



Administrative &(Optional) Professional Services

SOLICITATION NUMBER:47PC0822R0001

SERVICE: ADMINISTRATIVE & PROFESSIONAL SERVICES

LOCATION(S): Region 2 Wide

PERIOD OF PERFORMANCE: Base Period of 1 year with the option for
for an additional four years.

October 1, 2022 - September 30, 2027

SOLICITATION ISSUE DATE: April 25, 2022

OFFER RECEIPT DATE/TIME: June 1, 2022 by 4:30 PM EST

NOTICE TO OFFERORS

**THIS ACQUISITION WILL BE 100% SET ASIDE
FOR SERVICE-DISABLED VETERAN-OWNED
SMALL BUSINESSES CONCERN**

Description of Work

This is a Performance Based Contract for Administrative Support Services and (Optional) Professional Services, for multiple federal buildings located in New York, New Jersey, and Puerto Rico. The Government reserves the right to award or not award the Optional Professional Service. However, the contractor must provide proposals for both the Administrative and Professional Services.

The Contractor will act as partner to the General Services Administration (GSA) and be expected to offer solutions and decisions that are in the best interest of the Government and taxpayer in the management and performance of the employees covered under the scope of this contract. The contractor must have NAICS code 561320 (Administrative Services) AND NAICS code 541611(Professional Services).

Acquisition Strategy

This procurement will be issued as a competitive small business set-aside, set aside for Service-Disabled Veteran Owned Small Business (SDVOSB) in accordance with the requirements outlined under FAR Part 19.1405 and in accordance with FAR subpart 5.2. The Request for Proposal will result in a firm fixed priced, performance-based Stand-Alone contract awarded to a contractor that will be chosen competitively utilizing source selection procedures as outlined in FAR Part 15.

The term of the contract is anticipated to be 5 years. The base period is one year with four one-year options. The Source Selection Evaluation Board (SSEB) will present a recommendation to the Source Selection Authority (SSA) regarding the offeror whose proposal it believes offers the best value to the government. All the technical evaluation factors, when combined, are significantly more important than price. The contract will be issued to the vendor whose proposal provides the best value to the government. The technical submissions shall be comprised of the following four evaluation factors:

1. Experience
2. Qualifications of key personnel
3. Past performance
4. Benefits Package

Pursuant to FAR 52.215-1, Instructions to Offerors-Competitive Acquisition, the Government intends to evaluate proposals and award a contract without discussions with offerors (except Clarifications as described in FAR 15.306(a)). 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 discussions if the Contracting Officer later determines them to be necessary.

All technical questions and clarifications concerning this solicitation, must be submitted in writing to the Contracting Officer, Emily Lindsey at emily.lindsey@gsa.gov AND Laura.Egli@gsa.gov, by May 9, 2022 no later than 4:30PM EST, and will be posted to SAM.gov on May 16, 2022.

All proposals MUST be sent electronically to Emily Lindsey at emily.lindsey@gsa.gov AND Laura.Egli@gsa.gov by June 1, 2022 no later than 4:30PM EST.

Proposal Package must include the following:

1. Form SF 1449 Solicitation, Offer, and Award (Sections A & B)
2. Price Schedule located in Section J
3. Response to Technical Factors
4. Offeror Representations and Certifications
5. SF 527 Contractor's Qualifications and Financial Information

NOTICE TO OFFERORS

THIS ACQUISITION WILL BE 100% SET ASIDE FOR SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNs

Notice of Service-Disabled Veteran-Owned Small Business Set-Aside

(Nov 2011)

- (a) *Definition.* "Service-disabled veteran-owned small business concern"--
 - (1) Means a small business concern--
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
 - (2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).
 - (b) *Applicability.* This clause applies only to--
 - (1) Contracts that have been set aside or reserved for service-disabled veteran-owned small business concerns.
 - (2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns; and
 - (3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in [8.405-5](#) and

16.505(b)(2)(i)(F).

- (c) *General.*
- (1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.
 - (2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.
- (d) *Agreement.* A service-disabled veteran-owned small business concern agrees that in the performance of the contract, in the case of a contract for--
- (1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other service-disabled veteran-owned small business concerns.
 - (2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other service-disabled veteran-owned small business concerns;
 - (3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns; or
 - (4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other service-disabled veteran-owned small business concerns.
- (e) A joint venture may be considered a service-disabled veteran owned small business concern if--
- (1) At least one member of the joint venture is a service-disabled veteran-owned small business concern and makes the following representations: That it is a service-disabled veteran-owned small business concern, and that it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement.
 - (2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement; and
 - (3) The joint venture meets the requirements of paragraph 7 of the explanation of Affiliates in 19.101 of the Federal Acquisition Regulation.
 - (4) The joint venture meets the requirements of 13 CFR 125.15(b)
- (f) Any service-disabled veteran-owned small business concern (nonmanufacturer) must meet the requirements in 19.102(f) of the Federal Acquisition Regulation to receive a benefit under this program.

(End of Clause)

Table Of Contents

Section	Description	Page Number
Section A	Solicitation Form	1
Section C	Clauses	6
Section D	Packaging and Marking	27
Section E	Representations and Instructions	28
Section F	Deliveries or Performance	31
Section G	Contract Administration Data	33
Section H	Special Contract Requirements	35
Section I	Contract Clauses	46
Section J - Appendix	List of Attachments	155
Section K	Representations, certifications, and other statements of offerors or respondents	156
Section L	Instructions, conditions, and notices to offerors or respondents	161
Section M	Evaluation factors for award	168

A. SOLICITATION/CONTRACT FORM 1449

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30			1. REQUISITION NUMBER EQ2PG-22-0001	PAGE 1 OF 5	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE 10/01/2022	4. ORDER NUMBER	5. SOLICITATION NUMBER 47PC0822R0001	6. SOLICITATION ISSUE DATE 4/4/2022	
7. FOR SOLICITATION INFORMATION CALL: 	a. NAME Laura Egli		b. TELEPHONE NUMBER (<i>No collect calls</i>) (315) 243-3319	8. OFFER DUE DATE/ LOCAL TIME 6/1/2022 4:30 PM (EST)	
9. ISSUED BY Building Services Branch (2PQD) Group 3 100 South Clinton Street Syracuse, NY 13261 USA	CODE 2PQD3	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> NAICS: 561320 <input type="checkbox"/> EDWOSB <input type="checkbox"/> SIZE STANDARD: 8 (A)			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO	CODE	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
17a. CONTRACTOR/ OFFEROR	CODE	16. ADMINISTERED BY Building Services Branch (2PQD) Group 3 100 South Clinton Street Syracuse, NY 13261 USA			
17a. CONTRACTOR/ OFFEROR	CODE	18a. PAYMENT WILL BE MADE BY PBS Payments Branch P.O. Box 17181 Ft. Worth, TX 76102-0181			
TELEPHONE NO.			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	Administrative and Professional Services Solicitation				24. AMOUNT
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA Please see attached			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		
<input type="checkbox"/> 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			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ 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 (<i>Type or print</i>)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)		31c. DATE SIGNED
Emily Lindsey					

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
---	-----------	--

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

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

B. SERVICE, ORDERING AND PRICES

					PAGE 3	OF 5
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
0001	Administrative Services - Base Period Administrative Services - Base Period Deliverable PSC: R699 -- SUPPORT- ADMINISTRATIVE: OTHER Contract Type: Firm Fixed Price PoP: 10/01/2022 - 09/30/2023 Place of Performance: ORGANIZATIONAL RESOURCES DIVISION 1 WORLD TRADE CENTER NEW YORK, NY 10048-0000 USA	1	LS	_____	_____	
0002	Professional Services - Base Period Professional Services - Base Period Deliverable PSC: R699 -- SUPPORT- ADMINISTRATIVE: OTHER Contract Type: Firm Fixed Price PoP: 10/01/2022 - 09/30/2023 Place of Performance: ORGANIZATIONAL RESOURCES DIVISION 1 WORLD TRADE CENTER NEW YORK, NY 10048-0000 USA	1	LS	_____	_____	
1001	Administrative Services - Option Year 1 Administrative Services - Option Year 1 Deliverable PSC: R699 -- SUPPORT- ADMINISTRATIVE: OTHER Contract Type: Firm Fixed Price PoP: 10/01/2023 - 09/30/2024 Place of Performance: ORGANIZATIONAL RESOURCES DIVISION 1 WORLD TRADE CENTER NEW YORK, NY 10048-0000 USA	1	LS	_____	_____	
1002	Professional Services - Option Year 1 Professional Services - Option Year 1 Deliverable PSC: R699 -- SUPPORT- ADMINISTRATIVE: OTHER Contract Type: Firm Fixed Price PoP: 10/01/2023 - 09/30/2024 Place of Performance: ORGANIZATIONAL RESOURCES DIVISION 1 WORLD TRADE CENTER NEW YORK, NY 10048-0000 USA	1	LS	_____	_____	
2001	Administrative Services - Option Period 2 Administrative Services - Option Period 2 Deliverable PSC: R699 -- SUPPORT- ADMINISTRATIVE: OTHER Contract Type: Firm Fixed Price PoP: 10/01/2024 - 09/30/2025 Place of Performance: ORGANIZATIONAL RESOURCES DIVISION 1 WORLD TRADE CENTER NEW YORK, NY 10048-0000 USA	1	LS	_____	_____	

					PAGE 4	OF 5
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
2002	Professional Services - Option Period 2 Professional Services - Option Period 2 Deliverable PSC: R699 -- SUPPORT- ADMINISTRATIVE: OTHER Contract Type: Firm Fixed Price PoP: 10/01/2024 - 09/30/2025 Place of Performance: ORGANIZATIONAL RESOURCES DIVISION 1 WORLD TRADE CENTER NEW YORK, NY 10048-0000 USA	1	LS	_____	_____	
3001	Administrative Services - Option Period 3 Administrative Services - Option Period 3 Deliverable PSC: R699 -- SUPPORT- ADMINISTRATIVE: OTHER Contract Type: Firm Fixed Price PoP: 10/01/2025 - 09/30/2026 Place of Performance: ORGANIZATIONAL RESOURCES DIVISION 1 WORLD TRADE CENTER NEW YORK, NY 10048-0000 USA	1	LS	_____	_____	
3002	Professional Services - Option Period 3 Professional Services - Option Period 3 Deliverable PSC: R699 -- SUPPORT- ADMINISTRATIVE: OTHER Contract Type: Firm Fixed Price PoP: 10/01/2025 - 09/30/2026 Place of Performance: ORGANIZATIONAL RESOURCES DIVISION 1 WORLD TRADE CENTER NEW YORK, NY 10048-0000 USA	1	LS	_____	_____	
4001	Administrative Services - Option Period 4 Administrative Services - Option Period 4 Deliverable PSC: R699 -- SUPPORT- ADMINISTRATIVE: OTHER Contract Type: Firm Fixed Price PoP: 10/01/2026 - 09/30/2027 Place of Performance: ORGANIZATIONAL RESOURCES DIVISION 1 WORLD TRADE CENTER NEW YORK, NY 10048-0000 USA	1	LS	_____	_____	
4002	Professional Services - Option Period 4 Professional Services - Option Period 4 Deliverable PSC: R699 -- SUPPORT- ADMINISTRATIVE: OTHER Contract Type: Firm Fixed Price PoP: 10/01/2026 - 09/30/2027 Place of Performance: ORGANIZATIONAL RESOURCES DIVISION 1	1	LS	_____	_____	

					PAGE 5	OF 5
ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	
	WORLD TRADE CENTER NEW YORK, NY 10048-0000 USA					

C. Description/Specifications/Statement of Work

C.1 Introduction

This is a Performance Based Service Contract, and the success of the Contract depends on the satisfaction of the requirements, but also the satisfaction of our shared customer. Rather than a mere list of activities, this is a written expression of the GSA's expectation of the service to be performed by the Contractor. A higher level of effective communication between the Government and Contractor is essential for partnering and for the performance-based service contract to succeed. The success of this Contract is shared between the Government and the Contractor.

More emphasis is placed on the Contractor's self-management of quality, not the usual external inspection by Government Inspectors, although that is a part of this Contract as well. All parties should act proactively to reduce service cost.

The Contractor shall provide all labor, supervision, and transportation necessary to perform the Long-Term Support Staff services described herein, except for those items and services identified as Government furnished. This is a Labor Hour-type single award Performance Based contract, whereby, the Government anticipates purchasing Labor Hours in estimated quantities based on fixed (fully loaded) labor rates. The contract will consist of one (1) base year, plus four (4) one year option period for a total of five years for Long Term Support Staff Services to the General Services Administration, Region 2, Northeast and Caribbean Region, Public Building Service. The Northeast and Caribbean Region is comprised of the states of New York, New Jersey, the Commonwealth of Puerto Rico, and the U.S. Virgin Islands.

All work will be performed on-site in Federal Buildings throughout Region 2. The Government will place an order, and the Contractor will fill it using his/her own staff, subcontractors, or existing contract employees. The Contractor shall determine the resource allocations and performance methods.

C.2 Definitions

C.2.1 ACCEPTANCE

"Acceptance" means an authorized representative of the government has inspected and agreed that the work meets all requirements of this contract, to include documentation requirements.

C.2.2 APPROVAL

"Approval" means the government has reviewed submittals, deliverables, and administrative documents (e.g., insurance certificates, installation schedules, planned

utility interruptions, etc.) and has determined the documents conform to contract requirements.

C.2.3 CONTRACTING OFFICER (CO)

Contracting officer (CO) has the overall responsibility for the administration of this contract. The CO alone, without delegation, is authorized to take actions on behalf of the government to amend, modify or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to authorized government representatives.

C.2.4 CONTRACTING OFFICER'S REPRESENTATIVE (COR) OR DESIGNEE

Contracting officer's representatives (COR), or their designee shall be appointed by letter from the CO. CORs, or designees will be the primary government representatives for the administration of contract, shall have proper training and experience in inspecting contracts, but will not have the authority to modify the contract.

C.2.5 CONTRACTOR

"Contractor" as used in this document refers to the company or firm awarded this contract.

C.2.6 FEDERAL EXECUTIVE HOLIDAYS

"Federal Executive Holidays" for the purposes of this contract are New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. When federal holidays fall on weekends, a weekday is typically designated as the holiday. Holidays that fall on Saturday are observed on the previous Friday and holidays that fall on a Sunday are observed on the following Monday. Veterans' Day is always on the 11th of November and Thanksgiving is always the 3rd Thursday of November. Depending on location, Good Friday is also considered one of the Federal Executive Holidays.

C.2.7 MODIFICATION OF CONTRACT

Modification is a bilateral or unilateral change in the terms of a contract.

C.2.8 NEGLIGENCE

"Negligence" is the failure to use due care under the circumstances. It is the doing of some act which a person of ordinary prudence would not have done under similar circumstances or failure to do what a person of ordinary prudence would have done under similar circumstances.

C.2.9 PERFORMANCE BASED SERVICE CONTRACTING

The procurement strategy that seeks to issue technical requirements that set forth outcomes for performance instead of specific requirements on how to perform the service. This strategy shifts the risk of performance to the contractor by allowing the contractor to design the methods of achieving desired results as defined by the performance quality standards established by the government.

C.2.10 PERFORMANCE WORK STATEMENT (PWS)

The performance work statement details the work requirement and can be referred to as the specification.

C.2.11 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The QASP is the government's surveillance method of monitoring and evaluating the contractor's performance under a performance work statement.

C.3 Personal vs. Non-Personal Services

The administrative support services provided under this contract are not related to Federal employment requirements nor do they involve temporary help services that may be authorized under 5 CFR Part 300. This contract will not be for personal services.

In order to preclude an employer/employee relationship, the Government shall only provide technical, task related instructions sufficient for Contractor's employees to properly perform services under the contract. See FAR Part 37 for more details.

Performance under this contract will be by individuals employed by a private sector firm. The Contractor, and not the U.S. Government, is the legally responsible employer and supervisor and will maintain that relationship during the time their employees are performing work under this contract. Discipline issues shall be the responsibility of the employer, not the government.

C.4 Minimum Contract Efforts

Contractor employees must possess a cooperative, welcoming, business-like demeanor, and a positive attitude always while working in GSA space under this contract. This would include honoring special requests if feasible and without jeopardizing the security and integrity of the Government. The contractor employees shall present a neat appearance and wear appropriate clothing. If the contractor determines that additional personal protective equipment is needed for the safe performance of work, the contractor shall provide it. Protective clothing, equipment, and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards.

The Contractor shall:

1. Be responsible to make the management and operational decisions to meet the quality standards required under this contract.
2. Use innovation, technology and other means and methods to develop and perform the most efficient services for the contract.
3. Implement an effective Quality Assurance Surveillance Plan (QASP).

4. Keep the Contracting Officer (CO) or designee informed of current status of the work being performed, provide work schedules, and provide other pertinent information needed by the CO or designee.

5. Provide training to their employees that will stress stewardship in maintenance practices i.e., the proper use, disposal, recycling of chemicals, dispensing equipment and packaging.

Contractor employees shall be qualified by training and experience in the general skills of word processing including proficient use of Word, Excel, and Access. Contractor employees must have experience in telephone answering, both general receptionist duties and secretarial responsibilities, and be able to work effectively with minimal supervision. The COR will provide initial training in specific Government systems and local office procedures. Contractor employees will be cross trained in the various required positions to the maximum extent possible. The training for contractor replacement personnel will be the responsibility of the contractor. The Contractor is required to provide necessary and on-going tenant relations training for their employees. This training will emphasize the importance of conflict management and problem resolution. Emphasis shall be placed on professionalism in conduct and appearance, as well as courtesy in day-to-day contacts with building occupants and visitors.

C.5 Hours of Operation

All work shall be performed between the hours of 7:00am to 6:00pm, Monday through Friday, Federal Executive Holidays excluded, unless specifically approved or requested by the COR. Should changes be necessary, the Contracting Officer's authority shall be utilized to facilitate a change in accordance with the Changes Clause. Specific work hours for each position will be established by mutual agreement between the Contractor and the Government. The workload should not exceed reasonable expectations for 8 hours of skilled labor per day.

Unanticipated holidays declared by the president will count as federal holidays. As long as the contractor pays employees as if it were an anticipated federal holiday, the contractor will be paid for the unanticipated holiday as if it were a normal federal holiday.

Overtime services may be requested on occasions when services are needed to meet an unexpected lengthy conference or similar situation. Overtime services may also be requested on occasion to support Government employees who are working evenings or weekends on critical projects. The FAR Clause 52.222-4 Contract Work Hours and Safety Standards Act- Overtime Compensation Clause provides the requirements for overtime.

C.6 Supplies, Materials, Equipment, and Utilities

Furnished by the Government: The Government shall provide, without cost, the facilities, materials, and services listed below. Government property shall be used only in performance of this contract; neither the Contractor nor the Contractor's employees shall use Government property in any manner for any personal advantage, business gain, or other personal endeavor. Government property shall remain the property of the Government in all respects. Within 10 business days upon request of the CO or his/her designated representative, the contractor shall render an accounting of all Government property. An accounting shall also be submitted to the COR at the termination or expiration of the contract period of performance.

Space: The Government shall furnish working space in designated work area(s). Facilities have been inspected for compliance with the Occupational Safety and Health Act and no hazards have been identified for which any special precautions must be taken. The fact that no conditions have been identified does not guarantee that no possible hazard exists or that workaround procedures will not be necessary. Compliance with OSHA and other applicable laws and regulations for the protection of employees is exclusively the obligation of the Contractor. The Government will assume no liability or responsibility. If OSHA hazards are found in Government furnished facilities, the Government will correct such hazards in accordance with Government developed and approved plans of abatement, considering safety and health priorities. A higher priority for correction will not be assigned to the facilities provided hereunder merely because of this contracting initiative.

Equipment: The Government shall provide equipment on-site necessary to perform assigned tasks. (e.g. desk, computer, telephone etc.) Not later than five (5) days prior to start of the basic contract period, the Contractor and a Government representative will conduct a joint inventory of all Government furnished equipment and jointly determine the working order and condition of all equipment. The Contractor shall sign a receipt for all items.

HVAC: Heating and air conditioning of space will be furnished only during normal working hours of building occupants.

Contractor personnel shall perform tasks to preclude damage or disfigurement of Government owned furnishings, fixtures, equipment and architectural or building structures. The Contractor shall report any damage or disfigurement to these items when caused by Contractor personnel. The Government will not be responsible for Contractor's belongings that are lost, stolen or damaged. By completion or extension of the contract, a joint inventory shall be conducted by the Contractor and a Government representative.

Contractor personnel are required to turn into the Contracting Officer, or designee, all lost articles found in areas under the jurisdiction of the Government.

C.7 General and Administrative Requirements

C 7.1 Government Records and Release of Information

The Contractor shall not disclose any information or data that is proprietary to the Government. All such information or data is reserved exclusively for use between the Government and the Contractor. During the performance under this contract, GSA may authorize release of certain information or data necessary for use in the performance of services. Such data so released shall not be further disseminated and shall not be considered released into the public domain. The Contractor is required to develop and utilize GSA's established procedures for custody, use, handling, reproduction, preservation, storage, safeguarding, and disposition of documents and information of proprietary nature. Such procedures shall be carried out so that there is no unauthorized disclosure during and within established time frames extending beyond contract performance.

The Contractor shall not disseminate any information concerning the specific projects without prior written approval of the Government. All questions concerning procurement or media inquiries shall be directed to the designated Contracting Officer of the project, and all sensitive but unclassified (SBU) information including building plans, drawings, and specifications prepared for construction or renovation, either in electronic or paper formats, must have imprinted on each page of the information drawings in a minimum of 14-point bold type:

**PROPERTY OF THE UNITED STATES GOVERNMENT FOR OFFICIAL USE
ONLY**

**PROPERTY OF THE UNITED STATES GOVERNMENT. COPYING,
DISSEMINATION, OR DISTRIBUTION OF THESE DRAWINGS, PLANS OR
SPECIFICATION TO UNAUTHORIZED USERS IS PROHIBITED**

C.7.2 Proprietary Information

In the event that performance of any work under this contract causes the Contractor to gain access to proprietary and/or confidential information of other firms or Contractors,

the Contractor shall refrain from using any such information for any purposes other than for which it was furnished and specifically related to service ordered.

C 7.3 Contractor's Key Personnel, Contractor Employees, and Subcontractors

The Contractor shall provide at a minimum of one on site supervisor assigned to and responsible for all matters relating to this contract and have the ability and responsibility to bind the Contractor contractually and financially in all matters relating to this contract including terms, requirements, performance, and conditions with the same authority over Contractor's employees, personnel and subcontractors, including placement and discharge.

The onsite supervisor shall be responsible for appropriate and successful supervision, controls, reviews, inspections, coordination, and management of all employees, personnel and/or subcontractors and services performed under this Contract.

In the conduct of Contractor's business and as specified in Section C of this contract, the Contractor shall be responsible for locating, relocating, recruiting, interviewing, advertising, hiring and/or subcontracting the services of qualified personnel to fulfill the requirements of this contract without reimbursement or additional cost to the Government. The government will not reimburse the Contractor for travel (except as specified in Section A), moving, relocation, mileage, or related costs to the Contractor for performance of services under this contract.

The Contractor shall not make any statements to the news media, the public, visitors or customers. All requests for information shall be forwarded to the CO, Designated Ordering Official, assigned COR, Building Manager, or other Government agency official.

C.7.4 Removal of Contractor Personnel, Employees, or Subcontractors

The contractor shall utilize the personnel named to perform the services required under the contract. The Contracting Officer must approve named personnel prior to issuance of Award. If any of the personnel named in the offer are unable to perform because of death, illness, resignation from the contractor's employment, or any other reasons, the contractor shall promptly submit to the Contracting Officer, in writing, an explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute or new employee, and any other information needed to approve or disapprove the proposed substitution. No substitution shall be made without prior written approval of the COR or Contracting Officer. No increase in contract prices will be allowed when personnel substitution is authorized. This requirement also applies to individuals employed by any subcontractor utilized by the contractor. Replacement and/or substitutions of personnel during the award/negotiation stage of this contract may deem your proposal unacceptable. It is critical to propose personnel that have a high level of certainty that they will be available to perform the duties under this contract for the life

of the contract. In all cases, replacement employees shall meet or exceed the minimum qualifications specified in the Award.

C.8 Government Quality Assurance Surveillance Program

The Quality Assurance Surveillance Plan (QASP) provides a standard of surveillance for monitoring the requirements of the contract and a systematic approach for conducting surveillance over the performance aspects of the effort. The QASP is for the use of Government Quality Assurance (QA) personnel to ensure standards of the contract are being met. The QASP proves a systematic method to evaluate the services the contractor is required to furnish, but not the details of how the contractor accomplishes the work. This plan uses inspections and customer feedback as the primary evaluation criteria. This surveillance assures the Government that the contractor's performance is acceptable. The QASP is based upon the premise that the contractor, not the Government, is responsible for management and quality control actions to meet the terms and conditions of the contract. The methods of surveillance recognize that unforeseen and uncontrollable problems do occur. Effective management and use of a quality control plan will allow the contractor to operate within the specified surveillance requirements. QA's are expected to be objective, fair, and consistent in evaluating contractor performance against the standards.

C 8.1 Contractor Performance

Contractor performance will be evaluated based on the performance success or deficiencies, success or failure in meeting other Contract requirements, and the Contractor's record of correcting deficiencies when noted. While corrective actions will be noted, a record of significant performance deficiencies may lead to a performance evaluation that is less than satisfactory even if the Contractor takes corrective action.

C.8.2 Inspection and Feedback

Periodic inspections will occur on a pre-determined basis (e.g., daily, weekly, monthly) as determined by the QA. The results of periodic inspections may be used as the basis for sub-par reports to be filed in the contract. Random inspections may occur at any time and location.

The QA will provide instructions and customer training to each organization receiving the contractor's service. Instructions and training should cover the format and content of the program and service to be surveyed; the expected response from the QA and Contracting Officer or designee as a result of feedback; and the limitations on customers when dealing with contractor personnel. The QA is the point of contact for the QASP and shall collect all customer feedback. All complaints and resultant resolutions should be documented. Customer feedback reports become a permanent part of the QA surveillance records. Valid, documented customer complaints may be used as the basis for penalties

against the contractor. Positive feedback may be used to encourage the contractor to continue performing above expectations.

C.8.3 CPARS

GSA uses the CPARS or similar performance measuring system to formally evaluate the Contractor's performance. Evaluations are generally conducted annually or more frequently on or about the anniversary date of the Contract and at the end of the Contract period.

C.8.4 Performance Review Meetings

The Contractor shall meet with the CO or their designee and other Government representatives, at the discretion of the CO or designee, to review Contract performance.

C.9 Situational Telework

The contractor shall provide services with the ability and/or flexibility to conduct situational telework. Telework in general is a work flexibility arrangement where an employee performs the duties and responsibilities of such employee's position, and other authorized activities, from an approved worksite other than the location from which the employee would otherwise work.

To that effect the contractor shall, when the government deems necessary and for mission support purposes, require that the employee is able to telework on a situational basis.

Situational telework shall be approved on a case-by-case basis, where the hours worked are not part of a previously approved, ongoing, and regular work schedule such as, an emergency declaration made by the local and/or the Federal government, because of inclement weather, pandemics, and acts of nature, civil disturbances, or special work assignments. Situational telework could also be referred to as episodic, intermittent, unscheduled, or ad hoc telework.

Prior to approval of situational telework, the government supervisor and the contractor will discuss tasks, conditions and standards that are expected to be accomplished while the contractor is teleworking. The same will be documented on a memorandum and discussed with the supervisor. The contractor shall contact the supervisor to report attendance and status as well as maintaining a daily duty log. The contractor will work in accordance with all provisions of this telework agreement and Agency policy, including:

- Ensuring that my appropriate alternative worksite is safe, secure, and suitable for teleworking activities.
- Providing at no cost to GSA internet access to access resources
- Securing and safeguarding GSA furnished equipment
- Working at a satisfactory level to meet my performance and development objectives
- Meeting my personal, organizational, and work team requirements,

-- Adhering to appropriate requirements outlined in GSA Dismissal and Closure Procedures, and

-- Documenting participation in situational telework in accordance with established timekeeping procedures.

If during the situational telework period an event arises/occurs that the presence of the contractor is required at a Federal Facility or a Federal lease location, the contractor shall report to the same at the request of the supervisor.

Key eligibility points to consider:

- Employees should understand that participation is not a "right." It should be based upon sound business and performance management principles.
- Effective performance management is a key component of a successful telework program. [The Act \(external link\) \(PDF file\)](#) specifies in Section 6502(b)(3) that an agency's telework policy shall "provide that an employee may not be authorized to telework if the performance of that employee does not comply with the terms of the written agreement between the agency manager and that employee."
- Participation also may be limited because of the duties encompassed by the position. Some positions are not conducive to telework. Section 6502(b)(4) of [the Act \(external link\) \(PDF file\)](#) states that telework participation would "not apply to any employee of the agency whose official duties require on a daily basis (every workday) (A) direct handling of secure materials determined to be inappropriate for telework by the agency head; or (B) on-site activity that cannot be handled remotely or at an alternate worksite."
- The employee selected or asked to conduct telework should have the necessary capabilities to remotely access the GSA network at no cost to the government to include but not limited to internet access, wifi, telephone, fax, etc. The government will provide the employee with the necessary hardware with remote capability to perform duties to include a laptop computer. The contractor may provide mobile communication devices at their discretion. The government will not provide mobile communication devices.

An employee may not telework under GSA policy established under this section if—

(A) the employee has been officially disciplined for being absent without permission for more than 5 days in any calendar year; or

(B) the employee has been officially disciplined for violations of subpart G of the

Standards of Ethical Conduct for Employees of the Executive Branch for viewing, downloading, or exchanging pornography, including child pornography, on a Federal Government computer or while performing official Federal Government duties.

Situational telework process:

- (A) A situation occurs in that the Federal Government decides that telework is the option for employees to work from. The supervisor shall notify the CO or COR of the intent to allow the contractor to telework (situational).
- (B) The supervisor (government employee) will decide what employees can telework (situational) to maintain continuity of operations.
- (C) The supervisor (government employee) shall discuss with the contractor task, conditions, and standards that the contractor must accomplish during the situational telework conditions.
- (D) The contractor shall notify the supervisor (government employee) at the beginning and the end of the work period his/her status.
- (E) The contractor shall submit a daily report of accomplishments and a full report once the situational telework period ends.

C.10 Quality Control Plan (QCP)

A complete Quality Control Plan (QCP) shall be accepted by the Contracting Officer (CO) within 5 business days of issuance of the Notice to Proceed. The contractor shall prepare and implement a written quality control plan as described below. The Contractor must maintain continuity of administrative services, without interruption, throughout the entire term of the contract. To maintain these critical services, the Contractor shall execute specific, detailed plans how this service continuity will be maintained.

Plans (deliverables) are described as follows:

This paragraph establishes the minimum requirements for a quality control system to be provided and maintained by the Contractor. The Contractor shall ensure that the required services specified in this contract, meet the quality standards outlined in the contract. All work performed under this contract shall be of the highest quality, consistent with best industry practices, to assure timely provision of services, optimum tenant agency satisfaction, and adequate protection of Government assets. The results of all quality control inspections conducted by the Contractor shall be documented on inspection reports (warranted as presented) and provided to the COR as required or on the last

workday of every other week. The Contractor must revise the plan at no additional cost to the Government during the life of the contract as necessary to ensure that contract objectives are met. All revisions must be accepted by the COR. The Quality Control Plan shall include, but not be limited to:

- (a) Inspection Methods and Frequencies: An inspection system, which shall include all requirements listed in the Performance Work Statement and inspection procedures such as some or all the following methods: type of inspection, frequency of inspection, acceptance/rejection criteria, and disposition of rejected services, corrective action, error rate, and procedure for recording results of inspections. Specify when inspections will occur and titles of individuals performing inspections. The QCP must identify how the Contractor will correct noted deficiencies immediately. Any changes to the inspection systems during the life of the contract must be accepted by the COR. The administrative methods the Contractor will use for identifying, correcting, and preventing defects in the quality of service performed before such level of performance becomes unacceptable to the COR.
- (b) Roles and Responsibilities of Key Personnel: A roster by name and job title must be provided. Roles and responsibilities of key personnel must be clearly identified as well as addressing responsibilities for oversight of the QCP and functions associated with such oversight as well as authority in dealing with Government contracts must be identified.
- (c) Records and Files: A description and/or samples of the forms, records, reports, and files the Contractor intends to utilize and keep on-site, which will indicate both the inspections conducted by the Contractor and necessary corrective action taken (as appropriate). Copies of all QCP related inspection reports and other documents shall be made available to the COR when requested. All such documents shall be maintained at the service location for the life of the contract, unless this requirement is waived in writing by the COR.
- (d) Employee Training: The Contractor must identify how quality training of his employees at the facilities specified in this contract will take place. The Contractor must specify when and where training will take place, as well as the proposed content of training classes.
- (e) Progress Report: The Contractor must submit quarterly to the COR a self-evaluation report detailing the quality of service provided during the prior quarter. The report is due within five business days of the end of the quarter. This report shall include as a minimum the result of the quality control inspections, an explanation of efforts taken in the prior quarter to improve service and efforts planned for the present quarter to improve quality.

(f) The Contractor shall prepare a Strike Contingency Plan (SCP) to be used in the event of a strike or unscheduled leave by his/her employees. This separate document shall include the following information.

Support Personnel: The SCP shall describe in detail how the Contractor will staff the building to provide the services defined in this specification during strikes by his employees as well as employee absenteeism.

(1) License and Certifications: The SCP shall describe in detail how the Contractor will provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees will meet the experience and license requirements defined in this contract.

SUPPORT PERSONNEL MUST MEET SECURITY CLEARANCE REQUIREMENTS.

(g) Contractor Emergency Plan (CEP). The Government's Occupant Emergency Plan (OEP) is used by the COR during building emergencies. Designated contractor personnel shall be thoroughly familiar with the Government's OEP and shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan. The contractor shall participate in tornado and fire drills.

Emergency Situation Examples: Contractor participation in emergency plans shall be mandatory during building related emergencies or natural disasters. The Contractor shall be required to perform the services required by the contract and as identified by the Property Manager and/or COR to the extent allowed during all emergency situations including but not limited to fires, accident and rescue operations, Contractor personnel strikes, civil disturbances, natural disasters, and utility service outages. This separate document shall include, at a minimum, the following:

(1) Procedures: The Contractor's communication procedures to be used in providing continuous communication support to the COR during emergencies.

(2) Employee Information: The name, telephone number and current position of each employee (in the form of a roster) that will participate in the CEP. The mobile telephone numbers and/or pager numbers of each employee that will participate in the CEP.

(3) Employee's Duties: The specific functions that each employee will perform during emergency situations.

(4) Temporary Employees: If temporary employees are to be used, the same information is required as in the Strike Contingency Plan.

TEMPORARY PERSONNEL MUST MEET SECURITY CLEARANCE REQUIREMENTS.C.11 Contractor Employee Minimum Requirements

Supervisors

Administrative services:

An administrative services manager or supervisor shall be always available during performance of this contract to directly supervise the work assigned. The administrative services manager shall be responsible for coordinating, directing, and planning all the contracted administrative support services.

The administrative services manager duties may include but are not limited to; contractor employees training, to review, finalize and check correspondence, records, applicable rules, and regulations. On a continuous basis, exercise judgment in the resolution of administrative problems, and execute decisions regarding personnel, cost, and quality of service within each functional area. Assist in process development or improvement to ensure expeditious flow of work assigned. Assist the GSA program manager in establishing, updating, coordinating, and implementing office procedures, processes, and systems, while also being available to receive notices, reports, or requests from the Contracting Officer or Contracting Officer Representative, and has authority to act on behalf of the contractor.

Professional Services:

An On-Site Supervisor shall be always available during performance of this contract to directly supervise the work assigned. The administrative services On-Site Supervisor shall be responsible for coordinating, directing, and planning all the contracted professional support services.

The administrative services On-Site Supervisor duties may include but are not limited to; contractor employees training, to review, finalize and check correspondence, records, applicable rules, and regulations. On a continuous basis, exercise judgment in the resolution of administrative problems, and execute decisions regarding personnel, cost, and quality of service within each functional area. Assist in process development or improvement to ensure expeditious flow of work assigned. Assist the GSA program manager in establishing, updating, coordinating, and implementing office procedures, processes, and systems, while also being available to receive notices, reports, or requests from the Contracting Officer or Contracting Officer Representative, and has authority to act on behalf of the contractor.

Supervisor's Qualifications

Supervisory contract employees shall have a minimum of 4 years of experience in office administration, managing offices of similar size and complexity, and must be proficient with all Microsoft applications. At the discretion of the CO or COR formal training may be substituted for experience. The administrative services manager/supervisor is required to be fully conversant in the English language, both in written and verbal skills, and must be a US citizen.

Non-Supervisory Employee

The contractor is responsible for ensuring that each person is experienced and qualified to perform services in accordance with the administrative support services tasks for each classification as indicated in The Department of Labor Service Occupation Directory.

The contractor employees must be sufficiently trained and qualified to be able to assume duties at the worksite with only general orientation to internal office procedures. The contractor will be responsible for maintaining satisfactory standards of employee competency and will provide all required training.

If specialty training is required for the employee to work on the GSA equipment or systems, the Contractor shall make its designated worker available for this training by the Government. The Contractor will not be responsible for the normal service during such training sessions.

If the training needed to do the job is commercially available, it is the responsibility of the contractor to provide the training.

Non-Supervisory Employee Qualifications

Non-supervisory contract employees shall have a minimum of 2 years of experience in their specified duties and must be proficient with all Microsoft applications. At the discretion of the CO or COR formal training may be substituted for experience.

The contractor shall provide persons that are U.S. citizens or Legal Permanent Citizens, fluent in the English language, be able to communicate orally and in writing, and have basic familiarity with general office procedures.

Identification of Contractor Employee

The contractor shall ensure all personnel wear badges that identify themselves as contract employees. All contractor employees will be required to have identification at their workstation that indicates what company they are employed by.

All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials.

Telephone Procedures: All contract employees must answer telephones by identifying office location, employee's name. Government telephones are to be used for official business only. Personal calls should not be placed on Government phones.

The contract employee communications both oral and written shall be on behalf of the government and must clearly identify their role as the contract employee.

Contractor Employee Management

The Contractor shall be responsible for maintaining a reporting system for recording signing in and off duty for each employee and the hours worked. The contractor shall send electronic copies of the Contractors pay sheets for verification of hours billed monthly to the COR for acceptance of work performed and certification of payment.

Leave requests: The Contractor shall notify the Government as soon as practical whenever the designated worker is unavailable for the normal shift. Notice should be at least one week in advance for scheduled leave.

Overtime: Task Orders are issued for a specific period, which counts the number of days and hours in the period. Funding is requested for those regular hours incurred by working 8 hours a day, M-F, holidays excluded. If an individual is requested to work overtime, there is no funding in the task order to cover the additional cost. Therefore, overtime must be ordered as additional services, and can be ordered and paid for by credit card, and it must be invoiced by the Contractor on a separate invoice from the regular hours to prevent the Task Order from running out of funds prior to the end of the period. There is a line-item cost for Overtime in the contract under additional services line items.

Substitute Personnel: Substitute personnel shall be qualified in general office skills, including proficiency in the use of Microsoft Office Suite business applications for Windows 7.0 or most current version, but not in specified GSA procedures.

Transition of Personnel: The Contractor should make every effort to utilize reliable long-term employees for this service ensuring minimal turnover. If, however, a contractor employee is replaced by the Contractor, a training period should be arranged before the transition occurs, if possible. In any case, the Government representative should be notified of pending changes as soon as the Contractor is aware of potential changes in personnel.

Replacement Employees: The Government will not be charged extra for the training of replacement personnel. Only the time of the primary worker will count as chargeable toward the fulfillment of this contract. Any trainee or observer will be considered non-productive for the purpose of this contract.

If an employee becomes ill, is on vacation, abandons their job, or otherwise fails to perform the work required, the Contractor shall notify the COR immediately to discuss the lapse in coverage. If the position necessitates a temporary replacement, the project manager will provide resumes that meet the required qualifications to the CO within two (2) days of the Contractor becoming aware of the absence for the CO to review. A pool of qualified workers for each location might be helpful to prevent delays in service delivery.

Removal of Employees: GSA reserves the right to reject, at any time without notice; any employee assigned who is either unable or unwilling to perform the work within the scope of the contract. The contractor shall provide substitute/replacement employees to fulfill the task assignments.

Early Dismissal of Work: There are times when the GSA Administrator or Management notifies GSA personnel they may be dismissed early. These times normally coincide with holidays or special occasions. GSA does not have the authority to pay the Contractor for early dismissal. However, the Contractor's employees may either request vacation time from the supervisor for the early dismissal period or may choose to continue to work the normal work hours and will be paid for all hours worked, up to 8 hours per day.

Building Closures: In the event the building is closed, the Contractor's employees will not come to work. If the facility is closed during the workday, the employees will leave and will not be paid for any hours the building is closed.

Special Work Considerations: Transportation of workers is the responsibility of the Contractor. Depending on the location, some GSA facilities have parking at no cost, while other locations may charge for parking. Any costs related to parking for work will be at the contractor employee's expense. Contractors may find public transportation or vanpools convenient to some GSA locations.

GSA buildings are no-smoking buildings; and workers assigned under this contract must agree to limit their smoking to designated smoking areas only and must be at least 25 feet from building entrances.

In the event special equipment is necessary for employees to perform their task assignments, the contractor will provide at their expense. (i.e., special seating, special hearing devices, mobile communication devices, special screens for seeing impaired, etc.)

Miscellaneous Requirements:

1. Participate in building fire and civil defense drills.
2. Report fires, hazardous conditions, and items in need of repair, e.g. inoperative lights, broken windows or doors, torn carpets, leaking sinks, urinals or commodes, dead trees or shrubs, etc., to the COR.
3. Turn in lost and found articles to the COR.
4. Notify the security on duty when unauthorized or suspicious person(s) are seen on premises.

C.11 Contractor Pandemic Plan

The Government is required by the National Strategy for Pandemic Influenza Preparedness and has prepared a plan that safeguards its employees and provides for continued operations in the event of an influenza pandemic. The Contractor shall also prepare a plan that outlines the steps that they must take to prevent and reduce the spread

and mitigate the potential effect of an influenza pandemic as part of administrative support services operations. Given the unpredictable length and severity of a pandemic, the Contractor's plan shall link their planned actions to the periods and phases established by the World Health Organization for a pandemic cycle. For information on the phases of a pandemic cycle see http://www.who.int/csr/disease/avian_influenza/phase/en/. The plan shall be submitted to the COR within thirty (30) calendar days of the start of the contract. See components of Pandemic Planning at <http://www.ed.gov/admins/lead/safety/emergencyplan/pandemic/planning-guide/basic.pdf>

C. 12 Contractor Discipline Specifications

See Section J for position descriptions.

C. 13 Contractor Travel

The Contractor should have a policy that requires its employees to use sound business judgment in both determining the need for travel, as well as in expending Contractor financial resources when travel is necessary. The following guidelines are provided to assist the Contractor in its compliance with contractual requirements to limit expense reimbursement to those costs that do not exceed GSA travel reimbursement guidelines. Travelers will not be reimbursed for excess costs caused by:

- An indirect route as a matter of personal preference
- Premature departure for personal reasons from a temporary location; or
- Extending a stay for personal reasons.

Applicability

To be entitled to Lodgings-Plus per diem reimbursement, the contract must allow for travel and the Contractor's employee must be on a temporary assignment that is at least 50 miles in distance from either his/her office or residence. If a temporary assignment concludes during the workday and is located within 100 miles of the Contractor's employee's official station or residence, the Contractor's employee is expected to return to their residence, rather than remain at the temporary location overnight. The cost of travel for spouses, other family members, and friends are not reimbursable under any circumstances.

Travel Authorization

Contractors shall ensure that all travel on behalf of GSA is necessary and allowable under the contract. A management official of the Contractor shall authorize all travel and travel vouchers reflecting travel expenditures.

Air Travel

Air travel should be in coach class only unless the contractor's employee bears the cost of the difference between coach and first class. Travel should be planned as far in advance as possible to take advantage of discounted fares; especially if reasonable certainty exists that the events will take place. If more than one air carrier offers service, travel should be on the carrier

that offers the lowest price. If a restricted fare is booked and the Contractor's employee requires a change, a reasonable exchange fee may be claimed. Contractor's employees are required to fly on U.S. flag carrier service under the Fly America Act, 49 USC Section 40118, which requires employees, consultants, contractors and any other persons traveling for the federal government outside the United States via commercial air to travel by U.S. flag air carriers, unless an exception to the Act applies. For additional information, refer to the Federal Travel Regulations and/or Comptroller General Decision B-138942, March 31, 1981.

Rental Cars

Generally, no car larger than a mid-size should be rented. The Contractor should have a policy that requires employees to compare the cost of car rental with other forms of transportation and to choose the cheaper mode of transportation. The use of rental cars, even if authorized, must be justified in writing by the traveler and attached to the voucher. Claims for rental car gasoline must be supported by original receipts.

Lodging

The Contractor is expected to have a policy that provides for reasonable but not extravagant lodging accommodations for employees in travel status. The Contractor should make use of government rates whenever possible; otherwise, corporate rates or other discounts should be obtained.

Employees on overnight travel status shall be reimbursed on a per diem basis. Specific per diem rates for different localities may be found at the General Services Administration web site, the specific citation for which is as follows:

<http://www.gsa.gov/portal/category/21287>

Per diem is not intended to fully cover these expenses.

Special meal allowance for travel of less than 24 hours when there is no lodging. Employees in non-overnight travel status, who are away from their residence at least 11

consecutive hours excluding mealtime (12 hours if on an alternate work schedule), in travel

status at least 3 hours beyond their regularly scheduled workday, the meal is eaten at the work site or a restaurant near the workstation, and the meal is specifically authorized, should be reimbursed on an actual expense basis with the meal cost limited to a \$10.00 charge (receipt required) or up to \$6.00 without a receipt. According to the IRS regulations, the Contractor must report this expense as income.

While in travel status, an employee may claim the actual amount incurred, not to exceed \$3 per day, for personal long-distance telephone calls while on an overnight travel assignment. This is in addition to per diem, if applicable.

Use of Personal Owned Vehicle

The Contractor may reimburse an employee for use of his/her personal vehicle while on Contractor related business. The maximum reimbursement rate will be the rate stipulated by the

GSA. <https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>

If an employee chooses to use his/her own vehicle in lieu of air travel, the maximum reimbursement will be the lesser of the cost of air travel or mileage reimbursement and the per Diem difference.

NOTE: GSA does not insure contractors, their employees, or their vehicles for liability.

Taxicabs

The use of taxicabs is permitted while Contractors are on official travel for GSA. Taxi hire is appropriate when:

a. public transportation, airport limousine service, and/or hotel courtesy transportation is not available or when time or other factors make it impractical to use available public conveyances.

b. traveling between transportation terminals and the residence, hotel, or office while in an official travel status; or

c. for travel from the Contractor's residence to the official station to depart on an assignment requiring at least one night's lodging, and from the official station to the residence on the day the employee returns from the trip.

Taxi fares for trips used to obtain meals will not be reimbursed.

Reimbursement for taxicab fares (plus the customary 15% tip) will be made only if an appropriate receipt is submitted with the voucher.

Non-reimbursable expenses

Examples of expenses that will not be reimbursed include the following:

a. alcoholic beverages, entertainment.

b. laundry, dry cleaning and pressing of clothing.

- c.travel insurance;
- d.parking fines;
- e.charges incurred because of indirect travel for personal reasons;
- f.gratuities and tips paid to porters, waiters, bellboys, and hotel maids inside the lodging facility (included in the per diem reimbursement)
- g.nonproductive time related to official travel to and from one's temporary duty station; and
- h.any charges, fees, or other associated costs related to the making of reservations or other accommodations for travel.

Receipts

Except for per diem expenses, valid original receipts are required for all expenditures regardless of cost. If a receipt is not normally provided for the expense (metro, bus token, etc.), the certification signed by the traveler on the voucher will justify the expense. Receipts submitted with the voucher should indicate the name of the payee, date, amount, and the service rendered.

Travel Voucher Completion

After completion of travel, the contractor's travel voucher must be submitted for reimbursement. In addition, dates and times of each departure from residence or office, arrival at and the name of the place of temporary assignment, and arrival at the office or residence must be shown on the travel voucher. A certification signed by the traveler must be included on the travel voucher that states that the trip indicated was taken and that all expenses are accurate and correct.

Invoices

Contractors billing for reimbursement of travel expenses must be submitted with their monthly invoice and must include all supporting documents.

The penalty for invoicing a travel voucher that falsifies any item in the claim forfeits the claim (28U.S.C. 2514) Further, travelers who falsify a claim may be fined or imprisoned for not more than 5 years or both (18 U.S.C. Section 1001), and a corporation may be fined up to a maximum of \$500,000 (18 U.S.C. Section 3571(c)).

D. Packaging & Marketing

D.1 Payment of Postage & Fees

All postage and fees incurred to submit information to the Contracting Officer or the Contracting Officer's Representative shall be the contractor's responsibility.

D.2 Marking

All information submitted to the Contracting Officer or the Contracting Officer's Representative shall clearly indicate the contract number. All invoices and correspondence submitted to GSA Finance shall clearly indicate the ADN number. The ADN number will be provided at time of contract award.

E. Inspection & Acceptance

E.1 FAR 52.246-4 Inspection of Services-Fixed-Price

Inspection of Services-Fixed-Price (Aug 1996)

- (a) *Definition.* "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable always and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may-
1. Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and
 2. Reduce the contract price to reflect the reduced value of the services performed.
- (f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may-

1. By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or
2. Terminate the contract for default.

E.2 Place of Inspection and Acceptance

Inspection and acceptance of all work performance, reports and other deliverables under this contract shall be performed by the Contracting Officer's Representative at various offices in Region 2.

E.3 Scope of Inspection

All deliverables will be inspected for content, completeness, accuracy, and conformance to contract requirements by the Contracting Officer's Representative. Inspection may include validation/testing of the services, as specified in the contract. The scope and nature of this testing must be negotiated prior to contract award and will be sufficiently comprehensive to ensure the completeness, quality, and adequacy of all deliverables.

The Government requires a period not to exceed thirty (30) days after receipt of final deliverable items for inspection and acceptance or rejection.

E.4 Basis of Acceptance

Reports, documents, and narrative type deliverables will be accepted when all discrepancies, errors or other deficiencies identified in writing by the Government have been corrected.

The contractor shall provide delivery of electronic copies of each deliverable. Electronic copies shall be delivered via email attachment or other media by mutual agreement of the parties. The electronic copies shall be compatible with MS Office 97 or other applications as appropriate and mutually agreed to by the parties.

The contractor shall use best commercial practice for formatting deliverables under this contract.

If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

All of the Government's comments to deliverables must either be incorporated in the succeeding version, or the contractor must demonstrate to the Government's satisfaction because such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, improper format, or otherwise does not conform to the requirements

stated within this contract, the document may be immediately rejected without further review and returned to the contractor for correction and re-submission.

E.5 Initial Deliverables

The Government will provide written acceptance, comments and/or change requests, if any, within fifteen (15) working days from receipt by the Government of the initial deliverable.

Upon receipt of the Government comments, the contractor shall have fifteen working days to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

E.6 Written Acceptance/Rejection by the Government

The Government shall provide written notification of acceptance or rejection of all final deliverables within 30 days. Absent written notification, final deliverables will be construed as accepted. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

E.7 Non-Conforming Products or Services

Non-conforming products or services will be rejected. Deficiencies will be corrected, by the Contractor, within ten (10) workdays of the rejection notice. If the deficiencies cannot be corrected within ten (10) workdays, the Contractor will immediately notify the COR of the reason for the delay and provide a proposed corrective action plan within ten (10) workdays.

F. Deliveries or Performance

F.1 Place of Performance

The services to be provided under this contract shall be accomplished at various locations in Region 2.

F.2 Type & Term of Contract

This is a Labor Hour-type single award Performance Based contract, whereby the Government anticipates purchasing Labor Hours in estimated quantities based on fixed (fully loaded) labor rates. The contract will consist of one (1) base year, plus four (4) one year option period for a total of five years for Long Term Support Staff Services to the General Services Administration, Region 2, Northeast and Caribbean Region, Public Building Service. The Northeast and Caribbean Region comprise the states of New York, New Jersey, the Commonwealth of Puerto Rico and the U.S. Virgin Islands.

Work under this contract is expected to commence on or about October 1, 2022, subject to the availability of funds. See clause 552.232-73, Availability of Funds, Section I of this solicitation. It is the intent of the Government to provide for at least (30) calendar day's preparation time before commencement of work.

F.3 Option to extend the term of the contract

The Government shall have the unilateral option of extending the term of this contract for four (4) consecutive additional periods of twelve (12) months each. (See clause FAR 52.217-9, Option to Extend the Term of the Contract, in Section I). The same terms and conditions contained in this contract shall apply to each option exercised. Options shall be exercised upon written notification (mailed or otherwise furnished) to the contractor within thirty (30) calendar days prior to the expiration of the contract.

The total duration of this contract, including the exercise of any options, will not exceed five (5) years.

The exercise of the option(s) is a Government prerogative, not a contractual right on the part of the contractor. If the Government exercises the option(s) within the prescribed time frames, the contractor shall be bound to perform the services for the option period(s) or be subject to the default provisions of this contract.

F.4 Option to extend services

The Government shall have the unilateral option of extending the term of the contract up to six (6) additional months. (See FAR clause 52.217-8 Option to Extend Services, in Section I). The same terms and conditions contained in this contract shall apply to each extension (not to exceed six (6) months) exercised. Extension(s) shall be exercised upon written notification (mailed or otherwise furnished) to the contractor within thirty (30) calendar days prior to the expiration of the contract.

F.5 Official working hours

The official normal working hours for the various office buildings vary.

F.6 Permits and Responsibility for Work, Etc.

The contractor shall conform to all laws, regulations, and ordinances applicable to the performance of the contract. The contractor shall, without additional expenses to the Government, obtain all licenses and permits required for the prosecution of the work.

F.7 52.242-I5 Stop-Work Order

Stop-Work Order (Aug 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

1. Cancel the stop-work order; or
2. Terminate the work covered by the order as provided in the Default, or the termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order. (End of Clause)

G. Contract Administration Data

G.1 Submission of Invoices

1. Submission of Invoices shall be in accordance with the following:
2. One copy of the invoice shall be submitted to the Contracting Officer's Representative (to be designated after award).
3. Invoices may be submitted, monthly, electronically via the GSA Finance website at www.finance.gsa.gov. This is the preferred method and is the fastest way to ensure GSA receives your invoice. If submitting invoices electronically is not feasible, submit invoices to the following address below:

General Services Administration Greater Southwest Finance Center PBS Payments Branch (BCFA)
P.O. Box 17181
Fort Worth, TX 76102-0181 Include on the invoice the ADN number and the service period. The ADN number will be provided at contract award.

G.2 Payments

Payments for services will be made monthly with the applicable payment clauses, in arrears, upon submission of the invoice. GSA will have the right to withhold full or partial payments or to take deductions for nonperformance or unsatisfactory performance.

G.3 Roles of Government personnel

1. Contracting Officer

The Contracting Officer (CO) has the overall responsibility for the administration of the contract. He/she alone, without delegation, is authorized to: take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details, and/or delivery schedules; make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or cause; and issue final decisions regarding contract questions or matters under dispute. However, he/she may delegate certain other responsibilities to his/her authorized representative(s).

2. Contracting Officer's Representative

A. The Contracting Officer's Representative (COR) assists the Contracting Officer in the administration of the contract and supports the Contracting Officer in the discharge of his/her responsibilities when he/she is unable to be directly in touch with the contract work.

B. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance by the contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site; ensuring compliance with contract requirements insofar as the work is concerned; advising the contractor of proposed deductions for nonperformance or unsatisfactory performance; and advising the Contracting Officer of any factors which may cause delay in performance of the work.

C.The above delegation does not authorize the COR to modify any of the contract provisions, terms, or conditions. All authorities not delegated are reserved to the Contracting Officer. The contractor shall make available such records, reports, and facilities as may be required for the COR to carry out his/her assignment.

The following individual is designated as Contracting Officer's Representative (COR) for this contract:

TO BE DETERMINED AT AWARD

3. Contracting Officer's Technical Representative

The Contracting Officer's Technical Representative (COTR) is a subordinate of the Contracting Officer's Representative and is responsible for the day-to-day inspection and monitoring of the contractor's work. The responsibilities of the COTR include, but are not limited to: inspecting the work to ensure compliance with the contract requirements; documenting, through written inspection reports, the results of all inspections conducted; following through to assure that all defects or omissions in performance are corrected in a timely fashion; recommending deductions from contract payment for nonperformance or unsatisfactory performance; conferring with representatives of the contractor regarding any problems encountered in the performance of the work; and generally assisting the COR in carrying out his/her responsibilities.

The following individual is designated as Contracting Officer's Technical Representative (COTR) for this contract:

TO BE DETERMINED AT AWARD

H. Special Contract Requirements.

H.1 Security

H-1.1 Security Requirements and Personal Identity Verification Procedures (Non- Classified Contract)

FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (SEPT 2007)

a.The Contractor shall comply with Agency personal identity verification procedures identified in the Contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24 and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

b.The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine physical access to a Federally controlled facility and/or routine access to a Federally controlled information system.

H.1.2 GSAR 552.237-70 Qualification of Offerors (MAY 1989)

a.Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance of contracts comparable to those described in this solicitation. To determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable Contracts which it has performed; a general history of its operating organization; and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it can maintain a staff of regular employees adequate to ensure continuous performance of the work; and demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

b.Competency in performing comparable Contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.^{le}

c.Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

H.1.3 GSAR 552.237-7I Qualifications of Employees (MAY 1989)

a.The Contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) are either unsuitable for security reasons or otherwise unfit to work on GSA controlled property.

b.The Contractor shall fill out and cause each of its employees performing work on the Contract work to fill out, for submission to the Government, such forms as may be necessary for security or other reasons. These forms shall be completed electronically unless that would create a hardship for the individual. Upon request of the Contracting

Officer, the Contractor and its employees shall be fingerprinted.

c. Each employee of the Contractor shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by Alien

Registration Receipt Card Form I-151, or, who presents other evidence from the Immigration and Naturalization Service that employment will not affect his immigration status.

H.1.4 Suitability Determinations

- a.All Contract employees requiring routine unescorted access to Federally controlled facilities and/or information systems for more than 6 months (Regular Employees) will be required to undergo a suitability determination before a facility identification card is issued. Prior to the time that an identification card is issued, such Regular Employees will be required to comply with normal facility access control procedures, including sign- in, temporary badging, and escorted entry, as applicable.
- b.Failure of a Regular Employee to receive a favorable suitability determination shall be cause for removal of the employee from the work site and from other work in connection with the Contract.
- d.Temporary Employees who have not received a favorable suitability determination shall be escorted by government employees at all times while in non-public space, as directed by the CO or their designee.
- e.The Government, at its sole discretion, may grant temporary suitability determinations to Regular or Temporary Employees. However, the granting of a temporary suitability determination to any such employee shall not be considered as assurance that a favorable suitability determination will follow.

f.The CO or their designee shall provide the Contractor with required forms for obtaining necessary clearances. The Contractor shall be required to cause such forms to be returned to the Government for processing not later than 14 days following being provided by the Government.

g.The Contractor shall be responsible for planning and scheduling its work in such a manner as to account for facility access issues. Difficulties encountered by the Contractor in gaining access to facilities by its employees and subcontractors shall not be an excuse to any Contractor performance under the Contract.

H.1.5 Compliance with Security Requirements

a. The Contractor shall comply with all GSA and tenant Agency security requirements in the building(s) where work is being performed.

b. When a controlled personnel identification access system is used by a tenant Agency at a site where work is performed, the tenant Agency will be responsible for providing any required access credentials. Credentials shall be always displayed or as otherwise required by the tenant Agency.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

H.1.6 Safeguarding Sensitive Data and Information Technology Resources

In accordance with FAR 39.105, this section is included in the contract. This section applies to all users of sensitive data and information technology (IT) resources, including awardees, contractors, subcontractors, lessors, suppliers, and manufacturers. The following GSA policies must be followed. These policies can be found at <http://www.gsa.gov/directives> or <https://insite.qsa.gov/directives>.

- 1.CIO P 2100.1 GSA Information Technology (IT) Security Policy
- 2.CIO P 2100.2B GSA Wireless Local Area Network (LAN) Security
- 3.CIO 2100.3B Mandatory Information Technology (IT) Security Training Requirement for Agency and Contractor Employees with Significant Security Responsibilities
- 4.CIO 2104.1A GSA Information Technology IT General Rules of Behavior
- 5.CIO 2105.1 B GSA Section 508: Managing Electronic and Information Technology for Individuals with Disabilities
- 6.CIO 2106.1 GSA Social Media Policy
- 7.CIO 2107.1 Implementation of the Online Resource Reservation Software
- 8.CIO 2160.4 Provisioning of Information Technology (IT) Devices
- 9.CIO 2162.1 Digital Signatures
- 10.CIO P 2165.2 GSA Telecommunications Policy
- 11.CIO P 2180.1 GSA Rules of Behavior for Handling Personally Identifiable Information (PII)
- 12.CIO 2182.2 Mandatory Use of Personal Identity Verification (PIV) Credentials
- 13.CIO P 1878.2A Conducting Privacy Impact Assessments (PIAs) in GSA
- 14.CIO IL-13-01 Mobile Devices and Applications

- 15.CIO IL-14-03 Information Technology (IT) Integration Policy
- 16.HCO 9297.1 GSA Data Release Policy
- 17.HCO 9297.2B GSA Information Breach Notification Policy
- 18.ADM P 9732.1 D Suitability and Personnel Security The contractor and subcontractors must insert the substance of this section in all subcontracts.

H.2 Identification Credential

a.Upon receipt of favorable suitability determination as indicated in this document, each employee of the Contractor will be issued an identification credential. At all times while working on the Contract, a Contract employee, including subcontractor employees, shall have in his or her possession the specific Government identification credential issued to him or her by the Government. The identification credential shall be displayed and be

visible always while on Government property. The CO or designee, Government law enforcement, or security person shall periodically verify passes of Contractor employees with their personnel identification. Contractor employees shall comply with security verification procedures at all times.

b.The Contractor shall ensure that every Contract employee has a Government issued identification credential before the employee enters on duty. As required by the Government, the Contractor shall make his employees available for photo identification badges, on a schedule to be worked out with the CO or designee. The Government will make the identification credentials after a favorable security determination has been received for the Contractor's employees. Each identification credential shall have an expiration date and Contractor employees shall sign each badge at the time of photographing.

c.The Contractor shall be responsible for ensuring that all identification credentials are returned to the CO or their designee whenever his employees leave the Contract (when the Contract has been completed, employees leave the company, or employees are dismissed or terminated). The Contractor shall notify the CO or their designee whenever employee badges are lost.

d.The Contractor will be responsible for paying the Government for replacement credentials at the current cost per badge.

H.3 Escort Requirements

It may be necessary to escort temporary Contract employees who do not have favorable preliminary or final suitability determinations and shall work in federally controlled space. In those cases, all uncleared Contract employees shall be escorted in nonpublic space by a Government employee or another responsible cleared Contract employee who is approved by the CO or designee. Other Government agencies may have specific Agency security requirements for their own space that may only allow escort by Government employees or those designated by their Agency. Government employees or approved cleared Contract employees who provide escorts for uncleared Contract employees shall always be in close proximity and within eyesight of the uncleared Contract employee. The Contract government escort shall watch uncleared employees and remain with uncleared Contract employees for the entire time they are in the building and or federally controlled space. Uncleared employees cannot be left alone or out of eyesight at any time they are in nonpublic space. A cleared and approved escort may not allow several uncleared Contract employees to be in Federally controlled space, that is not within close proximity and within eyesight at all times. A cleared and approved escort may not allow multiple uncleared employees in non-public space on different parts of one floor or different floors at the same time. Any security violation of escort requirements by a cleared and approved Contract employee will result in the immediate removal from the Contract of all Contract employees involved, i.e., escorts and uncleared escorted Contract employees. Also, violations of escort requirements by

Contract employees in accordance with security requirements may be grounds for termination of the Contract.

H.4 Standards of Conduct

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking disciplinary action with respect to his employees as necessary. The Contractor is responsible for ensuring that his employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on his or her employer and the Federal Government. No smoking is allowed in the building.

H.5 Removal from Contract Work

a. As provided in the clause entitled "Qualifications of Employees," the Contracting officer or a designated representative may require the Contractor to remove any employee(s) from GSA controlled buildings or other real property should it be determined that the individual(s) is either unsuitable for security reasons or otherwise unfit to work on GSA controlled property. This shall include, but not be limited to, instances where an employee is determined, in the Government's sole discretion, to be incompetent, careless, insubordinate, unsuitable, or otherwise objectionable.

b. When the Government deems the employee's continued employment to be contrary to the public interest, inconsistent with the best interests of security, or when the employee is identified as a potential threat to the health, safety, security, general well-being, or operational mission of the facility and its population.

c. The CO may also request the Contractor to immediately remove any employee from the work site if it is determined that individuals are being assigned to duty who have been disqualified for either suitability or security reasons or who are found to be unfit for performing duties during their tour of duty.

d. Contractor employees who are removed from Contract work shall be required to leave the work site immediately.

e. The Contractor shall comply with any removal request. For clarification, a determination to remove an employee will be made for, but is not limited to, incidents involving the most immediately identifiable types of misconduct or delinquency as set forth below:

1. Failure to receive a suitability determination, temporary clearance, or clearance from GSA or a tenant Agency.

2. Violation of Federal, State, or Local law.

3. Violation of the Rules and Regulations Governing Public Buildings and Grounds, 41 CFR 101-20.3. This includes the carrying or possession of explosives or items intended to be used to fabricate an explosive or incendiary device.

4. Neglect of duty, including sleeping while on duty, unreasonable delays, or failure to carry out assigned tasks, conducting personal affairs during official time or refusing to render assistance, or to cooperate in upholding the integrity of the security program at the work site.

5. Falsification or unlawful concealment, removal, mutilation, or destruction of any official documents or records, or concealment of material facts by willful omissions from official documents or records.

6. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, fighting, or participation in disruptive activities that interfere with the normal efficient operations of the Government.
 7. Theft, vandalism, immoral conduct, or any other criminal actions.
 8. Selling, consuming, or being under the influence of intoxicants, drugs, or substances that produce similar effects while in or on federally controlled property.
 9. Improper use of Government identification.
 10. Unauthorized use of communication equipment on Government property.
 11. Violation of security procedures or regulations.
 12. Violation of Title 18, U.S.C., Section 930, which prohibits the knowing possession or the causing to be present of firearms or other dangerous weapons in Federal facilities and Court facilities.
- f. The CO or their designee will make all determinations regarding the removal of any employee from the work site, except under certain conditions. When a CO or their designee is not available, either during the day or after hours, or in situations where a delay would not be in the best interest of the Government or is identified as a potential threat to the health, safety, security, general wellbeing, or operational mission of the facility and its population, the CO or their designee will have the authority to immediately remove the Contract employee from the work site.
- g. Law enforcement officers of the Department of Homeland Security/Immigration and Customs Enforcement/Federal Protective Service (DHS/ICE/FPS) will have the authority to immediately remove any Contract employee from the work site who is found to be in violation of any of the items mentioned above and where a delay in removal would not be in the best interest of the Government or security or is identified as a potential threat to the health, safety, security, general wellbeing, or operational mission of the facility and its population. The CO or their designee will be notified as soon after the incident as practical or at the beginning of the next business day if an action happened after hours. The CO or their designee will make all official notifications to the Contractor. In the event of a dispute, the CO or their designee will make a final determination. Specific reasons for removal of an employee will be provided to the Contractor in writing by the CO or designee.
- h. The Contractor is responsible for providing replacement employees in cases where Contract employees are removed from working at the work site or on the Contract.

H.6 Sensitive but Unclassified (SBU) Building Information

- a. GSA Contractors that do not have HSPD-12 compliant clearances cannot obtain Sensitive but Unclassified (SBU) information (Privacy Act data, building information, and financial information) through GSA's IT systems.
- b. Contractors and prospective bidders with a need to know that do not have HSPD-12 clearances and access rights to GSA IT systems can be provided SBU building information, drawings, etc., in accordance with GSA Order 3490.1A, which provides for the dissemination of paper and electronic SBU building information for all Federally controlled space (owned, leased, and delegated).
- c. For more information on SBU visit the following website <https://www.sba.gov/>. SBU information includes, but is not limited to:
 1. Paper and or electronic documentation of the physical facility information.
 2. Building designs (such as floor plans).

3. Construction and renovation or alteration plans and specifications.
4. Equipment plans and locations.
5. Building operating plans.
6. Information used for building service Contracts and or Contract guard services.

d. For all GSA controlled facilities, any other information considered a security risk shall be considered covered under this category.

e. All SBU building information, either in electronic or paper format, shall have specific imprinting on each page to designate it as Government property and indicate the prohibition of copying, dissemination, and distribution.

f. Contractors authorized to receive SBU information shall provide the following identification:

1. A copy of a valid business license.
2. Verification of a valid DUNS Number.
3. A valid IRS Tax ID Number.
4. A valid State driver's license with photograph.

g. Contractors shall sign a Document Security Notice when they receive SBU information.

h. Contractors shall be responsible for safeguarding SBU information. At the completion of work, secondary and other Disseminators shall be required to turn over their Document Security Notice dissemination records to GSA to be kept with the permanent files.

i. Authorized Contract users shall destroy all SBU information and documents when no longer needed. Destruction shall be done by burning or shredding hardcopy, and or physically destroying CDs, deleting and removing files from the electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.

j. All authorized Contract users of SBU building information shall notify the GSA Disseminator in writing that they have properly disposed of the SBU building information and documents.

k. The GSA Disseminator shall maintain all records of SBU building information disposal (along with the signed Document Security Notices) in accordance with the GSA system of keeping long-term records and plans. All Document Security Notices and Records of Disposal shall be kept with the permanent files.

H.7 Recording Presence

Each Contract employee shall sign in when reporting for duty and sign out when leaving at the end of the workday and follow card access requirements as directed by the CO or designee. The Contractor shall accumulate GSA Form 139 (Record of Time of Arrival and Departure from Building) or other designated form for use in recording presence each calendar week, certify in writing on each form that the information shown is true and correct and, and within one calendar days of week's end, turn them over to the CO or designee when requested.

H.8 Government Forms

The various Government forms mentioned in this document such as personal history forms, sign-out forms, inspection forms, etc., may be obtained from the CO or designee.

H.9 Other Contractors

The Government may undertake or award other Contracts for additional work, and the Contractor shall fully cooperate with such other Contractors or Government employees. The Contractor shall carefully schedule his own work, in conjunction with the additional work, as may be directed by the CO or designee. In addition, the Contractor shall not commit or permit any act that will interfere with the performance of work by another Contractor or by Government employees.

H.10 Ordinances, Taxes, Permits, and Licenses

Without additional expense to the Government, the Contractor shall fully comply with all Local, City, State, and Federal laws, regulations, and ordinances. The Contractor will also be liable for all applicable Federal, State, and Local taxes and shall obtain and pay for all permits and licenses governing performance under the Contract.

H.11 Discrepancy in the Specifications

In any case of discrepancy in the specifications, the matter shall be immediately submitted to the CO. The decision of the CO as to the proper interpretation of the specifications shall be final in accordance with the Disputes Clause of this Contract.

H.12 Affirmative Procurement Program (APP)

H.12.1 Standards

Reserved

H.12.2 Reporting

Reserved

H.12.3 Recycle Content Certification

Reserved

H.13 Asbestos Awareness Training

Reserved

H.14 Uniforms

Reserved

H.15 Personnel Qualifications

Personnel Training

The Contractor shall establish a training program to assure employees working in a Federal building have the knowledge, skills, and abilities to perform the work required by this Contract.

H.15.1 Re-Tuning Training

Reserved

H 15.2.1 Qualifications of Project Manager

Reserved

H 15.2.2 Qualifications of Project Manager

The Project Manager shall possess at a minimum at least 2 years of recent (within the past 4 years) experience in the management and supervision of support staff covered by this Contract. A detailed resume containing the information specified in this document shall be submitted to the CO or their designee for approval prior to the assignment of the project manager to the Contract.

H.15.3 Qualifications of Staff

Reserved

H.15.4 Submission of Resumes for New Employees

The Contractor shall submit to the CO or their designee the resumes of all personnel before they begin work during the performance periods of the Contract. The CO or their designee may deny permission to employ personnel if qualifications indicate a material degradation from the skill levels indicated in the Contractor's proposal for the Contract, or if skills or reliability concerns are such that the CO or their designee believes the protection of building equipment may be jeopardized.

H.15.5 State Licensing

All personnel shall be licensed and certified or become licensed and certified within 90 calendar days of beginning employment, to perform work within their normal duties, where such licensing is required by the State for non-Federal locations. Contractor personnel shall also conform to all other licensing and certification requirements as described elsewhere in this document.

H.15.6 Compliance with Federal, State, and Local Codes

The Contractor shall comply with all applicable Federal, State and Local laws, regulations, and codes. The Contractor is responsible for determining which requirements are applicable and complying appropriately; the Contractor may ask advice of the CO or their designee in this regard. GSA also has a policy of voluntary conformity to certain State and Local code requirements even when permission or approvals from Local regulators are not required; the Contractor shall ask the advice of the CO or their designee when such issues arise.

H.16 Government-Furnished Materials

Reserved

H.17 Contractor-Furnished Materials

The Contractor shall provide all labor, services, supplies, material, and equipment (including mobile communication devices) necessary to perform the requirements of this Contract efficiently and effectively, except as explicitly stated within this document.

H.18 Additional Services Indefinite Quantity Provisions

H.18.1 General

The CO or their designee may order additional services at his or her discretion. Additional services may include any administrative or technical services.

H.18.2 Price Proposal for Additional Services Work

At the request of the CO or designee, the Contractor shall provide a price proposal to accomplish an additional services job within 48 hours of the interview.

H.19 Award Fee

Reserved

H.20 Strike Contingency Plan (SCP)

The Contractor shall prepare a Strike Contingency Plan (SCP) to be used in the event of a strike by his employees. The SCP shall be submitted to the CO or their designee 5 calendar days prior to Contract start date and updated annually. At a minimum, the SCP shall include the following information:

- a. Support Personnel: The SCP shall describe in detail how the Contractor shall staff the building to provide the services defined in this document in the event of strikes by his employees. This includes HSPD-12.
- b. License and Certifications: The SCP shall describe in detail how the Contractor will provide personnel that meet experience requirements, assuring the Government that all temporary or replacement employees (including subcontractor employees) shall meet the experience and license requirements defined in this document.

H.21 Occupancy Emergency Plan (OEP)

The Government's Occupant Emergency Plan (OEP) is used by the CO or their designee during building emergencies. Designated Contractor personnel, including the onsite supervisors, shall be thoroughly familiar with the Government's OEP and shall be trained by the Contractor to fully understand their responsibilities relative to each emergency plan. The Contractor shall participate in fire and other emergency drills. The Contractor shall be required to perform the services required by the Contract and as identified by the CO or their designee o the extent allowed during all emergency situations, including, but

not limited to fires, accident and rescue operations, Contractor personnel strikes, civil disturbances, natural disasters, and utility service outages.

H.22 Contractor Pandemic Plan

The Government is required by the National Strategy for Pandemic Influenza Preparedness and to have a plan that safeguards its employees and provides for continued operations in the event of an influenza pandemic. The Contractor shall also prepare a plan that outlines the steps that they must take to prevent and reduce the spread and mitigate the potential effect of an influenza pandemic on facilities operations. Given the unpredictable length and severity of a pandemic, the Contractor's plan shall link their planned actions to the periods and phases established by the World Health Organization for a pandemic cycle. For information on the phases of a pandemic cycle see:

<https://insite.gsa.gov/portal/content/502384>. The plan shall be submitted to the CO or his/her designee within thirty (30) calendar days of the start of the Contract. See components of Pandemic Planning at

at <http://www.ed.gov/admins/lead/safety/emergencyplan/pandemic/planning-guide/basic.pdf>

I. Contract Clauses

II.

A.52.252-2 Clauses Incorporated by Reference (FEB 1998)

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

Federal Acquisition Regulation (FAR)

GSA Acquisition Manual (GSAM)
[\(http://www.acquisition.gov/GSAM/gsam.html\)](http://www.acquisition.gov/GSAM/gsam.html)

B. Clauses Incorporated by Reference:

- 52.203-5 Covenant Against Contingent Fees 52.203-7 Anti-Kickback Procedures
- 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
- 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.
- 52.203-17 Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights
- 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.204-13 System for Award Management
- 52.204-14 Service Contract Reporting Requirements
- 52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts
- 52.204-16 Commercial and Government Entity Code Reporting 52.204-17 Ownership or Control of Offeror
- 52.204-19 Incorporation by Reference of Representations and Certifications 52.204-21 Basic Safeguarding of Covered Contractor Information Systems 52.207-3 Right of First Refusal of Employment
- 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations- Representation
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.
- 52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law
- 52.209-12 Certification Regarding Tax Matters 52.210-1 Market Research
- 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders
- Commercial Products and Commercial Services
- 52.214-34 Submission of Offers in the English Language 52.215-1 Instructions to Offerors-Competitive Acquisition
- 52.215-2 Audit and Records-Negotiation
- 52.215-11 Price Reduction for Defective Certified Cost or Pricing Data- Modifications
- 52.215-17 Waiver of Facilities Capital Cost of Money 52.215-23 Execution and Commencement of Work
- 52.215-8 Order of Precedence-Uniform Contract Format 52.216-1 Type of Contract
- 52.217-7 Evaluation of Options Exercised at Time of Contract Award 52.217-8 Option to Extend Services
- 52.217-9 Option to Extend the Term of the Contract 52.219-1 Small Business Program Requirements
- 52.219-6 Notice of Total Small Business Set-Aside 52.219-8 Utilization of Small Business Concerns.
- 52.219-13 Notice of Set-Aside Orders
- 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside. 52.219-28 Post-Award Small Business Program Representation.

52.222-1 Notice to the Government of Labor Disputes. 52.222-3Convict Labor.
52.222-24 Pre-award On-Site Equal Opportunity Compliance Evaluation. 52.222-25 Affirmative Action Compliance.
52.222-26 Equal Opportunity.
52.222-29 Notification of Visa Denial. 52.222-35 Equal Opportunity for Veterans.
52.222-38 Compliance with Veterans Employment Reporting Requirements. 52.222-40 Notification of Employee Rights Under the National Labor Relations Act.
52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts).
52.222-44 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment.
52.222-50 Combating Trafficking in Persons 52.222-54 Employment Eligibility Verification.
52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving 52.223-6 Drug-Free Workplace.
52.224-1Privacy Act Notification. 52.224-2 Privacy Act.
52.225-1 Buy American-Supplies. 52.229-3 Federal, State, and Local Taxes.
52.229-4 Federal, State, and Local Taxes (State and Local Adjustments). 52.232-9 Limitation on Withholding of Payments.
52.232-24 Prohibition of Assignment of Claims. 52.232-25 Prompt Payment.
52.232-33 Payment by Electronic Funds Transfer-System for Award Management. 52.232-36 Payment by Third Party.
52.232-40 Providing Accelerated Payments to Small Business Subcontractors 52.233-2 Service of Protest
52.237-2 Protection of Government Buildings, Equipment, and Vegetation. 52.239-1 Privacy or Security Safeguards.
52.243-7 Notification of Changes. 52.245-1 Government Property. 52.245-1_ Alternate I
52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form).
52.252-1 Solicitation Provisions Incorporated by Reference. 52.252-2Clauses Incorporated by Reference.
52.252-6 Authorized Deviations in Clauses. 52.253-1 Computer Generated Forms.

Clauses Incorporated by Full Text

52.202-1, DEFINITIONS (JUN 2020)

When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR [2.101](#) in effect at the time the solicitation was issued, unless-

- a.The solicitation, or amended solicitation, provides a different definition;
- b.The contracting parties agree to a different definition;
- c.The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning;
- d.The word or term is defined in FAR [part 31](#), for use in the cost principles and procedures; or
- e.The word or term defines an acquisition-related threshold, and if the threshold is adjusted for inflation as set forth in FAR [1.109\(a\)](#), then the changed threshold applies throughout the remaining term of the contract, unless there is a subsequent threshold adjustment; see FAR [1.109\(d\)](#).

52.203-3 GRATUITIES (APR 1984)

- a. The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative-
1. Offered or gave a gratuity (*e.g.*, an entertainment or gift) to an officer, official, or employee of the Government; and
 2. Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- b. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- c. If this contract is terminated under paragraph (a) of this clause, the Government is entitled-
1. To pursue the same remedies as in a breach of the contract; and
 2. In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- d. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)

a. The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

b. "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

Bona fide employee, as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

Contingent fee, as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

Improper influence, as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105\(a\)](#), insert the following provision:

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 or 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

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.E 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—

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

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

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);

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

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

(End of provision)

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.

As prescribed in [3.104-9\(a\)](#), insert the following clause:

CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

a. If the Government receives information that a contractor or a person has violated [41 U.S.C.2102-2104](#), Restrictions on Obtaining and Disclosing Certain Information , the Government may -

1. Cancel the solicitation if the contract has not yet been awarded or issued; or

2. Rescind the contract with respect to which-

i. The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates [41 U.S.C.2102](#) for the purpose of either-

A. Exchanging the information covered by such subsections for anything of value; or

B. Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

ii. The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under [41 U.S.C.2105\(a\)](#).

b. If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

c. The rights and remedies of the Government specified herein are not exclusive and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 Price or Fee Adjustment for Illegal or Improper Activity.

As prescribed in [3.104-9\(b\)](#), insert the following clause:

PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)

a. The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of [41 U.S.C.2102](#) or 2103, as implemented in section [3.104](#) of the Federal Acquisition Regulation.

b. The price or fee reduction referred to in paragraph (a) of this clause shall be-

1. For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

2. For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract.

3. For cost-plus-award-fee contracts-

i. The base fee established in the contract at the time of contract award;

ii. If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

4. For fixed-price-incentive contracts, the Government may -

i. Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or

ii. If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

5. For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

c. The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the statute by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

d. In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-13 Contractor Code of Business Ethics and Conduct.

As prescribed in [3.1004\(a\)](#), insert the following clause:

CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)

a. Definitions. *As used in this clause—*

Agent means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

Full cooperation -

1. Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' request for documents and access to employees with information.

2. Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require-

i. A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

ii. Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

3. Does not restrict a Contractor from-

i. Conducting an internal investigation; or

- ii. Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

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

Subcontract means any contract entered by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

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

United States, means the 50 States, the District of Columbia, and outlying areas.

b. *Code of business ethics and conduct.*

- 1. Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall —

- i. Have a written code of business ethics and conduct; and
- ii. Make a copy of the code available to each employee engaged in performance of the contract.

2. *The Contractor shall -*

- i. Exercise due diligence to prevent and detect criminal conduct; and
 - ii. Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.
-
- i. The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal , employee , agent , or subcontractor of the Contractor has committed-

A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

B. A violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

- ii. The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor 's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by law and regulation,

such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, [5 U.S.C. Section 552](#), without prior notification to the Contractor . The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

iii. If the violation relates to an order against a Governmentwide acquisition contract , a multi- agency contract , a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract .

c. Business ethics awareness and compliance program and internal control system. This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial product or commercial service as defined at FAR [2.101](#).

The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

1. An ongoing business ethics awareness and compliance program.

i. This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor 's standards and procedures and other aspects of the Contractor 's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual 's respective roles and responsibilities.

ii. The training conducted under this program shall be provided to the Contractor 's principals and employees, and as appropriate, the Contractor 's agents and subcontractors.

2. An internal control system.

i. The Contractor 's internal control system shall —

A. Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

B. Ensure corrective measures are promptly instituted and carried out.

ii. At a minimum, the Contractor 's internal control system shall provide for the following:

A. Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

B. Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor 's code of business ethics and conduct.

C. Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor 's code of business ethics and conduct and the special requirements of Government contracting, including-

1. Monitoring and auditing to detect criminal conduct.

2.

3. Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

4. Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

D. An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

E. Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

F. Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title [18 U.S.C.](#) or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)).

1. If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

2. If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency responsible for the basic contract, and the respective agencies' contracting officers.

3. The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

4. The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

G. Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

d. *Subcontracts.*

1. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that exceed the threshold specified in FAR [3.1004\(a\)](#) on the date of subcontract award and a performance period of more than 120 days.

2. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False

Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer .

(End of clause)

52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009.

As prescribed in [3.907-7](#) , use the following clause:

WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009
(JUNE 2010)

a.The Contractor shall post notice of employee's rights and remedies for whistleblower protections provided under section 1553 of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) (Recovery Act).

b. The Contractor shall include the substance of this clause, including this paragraph (b), in all subcontracts that are funded in whole or in part with Recovery Act funds.

(End of clause)

52.203-16 Preventing Personal Conflicts of Interest.

As prescribed in [3.1106](#) , insert the following clause:

PREVENTING PERSONAL CONFLICTS OF INTEREST (JUN 2020)

a.Definitions. As used in this clause—

Acquisition function closely associated with inherently governmental functions means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

1. Planning acquisitions.
- 2.Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- 3.Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- 4.Evaluating contract proposals.
- 5.Awarding Government contracts.
- 6.Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).

7. Terminating contracts.

Determining whether contract costs are reasonable, allocable, and allowable.

Covered employee means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

1. An employee of the contractor ; or

Non-public information means any Government or third-party information that-

1. Is exempt from disclosure under the Freedom of Information Act ([5 U.S.C.552](#)) or otherwise protected from disclosure by statute, Executive order, or regulation; or

2. Has not been disseminated to the public and the Government has not yet determined whether the information can or will be made available to the public.

Personal conflict of interest means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee 's ability to act impartially and in the best interest of the Government when performing under the contract . (A de minimis interest that would not "impair the employee 's ability to act impartially and in the best interest of the Government" is not covered under this definition .)

1. Among the sources of personal conflicts of interest are-

i. Financial interests of the covered employee, of close family members, or of other members of the covered employee 's household;

ii. Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and

iii. Gifts, including travel.

2. For example, financial interests referred to in paragraph (1) of this definition may arise from-

i. Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals.

Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);

iii. Services provided in exchange for honorariums or travel expense reimbursements;

iv. Research funding or other forms of research support;

v. Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);

vi. Real estate investments;

vii. Patents, copyrights, and other intellectual property interests; or

viii. Business ownership and investment interests.

ix.

b. *Requirements.* The Contractor shall —

1. Have procedures in place to screen covered employees for potential personal conflicts of interest, by-

i. Obtaining and maintaining from each covered employee , when the employee is initially assigned to the task under the contract , a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

A.Financial interests of the covered employee , of close family members, or of other members of the covered employee 's household.

B. Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

C. Gifts, including travel; and

ii. Requiring each covered employee to update the disclosure statement whenever the employee 's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

2. For each covered employee —

i. Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency ;

Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

ii. Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract .

3. Inform covered employees of their obligation-

i. To disclose and prevent personal conflicts of interest;

ii. Not to use non-public information accessed through performance of a Government contract for personal gain; and

iii. To avoid even the appearance of personal conflicts of interest;

4. Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

5. Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

6. Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions

taken, as necessary. Personal conflict-of-interest violations include-

- i. Failure by a covered employee to disclose a personal conflict of interest;
 - ii. Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and
 - iii. Failure of a covered employee to comply with the terms of a non-disclosure agreement.
- c. Mitigation or waiver.

1. In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for-

- i. Agreement to a plan to mitigate the personal conflict of interest; or
- ii. A waiver of the requirement.

2. The Contractor shall include in the request any proposed mitigation of the personal conflict of interest .

3. The Contractor shall -

Comply, and require compliance by the covered employee , with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

- i. Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract .
- d. Subcontract s. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—
 1. That exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation [2.101](#) on the date of subcontract award; and
 2. In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (*i.e.*, instead of performance only by a self-employed individual).

(End of clause)

52.204-6 Unique Entity Identifier.

As prescribed in [4.607](#)(b), insert the following provision

UNIQUE ENTITY IDENTIFIER (OCT 2016)

a. Definition . As used in this provision-

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier .

The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

b. The Offeror shall enter, in the block with its name and address on the cover page of its offer , the annotation "Unique Entity Identifier " followed by the unique entity identifier that identifies the Offeror 's name and address exactly as stated in the offer . The Offeror also shall enter its EFT indicator, if applicable.

at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information :

1. Company legal business name.
2. Trade style, doing business, or other name by which your entity is commonly recognized.
3. Company physical street address, city, state and Zip Code.
4. Company mailing address, city, state and Zip Code (if separate from physical).
5. Company telephone number.
6. Date the company was started.
7. Number of employees at your location.
8. Chief executive officer/key manager.
9. Line of business (industry).
10. Company headquarters name and address (reporting relationship within your entity).

(End of provision)

52.204-7 System for Award Management.

As prescribed in [4.1105\(a\)\(1\)](#), use the following provision:

SYSTEM FOR AWARD MANAGEMENT (OCT 2018)

a. Definitions . As used in this provision—

"Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier . The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

Registered in the System for Award Management (SAM) means that–

1. The Offeror has entered all mandatory information , including the unique entity identifier and the EFT indicator, if applicable, the Commercial and Government Entity (CAGE) code , as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14) into SAM
- 2.The offeror has completed the Core, Assertions, and Representations and Certifications, and Points of Contact sections of the registration in SAM;
- 3.The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
- 4.The Government has marked the record "Active".

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

1. An Offeror is required to be registered in SAM when submitting an offer or quotationproposal, and shall continue to be registered until time of award, during performance, and through final payment of any contract , basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation .
- 2.The Offeror shall enter, in the block with its name and address on the cover page of its offer , the annotation "Unique Entity Identifier " followed by the unique entity identifier that identifies the Offeror 's name and address exactly as stated in the offer . The Offeror also shall enter its EFT indicator, if applicable. The unique entity identifier will be used by the Contracting Officer to verify that the Offeror is registered in the SAM.

at www.sam.gov for establishment of the unique entity identifier directly to obtain one. The Offeror should be prepared to provide the following information :

1. Company legal business name.
- 2.Trade style, doing business, or other name by which your entity is commonly recognized.
- 3.Company physical street address, city, state , and Zip Code.
- 4.Company mailing address, city, state and Zip Code (if separate from physical).
- 5.Company telephone number.
- 6.Date the company was started.
- 7.Number of employees at your location.
- 8.Chief executive officer/key manager.
- 9.Line of business (industry).
- 10.Company headquarters name and address (reporting relationship within your entity).

d. Processing time should be taken into consideration when registering. Offerors who are not registered in SAM should consider applying for registration immediately upon receipt of this solicitation.

(End of provision)

52.204-8 Annual Representations and Certifications.

As prescribed in [4.1202\(a\)](#), insert the following provision:

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

1. The North American Industry Classification System (NAICS) codes for this acquisition are 531320 and 541611.

2. The small business size standard is \$30M and \$16.5M.

3. The small business size standard for a concern that submits an offer, other than on a construction or service acquisition ,acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition.

i. Is set aside for small business and has a value above the simplified acquisition threshold.

ii. Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

iii. Is an 8(a), HUBZone , service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

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

2. If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation , and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use

paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation . The Offeror shall indicate which option applies by checking one of the following boxes:

i. Paragraph (d) applies.

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

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

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

A. The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

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

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

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

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

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

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

A. Are not set aside for small business concerns;

B. Exceed the simplified acquisition threshold ; and

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

vi.[52.204-26](#), Covered Telecommunications Equipment or Services -Representation. This provision applies to all solicitations.

vii.[52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

viii.[52.209-5](#), Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold .

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

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

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

xii.[52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas .

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

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

C. The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

- xiii.[52.219-2](#), Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas .
- xiv.[52.222-22](#), Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at [52.222-26](#), Equal Opportunity.
- xv.
- xv.[52.222-25](#), Affirmative Action Compliance. This provision applies to solicitations, other than those for construction , when the solicitation includes the clause at [52.222-26](#), Equal Opportunity.
- xvi.[52.222-38](#), Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- xvii.[52.223-1](#), Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at [52.223-2](#), Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- xviii.[52.223-4](#), Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.
- xix.[52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)
- xx.[52.225-2](#), Buy American Certificate. This provision applies to solicitations containing the clause at [52.225-1](#).
- xxi.[52.225-4](#), Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at [52.225-3](#).
- A. If the acquisition value is less than \$25,000, the basic provision applies.
- B. If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- C. If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.
- D. If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.
- xxii.[52.225-6](#), Trade Agreements Certificate. This provision applies to solicitations containing the clause at [52.225-5](#).

xxiii.[52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

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

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

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

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_ (ii) [52.204-20](#), Predecessor of Offeror .

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

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

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

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

_ (vii) [52.227-6](#), Royalty Information .

_ (A) Basic.

_ (B) Alternate I.

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

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

FAR Clause # Title Date Change

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

(End of provision)

52.204-13 System for Award Management Maintenance.

As prescribed in [4.1105\(b\)](#), use the following clause:

SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)

a.Definitions . As used in this clause—

Electronic Funds Transfer (EFT) indicator means a four-character suffix to the unique entity identifier . The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see [subpart 32.11](#)) for the same entity.

Registered in the System for Award Management (SAM) means that—

1. The Contractor has entered all mandatory information , including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code , as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [subpart 4.14](#)), into SAM;

2.The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

3.The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required

4.The Government has marked the record "Active".

System for Award Management (SAM) means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting , grants, and other assistance-related processes. It includes—

1. Data collected from prospective Federal awardees required for the conduct of business with the Government;

2.Prospective contractor -submitted annual representations and certifications in accordance with FAR [subpart 4.12](#); and

3. Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

Unique entity identifier means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

b. If the solicitation for this contract contained the provision [52.204-7](#) with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice , whichever occurs first.

c. The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract , basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data . To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

i. If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract , but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day 's written notification of its intention to—

A. Change the name in SAM;

B. Comply with the requirements of subpart [42.12](#) of the FAR; and

C. Agree in writing to the timeline and procedures specified by the responsible Contracting Officer . The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

ii. If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation
the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract .

2. The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see SAM. Information provided to the Contractor 's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect

information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract .

3. The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract . The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract . A change in the unique entity identifier does not necessarily require a novation be accomplished.

e. Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

52.204-14 Service Contract Reporting Requirements.

As prescribed in [4.1705\(a\)](#), insert the following clause:

SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016)

a. Definition .

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract . It does not include

the Contractor 's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor 's general and administrative expenses or indirect costs.

b. The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed under this contract during the preceding Government fiscal year (October 1-September 30).

c. The Contractor shall report the following information :

1. Contract number and, as applicable, order number.

2.The total dollar amount invoiced for services performed during the previous Government fiscal year under the contract .

3.The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.

4.Data reported by subcontractors under paragraph (f) of this clause.

d. The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the contracting officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR [subpart 42.15](#).

e. Agencies will review Contractor reported information for reasonableness and consistency with available contract information. In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency.

1. The Contractor shall require each first-tier subcontractor providing services under this contract, with subcontract(s) each valued at or above the thresholds set forth in [4.1703\(a\)\(2\)](#), to provide the following detailed information to the Contractor in sufficient time to submit the report:

- i. Subcontract number (including subcontractor name and unique entity identifier); and
 - ii. The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.
2. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

52.204-15 Service Contract Reporting Requirements for Indefinite-Delivery Contracts.

As prescribed in [4.1705\(b\)](#), insert the following clause:

SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)

a. Definitions .

First-tier subcontract means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract . It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs.

b. The Contractor shall report, in accordance with paragraphs (c) and (d) of this clause, annually by October 31, for services performed during the preceding Government fiscal year (October 1-September 30) under this contract for orders that exceed the thresholds established in [4.1703\(a\)\(2\)](#).

- c. The Contractor shall report the following information :
 - 1. Contract number and order number.
 - 2. The total dollar amount invoiced for services performed during the previous Government fiscal year under the order.
 - 3. The number of Contractor direct labor hours expended on the services performed during the previous Government fiscal year.
 - 4. Data reported by subcontractors under paragraph (f) of this clause.
- d. The information required in paragraph (c) of this clause shall be submitted via the internet at www.sam.gov. (See SAM User Guide). If the Contractor fails to submit the report in a timely manner, the Contracting Officer will exercise appropriate contractual remedies. In addition, the Contracting Officer will make the Contractor's failure to comply with the reporting requirements a part of the Contractor's performance information under FAR [subpart 42.15](#).
- e. Agencies will review Contractor reported information for reasonableness and consistency with available contract information . In the event the agency believes that revisions to the Contractor reported information are warranted, the agency will notify the Contractor no later than November 15. By November 30, the Contractor shall revise the report, or document its rationale for the agency .
- f.

- 1. The Contractor shall require each first-tier subcontractor providing services under this contract , with subcontract (s) each valued at or above the thresholds set forth in [4.1703\(a\)\(2\)](#), to provide the following detailed information to the Contractor in sufficient time to submit the report:
 - i. Subcontract number (including subcontractor name and unique entity identifier), and
 - ii. The number of first-tier subcontractor direct-labor hours expended on the services performed during the previous Government fiscal year.
- 2. The Contractor shall advise the subcontractor that the information will be made available to the public as required by section 743 of Division C of the Consolidated Appropriations Act, 2010.

(End of clause)

52.204-16 Commercial and Government Entity Code Reporting.

As prescribed in [4.1804\(a\)](#), use the following provision:

COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (AUG 2020)

a. Definition . As used in this provision –

Commercial and Government Entity (CAGE) code means–

1. An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

2. An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

b. The Offeror shall provide its CAGE code with its offer with its name and location address or otherwise include it prominently in its proposal. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

c. CAGE codes may be obtained via–

1. Registration in the System for Award Management (SAM) at www.sam.gov. If the Offeror is located in the United States or its outlying areas and does not already have a CAGE code assigned, the DLA Commercial and Government Entity (CAGE) Branch will assign a CAGE code as a part of the SAM registration process. SAM registrants located outside the United States and its outlying areas shall obtain a NCAGE code prior to registration in SAM (see paragraph (c)(3) of this provision).

2. *The DLA Contractor and Government Entity (CAGE) Branch.* If registration in SAM is not required for the subject procurement , and the Offeror does not otherwise register in SAM, an Offeror located in the United States or its outlying areas may request that a CAGE code be assigned by submitting a request at <https://cage.dla.mil>.

3. The appropriate country codification bureau. Entities located outside the United States and its outlying areas may obtain an NCAGE code by contacting the Codification Bureau in the foreign entity's country if that country is a member of NATO or a sponsored nation. NCAGE codes may be obtained from the NSPA

at <https://eportal.nspa.nato.int/AC135Public/scage/CageList.aspx> if the foreign entity's country is not a member of NATO or a sponsored nation. Points of contact for codification bureaus, as well as additional information on obtaining NCAGE codes, are available at <http://www.nato.int/structur/AC/135/main/links/contacts.htm>.

d. Additional guidance for establishing and maintaining CAGE codes is available at <https://cage.dla.mil>.

e. When a CAGE code is required for the immediate owner and/or the highest-level owner by

Federal Acquisition Regulation (FAR) [52.204-17](#) or [52.212-3](#)(p), the Offeror shall obtain the respective CAGE code from that entity to supply the CAGE code to the Government.

f. Do not delay submission of the offer pending receipt of a CAGE code.

g. If the solicitation includes FAR clause [52.204-2](#), Security Requirements, a subcontractor requiring access to classified information under a contract shall be identified with a CAGE code on the DD Form 254.

The Contractor shall require a subcontractor requiring access to classified information to provide its CAGE code with its name and location address or otherwise include it prominently in the proposal. Each location

of subcontractor performance listed on the DD Form 254 is required to reflect a corresponding unique CAGE code for each listed location unless the work is being performed at a Government facility, in which case the agency location code shall be used. The CAGE code must be for that name and location address. Insert the word "CAGE" before the number. The CAGE code is required prior to award.

(End of provision)

52.207-3 Right of First Refusal of Employment.

As prescribed in [7.305](#)(c), insert the following clause:

RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 2006)

a. The Contractor shall give Government personnel who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

b. Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government personnel who have been or will be adversely affected or separated as a result of award of this contract .

c. The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days

(End of clause)

52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation.

As prescribed in [9.108-5](#)(a), insert the following provision:

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (NOV 2015)

a. Definitions . "Inverted domestic corporation " and "subsidiary " have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations ([52.209-10](#)).

b. Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation , or a subsidiary of an inverted domestic corporation , unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

c. *Representation.* The Offeror represents that-

1. It is, is not an inverted domestic corporation ; and
2. It is, is not a subsidiary of an inverted domestic corporation .

(End of provision)

52.209-10 Prohibition on Contracting with Inverted Domestic Corporations.

As prescribed in [9.108-5\(b\)](#), insert the following clause:

PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)

a. Definitions . As used in this clause-

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

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

1. Directly by a parent corporation; or
- 2.Through another subsidiary of a parent corporation.

b. If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract , the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary . The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

c. Exceptions to this prohibition are located at [9.108-2](#).

d. In the event the Contractor becomes either an inverted domestic corporation , or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(End of clause)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

As prescribed in [9.104-7\(d\)](#), insert the following provision:

REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

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

1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

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

b. The Offeror represents that—

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

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

(End of provision)

52.209-12 Certification Regarding Tax Matters.

As prescribed in [9.104-7\(e\)](#), insert the following provision:

CERTIFICATION REGARDING TAX MATTERS (OCT 2020)

- a. This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.
- b. If the Offeror is proposing a total contract price that will exceed \$5.5 million (including options), the Offeror shall certify that, to the best of its knowledge and belief, it
 1. Has filed all Federal tax returns required during the three years preceding the certification;
 2. Has not been convicted of a criminal offense under the Internal Revenue Code of 1986; and
 3. Has not , more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

52.217-4 Evaluation of Options Exercised at Time of Contract Award.

As prescribed in [17.208\(b\)](#), insert a provision substantially the same as the following:

EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUNE 1988)

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 the total price for the basic requirement together with any option (s) exercised at the time of award.

(End of provision)

52.217-5 Evaluation of Options.

As prescribed in [17.208\(c\)](#), insert a provision substantially the same as the following:

EVALUATION OF OPTIONS (JULY 1990)

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 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)

52.217-8 Option to Extend Services.

As prescribed in [17.208\(f\)](#), insert a clause substantially the same as the following:

OPTION TO EXTEND SERVICES (Nov 1999)

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

(End of clause)

52.217-9 Option to Extend the Term of the Contract.

As prescribed in [17.208\(g\)](#), insert a clause substantially the same as the following:

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

52.219-1 Small Business Program Representations.

As prescribed in [19.309\(a\)\(1\)](#), insert the following provision:

SMALL BUSINESS PROGRAM REPRESENTATIONS (SEP 2021)

- a. Definitions . As used in this provision-

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

Service-disabled veteran-owned small business concern -

1. Means a small business concern -

- i. Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- ii. The management and daily business operations of which are controlled by one or more service- disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

2."Service-disabled veteran" means a veteran, as defined in [38 U.S.C.101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C.101\(16\)](#).

Small business concern —

1. Means a concern, including its affiliates , that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (b) of this provision.

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

Small disadvantaged business concern , consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition , that-

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

- i. One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States , and
- ii. Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

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

which is owned by one or more veterans; and

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

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

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

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

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

1. The North American Industry Classification System (NAICS) codes for this acquisition are 561320 and 541611.

2. The small business size standard is \$30M and \$16M.

3. The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees if the acquisition —

i. Is set aside for small business and has a value above the simplified acquisition threshold;

ii. Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

iii. Is an 8(a), HUBZone , service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

c. *Representations.*

1. The offeror represents as part of its offer that it is, is not a small business concern .

2.[*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

4. Women-owned small business (WOSB) concern eligible under the WOSB Program . [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.]

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

ii. It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

5. Economically disadvantaged women-owned small business (EDWOSB) concern . [*Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.*] The offeror represents as part of its offer that-

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

ii. It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

7.[*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*] The offeror represents as part of its offer that it is, is not a service-disabled veteran- owned small business concern.

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

i. It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

ii. It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business

concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

d. *Notice.* Under [15 U.S.C.645\(d\)](#), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall -

1. Be punished by imposition of fine, imprisonment, or both;
2. Be subject to administrative remedies, including suspension and debarment ; and
3. Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-6 Notice of Total Small Business Set-Aside.

As prescribed in [19.507\(c\)](#), insert the following clause:

NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2020)

a. *Definition.* Small business concern , as used in this clause—

1. Means a concern, including its affiliates , that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation .

2. Affiliates , as used in paragraph (a)(1) of this clause, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

b. *Applicability.* This clause applies only to-

1. Contracts that have been totally set aside for small business concerns; and
2. Orders set aside for small business concerns under multiple-award contracts as described in [8.405- 5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#).

c. General.

1. Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

2. Any award resulting from this solicitation will be made to a small business concern .

(End of clause)

52.219-8 Utilization of Small Business Concerns.

As prescribed in [19.708\(a\)](#), insert the following clause:

UTILIZATION OF SMALL BUSINESS CONCERN (OCT 2018)

a. Definitions . As used in this contract —

HUBZone small business concern means a small business concern , certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern —

1. Means a small business concern -

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

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

2. Service-disabled veteran means a veteran, as defined in [38 U.S.C.101\(2\)](#), with a disability that is service- connected, as defined in [38 U.S.C.101\(16\)](#).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern , consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition , that-

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

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

ii. Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

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

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

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

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

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

b. It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency , including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women- owned small business concerns.

c. The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor 's compliance with this clause.

d.

1. The Contractor may accept a subcontractor 's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor

represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract .

2.The Contractor may accept a subcontractor 's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if-

- i. The subcontractor is registered in SAM; and
- ii. The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract .

3.The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract .

(4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor 's size or socioeconomic status.

5.The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include-

- i. HUBZone small business database search application web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm; or <http://www.sba.gov/hubzone>;
- ii. In writing to the Director/HUB, U.S. Small Business Administration, 409 3 rd Street, SW., Washington, DC 20416; or
- iii. The SBA HUBZone Help Desk at hubzone@sba.gov.

(End of clause)

52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside.

As prescribed in [19.1408](#) , insert the following clause:

Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021)

(a) *Definition.* "Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

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

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

(2) "Service-disabled veteran" means a veteran, as defined in [38 U.S.C.101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C.101\(16\)](#).

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside for service-disabled veteran-owned small business concerns;

(2) Part or parts of a multiple-award contract that have been set aside for service-disabled veteran-owned small business concerns;

(3) Orders set aside for service-disabled veteran-owned small business concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); and

(4) Orders issued directly to service-disabled veteran-owned small business concerns under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#).

(c) General.

(1) Offers are solicited only from service-disabled veteran-owned small business concerns. Offers received from concerns that are not service-disabled veteran-owned small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a service-disabled veteran-owned small business concern.

(d) A joint venture may be considered a service-disabled veteran owned small business concern if—

(1) At least one member of the joint venture is a service-disabled veteran-owned small business concern, and makes the following representations:

(i)That it is a service-disabled veteran-owned small business concern, and

(ii)That it is a small business concern under the North American Industry Classification Systems (NAICS) code assigned to the procurement;

(2) Each other concern is small under the size standard corresponding to the NAICS code assigned to the procurement;

(3) The joint venture meets the requirements of 13 CFR 121.103(h); and

(4) The joint venture meets the requirements of 13 CFR 125.15(b).

(End of clause)

52.219-14 Limitations on Subcontracting.

As prescribed in [19.507\(e\)](#), insert the following clause:

LIMITATIONS ON SUBCONTRACTING (SEP 2021)

a. This clause does not apply to the unrestricted portion of a partial set-aside.

b. *Definition.* *Similarly situated entity*, as used in this clause, means a first-tier subcontractor , including an independent contractor , that—

1. Has the same small business program status as that which qualified the prime contractor for the award (*e.g.*, for a small business set-aside contract , any small business concern , without regard to its socioeconomic status); and

2. Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract .

c. *Applicability.* This clause applies only to—

1. Contracts that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#);

2. Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in [19.000\(a\)\(3\)](#);

3. Contracts that have been awarded on a sole-source basis in accordance with subparts [19.8](#), [19.13](#), [19.14](#), and [19.15](#);

4. Orders expected to exceed the simplified acquisition threshold and that are—

i. Set aside for small business concerns under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or

ii. Issued directly to small business concerns under multiple-award contracts as described in [19.504\(c\)\(1\)\(ii\)](#);

5. Orders, regardless of dollar value, that are—

i. Set aside in accordance with subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(F\)](#); or

ii. Issued directly to concerns that qualify for the programs described in subparts [19.8](#), [19.13](#), [19.14](#), or [19.15](#) under multiple-award contracts, as described in [19.504\(c\)\(1\)\(ii\)](#); and

6. Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

d. *Independent contractors.* An independent contractor shall be considered a subcontractor .

e. *Limitations on subcontracting.* By submission of an offer and execution of a contract , the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

1. Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor 's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies , the 50 percent limitation shall apply only to the service portion of the contract ;

for contract performance, excluding the cost of materials , to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor 's 85 percent subcontract amount that cannot be exceeded; or

4. Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials , to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor 's 75 percent subcontract amount that cannot be exceeded.

f. The Contractor shall comply with the limitations on subcontracting as follows:

- For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause—By the end of the base term of the contract and then by the end of each subsequent option period;

2. For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

g. A joint venture agrees that, in the performance of the contract , the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(End of clause)

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

As prescribed in [4.2105\(b\)](#), insert the following clause:

PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

a. Definitions . As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China. Covered telecommunications equipment or services means—

1. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
2. For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3. Telecommunications or video surveillance services provided by such entities or using such equipment ;or
4. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country .

Critical technology means—

1. Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
2. Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

 - i. Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
 - ii. For reasons relating to regional stability or surreptitious listening;

3. Specially designed and prepared nuclear equipment , parts and components, materials , software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
4. Nuclear facilities, equipment , and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
5. Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
6. Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment , system, or service.

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. The Contractor is prohibited from providing to the Government 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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

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, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). 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 .

c. *Exceptions.* This clause does not prohibit contractors from providing—

1. A service that connects to the facilities of a third-party, such as backhaul , roaming , or interconnection arrangements ; or

2. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

d. Reporting requirement.

1. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer , unless elsewhere in this contract are established procedures for reporting the information ; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer (s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

2. The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

- i. Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services , and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services .

e. *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products or commercial services.

(End of clause)

52.204-26 Covered Telecommunications Equipment or Services-Representation.

As prescribed in [4.2105\(c\)](#), insert the following provision:

COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES -REPRESENTATION (OCT 2020)

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

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

c.

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

it does, does not use covered telecommunications equipment or services , or any equipment , system, or service that uses covered telecommunications equipment or services .

(End of provision)

52.216-25 Contract Definitization.

As prescribed in [16.603-4](#)(b)(3), insert the following clause:

CONTRACT DEFINITIZATION (OCT 2010)

a. A *Stand Alone* definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the

Federal Acquisition Regulation (FAR) on the date of execution of the letter contract , (2) all clauses required by law on the date of execution of the definitive contract , and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a [*insert specific type of proposal (e.g., fixed-price or cost-and-fee)*] proposal, including data other than certified cost or pricing data , and certified cost or pricing data , in accordance with FAR [15.408](#), [Table 15-2](#), supporting its proposal.

c. If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer , the Contracting Officer may , with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with [subpart 15.4](#) and [part 31](#) of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract , subject only to the Limitation of Government Liability clause.

1. After the Contracting Officer 's determination of price or fee, the contract shall be governed by-

- i. All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- ii. All clauses required by law as of the date of the Contracting Officer's determination; and
- iii. Any other clauses, terms, and conditions mutually agreed upon.

2. To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

(End of clause)

52.219-28 Post-Award Small Business Program Rerepresentation.

As prescribed in [19.309\(c\)\(1\)](#), insert the following clause:

POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (SEP 2021)

a. Definitions . As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at [52.217-8](#), Option to Extend Services, or other appropriate authority.

Small business concern —

1. Means a concern, including its affiliates , that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is “not dominant in its field of operation” when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials , processes, patents, license agreements, facilities, sales territory, and nature of business activity.

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

b. If the Contractor represented that it was any of the small business concerns identified in [19.000\(a\)\(3\)](#) prior to award of this contract , the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon

occurrence of any of the following:

1. Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract .
2. Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract .

3. For long-term contracts-

- i. Within 60 to 120 days prior to the end of the fifth year of the contract ; and
 - ii. Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- c. If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract , the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract .
- d. The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract . The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.
- e. The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract , is 500 employees if the acquisition —
1. Was set aside for small business and has a value above the simplified acquisition threshold ;
 2. Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or
 3. Was an 8(a), HUBZone , service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

f. Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor 's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this

clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

g. If the Contractor represented that it was other than a small business concern prior to award of this contract , the Contractor may , but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

h. If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract , the Contractor is required to complete the following rerepresentation and submit it to the contracting office , along with the contract number and the date on which the rerepresentation was completed:

1. The Contractor represents that it is, is not a small business concern under NAICS Code assigned to contract number .

2.[*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

3.[*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it is, is not a women-owned small business concern .

4. Women-owned small business (WOSB) concern eligible under the WOSB Program . [*Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.*] The Contractor represents that—

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

ii. It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

5. Economically disadvantaged women-owned small business (EDWOSB) concern .[*Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.*] The Contractor represents that—

- i. It is, is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- ii. It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. *[The Contractor shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .]* Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

6.[*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that it is, is not a veteran-owned small business concern .

7.[*Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.*] The Contractor represents that it is, is not a service-disabled veteran-owned small business concern .

8.[*Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.*] The Contractor represents that—

- i. It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and
- ii. It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business *the HUBZone small business concerns participating in the HUBZone joint venture: .]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

52.222-1 Notice to the Government of Labor Disputes.

As prescribed in [22.103-5](#)(a), insert the following clause:

NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract , the Contractor shall immediately give notice, including all relevant information , to the Contracting Officer .

(End of clause)

52.222-3 Convict Labor.

As prescribed in [22.202](#) , insert the following clause:

CONVICT LABOR (JUNE 2003)

a. Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

b. The Contractor is not prohibited from employing persons-

1. On parole or probation to work at paid employment during the term of their sentence;

2. Who have been pardoned or who have served their terms; or

3. Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if-

i. The worker is paid or is in an approved work training program on a voluntary basis;

ii. Representatives of local union central bodies or similar labor union organizations have been consulted;

iii. Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

iv. The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

v. The Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended

(End of clause)

52.222-4 Contract Work Hours and Safety Standards -Overtime Compensation.

As prescribed in [22.305](#) , insert the following clause:

CONTRACT WORK HOURS AND SAFETY STANDARDS-OVERTIME COMPENSATION (MAY 2018)

Federal Acquisition Regulation [22.300](#)) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

b. *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition,

the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate specified at 29 CFR [5.5\(b\)\(2\)](#) per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at [40 U.S.C. chapter 37](#)). In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 ([28 U.S.C. 2461 Note](#)), the Department of Labor adjusts this civil monetary penalty for inflation no later than January 15 each year.

c. *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to

satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute

d. Payrolls and basic records.

1. The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee , social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made , and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR [5.5\(a\)\(3\)](#) implementing the Construction Wage Rate Requirements statute.

2.The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause.

The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

e. *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-21 Prohibition of Segregated Facilities.

As prescribed in [22.810\(a\)\(1\)](#), insert the following clause:

PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

a. Definitions . As used in this clause

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Segregated facilities , means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation , gender identity , or national origin because of written or oral policies or employee custom. The term does not include separate or single- user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

b. The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract .

c. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract .

(End of clause)

52.222-26 Equal Opportunity.

As prescribed in [22.810\(e\)](#), insert the following clause:

EQUAL OPPORTUNITY (SEPT 2016)

a. Definition . As used in this clause.

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor 's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements;

and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions mean the fundamental job duties of the employment position an individual holds. A job function may be considered essential if-

1. The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or
2. The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at
http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

b.

1. If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States . Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

2. If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor 's activities (41 CFR 60-1.5).

c.

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity , or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near

an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

2. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity , or national origin. This shall include, but not be limited to-

- i.Employment;
- ii.Upgrading;
- iii.Demotion;
- iv.Transfer;
- v.Recruitment or recruitment advertising;
- vi.Layoff or termination;
- vii.Rates of pay or other forms of compensation; and
- viii.Selection for training, including apprenticeship.

3. The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

4. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor , state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation , gender identity , or national origin.

5.

- i. The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee 's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information , unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor 's legal duty to furnish information .
- ii. The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs

(OFCCP), to employees and applicants by-

- A. Incorporation into existing employee manuals or handbooks; and
 - B. Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.
6. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
7. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
8. The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
9. The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
10. If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed, and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
11. The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
12. The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States

to enter into the litigation to protect the interests of the United States.

d. Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.

(End of clause)

52.222-35 Equal Opportunity for Veterans.

As prescribed in [22.1310\(a\)\(1\)](#), insert the following clause:

EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

a. Definitions . As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) [22.1301](#).

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

c. Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303\(a\)](#) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-36 Equal Opportunity for Workers with Disabilities.

As prescribed in [22.1408\(a\)](#), insert the following clause:

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

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

b. Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order more than the threshold specified in Federal Acquisition Regulation (FAR) [22.1408\(a\)](#) on the date

of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.222-37 Employment Reports on Veterans.

As prescribed in [22.1310\(b\)](#), insert the following clause:

EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

a. Definitions . As used in this clause, "active-duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR) [22.1301](#).

b. Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

1. The total number of employees in the contractor 's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active-duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

2.The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active-duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

3.The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

c. The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).

d. The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

e. The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date-

1. As of the end of any pay period between July 1 and August 31 of the year the report is due; or

2.As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1

(Standard Form 100).

f. The number of veterans reported must be based on data known to the contractor when completing the VETS- 4212. The contractor 's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor . This paragraph does not relieve an employer of liability for discrimination under [38 U.S.C.4212](#).

g. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act.

As prescribed in [22.1605](#) , insert the following clause:

NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

a.During the term of this contract , the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract , including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR471.2 (d) and (f).

1. Physical posting of the employee notice shall be in conspicuous places in and about the Contractor 's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract .

2.If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any website that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's website that contains the full text of the poster. The link to the Department's website, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

b. This required employee notice, printed by the Department of Labor, may be-

U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor–Management Standards or Office of Federal Contract Compliance Programs;

2.Provided by the Federal contracting agency if requested;

3. Downloaded from the Office of Labor–Management Standards Web site at <http://www.dol.gov/olmsregs/compliance/EO13496.htm>; or
4. Reproduced and used as exact duplicate copies of the Department of Labor’s official poster.
 - c. The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.
 - d. The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.
 - d. of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart [9.4](#). Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

1. The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States , unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor .
2. The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.
3. The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance .
4. However, if the Contractor becomes involved in litigation with a subcontractor , or is threatened with such involvement, as a result of such direction, the Contractor may request the United States , through the Secretary of Labor, to enter into such litigation to protect the interests of the United States .

(End of clause)

52.222-43 Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts).

As prescribed in [22.1006\(c\)\(1\)](#), insert the following clause:

FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

- a. This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- b. The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

c. The wage determination, issued under the Service Contract Labor Standards statute, ([41 U.S.C. chapter 67](#)), by the Administrator, Wage and Hour *Division*, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract . If no such determination has been made applicable to this contract , then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of1938, as amended, ([29 U.S.C. 206](#)) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract .

d. The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor 's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

1. The Department of Labor wage determination applicable on the anniversary date of the multiple year contract , or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

2. An increased or decreased wage determination otherwise applied to the contract by operation of law; or

3. An amendment to the Fair Labor Standards Act of1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

e. Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance , but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

f. The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer . The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time -and- materials or labor-hour contract), and any relevant supporting data , including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing . The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

g. The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract .

(End of clause)

52.222-50 Combating Trafficking in Persons.

As prescribed in [22.1705\(a\)\(1\)](#), insert the following clause:

COMBATING TRAFFICKING IN PERSONS (NOV 2021)

a.Definitions . As used in this clause-

Agent means any individual , including a director, an officer, an employee , or an independent contractor , authorized to act on behalf of the organization.

Coercion means-

1. Threats of serious harm to or physical restraint against any person ;
2. Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person ; or
- 3.The abuse or threatened abuse of the legal process.

Commercial sex act means any sex act on account of which anything of value is given to or received by any person .

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

1. Means any item of supply (including construction material) 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, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- 2.Does not include bulk cargo, as defined in [46 U.S.C. 40102\(4\)](#), such as agricultural products and petroleum products .

Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

Forced Labor means knowingly providing or obtaining the labor or services of a person -

1. By threats of serious harm to, or physical restraint against, that person or another person ;
2. By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
3. By means of the abuse or threatened abuse of law or the legal process.

Involuntary servitude includes a condition of servitude induced by means of-

1. Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
2. The abuse or threatened abuse of the legal process.

Recruitment fees means fees of any type, including charges, costs, assessments, or other financial obligations, that are associated with the recruiting process, regardless of the time , manner, or location of imposition or collection of the fee.

1. Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

- i. Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
- ii. Advertising
- iii. Obtaining permanent or temporary labor certification, including any associated fees;
- iv. Processing applications and petitions;
- v. Acquiring visas, including any associated fees;
- vi. Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
- vii. Accessing the job opportunity, including required medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
- viii. An employer's recruiters, agents or attorneys, or other notary or legal fees;
- ix. Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
- x. Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;

xi. Transportation and subsistence costs-

- A. While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
- B. From the airport or disembarkation point to the worksite;

xii. Security deposits, bonds, and insurance ; and

xiii. Equipment charges.

2. A recruitment fee, as described in the introductory text of this definition , is a recruitment fee, regardless of whether the payment is-

i.Paid in property or money;

ii.Deducted from wages;

iii. Paid back in wage or benefit concessions;

iv. Paid back as a kickback , bribe, in-kind payment, free labor, tip, or tribute; or

v. Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-

A.Agents;

B. Labor brokers;

C. Recruiters;

D. Staffing firms (including private employment and placement firms);

E. Subsidiaries/affiliates of the employer;

F. Any agent or employee of such entities; and

G. Subcontractors at all tiers.

Severe forms of trafficking in persons means-

1. Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion , or in which the person induced to perform such act has not attained 18 years of age; or

2.The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude , peonage, debt bondage , or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act .

Subcontract means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract .

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

United States means the 50 States, the District of Columbia, and outlying areas .

b. *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

1. Engage in severe forms of trafficking in persons during the period of performance of the contract ;

2. Procure commercial sex acts during the period of performance of the contract ;

3. Use forced labor in the performance of the contract ;

4. Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee 's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;

5.

i. Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee , basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant costs to be charged to the employee or potential employee , and, if applicable, the hazardous nature of the work;

ii. Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;

6. Charge employees or potential employees recruitment fees ;

i. Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

A. For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for

portions of contracts performed outside the United States); or

B. For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract , if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

ii. The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

A.Legally permitted to remain in the country of employment and who chooses to do so; or

B. Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

iii. The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

8. Provide or arrange housing that fails to meet the host country housing and safety standards; or

9.If required by law or contract , fail to provide an employment contract , recruitment agreement, or other required work document in writing . Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee 's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees , work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

c. *Contractor requirements.* The Contractor shall -

1. Notify its employees and agents of-

i. The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

ii. The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract , reduction in benefits, or termination of employment; and

2. Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

d. *Notification.*

1. The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

- i. Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee , subcontractor , subcontractor employee , or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also [18 U.S.C. 1351](#), Fraud in Foreign Labor Contracting , and [52.203-13](#)(b)(3)(i)(A), if that clause is included in the solicitation or contract , which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and
 - ii. Any actions taken against a Contractor employee , subcontractor , subcontractor employee , or their agent pursuant to this clause.
- 2.If the allegation may be associated with more than one contract , the Contractor shall inform the contracting officer for the contract with the highest dollar value.

e. *Remedies.* In addition to other remedies available to the Government, the Contractor 's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

1. Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract ;
- 2.Requiring the Contractor to terminate a subcontract ;
- 3.Suspension of contract payments until the Contractor has taken appropriate remedial action;
- 4.Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- 5.Declining to exercise available options under the contract ;
- 6.Termination of the contract for default or cause, in accordance with the termination clause of this contract ; or
- 7.Suspension or debarment .

f. *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

1. *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- 2.*Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

g. Full cooperation .

1. The Contractor shall , at a minimum-

- i. Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
- ii. Provide timely and complete responses to Government auditors' and investigators' requests for documents;
- iii. Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 ([22 U.S.C. chapter 78](#)), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor ; and
- iv. Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

2.The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract . It does not-

- i. Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
- ii. Require any officer, director, owner, employee , or agent of the Contractor , including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
- iii. Restrict the Contractor from-

A.Conducting an internal investigation; or

B. Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

h. *Compliance plan.*

1. This paragraph (h) applies to any portion of the contract that-

- i.Is for supplies , other than commercially available off-the-shelf items, acquired outside the United States , or services to be performed outside the United States ; and
- ii.Has an estimated value that exceeds \$550,000.

2. The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-

- i. To the size and complexity of the contract ; and
- ii. To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

3. *Minimum requirements.* The compliance plan must include, at a minimum, the following:

- i. An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State 's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.
- ii. A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.
- iii. A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employees or potential employees and ensures that wages meet applicable host-country legal requirements or explains any variance.
- iv. A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
- v. Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

4. *Posting.*

- i. The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor 's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing .
- ii. The Contractor shall provide the compliance plan to the Contracting Officer upon request.

5. *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

i. It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent , subcontract or subcontractor employee engaging in prohibited activities; and

ii. After having conducted due diligence, either-

A. To the best of the Contractor 's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

B. If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) *Subcontracts.*

1. The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

i. Is for supplies , other than commercially available off-the-shelf items, acquired outside the United States , or services to be performed outside the United States ; and

ii. Has an estimated value that exceeds \$550,000.

2.If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(End of clause)

52.222-54 Employment Eligibility Verification.

As prescribed in [22.1803](#) , Insert the following clause:

EMPLOYMENT ELIGIBILITY VERIFICATION (NOV 2021)

1. Definitions . As used in this clause- Commercially available off-the-shelf (COTS) item — 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 [22.1803](#). 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 shall -
 - 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 shall use E-Verify to initiate verification of employment eligibility of-
 - i. *All new employees.*

A. *Enrolled 90 calendar days or more.* The Contractor shall 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

Federal Contractor in E-Verify, the Contractor shall 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

the Contractor shall 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 shall 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 shall 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 shall comply, for the period of performance of this contract , with the requirements of the E-Verify program MOU.

(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 suspension or debarment official.

ii.During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor , 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: <http://www.dhs.gov/E-Verify>.

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 shall 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)

52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026.

As prescribed in [22.1906](#) , insert the following clause:

MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)

a. Definitions . As used in this clause—

United States means the 50 states, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, and the outer Continental Shelf as defined in the Outer Continental Shelf Lands Act (43 U.S.C. 1331, *et seq.*).

Worker –

- i. Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 14026, and—
 - ([29 U.S.C. chapter 8](#)), the Service Contract Labor Standards statute ([41 U.S.C. chapter 67](#)), or the Wage Rate Requirements (Construction) statute ([40 U.S.C. chapter 31](#), subchapter IV);
 - B. Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and
 - C. Regardless of the contractual relationship alleged to exist between the individual and the employer.
- ii. Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(c\)](#).
- iii. Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

- i. A worker performs *on* a contract if the worker directly performs the specific services called for by the contract; and
 - ii. A worker performs *in connection* with a contract if the worker 's work activities are necessary to the performance of a contract but are not the specific services called for by the contract.
- b. Executive Order Minimum wage rate.
- 1. The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of \$15.00 per hour beginning January 30, 2022.
 - 2. The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2023, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on <https://www.sam.gov> (or any successor website), and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.
 - 3.

i. The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance but will not otherwise include any amount for general and administrative costs, overhead, or profit.

ii. Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.

iii. The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

4. The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

5. A pay period under this clause may not be longer than semi-monthly but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

6. The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 23.230, Deductions.

7. The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

8. Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance or any applicable contract establishing a minimum wage higher than the E.O. 14026 minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

9. The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

10. The Contractor shall follow the policies and procedures in 29 CFR 23.240(b) and 23.280 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

c.

1. This clause applies to workers as defined in paragraph (a). As provided in that definition –
 - i. Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker.
 - ii. Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(c\)](#) are covered; and
 - iii. Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

This clause does not apply to–

- i. Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract , and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;
- ii. Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. 213\(a\)](#) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to-
 - A. Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(a\)](#) ;
 - B. Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. 214\(b\)](#) ; and
 - C. Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. 213\(a\)\(1\)](#) and 29 CFR part 541).

d. Notice. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the
the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/agencies/whd/government-contracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

e. Payroll Records.

1. The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- i.Name, address, and social security number;
- ii.The worker 's occupation(s) or classification(s);
- iii.The rate or rates of wages paid;
- iv.The number of daily and weekly hours worked by each worker;
- v.Any deductions made ; and
- vi.Total wages paid.

2.The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

3.The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

4.Failure to comply with this paragraph (e) shall be a violation of 29 CFR 23.260 and this contract. Upon direction of the Administrator or upon the Contracting Officer 's own action, payment shall be withheld until such time as the noncompliance is corrected.

5.Nothing in this clause limits or otherwise modifies the Contractor 's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

f. Access. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

g. Withholding. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other Federal contract with the same Contractor , sufficient to pay workers the full amount of wages required by this clause.

h. Disputes. Department of Labor has set forth in 29 CFR 23.510, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor 's compliance with Department of Labor regulations at 29 CFR part 23. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their

representatives.

any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

j. Subcontractor compliance. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

k. Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States .

(End of clause)

52.222-62 Paid Sick Leave Under Executive Order 13706.

As prescribed at [22.2110](#) , insert the following clause:

PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)

(a) Definitions . As used in this clause (in accordance with 29 CFR [13.2](#))-

Child , "domestic partner", and "domestic violence" have the meaning given in 29 CFR [13.2](#).

Employee – (1)

i. Means any person engaged in performing work on or in connection with a contract covered by Executive Order (E.O.) 13706; and

A. Whose wages under such contract are governed by the Service Contract Labor Standards statute ([41 U.S.C. chapter 67](#)), the Wage Rate Requirements (Construction) statute ([40 U.S.C. chapter 31, subchapter IV](#)), or the Fair Labor Standards Act (29 U.S.C. chapter 8);

B. Including employees who qualify for an exemption from the Fair Labor Standards Act's minimum wage and overtime provisions;

C. Regardless of the contractual relationship alleged to exist between the individual and the employer; and

(ii) Includes any person performing work on or in connection with the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(2)

- i. An employee performs "on" a contract if the employee directly performs the specific services called for by the contract ; and
- ii. An employee performs "in connection with" a contract if the employee 's work activities are necessary to the performance of a contract but are not the specific services called for by the contract .

Individual *related by blood or affinity whose close association with the employee is the equivalent of a family relationship* has the meaning given in 29 CFR [13.2](#).

Multiemployer plan means a plan to which more than one employer is required to contribute and which is maintained pursuant to one or more collective bargaining agreements between one or more employee organizations and more than one employer.

Paid sick leave means compensated absence from employment that is required by E.O. 13706 and 29 CFR Part 13.

Parent , "sexual assault", "spouse", and "stalking" have the meaning given in 29 CFR [13.2](#).

United States means the 50 States and the District of Columbia.

b. Executive Order 13706.

1. This contract is subject to E.O. 13706 and the regulations issued by the Secretary of Labor in 29 CFR Part 13 pursuant to the E.O.

2.If this contract is not performed wholly within the United States , this clause only applies with respect to that part of the contract that is performed within the United States.

c. Paid sick leave . The Contractor shall -

1. Permit each employee engaged in performing work on or in connection with this contract to earn not less than 1 hour of paid sick leave for every 30 hours worked;

2.Allow accrual and use of paid sick leave as required by E.O. 13706 and 29 CFR Part 13;

3.Comply with the accrual, use, and other requirements set forth in 29 CFR [13.5](#) and 13.6, which are incorporated by reference in this contract ;

4.Provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account;

5. Provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken; and

6. Be responsible for the compliance by any subcontractor with the requirements of E.O. 13706, 29 CFR Part 13, and this clause.

d. Contractors may fulfill their obligations under E.O. 13706 and 29 CFR Part 13 jointly with other contractors through a multiemployer plan , or may fulfill their obligations through an individual fund, plan, or program (see 29 CFR 13.8).

e. *Withholding.* The Contracting Officer will, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this or any other Federal contract with the same Contractor , so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of

1. Any pay and/or benefits denied or lost by reason of the violation;

2. Other actual monetary losses sustained as a direct result of the violation; and

3. Liquidated damages.

f. Payment suspension /contract termination/contractor debarment .

1. In the event of a failure to comply with E.O. 13706, 29 CFR Part 13, or this clause, the contracting agency may , on its own action or after authorization or by direction of the Department of Labor and written notification to

the Contractor take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

2. Any failure to comply with the requirements of this clause may be grounds for termination for default or cause.

3. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

g. The paid sick leave required by E.O. 13706, 29 CFR Part 13, and this clause is in addition to the Contractor 's obligations under the Service Contract Labor Standards statute and Wage Rate Requirements (Construction) statute, and the Contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of E.O. 13706 and 29 CFR Part 13.

h. Nothing in E.O. 13706 or 29 CFR Part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining

agreement requiring greater paid sick leave or leave rights than those established under E.O. 13706 and 29 CFR Part 13.

i. Recordkeeping.

1. The Contractor shall make and maintain, for no less than three (3) years from the completion of the work on the contract , records containing the following information for each employee , which the Contractor shall make available upon request for inspection , copying, and transcription by authorized representatives of the Administrator of the Wage and Hour Division of the Department of Labor:

i.Name, address, and social security number of each employee .

ii.The employee 's occupation(s) or classification(s).

iii. The rate or rates of wages paid (including all pay and benefits provided).

iv.The number of daily and weekly hours worked.

v.Any deductions made .

vi.The total wages paid (including all pay and benefits provided) each pay period.

vii.A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR [13.5\(a\)\(2\)](#).

viii.A copy of employees' requests to use paid sick leave , if in writing , or, if not in writing , any other records reflecting such employee requests.

ix.Dates and amounts of paid sick leave taken by employees (unless the Contractor 's paid time off policy satisfies the requirements of E.O. 13706 and 29 CFR Part 13 as described in 29 CFR [13.5\(f\)\(5\)](#), leave shall be designated in records as paid sick leave pursuant to E.O. 13706).

x.A copy of any written responses to employees' requests to use paid sick leave , including explanations for any denials of such requests, as required under 29 CFR [13.5\(d\)\(3\)](#).

xi. Any records reflecting the certification and documentation the Contractor may require an employee to provide under 29 CFR [13.5\(e\)](#), including copies of any certification or documentation provided by an employee .

xii. Any other records showing any tracking of or calculations related to an employee 's accrual or use of paid sick leave .

xiii. The relevant contract .

xiv. The regular pay and benefits provided to an employee for each use of paid sick leave .

xv. Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR [13.5\(b\)\(5\)](#), to relieve the Contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR [13.5\(b\)\(4\)](#).

2.

i. If the Contractor wishes to distinguish between an employee 's covered and noncovered work, the Contractor shall keep records or other proof reflecting such distinctions. Only if the Contractor adequately segregates the employee 's time will time spent on noncovered work be excluded from hours worked counted toward the accrual of paid sick leave . Similarly, only if the Contractor adequately segregates

the employee 's time may the Contractor properly refuse an employee 's request to use paid sick leave on the ground that the employee was scheduled to perform noncovered work during the time he or she asked to use paid sick leave .

ii. If the Contractor estimates covered hours worked by an employee who performs work in connection with contracts covered by the E.O. pursuant to 29 CFR [13.5\(a\)\(i\)](#) or [\(iii\)](#), the Contractor shall keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the Contractor relies on an estimate that is reasonable and based on verifiable information will an employee 's time spent in connection with noncovered work be excluded from hours worked counted toward the accrual of paid sick leave . If the Contractor estimates the amount of time an employee spends performing in connection with contracts covered by the E.O., the Contractor shall permit the employee to use his or her paid sick leave during any work time for the Contractor .

3. In the event the Contractor is not obligated by the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, or the Fair Labor Standards Act to keep records of an employee 's hours worked, such as because the employee is exempt from the Fair Labor Standards Act's minimum wage and overtime requirements, and the Contractor chooses to use the assumption permitted by 29 CFR [13.5\(a\)\(1\)\(iii\)](#), the Contractor is excused from the requirement in paragraph (i)(1)(iv) of this clause and 29 CFR 13.25(a)(4) to keep records of the employee 's number of daily and weekly hours worked.

4.

other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

ii. If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause , the records and documents shall also be maintained in compliance with the confidentiality requirements

of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

iii. The Contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR [13.5\(c\)\(1\)\(iv\)](#) (as described in 29 CFR [13.5\(e\)\(1\)\(ii\)](#)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

5. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

6. Nothing in this contract clause limits or otherwise modifies the Contractor's recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, the Family and Medical Leave Act, E.O. 14026, their respective implementing regulations, or any other applicable law.

j. Interference/discrimination.

1. The Contractor shall not in any manner interfere with an employee's accrual or use of paid sick leave as required by E.O. 13706 or 29 CFR Part 13. Interference includes, but is not limited to-

i. Miscalculating the amount of paid sick leave an employee has accrued;

ii. Denying or unreasonably delaying a response to a proper request to use paid sick leave ;

iii. Discouraging an employee from using paid sick leave ;

iv. Reducing an employee's accrued paid sick leave by more than the amount of such leave used;

v. Transferring an employee to work on contracts not covered by the E.O. to prevent the accrual or use of paid sick leave ;

vi. Disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave ; or

vii. Making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the Contractor's operational needs.

2. The Contractor shall not discharge or in any other manner discriminate against any employee for-

i. Using, or attempting to use, paid sick leave as provided for under E.O. 13706 and 29 CFR Part 13;

ii. Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under E.O. 13706 and 29 CFR Part 13;

iii. Cooperating in any investigation or testifying in any proceeding under E.O. 13706 and 29 CFR Part 13; or

iv. Informing any other person about his or her rights under E.O. 13706 and 29 CFR Part 13.

k. *Notice.* The Contractor shall notify all employees performing work on or in connection with a contract covered by the E.O. of the paid sick leave requirements of E.O. 13706, 29 CFR Part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any website that is maintained by the Contractor , whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

l. *Disputes concerning labor standards.* Disputes related to the application of E.O. 13706 to this contract shall not be subject to the general disputes clause of the contract . Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Part 13. Disputes within the meaning of this contract clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency , the Department of Labor, or the employees or their representatives.

m. *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (m), in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States .

(End of clause)

52.223-6 Drug-Free Workplace.

As prescribed in [23.505](#) , insert the following clause:

DRUG-FREE WORKPLACE (MAY 2001)

a.Definitions . As used in this clause-

Controlled substance means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act ([21 U.S.C.812](#)) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance .

Drug-free workplace means the site(s) for the performance of work done by the Contractor in connection with a specific contract where employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance .

Employee means an employee of a Contractor directly engaged in the performance of work under a Government contract . "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

Individual means an offeror /contractor that has no more than one employee including the offeror /contractor .

b. The Contractor , if other than an individual , shall -within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration-

1. Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor 's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2. Establish an ongoing drug-free awareness program to inform such employees about-

i. The dangers of drug abuse in the workplace;

ii. The Contractor 's policy of maintaining a drug-free workplace ;

iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Provide all employees engaged in performance of the contract with a copy of the statement required by paragraph (b)(1) of this clause;

4. Notify such employees in writing in the statement required by paragraph (b)(1) of this clause that, as a condition of continued employment on this contract , the employee will-

i. Abide by the terms of the statement; and

ii. Notify the employer in writing of the employee 's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction ;

5. Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction . The notice shall include the position title of the employee ;

6. Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction , take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

i. Taking appropriate personnel action against such employee , up to and including termination; or

ii. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State , or local health, law enforcement, or other appropriate agency ; and

7. Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (b)(1) through (b)(6) of this clause.

c. The Contractor , if an individual , agrees by award of the contract or acceptance of a purchase order , not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract .

d. In addition to other remedies available to the Government, the Contractor 's failure to comply with the requirements of paragraph (b) or (c) of this clause may , pursuant to FAR [23.506](#), render the Contractor subject to suspension of contract payments, termination of the contract or default, and suspension or debarment .

(End of clause)

52.224-1 Privacy Act Notification.

As prescribed in [24.104](#) , insert the following clause in solicitations and contracts, when the design, development, or operation of a system of records on individuals is required to accomplish an agency function:

PRIVACY ACT NOTIFICATION (APR 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of1974, Public Law93-579, December 31,1974 ([5 U.S.C.552a](#)) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

52.224-2 Privacy Act.

As prescribed in [24.104](#) , insert the following clause in solicitations and contracts, when the design, development, or operation of a system of records on individuals is required to accomplish an agency function:

PRIVACY ACT (APR 1984)

a.The Contractor agrees to-

1. Comply with the Privacy Act of1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies-

i. The systems of records; and

- ii. The design, development, or operation work that the contractor is to perform;
 - 2. Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation , when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
 - 3. Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.
- b. In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency . (c)
- 1. "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
 - 2. "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency , including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person 's name, or the identifying number, symbol, or other identifying particular assigned to the individual , such as a fingerprint or voiceprint or a photograph.
 - 3."System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual .

(End of clause)

52.224-3 Privacy Training.

As prescribed in [24.302](#) , insert the following clause:

PRIVACY TRAINING (JAN 2017)

- a.Definition . As used in this clause, "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 . (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

b. The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who-

1. Have access to a system of records;

2. Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency ; or

3. Design, develop, maintain, or operate a system of records (see also FAR subpart [24.3](#) and [39.105](#)).

c.

1. "Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover-

i. The provisions of the Privacy Act of 1974 ([5 U.S.C. 552a](#)), including penalties for violations of the Act;

ii. The appropriate handling and safeguarding of personally identifiable information ;

iii. The authorized and official use of a system of records or any other personally identifiable information ;

iv. The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information ;

v. The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information ; and

vi. The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

2. Completion of an agency -developed or agency -conducted training course shall be deemed to satisfy these elements.

d. The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer .

e. The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information , or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

f. The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract , when subcontractor employees will-

1. Have access to a system of records;
- 2.Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information ; or
- 3.Design, develop, maintain, or operate a system of records.

(End of clause)

52.225-13 Restrictions on Certain Foreign Purchases.

As prescribed in [25.1103](#) (a)(, insert the following clause:

RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)

a.Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract , any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR ChapterV, would prohibit such a transaction by a person subject to the jurisdiction of the United States .

b. Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas . Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons

at <https://home.treasury.gov/policy-issues/financial-sanctions/specially-designated-nationals-and-blocked-persons-list- sdn-human-readable-lists>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR ChapterV and/or on OFAC's website at <https://home.treasury.gov/policy-issues/office-of- foreign-assets-control-sanctions-programs-and-information>.

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

(End of clause)

52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications.

As prescribed at [25.1103](#)(e), insert the following provision:

PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN—REPRESENTATION AND CERTIFICATIONS (JUN 2020)

1. Definitions . As used in this provision- Person —Means
 - i.A natural person ;
 - ii.A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
 - iii.Any successor to any entity described in paragraph (1)(ii) of this definition ; and
 - 2.Does not include a government or governmental entity that is not operating as a business enterprise.
- Sensitive technology -
1. Means hardware, software, telecommunications equipment , or any other technology that is to be used specifically-
 - i. To restrict the free flow of unbiased information in Iran; or
 - ii. To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
 - 2.Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).
- b. The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
- c. Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with Federal Acquisition Regulation (FAR) [25.703-4](#), by submission of its offer , the offeror
-
1. Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;
 - 2.Certifies that the offeror , or any person owned or controlled by the offeror , does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and
 - 3.Certifies that the offeror , and any person owned or controlled by the offeror , does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates , the property and interests in property of which

are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

d. *Exception for trade agreements.* The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

1. This solicitation includes a trade agreements notice or certification (e.g., [52.225-4](#), [52.225-6](#), [52.225-12](#), [52.225-24](#), or comparable agency provision); and

2. The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material .

(End of provision)

52.232-9 Limitation on Withholding of Payments.

As prescribed in [32.111](#)(b)(2), insert a clause substantially as follows , appropriately modified with respect to payment due dates in accordance with agency regulations, in solicitations and contracts when a supply contract , service contract , time -and-materials contract , labor-hour contract , or research and development contract is contemplated that includes two or more terms authorizing the temporary withholding of amounts otherwise payable to the contractor for supplies delivered or services performed:

LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time ; *provided*, that this limitation shall not apply to-

- a. Withholdings pursuant to any clause relating to wages or hours of employees;
- b. Withholdings not specifically provided for by this contract ;
- c. The recovery of overpayments; and
- d. Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of Clause)

52.232-25 Prompt Payment.

As prescribed in [32.908\(c\)](#), insert the following clause:

PROMPT PAYMENT (JAN 2017)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections [2.101](#), [32.001](#), and [32.902](#) of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments-

(1) Due date.

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30 thday after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30 thday after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30 thday after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments.

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are-

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 ([7 U.S.C.182\(3\)](#)), and as further defined in Pub.L.98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7 thday after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 ([16 U.S.C.4003\(3\)](#)), as close as possible to, but not later than, the 7 thday after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 ([7 U.S.C.499a\(4\)](#)), as close as possible to, but not later than, the 10 thday after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 ([7 U.S.C.4502\(e\)](#)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10 thday after the date on which a proper invoice has been received. Liquid milk, cheese, certain

processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (*e.g.*, periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (*e.g.*, shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

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

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

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

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (*e.g.*, [52.232-38](#), Submission of Electronic Funds Transfer Information with Offer), contract clause (*e.g.*, [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management, or [52.232-34](#), Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

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

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7 thday (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. 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.

(ii) The prompt payment regulations at 5 CFR1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR [52.233-1](#), Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(7) Additional interest penalty.

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if-

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)

(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall-

- (1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;
- (2) Attach a copy of the invoice on which the unpaid late payment interest is due; and
- (3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible-

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at [52.213-1](#), Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall-

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

- (i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (ii) Affected contract number and delivery order number if applicable;
- (iii) Affected line item or subline item, if applicable; and
- (iv) Contractor point of contact.

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

(End of clause)

52.232-39**Unenforceability of Unauthorized Obligations.** A

described

in [32.706-3](#) ,

insert the following clause:

UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

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

1. Any such clause is unenforceable against the Government.

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

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

b. Paragraph (a) 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.

(End of clause)

52.232-40 Providing Accelerated Payments to Small Business Subcontractors.

As prescribed in [32.009-2](#) , insert the following clause:

PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)

a. Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract , to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract , after receipt of a proper invoice and all other required documentation from the small business subcontractor .

b. The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

c. Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

52.233-1 Disputes.

As prescribed in [33.215](#) , insert the following clause:

DISPUTES (MAY 2014)

- a. This contract is subject to [41 U.S.C chapter 71](#), Contract Disputes.
- b. Except as provided in [41 U.S.C chapter 71](#), all disputes arising under or relating to this contract shall be resolved under this clause.
- c. "Claim , " as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract . However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under [41 U.S.C chapter 71](#) until certified. A voucher, invoice , or other routine request for payment that is not in dispute when submitted is not a claim under [41 U.S.C chapter 71](#). The submission may be converted to a claim under [41 U.S.C chapter 71](#), by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time .
- d.
- i. A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract , submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer .
 - (2)
 - i. The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
 - ii. The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim .
 - iii. The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am authorized to certify the claim on behalf of the Contractor ."
 - (3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim .

e. For Contractor claims of \$100,000 or less, the Contracting Officer must , if requested in writing by the Contractor , render a decision within 60 days of the request. For Contractor -certified claims over \$100,000, the Contracting Officer must , within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made .

f. The Contracting Officer 's decision shall be final unless the Contractor appeals or files a suit as provided in [41 U.S.C chapter 71](#).

g. If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor , the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer , in writing , of the Contractor 's specific reasons for rejecting the offer .

h. The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in

FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim . Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim .

i. The Contractor shall proceed diligently with performance of this contract , pending final resolution of any request for relief, claim , appeal, or action arising under the contract , and comply with any decision of the Contracting Officer .

(End of clause)

52.233-2 Service of Protest.

As prescribed in [33.106](#) , insert the following provision:

SERVICE OF PROTEST (SEPT 2006)

a. Protests, as defined in section [33.101](#) of the Federal Acquisition Regulation, that are filed directly with an agency , and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer, Emily Lindsey at emily.lindsey@gsa.gov by obtaining written and dated acknowledgment of receipt from Emily Lindsey, Contracting Officer.

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

(End of provision)

52.203-3 Gratuities.

As prescribed in [3.202](#) , insert the following clause:

GRATUITIES (APR 1984)

a.The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor , its agent , or another representative-

1. Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- 2.Intended, by the gratuity, to obtain a contract or favorable treatment under a contract .
 - b. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
 - c. If this contract is terminated under paragraph (a) of this clause, the Government is entitled-

1. To pursue the same remedies as in a breach of the contract ; and

2.In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This paragraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

d. The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract .

(End of clause)

52.243-7 Notification of Changes.

As prescribed in [43.107](#) , insert the following clause:

NOTIFICATION OF CHANGES (JAN 2017)

a.Definitions . "Contracting Officer ," as used in this clause, does not include any representative of the Contracting Officer .

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

b. *Notice.* The primary purpose of this clause is to obtain prompt reporting of Government conduct that

the Contractor considers to constitute a change to this contract . Except for changes identified as such in writing and signed by the Contracting Officer , the Contractor shall notify the Administrative Contracting Officer in writing promptly, within (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor , the notice shall state -

1. The date, nature, and circumstances of the conduct regarded as a change;
2. The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
3. The identification of any documents and the substance of any oral communication involved in such conduct;
4. In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
5. The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - i.What line items have been or may be affected by the alleged change;
 - ii.What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - iii.To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - iv.What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
6. The Contractor 's estimate of the time by which the Government must respond to the Contractor 's notice to minimize cost, delay or disruption of performance.

c. *Continued performance.* Following submission of the notice required by paragraph (b) of this clause,

the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor , unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer , in either of which events

the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting

Officer . The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

d. *Government response.* The Contracting Officer shall promptly, within (to be negotiated) calendar days after receipt of notice, respond to the notice in writing . In responding, the Contracting Officer shall either-

1. Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

2. Countermand any communication regarded as a change;

3. Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

4. In the event the Contractor 's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

e. Equitable adjustments.

1. If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor , and the conduct causes an increase or decrease in the Contractor 's cost of, or the time required for, performance of any part of the work under this contract , whether changed or not changed by such conduct, an equitable adjustment shall be made -

i. In the contract price or delivery schedule or both; and

ii. In such other provisions of the contract as may be affected.

2. The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective

drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect . When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property . The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor 's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.246-25 Limitation of Liability-Services.

As prescribed in [46.805](#) , insert the following clause:

LIMITATION OF LIABILITY-SERVICES (FEB 1997)

a.Except as provided in paragraphs (b) and (c) of this clause, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that-

1. Occurs after Government acceptance of services performed under this contract ; and
- 2.Results from any defects or deficiencies in the services performed or materials furnished.

b. The limitation of liability under paragraph (a) of this clause shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel . The term "Contractor's managerial personnel , " as used in this clause, means the Contractor 's directors, officers, and any of the Contractor 's managers, superintendents, or equivalent representatives who have supervision or direction of-

1. All or substantially all of the Contractor 's business;
- 2.All or substantially all of the Contractor 's operations at any one plant, laboratory, or separate location at which the contract is being performed; or
- 3.A separate and complete major industrial operation connected with the performance of this contract .

c. If the Contractor carries insurance , or has established a reserve for self-insurance , covering liability for loss or damage suffered by the Government through the Contractor 's performance of services or furnishing of materials under this contract , the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract .

(End of clause)

52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form).

As prescribed in [49.502\(a\)\(1\)](#), insert the following clause:

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

The Contracting Officer , by written notice, may terminate this contract , in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the

parties, including compensation to the Contractor , shall be in accordance with [part 49](#) of the Federal Acquisition Regulation in effect on the date of this contract .

(End of clause)

Alternate I (Apr 1984). If the contract is for dismantling, demolition, or removal of improvements, designate the basic clause as paragraph (a) and add the following paragraph (b):

b. Upon receipt of the termination notice, if title to property is vested in the Contractor under this contract , it shall revest in the Government regardless of any other clause of the contract , except for property that
the Contractor (a) disposed of by bona fide sale or (b) removed from the site.

52.249-2 Termination for Convenience of the Government (Fixed-Price).

As prescribed in [49.502](#) (b)(1)(i), insert the following clause:

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

a.The Government may terminate performance of work under this contract in whole or, from time to time , in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

b. After receipt of a Notice of Termination, and except as directed by the Contracting Officer , the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

1. Stop work as specified in the notice.

2.Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials , services, or facilities, except as necessary to complete the continued portion of the contract .

3.Terminate all subcontracts to the extent they relate to the work terminated.

the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

5. With approval or ratification to the extent required by the Contracting Officer , settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

6. As directed by the Contracting Officer , transfer title and deliver to the Government-

i. The fabricated or unfabricated parts, work in process, completed work, supplies , and other material produced or acquired for the work terminated; and

ii. The completed or partially completed plans, drawings, information , and other property that, if the contract had been completed, would be required to be furnished to the Government.

7. Complete performance of the work not terminated.

8. Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

9. Use its best efforts to sell, as directed or authorized by the Contracting Officer , any property of the types referred to in paragraph (b)(6) of this clause; *provided*, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer . The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract , credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer .

c. The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination , unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by

the Contracting Officer . The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

e. After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer . The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination , unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

f. Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in paragraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments

previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this

g. If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

1. The contract price for completed supplies or services accepted by the Government (or sold or acquired under paragraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

2.The total of-

i. The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under paragraph (g)(1) of this clause;

ii. The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

iii.A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under [49.202](#) of the Federal Acquisition Regulation, in effect on the date of this contract , to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (g)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.

3.The reasonable costs of settlement of the work terminated, including-

i.Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data ;

ii.The termination and settlement of subcontracts (excluding the amounts of such settlements); and

iii.Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory .

h. Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Contracting Officer , for the loss of the Government property .

i. The cost principles and procedures of [part 31](#) of the Federal Acquisition Regulation, in effect on the date of this contract , shall govern all costs claimed, agreed to, or determined under this clause.

j. The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

k. In arriving at the amount due the Contractor under this clause, there shall be deducted-

1. All unliquidated advance or other payments to the Contractor under the terminated portion of this contract ;

2. Any claim which the Government has against the Contractor under this contract ; and

3. The agreed price for, or the proceeds of sale of, materials , supplies , or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

l. If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract . The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer .

m.

1. The Government may , under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract , if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

2. If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under [50 U.S.C. App.1215\(b\)\(2\)](#). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor 's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

n. Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor 's costs and expenses under this contract . The Contractor shall make these records and documents available to the Government, at the Contractor 's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer , photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.252-1 Solicitation Provisions Incorporated by Reference.

As prescribed in [52.107\(a\)](#), insert the following provision:

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 proposal 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 proposal or offer . Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/browse/index/far>

(End of provision)

52.252-2 Clauses Incorporated by Reference.

As prescribed in [52.107\(b\)](#), insert the following clause:

CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browse/index/far>

(End of clause)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications.

As prescribed in [15.408\(m\)](#), insert the following clause:

REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA -MODIFICATIONS (Nov 2021)

a.Exceptions from certified cost or pricing data .

- In lieu of submitting certified cost or pricing data for modifications under this contract , for price adjustments expected to exceed the threshold set forth in Federal Acquisition Regulation (FAR) [15.403-4\(a\)\(1\)](#) on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in paragraphs (a)(1)(i) and (ii) of this clause. If the threshold for submission of certified cost or pricing data specified in FAR [15.403-4\(a\)\(1\)](#) is adjusted for inflation as set forth in FAR [1.109\(a\)](#), then pursuant to FAR [1.109\(d\)](#) the changed threshold applies throughout the remaining term of the contract , unless there is a subsequent threshold adjustment. The Contracting Officer may require additional supporting information , but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable—
 - Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office .
 - Information on modifications of contracts or subcontracts for commercial products or commercial services.
 - If—
 - The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial product or commercial service ; and
 - The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial product or commercial service , to a contract or subcontract for the acquisition of other than a commercial product or commercial service .
 - For a commercial product and commercial service exception, the Contractor shall provide , at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include—
 - For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer , or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.
 - For market-priced items, the source and date or period of the market proposal or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.
 - For items included on an active Federal Supply Service Multiple Award Schedule contract , proof that an exception has been granted for the schedule item.

- The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.
- Requirements for certified cost or pricing data.* If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:
 - The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in [Table 15-2](#) of FAR [15.408](#), which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in [Table 15-2](#) are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.
 - As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR [15.406-2](#).
Alternate IV (Oct2010). As prescribed in [15.408](#)(m), replace the text of the basic clause with the following:
 - Submission of certified cost or pricing data is not required.
 - Provide data described below: *[Insert description of the data and the format that are required, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with [15.403-3](#).]*

47PC0822R0003 - Section J - Appendix - List of Attachments

Documents Table of Contents

Attachment Number	Document Title	ECF
1	Section J Appendix	10 - Solicitation and Amendments

K Representations, Certifications, and Other Statements of Bidders/Offerors

ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2022)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition are 561320 and 541611.
- (2) The small business size standard is *\$30 million and \$16 million*
- (3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—
- (i) Is set aside for small business and has a value above the simplified acquisition threshold;
 - (ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
 - (iii) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.
- (b)(b)
- (1) If the provision at [52.204-7](#), System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at [52.204-7](#), System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
 - (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)
- (1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

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

(A) The acquisition is to be made under the simplified acquisition procedures in [part 13](#);

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(vi) [52.204-26](#), Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.

(vii) [52.209-2](#), Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(viii) [52.209-5](#), CertificationRegarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

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

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

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

(xii) [52.219-1](#), Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

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

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

(C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.

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

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

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

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

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

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

(xix) [52.223-22](#), Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at [52.204-7](#).)

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(D) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

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

(xxiii) [52.225-20](#), Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

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

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

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

[Contracting Officer check as appropriate.]

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

(ii) [52.204-20](#), Predecessor of Offeror.

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

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

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

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

____ (vii) [52.227-6](#), Royalty Information.

____ (A) Basic.

____ (B) Alternate I.

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

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

FAR Clause # Title Date Change

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

(End of provision)

L INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS / OFFERORS**L.1 FAR 52.252-I, 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 proposal 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 proposal or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/index.html>

<https://www.acquisition.gov/gsam/gsam.html> (End of provision)

L.2 FAR 52.222-24, Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

L.3 FAR 52.233-2, Service of Protest (Sept 2006)

- a. Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the General Services Administration, Public Buildings Service, Service Centers Division, Manhattan Service Center (2PSAM), 26 Federal Plaza, Room 3132, New York, NY 10278.

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

L.4 Submission of Proposals

All vendors shall submit their quotes in two (2) parts consisting of:

- 1 Part I – Price Proposal
- 2 Part II – Technical Response

Part I - Price quote, shall consist of:*

- (1) Vendors shall complete blocks 12, 17a, 17b, 30a, 30b, and 30c of Standard Form 1449, Solicitation/Contract/Order for Commercial Items (SF1449).
- (2) Vendors shall complete Section B, Services and Price / Cost, in its entirety.

Part II - Technical Response, shall consist of: *

The method of submission is electronic and must be emailed to both emily.lindsey@gsa.gov and laura.egli@gsa.gov. The technical response shall address all non-price evaluation criteria and they are as follows:

- 1.Experience
- 2.Qualifications of Key Personnel
- 3.Past Performance
- 4.Benefits
- 5.

Each technical proposal should be brief, but sufficiently complete and organized to ensure that evaluation can be made based on its content. See Section M.4.2 for information of what to submit for the technical response.

L.5 GSAM 552.237-70 Qualifications of Offerors (June 2009)

- a. Offers will be considered only from responsible organizations or individuals now or recently engaged in the performance o administrative and professional service contracts comparable to those described in this solicitation. To determine an Offeror's qualifications, the Offeror may be requested to furnish a narrative statement listing comparable contracts which it has performed a general history of its operating organization, and its complete experience. An Offeror may also be required to furnish a statement of its financial resources; show that it can maintain a staff of regular employees adequate to ensure continuous performance of the work

and demonstrate that its equipment and/or plant capacity for the work contemplated is sufficient, adequate, and suitable.

b. Competency in performing comparable staffing service contracts, demonstration of acceptable financial resources, personnel staffing, plant, equipment, and supply sources will be considered in determining whether an Offeror is responsible.

c. Prospective Offerors are advised that in evaluating these areas involving any small business concern(s), any negative determinations are subject to the Certificate of Competency procedures set forth in the Federal Acquisition Regulation.

(End of provision)

L.6 Period of Acceptance of Quotes

The vendor agrees to hold the prices in its proposal firm for 90 calendar days from the date specified for receipt of proposals.

L.7 Proposal Submittal

All quotes must be received by the quote due date stated in block 8 of the SF 1449. All quotes submitted shall be sent to the address below:

General Services Administration, Region 2 Public Buildings Service
Acquisition Management Division Building Services Branch (2PQD)
James M. Hanley Federal Building
100 South Clinton St. Syracuse, NY 13261
Attn: Emily Lindsey

Please write the solicitation number, 47PC0822R0001 and the solicitation name, Administrative and Professional Services, along with the closing date and time on the front of the package.

L.8 FAR 52.215-I Instructions to Offerors - Competitive Acquisition (Jan 2004)

(Reference FAR 52.215-1)

L.9 GSAM 552.2I7-7I Notice Regarding Option(s) (Nov 1992)

The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a

contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

(End of provision)

L.10 FAR 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation (Feb 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

L.11 Amendments to Solicitations

If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s). Solicitation amendments are issued on Standard Form 30.

L.12 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:

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.

L.13 Unbalanced pricing

The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract 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.

L.14 Qualifications of Offeror

1. Each offeror submitting an offer on the work required by this solicitation is requested to submit with their offer evidence of their experience, qualifications, and ability to carry out the terms of the contract.

2. Offerors are to provide three ongoing or completed contracts/task orders (government or commercial) for long term Administrative and Professional Services contracts performed within the past five (5) years. The provided contracts will be used to evaluate the offeror for Factor 1- Experience.

3. The Past Performance Questionnaire and/or reference checks will be used to evaluate the offered for Factor 3 – Past Performance. The results of reference checks will be used by the Government in determining if an offeror is “responsible.”

4. The Government may conduct reference checks on contracts not submitted by the offeror but which the Government has previous knowledge

of or becomes aware of during the course of the evaluation, including contracts reported in the Contractor Performance Assessment Reports System (CPARS) (www.cpars.gov)

5. The contracting officer will consider the information contained in CPARS as well as all other past performance information, including references provided by the offeror, in making a responsibility determination.

6. Offerors will be given an opportunity to respond to adverse past performance information, which will be considered in the responsibility determination and the technical evaluation in Factor5 – Past Performance.

7. Newly formed companies may utilize the experience of its principal(s) to qualify the offeror, on contracts performed while serving in a principal capacity with another firm.

The Government may conduct reference checks on contracts not submitted by the offeror but which the Government has previous knowledge of or becomes aware of during the course of the evaluation, including contracts reported in the Federal Awardee Performance and Integrity Information System (FAPIIS) (www.ppirs.gov)

Offerors will be given an opportunity to respond to adverse past performance information, which will be considered in the responsibility determination and the technical evaluation of this factor.

Newly formed companies may utilize the experience of its principal(s) to qualify the offeror on contracts performed while serving in a principal capacity with another firm.

L.15 Responsibility Determination

1. While it is important that Government purchases be made at a fair and reasonable price, this does not require an award be made to a firm solely because that firm submits the lowest offer best value. A prospective contractor must affirmatively demonstrate its responsibility.

To be determined responsible, a prospective contractor must-

- a. Have adequate financial resources to perform the contract, or the ability to obtain them.

b. Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

c. Have a satisfactory performance record.

d. Have a satisfactory record of integrity and business ethics.

e. Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them.

f. Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them; and

g. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

2. A small business that is unable to comply with the limitations on subcontracting at FAR 52.219-14 may be considered to be non-responsible (FAR 9.104-3).

3. If the contracting officer determines that a small business is non-responsible, the matter shall be referred to the Small Business Administration for a Certificate of Competency determination, in accordance with the procedures contained in FAR Subpart 19.6 and 15 U.S.C. 637(b)(7).

M. EVALUATION FACTORS FOR AWARD

M.1 Evaluation of Proposals

Proposals will be evaluated based upon the following factors:

1. Experience
2. Qualifications of Key Personnel
3. Past Performance
- 4.. Benefits

Award will be made to that offeror whose proposal contains the combination of those factors offering the best overall value to the Government. This will be determined by comparing differences in the value of technical and business management features with differences in cost to the Government. In making this comparison the Government is more concerned with obtaining superior technical or business management features than with making an award at the lowest overall cost to the Government. All proposals shall address these factors as instructed below. Quotes that do not address all four (4) non-priced evaluation factors will be considered ineligible for award of this acquisition.

Proposals will be evaluated for unbalanced pricing. Unbalanced pricing occurs when a vendor proposes prices, which are unreasonably high for some line items and unreasonably low for other line items, although the total evaluated price may be reasonable. Unbalanced pricing may pose an unacceptable risk to the Government. For example, a vendor may propose an unusually high price for the base year and unusually low prices for the option years, resulting in a low total evaluated price. If an award is made to this vendor, the result may effectively be an advance payment made to the contractor, which is not permitted.

A vendor may also propose an unreasonably high price for basic services and an unreasonably low price for additional (as-needed) services. The Government's risk is that it will order few additional services (at these low prices) during the performance period, yet still pay a high monthly price for basic services.

The contracting officer is responsible for performing price analysis but may seek assistance from technical personnel regarding the types and quantities of material and labor included in the proposal.

The Government intends to evaluate proposals and award a contract without discussions with offerors. 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 discussions 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 rated proposals.

M.2 Basis for Award

As a result of this acquisition, the Government intends to award a firm-fixed price contract to the responsible vendor whose quote presents the best value to the Government. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

M.3 Method of Evaluation Basis for Award

In addition to a price quote, all vendors must submit a written technical response to the non- price evaluation factors criteria stated in paragraph M.4 of this section. A technical evaluation board will review and evaluate the technical responses.

M.4 Non-Price Evaluation Factors (Technical Evaluation)

1. The technical evaluation for all responses received will be evaluated before price. The technical response shall be comprised of the following four (4) factors:
 - 1 Experience
 - 2 Qualifications of Key Personnel
 - 3 Past Performance
 - 4 Benefits

2. It is important that the technical proposal be organized as specified in this sub-section since the GSA evaluation process will parallel the technical rating criteria and price rating formulas outlined in paragraph M.5, Price Evaluation. All vendors shall address the non-price evaluation factors for both administrative and professional services as listed below:

Factor 1 - Experience

This factor will consider the extent of the vendor's experience in providing long term support staff services. Vendors shall submit a narrative (not to exceed six typewritten 8 ½" x 11" pages) for three ongoing or completed contracts/task order (government or commercial) for services performed within the past five years. The vendor must have been the prime contractor of these contracts. If a vendor provides more than three contracts/task orders, the TEB will only review the first three submitted based on chronology starting with the most recent contract completion date. For purposes of this evaluation, a facility is considered "similar" in size, scope, and complexity to the required services, each contract must have a minimum of one Project Manager and twenty (20) support staff, excluding 1099 contract employees. Each contract order description shall include the following customer reference information:

1. Customer/Client Name
2. Contract Name/Contract Number
3. Customer Point of Contact (POC) for contract/task order
4. POC's email and phone number
5. Project performance period (years and months)
6. Dollar value of entire contract/task order
7. Dollar value received for the contract/task order
8. Brief summary of contract/task order as a whole (background, purpose, etc.)

Factor 2 - Qualifications of Key Personnel

This factor will consider the degree to which the proposed project manager complies with the requirements for key personnel contained in the solicitation and the requirements set forth below.

Each vendor shall submit completed key personnel resume forms (Section J.1) for each of the key personnel proposed for the contract. Resumes shall include all pertinent information that clearly exhibits

the qualifications of the proposed personnel. Resumes for each individual shall summarize the qualifications, professional designation, experience, education, skills, and professional background information. There is no page limitation for key personnel resumes. In addition to the resumes, each vendor shall submit a letter of commitment or contingent letters of offer and acceptance counter signed by the employer and the prospective employee for all key personnel proposed for this contract.

Vendors will be requested to identify key personnel that will make up the team members for the proposed contract. Resumes must be submitted for the following key personnel and must meet the following requirements:

1. On-Site Project Manager: The vendor shall designate one on-site project manager who possesses at a minimum 3 years of recent (within the past 5 years) experience in the management and supervision of support staff working in areas similar to the size and characteristics of those covered by this contract.

Each proposed team member will be evaluated based on the relevance of their qualifications and experience with regards to fulfilling the requirements of this contract.

Factor 3: Past Performance

The Past Performance will be evaluated based on the degree to which the vendor's:

- a. Past performance reflects performance of projects similar in size, scope, and complexity to the requirements contained in Section C. In conducting the past performance assessment, the Government may use data obtained from other sources, as well as that provided in the quote.
- b. Past performance references are current (must either be in progress or have been completed within the last five (5) years.) and the degree to which the contractor's role and responsibilities under the projects are similar in size, scope and complexity to the requirements contained in Section C;
- c. Past Performance references reflects that the vendor consistently exceeds performance standards with regard to meeting work schedules, providing specified services, meeting contract terms without failure or resolving issues immediately.

d. In the case of a contractor without a record of past performance, the contractor will be evaluated neither favorably nor unfavorably on past performance.

Independent References

Each vendor will be required to provide three completed past performance questionnaires prepared by the Owner or the contracting officer/contracting officer's representative for each contract/task order (government or commercial) for long term support staff. For purposes of this evaluation, a contract/task order is considered "similar" in size, scope, and complexity to the required services, both administrative and professional services must have a minimum of one Project Manager and twenty (20) support staff, excluding 1099 contract employees. The vendor must have been the prime contractor of these contracts/task orders. Vendors are required to submit reliable** references for all submitted contracts.

Instructions and procedures for the submitting Owner's or CO / COR past performance questionnaires are as follows and will ensure the utmost integrity in the submission of these documents. The Past Performance Questionnaires shall be prepared by the owner or the contracting officer / contracting officer's representative for each contract / task order (government or commercial). The owner or the contracting officer / contracting officer's representative shall then forward the past performance questionnaire in a sealed envelope to the vendor so that it may be submitted as part of the vendor's Part 2 - Technical Response.

Failure to submit required Owner's or CO / COR's past performance questionnaires will result in an unacceptable or a neutral rating for this evaluation factor.

**The term "reliable" relates to the ability of the TEB to contact these references. GSA will expend only a reasonable amount of time and effort to contact those submitted as references. Please be advised that references will be contacted. Current e-mail addresses should also be provided for references when available to facilitate contact by the TEB. Other project references may be considered. Note that GSA will not limit its reference contacts to those provided by the vendor; instead, GSA may choose to contact references independent of those provided. Other sources include government-wide past performance evaluation systems such as CPARS, PPIRS, etc.

In lieu of submitting three past performance questionnaires, each vendor may submit three to five CPARS printouts in PDF form for each contract (government or commercial) for performance of projects similar in size, scope, and complexity to the requirements contained in Section C may be submitted with the proposal.

Factor 4: Benefits

This factor will consider the benefit package provided to their contract employees. Vendor shall submit a benefit package booklet detailing all benefits for:

Booklet 1 - Service Contract Act (Administrative) employees.
Benefits package shall include all that is required under the Service Contract Act. See links below for more information regarding the Service Contract Act.

<https://www.dol.gov/agencies/whd/government-contracts/service-contracts>

<https://www.dol.gov/agencies/whd/government-contracts/service-contracts/laws>

Booklet 2 - Professional employees not covered by the Service Contact Act.

Required Minimum Benefits:

Annual Leave – 20 days

Sick Leave – 10 days

Retirement consideration – 50% match up to 10% of salary

Medical Insurance (Coverage in NY, NJ, Puerto Rico, and the Virgin Islands)

Optional Benefits:

Life Insurance

Corporate Travel Credit Card

Uniforms / Equipment

Annual Performance Ratings and Awards Salary Increases

Corporate support for Natural Disasters / Pandemics

All offers must contain the required minimum benefits set forth above. Offerors may improve their rating by offering benefits from the “Optional Benefits” list.

M.5 Price Evaluation

M.5.1 FAR 52.217-5 Evaluation of Options (July 1990)

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 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)

M.5.2 Completion of Section B

All vendors shall fully complete Section B. Partial completion or omission of any requested pricing may render the quote as unacceptable. Determination of the lowest priced quote will be based on the sum of the evaluated price of the base price and all option periods for basic services and additional services. A quote which is materially imbalanced as to monthly prices for basic services and hourly prices for additional services may be rejected. Similarly, a quote which is materially unbalanced as to prices for the base period and prices for the option periods may be rejected. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high prices. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly over or understated as indicated by the application of cost or price analysis techniques.