Fl Museum CER Rm	Vertiv-Liebert	CER Museum	A/C Critical System	DMC029WGP0N	Y20AG1A170	3T	A-07	12
37	700 Building	1st Fl Museum CER Rm	Vertiv-Liebert	CER Museum	A/C Critical System	DME027E-PHN	Y20A30A053	3T	A-07	12
38	700 Building	1st Fl-Security Control	TRANE	Security Ceiling Unit	A/C Critical System	GEHV-HP-W-01	W-01-121	7T	A-10	12
39	700 Building	1st Fl-A/V Control Rm	TRANE	Control AV Ceiling Un	A/C Critical System	GEHV-HP-W-02	W-01-122	4T	A-10	12
40	700 Building	1st Floor Auditorium	TRANE	Rear Room Area	A/C Critical System	GEHV-HP-W-03	W-01-123	4T	A-10	12
41	700 Building	1st Fl-Auditorium	TRANE	Middle Room Area	A/C Critical System	GEHV-HP-W-04	W-01-124	4T	A-10	12
42	700 Building	1st Floor Auditorium	TRANE	Front Room Area	A/C Critical System	GEHV-HP-05	W-01-125	6T	A-10	12
43	700 Building	1st Floor Auditorium	TRANE	Stage Area	A/C Critical System	GEHV-HP-06	W-01-126	4T	A-10	12
44	700 Building	1st Fl-Auditorium	Desert Aire	**DOAS Unit**	Self Contained Heat Pump	Fresh Air Unit	W-01-127	12T	A-11	12
45	700 Building	Hayes St.Guard Booth	Coleman	HVAC Unit	HVAC System	AJEQ12DCF	AS0209811	1.5T	A-12	12
46	700 Building	1st Floor Auditorium	GreenHeck	600A120002	Fresh Air Unit	SQ-130-VG	W-01-654		A-12	12
47	700 Building	Courtyard Guard Booth	Coleman	600B010002	HVAC System	AJEQ12DCF	AS0209810		A-123	12

PURDY GROUP LLC

Updated Master PM List

March, 2023

		East HVAC Units									
48	600 Building	12th Fl CER Room	Vertiv-Liebert	CRAC-E12-01	A/C Critical Cooling	DMC040WGPON	Y20AG1A181	3T	A-07	12	
49	600 Buiding	12th Fl CER Room	Vertiv-Liebert	CRAC-E12-01	AC Critical Cooling	DME037EPHN	Y20A30A071	3T	A-07	12	
50	600 Building	11th Fl CER Room	Vertiv-Liebert	CRAC-E11-01	A/C Critical Cooling	DMC029WGPON	Y20AG1A222	3T	A-07	12	
51	600 Building	11th Fl CER Room	Vertiv-Liebert	CRAC-E11-01	A/C Critical Cooling	DME027EPHN	Y20A30047	3T	A-07	12	
52	600 Building	10th Fl CER Room	Vertiv-Liebert	CRAC-E10-01	A/C Critical Cooling	DMC040WGPON	Y20AG1A179	3T	A-07	12	
53	600 Building	10th Fl CER Room	Vertiv-Liebert	CRAC-E10-01	A/C Critical Cooling	DME037EPHN	Y20A30A061	3T	A-07	12	
54	600 Building	9th Fl CER Room	Vertiv-Liebert	CRAC-E09-01	A/C Critical Cooling	DMC029WGPON	Y20AG1A130	3T	A-07	12	
55	600 Building	9th Fl CER Room	Vertiv-Liebert	CRAC-E09-01	A/C Critical Cooling	DME027EPHN	Y20A30A021	3T	A-07	12	
56	600 Building	8th Fl CER Room	Vertiv-Liebert	CRAC-E08-01	A/C Critical Cooling	DMC029WGPON	Y20AG1A223	3T	A-07	12	
57	600 Building	8th Fl CER Room	Vertiv-Liebert	CRAC-E08-01	A/C Critical Cooling	DME027EPHN	Y20A30A070	3T	A-07	12	
58	600 Building	7th Fl CER Room	Vertiv-Liebert	CRAC-E07-01	A/C Critical Cooling	DMC029WGPON	Y20AG1A219	3T	A-07	12	
59	600 Building	7th Fl CER Room	Vertiv-Liebert	CRAC-E07-01	A/C Critical Cooling	DME027EPHN	Y20A30A050	3T	A-07	12	
60	600 Building	6th Fl CER Room	Vertiv-Liebert	CRAC-E06-01	A/C Critical Cooling	DMC029WGPON	Y20AG1A104	3T	A-07	12	
61	600 Building	6th Fl CER Room	Vertiv-Liebert	CRAC-06-01	A/C Critical Cooling	DME027EPHN	Y20A30A066	3T	A-07	12	
62	600 Buiding	5th Fl CER Room	Vertiv-Liebert	CRAC-E05-01	A/C Critical Cooling	DMC029WGPON	Y20AG1A134	3T	A-07	12	
63	600 Building	5th Fl CER Room	Vertiv-Liebert	CRAC-E05-01	A/C Critical Cooling	DME027EPHN	Y20A30A043	3T	A-07	12	
64	600 Building	4th Fl-Health Unit	PHC BI	Medical Refri Unit	Meds Critical Refrigeration	SR-L61111W	180900804	0.25	A-07	4	1
65	600 Building	4th Fl-Health Unit	GE Electric	Reg.Refri Units	5.6 CU FT Refrig Units	GCE06GSHSB	120V-60HZ,2.7A	0.25	A-07	4	1
66	600 Building	4th Fl-Health Unit	GE Electric	Reg.Refri Units	5.6 CU FT Refrig Units	GCE06GSHSB	120V-60HZ,2.7A	0.25	A-07	4	1
67	600 Building	4th Fl-Health Unit	GE Electric	Reg.Refri Units	5.6 CU FT Refrig Units	GCE06GSHSB	120V-60HZ,2.7A	0.25	A-07	4	1
68	600 Building	4th Fl-Health Unit	GE Electric	Reg.Refri Units	5.6 CU FT Refrig Units	GCE06GSHSB	120V-60HZ,2.7A	0.25	A-07	4	1
69	600 Building	4th Fl CER Room	Vertiv-Liebert	CRAC-E04-01	A/C Critical Cooling	DMC029WGPON	Y20AG1A135	3T	A-07	12	
70	600 Building	4th Fl CER Room	Vertiv-Liebert	CRAC-E04-01	A/C Critical Cooling	DME027EPHN	Y20A30A057	3T	A-07	12	
71	600 Building	3rd Fl CER Room	Vertiv-Liebert	CRAC-E03-01	A/C Critical Cooling	DMC029WGPON	Y20AG1A218	3T	A-07	12	
72	600 Building	3rd Fl CER Room	Vertiv-Liebert	CRAC-E03-01	A/C Critical Cooling	DME027EPHN	Y20A30A065	3T	A-07	12	
73	600 Building	2nd Fl CER Room	Vertiv-Liebert	CRAC-E02-01	A/C Critical Cooling	DMC029WGPON	Y20AG1A103	3T	A-07	12	
74	600 Building	2nd Fl CER Room	Vertiv-Liebert	CRAC-E02-01	A/C Critical Cooling	DME027EPHN	Y20A30A046	3T	A-07	12	
75	600 Building	2nd Fl UPS Room	Vertiv-Liebert	UPS-E02-01	A/C Critical Cooling	MCD38W2PHN	Y20AG1A078	4T	A-07	12	
76	600 Building	2nd Fl UPS Room	Vertiv-Liebert	UPS-E02-01	A/C Critical Cooling	MMD36ENPJED4	Y20ABIA120	4T	A-07	12	
77	600 building	2nd Fl PCCR Room	Vertiv-Liebert	PCCR-E02-01	AC-PCCR-E02-01	VS105WVA1EI990B	N19M8G0024	30T	A-07	12	
78	600 Building	2nd Fl PCCR Room	Vertiv-Liebert	PCCR-E02-01	AC-PCCR-E02-02	VS105WVA1EI990B	N19M8G0023	30T	A-07	12	
79	600 building	2nd Fl PCCR Room	Vertiv-Liebert	PCCR-E02-01	AC-PCCR-E02-03	VS105WVA1EI990B	N19M8G0022	30T	A-07	12	
80	600 building	2nd Fl PCCR Room	Vertiv-Liebert	PCCR-E02-01	AC-PCCR-E02-04	VS105WVA1EI990B	N20A8G0005	30T	A-07	12	
81	600 Building	1st Fl CER Room	Vertiv-Liebert	CRAC-E01-01	A/C Critical Cooling	DME037E-PHN	Y20A30A073	3T	A-07	12	
82	600 Building	1st Fl CER Room	Vertiv-Liebert	CRAC-E01-01	A/C Critical Cooling	DMC040WGPON	Y20AG1A184	3T	A-07	12	
83	600 Building	1st Fl-Fitness Center	DESERT AIRE	DOAS Unit	Dedicated Outside Unit	DH		12T	A-07	12	
84	600 Building	1st Fl-Fitness Center	TRANE	Gym	A/C Critical Cooling	EXHV	Main Fitness Ctr	5T	A-07	12	
85	600 Building	1st Fl-Fitness Center	TRANE	Gym	A/C Critical Cooling	GEHV	Main Fitness Ctr	5T	A-07	12	
86	600 building	1st Fl-Fitness Center	TRANE	Gym	A/C Critical Cooling	GEHV	Main Fitness Ctr	5T	A-07	12	
87	600 Building	1st Fl-Fitness Center	TRANE	Gym	A/C Critical Cooling	GEHV	Main Fitness Ctr	5T	A-07	12	
88	600 building	1st Fl-Fitness Center	TRANE	Gym	A/C Critical Cooling	GEHV	Main Fitness Ctr	5T	A-07	12	
89	600 Building	1st Fl-Fitness Center	1st Floor Fitness C	GreenHeck	Exhaust Fan	SQ-130-VG	Locker Rooms		A-07	12	
90	600 Building	Fern St Guard Booth	General Electric	Gbooth HVAC	HVAC Critical	AJEQ12DCHK1	AS0209601	1.4T	A-07	12	
91	600 Building	Cafeteria	Imbera Cooler	Food/Drink Cooler	Commercial Refrigerator	Imberra G319ss	120V-60HZ,5.7A	0.75	A-07	4	3
92	600 Building	Cafeteria	Imbera Cooler	Food/Drink Cooler	Commercial Refrigerator	Imberra G319ss	120V-60HZ,5.7A	0.75	A-07	4	3
93	600 Building	Cafeteria	Imbera Cooler	Food/Drink Cooler	Commercial Refrigerator	Imberra G319ss	120V-60HZ,5.7A	0.75	A-07	4	3
94	600 Building	Cafeteria	Imbera Cooler	Food/Drink Cooler	Commercial Refrigerator	Imberra G319ss	120v,60HZ,5.7A	0.75	A-07	4	3
95	600 Building	Cafeteria	Imbera Cooler	Food/Drink Cooler	Commercial Refrigerator	Imberra G319ss	120v,60HZ,5.7A	0.75	A-07	4	3
96	600 Building	Cateteria	Imbera Cooler	Food Cooler	Commercial Refrigerator	Imberra G319 SS	120V-60HZ,5.6A	0.75	A-07	4	3
		GENERATORS									
97	700 Building	B-2 Main Electrical Room	ONAN	700B010002	Battery Chargers 24V DC	Inside ATS Cabinet			B-01	12	
98	600 Building	B-2 Main Electrical Room	ONAN	600B010001	Battery Chargers 24V DC	Inside ATS Cabinet			B-01	12	
99	600 Building	B-2 Main Electrical Room	ONAN	600E360001	ATS	ONCU800G1495G	C900308284		E-36	1	
100	700 Building	B-2 Main Electrical Room	ONAN	700E360001	ATS	ONCU800G1495G	C900308285		E-36	1	
101	600 Building	B-2 Gen.Room	ONAN/Cummins	600E420001	Generator	500DFFB37094E	C900308287		E-42	12	
102	700 Building	B-2 Gen.Room	ONAN/Cummins	700E420002	Generator	500DFFB37094E	C900308288		E-42	12	
103	700 Building	B-2-Fuel Tank Room	Highland Tank	2000 Gallons	Main Fuel Storage Tank	S-548298	32150		E-42	12	
104	600 Building	B-2-Fuel Tank Room	Highland Tank	2000 Gallons	Main Fuel Storage Tank	S-548298	32151		E-42	12	
105	600 Building	B-2 fuel tank room	Pneumercator	Printer/Monitor	Tank Management System	TMS 3000			E-42	12	
106	700 Building	B-2 fuel tank room	Pneumercator	Printer/Monitor	Tank Management System	TMS 3000			E-42	12	
107	600 Parking	Loading Zone Parking	Simplex	Remote Fuel Station	Vents 4 Day tank/Main Tank	CAFP-2	85574-14-52/1			12	
108	700 Parking	Loading Zone Parking	Simplex	Remote Fuel Station	Vents 4 Day tank/Main Tank	CAFP-2	85574-14-52/2			12	

PURDY GROUP LLC

Updated Master PM List

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		UNISEX Bathrooms, Sump Pumps, Drain Lines									
109	**East Building**	**All Floors--Entire Building**	**600 Buildng**	**2-12th floors Drain Lines**	**Kitchens/ Canteens**	**North & South**	**Domestic Water & drain line to main**			4	
110	**600 Building**	**7Th Floor Bathrooms**	**600 Building Hlwy**	**Both Bathrooms 1& 2**	**Toilet,sink,mirror,closer,sensors**	**All appurtenances**	**Drainlines to Vertical**			12	
111	**600 Building**	**4th Floor Bathrooms**	**600 Building Hlwy**	**Four Clinic Bathrooms**	**Toilet,sink,mirror,closer,sensors**	**All appurtenances**	**Drainlines to Vertical**			12	
112	**600 Building**	**2nd Floor Nursery Room**	**600 Building Hlwy**	**Both Bathrooms 1 & 2**	**Refrigerator,sink,faucet,curtains**	**All appurtenances**	**Drainlines to Vertical**			12	
113	**West Building**	**Entire Building**	**700 Buildng**	**2-12th floors**	**Kitchens/Canteens**	**North & South**	**Domestic Water & drain line to main**			4	
114	**700 Building**	**12th Floor Unisex Baths**	**700 Building Hlwy**	**Both Bathrooms 1 & 2**	**Toilet,sink,mirror,closer,sensors**	**All appurtenances**	**Drain lines to Vertical**			12	
115	**700 Building**	**Command Center Space**	**700 Building Hlwy**	**Bathroom**	**Shwer,Toilet,Sink & Sensors,Light**	**All appurtenances**	**Drain lines to Vertical**			12	
116	**700 Building**	**Command Center Space**	**700 Building Hlwy**	**Kitchen**	**Refrigerator,sink,faucet,Grbge dis**	**All appurtenances**	**Drain lines to Vertical**			12	
117	**700 Building**	**9th Floor Unisex Baths**	**700 Building Hlwy**	**Both Bathrooms 1 & 2**	**Toilet,sink,mirror,closer,sensors**	**All appurtenances**	**Drain lines to Vertical**			12	
118	**700 Building**	**8th Floor Unisex Baths**	**700 Buildg Hallwy**	**Both Bathrooms 1 & 2**	**Toilet,sink,mirror,closer,sensors**	**All appurtenances**	**Drain line to Vertical**			12	
119	**700 Building**	**5th Floor Unisex Baths**	**700 Building Hlwy**	**Both Bathrooms 1 & 2**	**Toilet,sink,mirror,closer,sensors**	**All appurtenances**	**Drainlines to Vertical**			12	
120	**700 Building**	**1st Fl.Unisex Bathrooms**	**700 Lobby**	**Both Bathrooms 1 & 2**	**Toilet,sink,mirror,closer,sensors**	**All appurtenances**	**Drainlines to Vertical**			12	
121	**West Building**	**9th Floor-West**	**Liberty Pumps**	**9th to 10th fl discharge**	**Main Canteen Drain Sump Pump**	**404 L,1/3 HP,120V**	**12NP3L**			12	
122	**West Building**	**8th Floor West**	**Liberty Pumps**	**8th to 9th Fl discharge**	**Main Canteen Drain Sump Pump**	**404 L,1/3 HP,120V**	**13NLPZ**			12	
123	**East Building**	**East 4th Floor**	**600 Buildng**	**4th Floor Health Clinic**	**Mixed**	**All Cabinets,lights**	**All Cabinets and Locks**			4	
124	**East Building**	**East 1st Floor**	**600 Building**	**1st floor Gym**	**Mixed**	**All Plumbing fixtures and drain lines to main drain**				4	
125	**East Building**	**1st Fl Fitness Center**	**600 Building**	**1st floor Gym**	**ELKAY Water Fauntain**	**LRPBD8WSC**	200845097				
126	**West Building**	**12th Floor**	**700 Building**	**12th Floor Admnistrator**	**Mixed**	**Water Closets (2)**	**All Fixtures**			4	
127	**West Building**	**11th Floor**	**700 Building**	**Command Center**	**Mixed**	**All Plumbing fixtures and drain lines to main drain**				4	
	600/700	**Various**	**Various**	**Unisex/Lactation Rooms**	**Mixed**	**All Instahot water heaters , fixcture, drains, etc**				1	

		Plumbing hot water heaters		**Hot Water Heaters**							
128	**600 Building**	**12th Fl North Side**	**Hubbell**	**12th Fl Canteen North**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11904S**	**277V**	**3KW,11A**	12	
129	**600 Building**	**12th Fl South Side**	**Hubbell**	**12th Fl Canteen-South**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11909S**	277V	3KW,11A	12	
130	**600 Building**	**11th Fl North Side**	**Hubbell**	**11th Fl Canteen North**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11916S**	277V	3KW,11A	12	
130	**600 Building**	**11th Fl South Side**	**Hubbell**	**11th Fl Canteen South**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11917S**	277V	3KW,11A	12	
131	**600 Building**	**9th Fl North side**	**Hubbell**	**9th Fl Canteen North**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11913S**	277V	3KW,11A	12	
132	**600 Building**	**9th Fl South Side**	**Hubbell**	**9th Fl Canteen South**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11907S**	277V	3KW,11A	12	
133	**600 Building**	**7th Fl North side**	**Hubbell**	**7th Fl Canteen North**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11899S**	277V	3KW,11A	12	
134	**600 Building**	**7th Fl South side**	**Hubbell**	**7th Fl Canteen South**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11896S**	277V	3KW,11A	12	
135	**600 Building**	**6th Fl.South side**	**Hubbell**	**6th Fl Canteen South**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11895S**	277V	3KW,11A	12	
136	**600 Building**	**5th Fl North side**	**Hubbell**	**5th Fl Canteen North**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11898S**	277V	3KW,11A	12	
137	**600 Building**	**5th Fl South side**	**Hubbell**	**5th Fl Canteen South**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11905S**	277V	3KW,11A	12	
138	**600 Building**	**4th Fl Clinic**	**Hubbell**	**4th Floor Clinic**	**Electric Water Heater,30 gallons**	**SE30-0-10SL-T4-XX**	**S11918S**	480V	1	4	
139	**600 Building**	**3rd Fl North side**	**Hubbell**	**3rd Fl Canteen North**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11897S**	277V	3KW,11A	12	
140	**600 Building**	**3rd Fl South side**	**Hubbell**	**3rd Fl Canteen South**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11901S**	277V	3KW,11A	12	
141	**600 Building**	**2nd Fl North Side**	**Hubbell**	**2nd Fl Canteen North**	**Electric Water Heater,6 Gallons**	**SE06-3SLW-XX**	**S11902S**	277 V	3KW,11A	12	
142	**600 Building**	**2nd Fl South Side**	**Hubbell**	**2nd Fl Canteen South**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11903S**	277V	3KW,11A	12	
143	**600 Building**	**1st Fl Fitness Center**	**AquaPLEX**	**1st East Mechanical Rm**	**DURA WATT ELECTRIC**	**140 L 200A-VE**	**F012595**	480v	1.5	4	6
144	**700 Building**	**12th Floor North Side**	**Chronomite**	**12th Fl.Canteen-North**	**Instant Hot Water Heater**	**M-40/277 104-125F**	**1219566**	277V	11KW,40A	12	
145	**700 Building**	**12th Floor South Side**	**Hubbell**	**12th Fl Canteen-South**	**Electric Water Heater,6 gallons**	**SE06-JSLW-XX**	**S11902S**	277V	3KW,11A	12	
146	**700 Building**	**12th Fl.Admntrator showr**	**Hubell**	**Both Showers,sinks,pmp**	**Circltng pump,thrmo controllr**	**SE30-0-10SL-T4-XX**	**S1191586**	480V	1	4	4
147	**700 Building**	**11th Fl-Command Center**	**Hubell**	**shower,sinks,kitchen**	**Circltng pump,thrmo controllr**	**SE30-0-10SL-T4-XX**	**S1191588**	480V	1	4	4
148	**700 Building**	**10th Fl South Side**	**Hubbell**	**10th Canteen South**	**Electric Water Heater,6 gallons**	**SE06-JSLW-XX**	**S119105**	277V	3KW,11A	12	
149	**700 Building**	**10th Fl North Side**	**Hubbell**	**10th Fl North**	**Electric Water Heater,6 gallons**	**SE06-JSLW-XX**	**S11915S**	277V	3KW,11A	12	
150	**700 Building**	**9th Fl South Side**	**Chronomite**	**9th Fl Canteen South**	**Instant Hot Water heater**	**M-301/277 104-125F**	**1312750**	277V	8KW,30A	12	
151	**700 Building**	**9th Fl North Side**	**Chronomite**	**9th Fl Canteen North**	**Instant Hot Water heater**	**M-301/277 P 110B**	**1199241**	277V	8KW,30A	12	
152	**700 Building**	**8th Fl South Side**	**Hubbell**	**8th Fl Canteen South**	**Electric Water Heater,6 gallons**	**SE06-JSLW-XX**	**S119108**	277V	3KW,11A	12	
153	**700 Building**	**8th Fl North Side**	**Hubbell**	**8th Fl Canteen north**	**Electric Water Heater,6 gallons**	**SE06-JSLW-XX**	**S119109**	277V	3KW,11A	12	
154	**700 Building**	**6th Fl South Side**	**Hubbell**	**6th Fl Canteen South**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11911S**	277V	3KW,11A	12	
155	**700 Building**	**6th Fl North Side**	**Hubbell**	**6th Fl Canteen North**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11912S**	277V	3KW,11A	12	
156	**700 Building**	**4th Fl North Side**	**Hubbell**	**4th Fl Canteen North**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11906S**	277v	3KW,11A	12	
157	**700 Building**	**4th Fl South Side**	**Hubbell**	**4th Fl Canteen South**	**Electric Water Heater,6 gallons**	**SE06-3SLW-XX**	**S11903S**	277V	3KW,11A	12	
158	**700 Building**	**3rd Fl North side**	**Chronomite**	**3rd Fl Canteen North**	**Instant Hot Water heater**	**OM30L/277 104-125**	**1338958**	277V	8.3KW,30A	12	
159	**700 Building**	**3rd Fl South side**	**Chronomite**	**3rd Fl Canteen South**	**Instant Hot Water heater**	**CM30L/277 104-125H**	**1338955**	277V	8.3KW,30A	12	
160	**700 Building**	**2nd Fl North side**	**Chronomite**	**2nd Fl Canteen North**	**Instant Hot Water heater**	**CM30L/277 104125H**	**13729029**	277V	8.3KW,30A	12	
161	**700 Building**	**2nd Fl South Side**	**Chronomite**	**2nd Fl Canteen South**	**Instant Hot Water heater**	**CM30L/277 104125H**	**1405678**	277	8.3KW,30A	12	

PURDY GROUP LLC

Updated Master PM List

March, 2023

Food Waste Disposers

	WEST	Location	Make:	Location	Equipment Description	Model:	Serial:			Frequncy
162	700 Building	12th Floor North Side	Emerson Electric	12th Fl.Canteen-North	1 H.P. 120V,10Amp Disposer	EXCEL-4	9113109142	120V	10 Amp	12
163	700 Building	12th Floor South Side	Emerson Electric	12th Fl Canteen-South	1H.P. 120V,10Amp Disposer	EXCEL-4	19113109151	120V	10 AMP	12
164	700 Building	12th Fl Administrator Suite	Emerson Electric	12th Fl Suite Canteen	1 H.P. 120V,10Amp Disposer	EXCEL-4	19113109148	120V	10 Amp	12
165	700 Building	11th Fl North side	Emerson Electric	11th Fl.Canteen North	1 H.P. 120V,10Amp Disposer	EXCEL-4	19113109141	120V	10 AMP	12
166	700 Building	11th Fl South side	Emerson Electric	11th Fl.Canteen South	1 H.P. 120V,10Amp Disposer	EXCEL-4	19113109136	120V	10 AMP	12
167	700 Building	10th Fl South Side	Emerson Electric	10th Canteen South	1 H.P. 120V,10Amp Disposer	EXCEL-4	19113109151	120V	10 Amp	12
168	700 Building	10th Fl North Side	Emerson Electric	10th Fl North	1 H.P. 120V,10Amp Disposer	EXCEL-4	19113109134	120V	10 Amp	12
169	700 Building	9th Fl South Side	Emerson Electric	9th Fl Canteen South	1 H.P. 120V,10Amp Disposer	EXCEL-4	20073005400	120V	10 Amp	12
170	700 Building	9th Fl North Side	Emerson Electric	9th Fl Canteen North	1 H.P. 120V,10Amp Disposer	EXCEL-4	20063028147	120V	10 Amp	12
171	700 Building	8th Fl South Side	Emerson Electric	8th Fl Canteen South	1 H.P. 120V,10Amp Disposer	EXCEL-4	20113049866	120V	10 Amp	12
172	700 Building	8th Fl North Side	Emerson Electric	8th Fl Canteen north	1 H.P. 120V,10Amp Disposer	EXCEL-4	20113049871	120V	10 Amp	12
173	700 Building	7th Fl North Side	Emerson Electric	7th Fl Canteen north	1 H.P. 120V,10Amp Disposer	EXCEL-4	20113049868	120V	10 Amp	12
174	700 Building	7Th Fl South Side	Emerson Electric	7th Fl Canteen south	1 H.P. 120V,10Amp Disposer	EXCEL-4	20113046532	120V	10 Amp	12
175	700 Building	6th Fl South Side	Emerson Electric	6th Fl Canteen South	1 H.P. 120V,10Amp Disposer	EXCEL-4	19103084643	120V	10 Amp	12
176	700 Building	6th Fl North Side	Emerson Electric	6th Fl Canteen North	1 H.P. 120V,10Amp Disposer	EXCEL-4	19113109140	120V	10 Amp	12
177	700 Building	5th Fl North Side	Emerson Electric	5th Fl Canteen North	1 H.P. 120V,10Amp Disposer	EXCEL-4	19113109149	120V	10 Amp	12
178	700 Building	5th Fl South Side	Emerson Electric	5th Fl Canteen South	1 H.P. 120V,10Amp Disposer	EXCEL-4	19113109137	120V	10 Amp	12
179	700 Building	4th Fl North Side	Emerson Electric	4th Fl Canteen North	1 H.P. 120V,10Amp Disposer	EXCEL-4	20063028148	120V	10 Amp	12
180	700 Building	4th Fl South Side	Emerson Electric	4th Fl Canteen South	1 H.P. 120V,10Amp Disposer	EXCEL-4	20073005400	120V	10 Amp	12
181	700 Building	3rd Fl North side	Emerson Electric	3rd Fl Canteen North	1 H.P. 120V,10Amp Disposer	EXCEL-4	20073055402	120V	10 Amp	12
182	700 Building	3rd Fl South side	Emerson Electric	3rd Fl Canteen South	1 H.P. 120V,10Amp Disposer	EXCEL-4	20073054301	120V	10 Amp	12
183	700 Building	2nd Fl North side	Emerson Electric	2nd Fl Canteen North	1 H.P. 120V,10Amp Disposer	EXCEL-4	20103029000	120V	10 Amp	12
184	700 Building	2nd Fl South Side	Emerson Electric	2nd Fl Canteen South	1 H.P. 120V,10Amp Disposer	EXCEL-4	20113049879	120V	10 Amp	12
	EAST									
185	600 Building	12th Fl North Side	Emerson Electric	12th Fl Canteen North	1 HP. 120V,10Amp Disposer	EXCEL-4	20113049882	120V	10 Amp	12
186	600 Building	12th Fl South side	Emerson Electric	12th Fl Canteen South	1 HP. 120V,10Amp Disposer	EXCEL-4	20113049862	120V	10 Amp	12
187	600 Building	11th Fl North Side	Emerson Electric	11th FL Canteen North	1 HP. 120V,10Amp Disposer	EXCEL-4	20113049756	120V	10 Amp	12
188	600 Building	11th Fl South Side	Emerson Electric	11th FL Canteen South	1HP. 120V,10Amp Disposer	EXCEL-4	20113029672	120V	10 Amp	12
189	600 Building	10th Fl North Side	Emerson Electric	10th FL Canteen North	1 HP. 120V,10Amp Disposer	EXCEL-4	20103029002	120V	10 Amp	12
190	600 Building	10th Fl South Side	Emerson Electric	10th FL Canteen South	1 HP. 120V,10Amp Disposer	EXCEL-4	20113049883	120V	10 Amp	12
191	600 Building	9th Fl North Side	Emerson Electric	9th FL Canteen North	1 HP. 120V,10Amp Disposer	EXCEL-4	20103028989	120V	10Amp	12
192	600 Building	9th Fl South Side	Emerson Electric	9th FL Canteen South	1HP. 120V,10Amp Disposer	EXCEL-4	20113049756	120V	10 Amp	12
193	600 Building	8th Fl North Side	Emerson Electric	8th FL Canteen North	1 HP. 120V,10Amp Disposer	EXCEL-4	20103028984	120V	10 Amp	12
194	600 Building	8th Fl South Side	Emerson Electric	8th FL Canteen South	1HP. 120V,10Amp Disposer	EXCEL-4	20103028983	120V	10 Amp	12
195	600 Building	7th Fl North Side	Emerson Electric	7th FL Canteen North	1HP. 120V,10Amp Disposer	EXCEL-4	20063028149	120V	10 Amp	12
196	600 Building	7Th Fl South Side	Emerson Electric	7th Fl Canteen South	1 H.P. 120V,10Amp Disposer	EXCEL-4	20073005399	120V	10 Amp	12
197	600 Building	6th Fl North side	Emerson Electric	6th Fl Canteen North	1H.P. 120V,10Amp Disposer	EXCEL-4	20103029005	120V	10 Amp	12
198	600 Building	6th Fl South Side	Emerson Electric	6th Fl Canteen South	1 H.P. 120V,10Amp Disposer	EXCEL-4	20103029002	120V	10 Amp	12
199	600 Building	5th Fl North Side	Emerson Electric	5th Fl Canteen North	1 H.P. 120V,10Amp Disposer	EXCEL-4	20103029001	120V	10 Amp	12
200	600 Building	5th Fl South Side	Emerson Electric	5th Fl canteen South	1 H.P. 120V,10Amp Disposer	EXCEL-4	20103029003	120V	10 Amp	12
201	600 Building	4th Fl North Side	Emerson Electric	4th Fl Canteen north	1 H.P. 120V,10Amp Disposer	EXCEL-4	20113049873	120V	10 Amp	12
202	600 Building	4th Fl South Side	Emerson Electric	4th Fl Canteen south	1 H.P. 120V,10Amp Disposer	EXCEL-4	20113049755	120V	10 Amp	12
203	600 Building	3rd Fl North side	Emerson Electric	3rd Fl Canteen North	1 H.P. 120V,10Amp Disposer	EXCEL-4	20113029664	120V	10 Amp	12
204	600 Building	3rd Fl South side	Emerson Electric	3rd Fl canteen South	1 H.P. 120V,10Amp Disposer	EXCEL-4	20113029667	120V	10 Amp	12
205	600 Building	2nd Fl North Side	Emerson Electric	2nd Fl Canteen north	1 H.P. 120V,10Amp Disposer	EXCEL-4	20113029668	120V	10 Amp	12
206	600 Building	2nd Fl South Side	Emerson Electric	2nd Fl Canteen south	1 H.P. 120V,10Amp Disposer	EXCEL-4	20113049877	120V	10 Amp	12

Refrigerators

	WEST									
207	700 Building	12th Floor North Side	Fischer & Paykel	12th Fl.Canteen-North	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
208	700 Building	12th Floor South Side	Fischer & Paykel	12th Fl Canteen-South	South side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
209	700 Building	12th Fl Administrator Suite	Fischer & Paykel	12th Fl Suite Canteen	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
210	700 Building	11th Floor N.E Side	Fischer & Paykel	11th Fl Coomand Center	Command Center	Fischer & Paykel	S51 Active Smart	120V	2.5	12
211	700 Building	11th Fl North side	Fischer & Paykel	11th Fl.Canteen North	South side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
212	700 Building	11th Fl South side	Fischer & Paykel	11th Fl.Canteen South	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
213	700 Building	10th Fl South Side	Fischer & Paykel	10th Canteen South	South side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
214	700 Building	10th Fl North Side	Fischer & Paykel	10th Fl North	North Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
215	700 Building	9th Fl South Side	Fischer & Paykel	9th Fl Canteen South	South side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
216	700 Building	9th Fl North Side	Fischer & Paykel	9th Fl Canteen North	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
217	700 Building	8th Fl South Side	Fischer & Paykel	8th Fl Canteen South	South side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
218	700 Building	8th Fl North Side	Fischer & Paykel	8th Fl Canteen north	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
219	700 Building	7th Fl North Side	Fischer & Paykel	7th Fl Canteen north	South side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
220	700 Building	7Th Fl South Side	Fischer & Paykel	7th Fl Canteen south	North Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
221	700 Building	6th Fl South Side	Fischer & Paykel	6th Fl Canteen South	South side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
222	700 Building	6th Fl North Side	Fischer & Paykel	6th Fl Canteen North	North Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
223	700 Building	5th Fl North Side	Fischer & Paykel	5th Fl Canteen North	South side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
224	700 Building	5th Fl South Side	Fischer & Paykel	5th Fl Canteen South	North Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
225	700 Building	4th Fl North Side	Fischer & Paykel	4th Fl Canteen North	South Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
226	700 Building	4th Fl South Side	Fischer & Paykel	4th Fl Canteen South	North Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
227	700 Building	4th Fl North Side	Fischer & Paykel	4th Fl Internatnl Confrnc	Conference/Meeting Room	Fischer & Paykel	S51 Active Smart	120V	2.5	12
228	700 Building	3rd Fl North side	Fischer & Paykel	3rd Fl Canteen North	South Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
229	700 Building	3rd Fl South side	Fischer & Paykel	3rd Fl Canteen South	North Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
230	700 Building	2nd Fl North side	Fischer & Paykel	2nd Fl Canteen North	South Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12
231	700 Building	2nd Fl South Side	Fischer & Paykel	2nd Fl Canteen South	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12

PURDY GROUP LLC

Updated Master PM List

March, 2023

	WEST			**KEURIG Cofee Makers**								
232	700 Building	12th Floor North Side	Keurig K-150-P	12th Fl.Canteen-North	North side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
233	700 Building	12th Floor South Side	Keurig K-150-P	12th Fl Canteen-South	South side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
234	700 Building	12th Fl Administrator Suite	Keurig K-150-P	12th Fl Suite Canteen	North side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
235	700 Building	11th Floor N.E Side	Keurig K-150-P	11th Fl Coomand Center	Command Center	K150-Coom.Plumbing	Descaling	120V	1	4	4	
236	700 Building	11th Fl North side	Keurig K-150-P	11th Fl.Canteen North	South side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
237	700 Building	11th Fl South side	Keurig K-150-P	11th Fl.Canteen South	North side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
238	700 Building	10th Fl South Side	Keurig K-150-P	10th Canteen South	South side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
239	700 Building	10th Fl North Side	Keurig K-150-P	10th Fl North	North Side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
240	700 Building	9th Fl South Side	Keurig K-150-P	9th Fl Canteen South	South side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
241	700 Building	9th Fl North Side	Keurig K-150-P	9th Fl Canteen North	North side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
242	700 Building	8th Fl South Side	Keurig K-150-P	8th Fl Canteen South	South side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
243	700 Building	8th Fl North Side	Keurig K-150-P	8th Fl Canteen north	North side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
244	700 Building	7th Fl North Side	Keurig K-150-P	7th Fl Canteen north	South side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
245	700 Building	7Th Fl South Side	Keurig K-150-P	7th Fl Canteen south	North Side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
246	700 Building	6th Fl South Side	Keurig K-150-P	6th Fl Canteen South	South side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
247	700 Building	6th Fl North Side	Keurig K-150-P	6th Fl Canteen North	North Side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
248	700 Building	5th Fl North Side	Keurig K-150-P	5th Fl Canteen North	South side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
249	700 Building	5th Fl South Side	Keurig K-150-P	5th Fl Canteen South	North Side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
250	700 Building	4th Fl North Side	Keurig K-150-P	4th Fl Canteen North	South Side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
251	700 Building	4th Fl South Side	Keurig K-150-P	4th Fl Canteen South	North Side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
252	700 Building	4th Fl North SIde	Keurig K-150-P	4th Fl Internatnl Confrnc	Conference/Meeting Room	K150-Coom.Plumbing	Descaling	120V	1	4	4	
253	700 Building	3rd Fl North side	Keurig K-150-P	3rd Fl Canteen North	South Side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
254	700 Building	3rd Fl South side	Keurig K-150-P	3rd Fl Canteen South	North Side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
255	700 Building	2nd Fl North side	Keurig K-150-P	2nd Fl Canteen North	South Side	K150-Coom.Plumbing	Descaling	120V	1	4	4	
256	700 Building	2nd Fl South Side	Keurig K-150-P	2nd Fl Canteen South	North side	K150-Coom.Plumbing	Descaling	120V	1	4	4	hours
	EAST			**KEURIG Coffe Makers**								
257	600 Building	12th Fl North Side	KEURIG	12th Fl Canteen North	South Side	K150-Commercial Plmb	Descaling	120V	1	4	4	
258	600 Building	12th Fl South side	KEURIG	12th Fl Canteen South	North Side	K150-Commercial Plmb	Descaling	120V	1	4	4	
259	600 Building	11th Fl North Side	KEURIG	11th FL Canteen North	North Side	K150-Commercial Plmb	Descaling	120V	1	4	4	
260	600 Building	11th Fl South Side	KEURIG	11th FL Canteen South	South Side	K150-Commercial Plmb	Descaling	120V	1	4	4	
261	600 Building	10th Fl North Side	KEURIG	10th FL Canteen North	North side	K150-Commercial Plmb	Descaling	120V	1	4	4	
262	600 Building	10th Fl South Side	KEURIG	10th FL Canteen South	South Side	K150-Commercial Plmb	Descaling	120V	1	4	4	
263	600 Building	9th Fl North Side	KEURIG	9th FL Canteen North	North side	K150-Commercial Plmb	Descaling	120V	1	4	4	
264	600 Building	9th Fl South Side	KEURIG	9th FL Canteen South	South side	K150-Commercial Plmb	Descaling	120V	1	4	4	
265	600 Building	8th Fl North Side	KEURIG	8th FL Canteen North	North Side	K150-Commercial Plmb	Descaling	120V	1	4	4	
266	600 Building	8th Fl South Side	KEURIG	8th FL Canteen South	South Side	K150-Commercial Plmb	Descaling	120V	1	4	4	
267	600 Building	7th Fl North Side	KEURIG	7th FL Canteen North	North Side	K150-Commercial Plmb	Descaling	120V	1	4	4	
268	600 Building	7Th Fl South Side	KEURIG	7th Fl Canteen South	South Side	K150-Commercial Plmb	Descaling	120V	1	4	4	
269	600 Building	6th Fl North side	KEURIG	6th Fl Canteen North	North side	K150-Commercial Plmb	Descaling	120V	1	4	4	
270	600 Building	6th Fl South Side	KEURIG	6th Fl Canteen South	South Side	K150-Commercial Plmb	Descaling	120V	1	4	4	
271	600 Building	5th Fl North Side	KEURIG	5th Fl Canteen North	North side	K150-Commercial Plmb	Descaling	120V	1	4	4	
272	600 Building	5th Fl South Side	KEURIG	5th Fl canteen South	South Side	K150-Commercial Plmb	Descaling	120V	1	4	4	
273	600 Building	4th Fl North Side	KEURIG	4th Fl Canteen north	North Side	K150-Commercial Plmb	Descaling	120V	1	4	4	
274	600 Building	4th Fl South Side	KEURIG	4th Fl Canteen south	South Side	K150-Commercial Plmb	Descaling	120V	1	4	4	
275	600 Building	3rd Fl North side	KEURIG	3rd Fl Canteen North	North side	K150-Commercial Plmb	Descaling	120V	1	4	4	
276	600 Building	3rd Fl South side	KEURIG	3rd Fl canteen South	North side	K150-Commercial Plmb	Descaling	120V	1	4	4	
277	600 Building	2nd Fl North Side	KEURIG	2nd Fl Canteen north	North side	K150-Commercial Plmb	Descaling	120V	1	4	4	
278	600 Building	2nd Fl South Side	KEURIG	2nd Fl Canteen south	North side	K150-Commercial Plmb	Descaling	120V	1	4	4	hours
	EAST			**REFRIGERATORS**								
279	600 Building	12th Fl North Side	Fischer & Paykel	12th Fl Canteen North	South Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
280	600 Building	12th Fl South side	Fischer & Paykel	12th Fl Canteen South	North Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
281	600 Building	11th Fl North Side	Fischer & Paykel	11th FL Canteen North	North Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
282	600 Building	11th Fl South Side	Fischer & Paykel	11th FL Canteen South	South Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
283	600 Building	10th Fl North Side	Fischer & Paykel	10th FL Canteen North	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
284	600 Building	10th Fl South Side	Fischer & Paykel	10th FL Canteen South	South Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
285	600 Building	9th Fl North Side	Fischer & Paykel	9th FL Canteen North	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
286	600 Building	9th Fl South Side	Fischer & Paykel	9th FL Canteen South	South side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
287	600 Building	8th Fl North Side	Fischer & Paykel	8th FL Canteen North	North Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
288	600 Building	8th Fl South Side	Fischer & Paykel	8th FL Canteen South	South Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
289	600 Building	7th Fl North Side	Fischer & Paykel	7th FL Canteen North	North Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
290	600 Building	7Th Fl South Side	Fischer & Paykel	7th Fl Canteen South	South Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
291	600 Building	6th Fl North side	Fischer & Paykel	6th Fl Canteen North	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
292	600 Building	6th Fl South Side	Fischer & Paykel	6th Fl Canteen South	South Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
293	600 Building	5th Fl North Side	Fischer & Paykel	5th Fl Canteen North	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
294	600 Building	5th Fl South Side	Fischer & Paykel	5th Fl canteen South	South Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
295	600 Building	4th Fl North Side	Fischer & Paykel	4th Fl Canteen north	North Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
296	600 Building	4th Fl South Side	Fischer & Paykel	4th Fl Canteen south	South Side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
297	600 Building	3rd Fl North side	Fischer & Paykel	3rd Fl Canteen North	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
298	600 Building	3rd Fl South side	Fischer & Paykel	3rd Fl canteen South	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
299	600 Building	2nd Fl North Side	Fischer & Paykel	2nd Fl Canteen north	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		
300	600 Building	2nd Fl South Side	Fischer & Paykel	2nd Fl Canteen south	North side	Fischer & Paykel	S51 Active Smart	120V	2.5	12		

PURDY GROUP LLC

Updated Master PM List

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WEST **FILTRINE Water Filters** **UNDER SINKS**

301	700 Building	12th Floor North Side	Filtrene TMS2	12th Floor Pantry	North side	Filtrene TMS2	Elem 10-5-CB #462622				2	
302	700 Building	12th Floor South Side	Filtrene TMS2	12th Floor Pantry	South side	Filtrene TMS2	Elem 10-5-CB #462622				2	
303	700 Building	12th Fl Administrator Suite	Filtrene TMS2	11th Floor Pantry	North side	Filtrene TMS2	Elem 10-5-CB #462622				2	
304	700 Building	11th Fl North side	Filtrene TMS2	11th Floor Pantry	South side	Filtrene TMS2	Elem 10-5-CB #462622				2	
305	700 Building	11th Fl South side	Filtrene TMS2	10th Floor Pantry	North side	Filtrene TMS2	Elem 10-5-CB #462622				2	
306	700 Building	10th Fl South Side	Filtrene TMS2	10th Floor Pantry	South side	Filtrene TMS2	Elem 10-5-CB #462622				2	
307	700 Building	10th Fl North Side	Filtrene TMS2	9th Floor Pantries	North Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
308	700 Building	9th Fl South Side	Filtrene TMS2	9th Floor Pantries	South side	Filtrene TMS2	Elem 10-5-CB #462622				2	
309	700 Building	9th Fl North Side	Filtrene TMS2	8th Floor Pantries	North side	Filtrene TMS2	Elem 10-5-CB #462622				2	
310	700 Building	8th Fl South Side	Filtrene TMS2	8th Floor Pantries	South side	Filtrene TMS2	Elem 10-5-CB #462622				2	
311	700 Building	8th Fl North Side	Filtrene TMS2	7th Floor Pantries	North side	Filtrene TMS2	Elem 10-5-CB #462622				2	
312	700 Building	7th Fl North Side	Filtrene TMS2	7th Floor Pantris	South side	Filtrene TMS2	Elem 10-5-CB #462622				2	
313	700 Building	7Th Fl South Side	Filtrene TMS2	6th Floor Pantry	North Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
314	700 Building	6th Fl South Side	Filtrene TMS2	6th Floor Pantry	South side	Filtrene TMS2	Elem 10-5-CB #462622				2	
315	700 Building	6th Fl North Side	Filtrene TMS2	5th Floor Pantry	North Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
316	700 Building	5th Fl North Side	Filtrene TMS2	5th Floor Pantry	South side	Filtrene TMS2	Elem 10-5-CB #462622				2	
317	700 Building	5th Fl South Side	Filtrene TMS2	4th Floor Pantry	North Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
318	700 Building	4th Fl North Side	Filtrene TMS2	4th Floor Pantry	South Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
319	700 Building	4th Fl South Side	Filtrene TMS2	3rd Floor Pantry	North Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
320	700 Building	3rd Fl North side	Filtrene TMS2	3rd Floor Pantry	South Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
321	700 Building	3rd Fl South side	Filtrene TMS2	2nd Floor	North Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
322	700 Building	2nd Fl North side	Filtrene TMS2	2nd Floor	South Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
323	700 Building	2nd Fl South Side	Filtrene TMS2	12th Floor Pantry	North side	Filtrene TMS2	Elem 10-5-CB #462622				2	
	EAST			**FILTRINE FILTERS**								
324	600 Building	12th Fl North Side	Filtrene TMS2	12th Fl.Pantry	South Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
325	600 Building	12th Fl South side	Filtrene TMS2	12th Floor Pantry	North Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
326	600 Building	11th Fl North Side	Filtrene TMS2	11th Floor Pantries	North Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
327	600 Building	11th Fl South Side	Filtrene TMS2	11th Floor Pantris	South Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
328	600 Building	10th Fl North Side	Filtrene TMS2	10th Floor Pantry	North side	Filtrene TMS2	Elem 10-5-CB #462622				2	
329	600 Building	10th Fl South Side	Filtrene TMS2	10th Floor Pantry	South Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
330	600 Building	9th Fl North Side	Filtrene TMS2	9th Floor Pantry	North side	Filtrene TMS2	Elem 10-5-CB #462622				2	
331	600 Building	9th Fl South Side	Filtrene TMS2	9th Floor Pantry	South side	Filtrene TMS2	Elem 10-5-CB #462622				2	
332	600 Building	8th Fl North Side	Filtrene TMS2	8th Floor Pantry	North Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
333	600 Building	8th Fl South Side	Filtrene TMS2	8th Floor Pantry	South Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
334	600 Building	7th Fl North Side	Filtrene TMS2	7th Floor Pantry	North Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
335	600 Building	7Th Fl South Side	Filtrene TMS2	7th Floor Pantry	South Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
336	600 Building	6th Fl North side	Filtrene TMS2	6th Floor Pantry	North side	Filtrene TMS2	Elem 10-5-CB #462622				2	
337	600 Building	6th Fl South Side	Filtrene TMS2	6th Floor Pantry	South Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
338	600 Building	5th Fl North Side	Filtrene TMS2	5th Floor Pantry	North side	Filtrene TMS2	Elem 10-5-CB #462622				2	
339	600 Building	5th Fl South Side	Filtrene TMS2	5th Floor Pantry	South Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
340	600 Building	4th Fl North Side	Filtrene TMS2	4th Floor Pantry	North Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
341	600 Building	4th Fl South Side	Filtrene TMS2	4th Floor Pantry	South Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
342	600 Building	3rd Fl North side	Filtrene TMS2	3rd Floor Pantry	North side	Filtrene TMS2	Elem 10-5-CB #462622				2	
343	600 Building	3rd Fl South side	Filtrene TMS2	3rd Floor Pantry	South side	Filtrene TMS2	Elem 10-5-CB #462622				2	
344	600 Building	2nd Fl North Side	Filtrene TMS3	2nd Floor Pantry	North Side	Filtrene TMS2	Elem 10-5-CB #462622				2	
345	600 Building	2nd Fl South Side	Filtrine TMS2	2nd Floor Pantry	South Side	Filtrene TMS2	Elem 10-5-CB #462622				2	

FIRE ,LIFE ,SAFETY

EAST BUILDING

346	600 Building	12th Fl CER Room	600 Buildng	CRAC-E12-01	AMEREX	ABC -Dry Chemical	Fire Extinguisher	10 LB		12		
347	600 Building	11th Fl CER Room	600 Buildng	CRAC-E11-01	AMEREX	ABC -Dry Chemical	Fire Extinguisher	10LB		12		
348	600 Building	10th Fl CER Room	600 Building	CRAC-E10-01	AMEREX	ABC -Dry Chemical	Fire Extinguisher	10LB		12		
349	600 Building	9th Fl CER Room	600 Buildng	CRAC-E09-01	AMEREX	ABC -Dry Chemical	Fire Extinguisher	10LB		12		
350	600 Building	8th Fl CER Room	600 Buildng	CRAC-E08-01	AMEREX	ABC -Dry Chemical	Fire Extinguisher	10LB		12		
351	600 Building	7th Fl CER Room	600 Buildng	CRAC-E07-01	AMEREX	ABC -Dry Chemical	Fire Extinguisher	10LB		12		
352	600 Building	6th Fl CER Room	600 Building	CRAC-E06-01	AMEREX	ABC-DRY Chemical	Fire Extinguisher	10 LB		12		
353	600 Building	5th Fl CER Room	600 Building	CRAC-E05-01	AMEREX	ABC Dry Chemical	Fire Extinguisher	10 LB		12		
354	600 Building	4th Fl CER Room	600 Building	CRAC-E04-01	AMEREX	ABC Dry Chemical	Fire Extinguisher	10LB		12		
355	600 Building	3rd Fl CER Room	600 Buildng	CRAC-E03-01	AMEREX	ABC Dry Chemical	Fire Extinguisher	10LB		12		
356	600 Building	2nd Floor UPS Room	600 Building	UPS Room	AMEREX	ABC Dry Chemical	Fire Extinguisher	10LB		12		
357	600 Building	2nd Fl CER Room	600 Buildng	CRAC-E02-01	AMEREX	ABC Dry Chemical	Fire Extinguisher	10LB		12		
358	600 Building	2nd PCCR Room	600 Building	PCCR-E02-01	AMEREX	ABC Dry Chemical	Fire Extinguisher	10LB		12		
359	600 Building	1st Floor CER Room	600 Buildng	CRAC-E01-01	AMEREX	ABC Dry Chemical	Fire Extinguisher	10LB		12		
360	600 Building	1st Fl-Fitness Center	600 Building	**Fitness Center**	AMEREX	ABC DRY Chemical	Fire Extinguisher	10LB	0.33	12	4	hours
361	600 Building	B-2 Fl-Genertr Room	600 Building	Generator Room	AMEREX	ABC DRY Chemical	Fire Extinguisher	10LB	0.33	12	4	hours
362	600 Building	B-2 Fl-Fuel Storage Room	600 Building	Generator Room	AMEREX	ABC DRY Chemical	Fire Extinguisher	20 LB	0.33	12	4	hours

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		WEST BUILDING										
363	700 Building	12th CER Room	WEST Building	CRAC-W12-01	AMEREX	ABC -Dry Chemical	Fire Extinguisher	10LB		12		
364	700 Building	11th Fl CER Room	WEST Building	CRAC-w11-01	AMEREX	ABC -Dry Chemical	Fire Extinguisher	10LB		12		
365	700 Building	11th Fl-Command Center	WEST Building	Comm.Center	AMEREX	ABC -Dry Chemical	Fire Extinguisher	10LB		12		
366	700 Building	10th CER Room	WEST Building	CRAC-W10-01	AMEREX	ABC -Dry Chemical	Fire Extinguisher	10LB		12		
367	700 Building	9th CER Room	WEST Building	CRAC-W09-01	AMEREX	ABC -Dry Chemical	Fire Extinguisher	10LB		12		
368	700 Building	8th CER Room	WEST Building	CRAC-W08-01	AMEREX	ABC -Dry Chemical	Fire Extinguisher	10lB		12		
369	700 Building	7Th SCCR- Room	WEST Building	SCCR-W07-01	AMEREX	ABC-DRY Chemical	Fire Extinguisher	10LB		12		
370	700 Building	7th Floor-SCIF	WEST Building	PREACTION System	VIKING FM 200 Chemical	G2000	AA100725	326	2	2	4	hours
371	700 Building	7th Floor -SCIF	WEST Building	PREACTION System	ARIES-Addresable	KIDDE	Cross zone-FACP		2	2	4	hours
372	700 Building	7th Floor-SCIF	WEST Building	VESDA Filter	VESDA-8 Batteries	Early Detection System	Fire Extinguisher		1	2	2	hours
373	700 Building	7th Floor-SCIF	WEST Building	Voltage Filter						1		
374	700 Building	7th Floor SCIF FLOR	WEST Building	Canteen Area,N & South	AMEREX	ABC DRY Chemical	Fire Extinguisher	10LB	0.5	12	6	hours
375	700 Building	6th Floor CER Room	WEST Building	CRAC-W06-01	AMEREX	ABC DRY Chemical	Fire Extinguisher	10 LB		12		
376	700 Building	5th Floor CER Room	WEST Building	CRAC-W05-01	AMEREX	ABC Dry Chemical	Fire Extinguisher	10 LB		12		
377	700 Building	4th Floor CER Room	WEST Building	CRAC-W04-01	AMEREX	ABC Dry Chemical	Fire Extinguisher	10LB		12		
378	700Building	3rd Floor CER Room	WEST Building	CRAC-W03-01	AMEREX	Dry chemical	Fire Extinguisher	10LB		12		
379	700Building	2nd Floor CER Room	WEST Building	CRAC-W02-01	AMEREX	ABC Dry Chemical	Fire Extinguisher	10LB		12		
380	700 Building	1st Floor CER Room	WEST Building	CRAC-W01-02	AMEREX	ABC Dry Chemical	Fire Extinguisher	10LB		12		
381	700 Building	1st Fl. Museum CRAC Room	WEST Building	CRAC-WMUS	AMEREX	ABC DRY Chemical	Fire Extinguisher	10LB		12		
382	700 Building	B-2 Fl-Genertr Room	WEST Building	Generator Room	AMEREX	ABC DRY Chemical	Fire Extinguisher	10 LB	0.33	12	4	Hours
383	700 Building	B-2 Fl-Fuel Storage Room	WEST Building	Fuel Storage Room	AMEREX	ABC DRY Chemical	Fire Extinguisher	10LB	0.33	12	4	Hours

UPS Units

384	600 Building	2nd Floor South	SITE ID:199657	TAG:1995459	VERTIV-UPS Unit	51SA250LAA003AW	M20A2U0004	250KW		2
385	600 Building	2nd Floor South	VERTIV	2nd Floor UPS Batt Cab	Vertiv Battery Cabinet	51BPNWXE2L200HH	M20AV40025	432A		2
386	600 Building	2nd Floor South	VERTIV	2nd Floor UPS Batt Cab	Vertiv Battery Cabinet	51BPHWXE1L100IS	M20AV40024	432A		2
387	600 Building	2nd Floor South	VERTIV	2nd Floor UPS Room	PDU-3PH,480V	51X250HCAOKAS94	M20B640011	250kva		2
388	700 Building	5th Floor North	SITE ID:199657	TAG:1997295	PDU-3PH,480V	51X150HCANEAS94	M20B640022	150kva		2
389	700 Building	5th Floor North	VERTIV	5th Fl.UPS Room	UPS System-150KVA,432DC Volt	51SA150HAA003LQ	M20B4L0019	150kva		2
390	700 Building	5th Floor North	VERTIV	5th Fl.UPS Room	Battery Cabinet,581A,432 VDC	51BPNWXE2L100HH	M20AV40023	150kva		2

PURDY GROUP LLC

Updated Master PM List

March, 2023

Building Structure

391	600 Building	All Floors, All Glass Doors	600 Building	Office Doors and Locks	Stairwells,Main Bathrooms,Doors	By Landlord	Repair as needed					
392	700 Buiding	All Floors, All Glass Doors	700 Buildng	Office Doors and Locks	Stairwells,Main Bathrooms,Doors	By Landlord	Repair As Needed					
393	700/600 Blds	All 3 flags	Courtyard	Flag Maintenance	Flag Poles,Hardware by Landlord		AS Requested					
394	700 Bld Roof	2 LEED lights w. Hardware	700 Buildng	Yearly installation of Red Ribbon Flag		DEA to provide flags	to include Daily Setup and Removal	7 days				
395	700 Bld Roof	4 LEED light with hardware	700 Buildng	Yearly installation of 9-11 Flag + Lighting		DEA to provide flags	to include Daily Setup and Removal	7 days				
396	600 Building	All Floors, all Canteens	600 Building	Pantry cabinets, doors, garbage receptacles, faucets, water fountains			As needed					
397	700 Building	All Floors,all canteens	700 Buildng	Pantry cabinets, doors, garbage receptacles, faucets, water fountains			As needed					
398	600 Building	Sweep,dust,mop CRAC RMs	All Comptr Rooms	Clean all CER Rooms	Vacuum Included		As needed					
399	700 Building	Sweep,dust,mop CRAC RMs	All Comptr Rooms	Clean all CER Rooms	Vacuum Included		As needed					
400	700 Building	Auditorium	700 Building	Maintain/setup scaffolding to service 5 Auditorium HVAC			As needed					
401	700/600 Blds	Courtyard	Courtyard	Raise/Lower Flags			As needed					
402	600/700 Blds	All Floors,both Building	Various	Minor Cosmetic Repair	Canteen Floors,lights, carpet,		As needed					
403	600 Building	Fitness Center	Gym	Shower Curtains			Replace once Yearly					
404	600 Building	Fitness Center	Gym	Shower Curtains	Include curtain rods,Liners,anchor	X 9 Showers	Replace 4 times a Year		3	4	12	Hours
					Curtains,liners,rods							
405	600 Building	Fitness Center	Gym	Lockers			Repair as needed					
406	600 Building	Fitness Center	Gym	Diaper Changing Tables			Repair/Replace as needed					
407	600 Building	Fitness Center	Gym	Towel Hooks, Soap dishes, Shower Matting			Repair/Replace as needed					
408	600 Building	Fitness Center	Gym	Drinking Water Fountains			Repair/Replace as needed					
409	600/700 Bldg	Both Buildings	Various	Specialty Lighting ??	440 Units		Repair/Replace as needed					
410	700 Building	Auditorium	Various	Auditorium Chairs			Repair/Replace as needed					
411	700 Building	West 11th Floor	700 Building	Command Center Personal Lockers			Repair/Replace as needed					
412	*600/700 Bld*	*All Floors,both buildings*	*Various*	*Minor electrical Repairs*	*include Electrical & Data rooms*		*Repair/Replace as needed*					
413	600/700 bld	All Floors,both buildings	Various	Lighting Motion sensors	include sensor switches		Repair/Replace as needed					
414	600/700	All Floors,both Buildings	Various	Automatic Towel Dispensers			Repair/Replace as needed					
415	600 Building	4th Floor Clicnic	600 Building	4 Floor Exam Rooms 1-5 Plumbing fixtures			Repair/Replace as needed					
416	600 Building	4th Floor Clicnic	600 Building	4 Floor Dedicated Hot Water Heater in W4614			Repair/Replace as needed					
417	600/700 bld	All Floors, both buildings	Various	Unisex Bathroom Fixtures			Repair/Replace as needed					
418	600 Building	All floors	door openers	Push buttons door openers,door closers.DEA spaces only			Repair/Replace as needed					
419	600 Building	All floors	Window blids				Repair/Replace as needed					
420	700 Building	All floors	Window blids				Repair/Replace as needed					
421	700 Building	All Floors	Door openers	Push buttons door openers,door closers.DEA spaces only			Repair/Replace as needed					
422	600/700 Blds	Unisex mirror ballasts	12 units per year	approximately			Repair/Replace as needed					
423	600/700 Blds						Repair/Replace as needed					
424	600 Building	All Refrigerators	Water Filters	All 24 Units	48 Filters a year x .50 Hrs		Replace twice a year		0.5	2	24	Hours
425	700 Building	All Refrigerators	Water Filters	All 26 Units	52 Filters a year x.50 Hrs		Replace twice a year		0.5	2	52	Hours
426	600 Building	All Keurig Coffee Makers	Water Filters	All 24 Units	48 Filters a year x .50 Hrs		Replace twice a year		0.5	2	48	Hours
427	700 Building	All Keurig Coffee Makers	Walter Filters	All 24 Units	48 Filters a year x .50 Hrs		Replace twice a year		0.5	2	48	Hours
	600/700 Blds	All High Density Filing	Various	All High Density Systems	Moveable file shelves	Various	Various			2	445	Total Hrs
					Descaling Materials							
					New Fire Supp. System							
					New Lights specialty fixtures		light fixtures					

Green items are new items

Red Items = total labor additional per year