

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER		PAGE OF 1 41		
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 1605C4-23-Q-00004		6. SOLICITATION ISSUE DATE 11/23/2022	
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Rose Goodwin			b. TELEPHONE NUMBER (No collect calls) 304-256-3306		8. OFFER DUE DATE/LOCAL TIME 12/07/2022 03:00 P.M. ES	
9. ISSUED BY US Department of Labor Customer Acquisition Services 200 Constitution Ave, NW S-4307 Washington DC 20210				CODE CAS	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % 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      NAICS: 561210 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)      SIZE STANDARD: \$41.5			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO US DEPARTMENT OF LABOR NATIONAL MSHA ACADEMY 1301 AIRPORT ROAD BEAVER WV 258139426				CODE MSHA WV BEAV. SHIP 2	16. ADMINISTERED BY US Department of Labor Customer Acquisition Services 200 Constitution Ave, NW S-4307 Washington DC 20210			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE		18a. PAYMENT WILL BE MADE BY			CODE
TELEPHONE NO.				<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	This is a Request for Quote (RFQ) for the U.S. Department of Labor, Mine Safety & Health Administration (MSHA), for a firm fixed priced contract and Contractor shall provide all personnel, materials, equipment, tools, supervision, and incidental supplies to perform monthly inspections and maintenance service for one ESCO passenger elevator, one Southeastern Elevator Co. passenger elevators, and one Schinder passenger elevator; and if needed, perform repairs and component replacements. <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" 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 checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.				
<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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR					31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
					Lesa L. Llewellyn			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>A contract will be awarded to the Contractor that represents best value to the Government, is found responsible, responsive to the solicitation, meets the requirement specifications, is found technically acceptable, and provides a fair and reasonable price.</p> <p>In addition, best value does not necessarily mean lowest price.</p> <p>This requirement is being competed in accordance with FAR Part 13.</p> <p>Service Contract Act Labor Standards apply; therefore, the Wage Determination for Raleigh County, WV is attached.</p> <p>Period of Performance shall be for Base, plus four (4) Option Periods beginning upon contract award date.</p> <p>Quotation submission terms, requirements, and instructions are set forth in the continuation pages of this Request for Quotes (RFQ).</p> <p>Interested Vendors shall submit Quotes in accordance with the instructions and other terms as set forth in this RFQ.</p> <p>Continued ...</p>				

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

33. SHIP NUMBER  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

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

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>****Provisions 52.204-24, 52.204-26, and 52.225-2 must be completed and submitted with quote****</p> <p>Questions shall be received no later than November 29, 2022. Quotations are due no later than December 7, 2022, at 3:00 pm, EST. Period of Performance: 12/09/2022 to 12/08/2023</p> <p>The objective of this requirement is to provide monthly inspections and maintenance service for one ESCO passenger elevator, one Southeastern Elevator Co. passenger elevators and one Schinder passenger elevator; and if needed, perform repairs and component replacements. Elevators are located in the following areas:</p> <p>One (1) in Building B (Administration) One (1) in Building G (Publication and Distribution) One (1) in Building 1 (Office Building)</p> <p>Product/Service Code: J039</p>				
0002	<p>Emergency Callouts</p> <p>Rate: _____</p> <p>NTE Limit: \$4,500.00 Product/Service Code: J039</p>				
0003	<p>Emergency Callouts - Materials</p> <p>NTE Limit: \$5,000.00 Product/Service Code: J039</p>				
1001	<p>The objective of this requirement is to provide monthly inspections and maintenance service for one ESCO passenger elevator, one Southeastern Elevator Co. passenger elevators and one Schinder passenger elevator; and if needed, perform repairs and component replacements. Elevators are located in the following areas: Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002	<p>One (1) in Building B (Administration)                      One (1) in Building G (Publication and Distribution)                      One (1) in Building 1 (Office Building)</p> <p>(Option Line Item)                      (Anticipated Option Exercise Date)11/20/2023                      Product/Service Code: J039</p> <p>Period of Performance: 12/09/2023 to 12/08/2024</p> <p>Emergency Callouts</p> <p>Rate: _____</p> <p>NTE Limit: \$4,500.00                      (Option Line Item)                      (Anticipated Option Exercise Date)11/20/2023                      Product/Service Code: J039</p> <p>Period of Performance: 12/09/2023 to 12/08/2024</p>				
1003	<p>Emergency Callouts - Materials</p> <p>NTE Limit: \$5,000.00                      (Option Line Item)                      (Anticipated Option Exercise Date)11/20/2023                      Product/Service Code: J039</p> <p>Period of Performance: 12/09/2023 to 12/08/2024</p>				
2001	<p>The objective of this requirement is to provide monthly inspections and maintenance service for one ESCO passenger elevator, one Southeastern Elevator Co. passenger elevators and one Schinder passenger elevator; and if needed, perform repairs and component replacements. Elevators are located in the following areas:</p> <p>One (1) in Building B (Administration)                      One (1) in Building G (Publication and Distribution)                      One (1) in Building 1 (Office Building)</p> <p>Continued ...</p>				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2002	(Option Line Item) (Anticipated Option Exercise Date)11/20/2024 Product/Service Code: J039  Period of Performance: 12/09/2024 to 12/08/2025  Emergency Callouts  Rate: _____  NTE Limit: \$4,500.00 (Option Line Item) (Anticipated Option Exercise Date)11/20/2024 Product/Service Code: J039  Period of Performance: 12/09/2024 to 12/08/2025				
2003	Emergency Callouts - Materials  NTE Limit: \$5,000.00 (Option Line Item) (Anticipated Option Exercise Date)11/20/2024 Product/Service Code: J039  Period of Performance: 12/09/2024 to 11/29/2025				
3001	The objective of this requirement is to provide monthly inspections and maintenance service for one ESCO passenger elevator, one Southeastern Elevator Co. passenger elevators and one Schinder passenger elevator; and if needed, perform repairs and component replacements. Elevators are located in the following areas:  One (1) in Building B (Administration) One (1) in Building G (Publication and Distribution) One (1) in Building 1 (Office Building)				
3002	(Option Line Item) (Anticipated Option Exercise Date)11/20/2025 Product/Service Code: J039  Period of Performance: 12/09/2025 to 12/08/2026  Emergency Callouts Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Rate: _____  NTE Limit: \$4,500.00 (Option Line Item) (Anticipated Option Exercise Date) 11/20/2025 Product/Service Code: J039  Period of Performance: 12/09/2025 to 12/08/2026				
3003	Emergency Callouts - Materials  NTE Limit: \$5,000.00 (Option Line Item) (Anticipated Option Exercise Date) 11/20/2025 Product/Service Code: J039  Period of Performance: 12/09/2025 to 12/08/2026				
4001	The objective of this requirement is to provide monthly inspections and maintenance service for one ESCO passenger elevator, one Southeastern Elevator Co. passenger elevators and one Schinder passenger elevator; and if needed, perform repairs and component replacements. Elevators are located in the following areas:  One (1) in Building B (Administration) One (1) in Building G (Publication and Distribution) One (1) in Building 1 (Office Building)  (Option Line Item) (Anticipated Option Exercise Date) 11/20/2026 Product/Service Code: J039  Period of Performance: 12/09/2026 to 12/08/2027				
4002	Emergency Callouts  Rate: _____  NTE Limit: \$4,500.00 (Option Line Item) (Anticipated Option Exercise Date) 11/20/2026 Product/Service Code: J039 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4003	Period of Performance: 12/09/2026 to 12/08/2027 Emergency Callouts - Materials  NTE Limit: \$5,000.00 (Option Line Item) (Anticipated Option Exercise Date)11/20/2026 Product/Service Code: J039  Period of Performance: 12/09/2026 to 12/08/2027				

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Performance Work Statement .....8  
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**2 - Section 2**

Performance Work Statement

**for  
Contract Elevator Inspection and Maintenance Services**

**1.0 Background:**

The mission of the Mine Safety and Health Administration (MSHA) is to protect the safety and health of the nation’s miners. The National Mine Health and Safety Academy was constructed on 74 acres in the early 1970s with the intent to provide a self-contained training facility for the Agency and the mining industry. Mining professionals from across the United States and many foreign countries come to the Academy for health and safety training. The Academy complex, which opened in 1976, consists of 9 buildings, seven of which are inter-connected, making up 347,410 square feet and includes classrooms and laboratories accommodating 600 students, a residence hall of 174 lodging rooms, a cafeteria, a library, auditorium, and wellness facilities.

The Mine Safety and Health Administration (MSHA) is to obtain a contract for elevator inspection and maintenance services to eliminate or minimize elevator malfunction, break down, and deterioration. Contract inspection and maintenance of the elevators must assure continuous, safe, and satisfactory operation of all elevators, their parts and components for students, staff, and visitors to the Academy.

**1.1 Objectives:**

The objective of this requirement is to provide monthly inspections and maintenance service for one ESCO passenger elevator, one Southeastern Elevator Co. passenger elevators and one Schinder passenger elevator; and if needed, perform repairs and component replacements. Elevators are located in the following areas:

- One (1) in Building B (Administration)
- One (1) in Building G (Publication and Distribution)
- One (1) in Building 1 (Office Building)

The Contractor shall provide all resources equipment, tools, and materials necessary to perform elevator maintenance services as defined in this Performance Work Statement, except as Specified in section C-3 as Government furnished property. The Contractor shall perform to the standards in this contract.

**1.2 Period of Performance:**

The period of performance shall be for one 12-month base period and four 12-month option period.

The period of performance shall be as follows:

<b>Performance Period</b>	<b>Period of Performance</b>
Base Period	09 December 2022 – 08 December 2023
Option Period 1	09 December 2023 – 08 December 2024
Option Period 2	09 December 2024 – 08 December 2025
Option Period 3	09 December 2025 – 08 December 2026
Option Period 4	09 December 2026 – 08 December 2027

**1.3 Delivery:**

Delivery of materials shall be delivered to the following address:

Mine Safety & Health Administration (MSHA)

1301 Airport Road  
Beaver, WV 25813

**1.4 Hours of Operation/Place of Performance:**

**Hours of Operation:**

The Mine Safety and Health Administration (MSHA) hours of operation shall be between the hours of 8:00 am through 4:00 pm Monday through Friday except Federal holidays and days on which Federal employees are granted administrative leave.

However, due to the nature of the Academy's functions, the COR may request some services to be performed at odd hours of the day and night and/or over a holiday period if an emergency situation should arise.

**1.4.1 Recognized Holidays:**

The Contractor is not required to perform services on the following holidays:

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

**1.5 Place of Performance:**

Place of performance shall be at the following location

Mine Safety & Health Administration (MSHA)  
1301 Airport Road  
Beaver, WV 25813

**1.6 Contracting Officer Representative:**

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

The Contractor will in the performance of this requirement immediately notify the COR or the MSHA Point of Contact if the time and/or service obligations of this contract cannot be met due to inclement weather, civil disturbances, equipment failure, illness, etc.

**1.7 Security Requirements:**

Contractor staffs are required to conform to MSHA's security and privacy requirements as described below.

**1.8 Computer Security:**

Not Applicable.

**1.9 Privacy:**

Portions of information disclosed during the performance of this task are protected by the provisions of the Privacy Act of 1974; therefore, all personnel assigned to this Contract are required to take proper precautions to protect the information from disclosure.

#### **1.10 Commitment to Protect Sensitive Information**

The Contractor shall not release, publish, or disclose sensitive information to unauthorized personnel, and shall protect such information in accordance with provisions of the following laws and any other pertinent laws and regulations governing the confidentiality of sensitive information: 18 U.S.C. 641 (Criminal Code: Public Money, Property or Records)

#### **1.11 Conflict of Interest:**

The contractor shall not employ any person who is an employee of the United States Government if that employment would appear to cause a conflict of interest.

#### **1.12 Physical Security:**

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

#### **1.13 Key Control:**

The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer.

##### **1.13.1 Lost Keys:**

In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement

of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

##### **1.13.2 Key Use:**

The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

#### **1.14 Lock Combinations:**

The Contractor shall establish and implement methods of ensuring that all lock combinations are not revealed to unauthorized persons. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations. These procedures shall be included in the Contractor's Quality Control Plan.

#### **1.15 Conservation of Utilities:**

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

#### **1.16 Special Qualifications:**

The Contractor will provide proof that they have obtained all licenses and permits required by law to engage in the activities that are required in connection with the Performance Work Statement. The Contractor shall conform to all required safety regulations and codes for OSHA, ASME, the Academy, County, State, and the Federal Government. All applicable confined space or Lockout/Tagout procedures shall be adhered to.

**1.17 Post Award Conference/Periodic Progress Meetings:**

Not Applicable.

**1.18 Contracting Officer Representative (COR):**

A COR will be delegated under separate cover.

**1.19 Contract Manager:**

The Contract Manager will serve as key point of contact for the Government and will assure timely review and approval of requests.

**1.20 Identification of Contractor Employees:**

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. They must also ensure that all documents or reports produced by Contractors are suitably marked as Contractor products or that Contractor participation is appropriately disclosed. All Contractor personnel will be required to obtain and wear badges in the performance of this service.

**1.21 Type of Contract:**

The Government anticipates award of a Firm-Fixed Price contract.

**Part 2  
Definitions and Acronyms**

ACRONYM	DEFINITION
PWS	<b>Performance Work Statement</b> – Document defining the objectives and end results of the Government requirements
CTR	<b>Contractor:</b> A supplier or vendor awarded a contract to provide specific supplies or service to the government. The term used in this contract refers to the prime. The prime Contractor shall ensure that the subcontractors comply with the terms and conditions of this contract.
CO	<b>Contracting Officer:</b> A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the government. Note: The only individual who can legally bind the government.
COR	<b>Contracting Officer’s Representative</b> - A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor
Defective Service	A service output that does not meet the standard of performance associated with it in the Performance Work Statement.
Deliverable	Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.
DOL	Department of Labor
QASP	<b>Quality Assurance Surveillance Plan</b> - An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.
QC	Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.
QA	Those actions taken by the government to assure services meet the requirements of the Performance Work Statement.
Sub-Contractor	One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.

**Part 3  
Government Furnished Property, Equipment and Services**

**3.1 The Government will provide the following.**

Knowledgeable MSHA personnel will be made available to direct the Contractor to locations of the elevators at NMH&S Academy and may assist as needed. Utilities are available at the work site at no cost to the Contractor. Government will provide any available drawings related to this project as needed by the Contractor.

**Services:**

**3.3.1 Utilities:**

All utilities in the facility will be available for the Contractor's use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude the waste of utilities.

**3.3.2 Facilities:**

The Contractor will furnish necessary equipment to perform the effort(s) outlined in this PWS remotely, at a location other than a government-owned or Contractor-owned facility. If deemed necessary, the Government may issue, at its discretion, supplemental equipment (e.g. computing equipment).

**3.3.3 Clearance:**

Contractors with a favorable pre-employment suitability determination will be issued a proximity card for access to various buildings. Building access will not be granted until the Contractor has cleared the pre-employment suitability determination process. The Contractor will ensure the security of all DOL property, building ID badges, key cards and standards keys issued to Contractor staff.

**Part 4  
Contractor Furnished Items and Services**

**4.1 General**

In pursuance of the Performance Work Statement described, the contractor shall furnish all necessary personnel and materials required to perform the tasks under these requirements.

In addition, the contractor shall provide a completed elevator checklist to the Contracting Officer's Representative (COR) at the conclusion of each maintenance servicing.

**Part 5  
Requirements**

**5.0 Scope of Work**

The scope for this effort is to The Contractor shall provide labor, materials, equipment, supervision, and incidental supplies to perform monthly inspections and maintenance service for one ESCO passenger elevator, one Southeastern Elevator Co. passenger elevators and one Schinder passenger elevator; and if needed, perform repairs and component replacements. Elevators are located in the following areas:

- One (1) in Building B (Administration)
- One (1) in Building G (Publication and Distribution)
- One (1) in Building 1 (Office Building)

The Contractor shall perform monthly inspections and maintenance and if conditions are warranted, perform repairs and component replacement **up to \$75.00 for parts per monthly visit** to maintain the elevators. **Parts replacements that exceed the \$75.00 monthly**

threshold will need to be quoted, approved by the contracting officer, and billed under the emergency callout CLIN. Attached checklist must be completed by the technician and returned to the COR after each inspection/maintenance servicing.

Contractor shall examine and lubricate (as required) regularly and systematically and, if conditions are warranted, repair and/or replace as follows:

Pumps, pump/valve motors, motor windings, operating/leveling valves, plunger, packing, v-belts, strainers, springs, gaskets, and exposed piping, leveling devices, cams, controller, controller relays, magnet frames, resistors, transformers, condensers, controller wiring, travel cable, coils, contacts, timing devices, rectifiers/resistance for operating, and motor circuits.

Automatic power door operators, auxiliary door-closing devices, car door contacts/protective devices, hoist way door interlocks, car frame, platform, guide rails/stiles, gibs, rollers, and hoist way switches.

Relay components, metal/carbon contacts, springs, connectors, arc deflectors/barriers, insulators, distance pieces, holders, motor brushes, operating switches, car/hall signal lamps, fuses, and hydraulic fluids.

The Contractor shall also clean the elevator components located in the machine room and hoist way and shall periodically brush down and vacuum the hoist way and pit for normal dirt accumulation. This contract shall include all annual state certified inspections and safety tests.

In the event of a system failure, the Contractor will be required to respond to emergency repair calls and shall respond 24 hours per day, seven days per week for those repairs.

#### **5.1 TASK 1 - Basic Services:**

The Contractor shall provide contract elevator services for the following:

##### **5.1.1 Inspection of elevator systems:**

The Contractor shall utilize trained persons who are employed and supervised directly by the Contractor to provide labor and materials to perform monthly, quarterly, or yearly inspections, as required, for one ESCO passenger elevator, one Southeastern Elevator Co. passenger elevators and one Schinder passenger elevator. The service representatives shall be qualified technicians to keep the elevator equipment properly adjusted and use all reasonable care to maintain the equipment in a safe and proper operating condition.

##### **5.1.2 Maintenance of elevator systems:**

The Contractor shall examine and lubricate (as required) regularly and systematically and if conditions warrant, repair and/or replace as follows:

Pumps, pump/valve motors, motor windings, operating/leveling valves, plunger, packing, v-belts, strainers, springs, gaskets, and exposed piping.

Leveling devices, cams, controller, controller relays, magnet frames, resistors, transformers, condensers, controller wiring, travel cable, coils, contacts, timing devices, rectifiers/resistance for operating, and motor circuits.

Automatic power door operators, auxiliary door-closing devices, car door contacts/protective devices, hoist way door interlocks, car frame, platform, guide rails/stiles, gibs, rollers, and hoist way switches.

Relay components, metal/carbon contacts, springs, connectors, arc deflectors/barriers, insulators, distance pieces, holders, motor brushes, operating switches, car/hall signal lamps, fuses, and hydraulic fluids.

The Contractor shall clean the elevator components located in the machine room and hoist way and shall periodically brush down and vacuum the hoist way and pit for normal dirt accumulation.

The contractor shall provide a detailed Elevator Inspection List that is checked off prior to leaving after each visit.

##### **5.1.3 Annual State Certified Inspection and Safety Tests**

The Contractor shall perform annual state certified inspection and safety tests in coordination with third party inspection service company. The government will pay the third-party inspector separate from this contract.

#### 5.1.4 Service Calls and Emergency Service

The Contractor will be required to respond to emergency repair calls should the elevators fail and shall respond 24 hours per day, seven days per week for repairs. The extra-service shall be provided by the Contractor as supplemental service on a labor-hours contract basis. In the event of a system failure, a 2 hour response time from receipt of notification shall be required during regular working hours.

Prior approval from the U. S. Government must be obtained for any parts or materials billable to the Government during repair. The request must be made through the Contract Specialist or Contracting Officer and approval received before repairs are to be performed.

#### EXHIBIT 1:

#### 5.1.5 Performance Requirements Summary

<b>Performance Requirements Summary:</b> The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success. Performance Objective (The Service required—usually a shall statement)	Standard	Performance Threshold (This is the maximum error rate. It could possibly be “Zero deviation from standard”)	Method of Surveillance (and who performs) {e.g. 100% inspection by COR}
<b>PRS # 1</b> Inspection of elevator systems PWS 5.1.1	Utilize trained personnel to perform monthly, quarterly, or yearly inspection, as required, of all systems	Standard met 100% of time	a. Direct Observation -100% inspection
<b>PRS # 2</b> Maintenance of elevator systems PWS 5.1.2	Elevator has been examined, lubricated, and parts have been repaired and/or replaced as needed in all systems	Standard met 98% of time	a. Periodic surveillance
<b>PRS # 3</b> Annual state certified inspection and safety tests PWS 5.1.3	Annual state certified inspection and safety tests have been performed	Standard met 100% of time	a.100% inspection
<b>PRS #4</b> Service Calls and Emergency Service PWS 5.1.4	Respond timely 24/7 for system failure  Respond within 2 hours for system failure	Zero deviation from standard  Zero deviation from standard	Validated Customer Complaint  Validated Customer Complaint
<b>PRS # 5</b> Quality Control PWS 7.0	Implement approved quality control plan to identify, prevent, and ensure non-recurrence of defective services	Standard met 98% of time	Periodic surveillance

**Types of Surveillance to select from:**

**Random Sampling:** Appropriate for frequently recurring tasks. Evaluate randomly selected samples of the lot to determine the acceptability of the entire lot. Random Inspection Guide, Method of surveillance, Lot size, Sample size, Performance requirement, Sampling procedure, Inspection procedure.

**100 Percent Inspection:** Appropriate for tasks that occur infrequently. Inspect and evaluate performance each time task is performed

**Periodic Surveillance:** Evaluation of samples selected on other than 100% or statistically random basis. (i.e. monthly, quarterly, semi-annually etc.)

**Validated Customer Complaint:** Complaints must be validated.

**Part 6  
Deliverables**

**6.0 Deliverables:**

All deliverables shall be submitted to the COR unless otherwise agreed upon.

Unless otherwise specified, the Government will have a maximum of ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the contractor, approve or disapprove the deliverable(s). The contractor will also have a maximum of ten (10) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be workdays unless otherwise specified.

**6.1 Deliverables / Schedule:**

Deliverables Schedule:

<b>Deliverable</b>	<b>Frequency</b>	<b># of Copies</b>	<b>Medium/Format</b>	<b>Submit To</b>
<b>Section 1.1.6</b> – proof of licenses and permits	Within ten days of award	One	Electronically	Responsible COR
<b>Section 5.1.2</b> – completed elevator checklist	monthly after inspection	One	Electronically	Responsible COR
<b>Section 5.1.3</b> – annual state certified inspection and safety tests	Annually	One	Electronically	Responsible COR

**Part 7  
Quality Control**

**7.0 Quality Control:**

The Contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor’s quality control program is how assured that the work complies with the requirement of the contract. As a minimum, the Contractor shall develop quality control procedures that address the areas identified in Technical Exhibit 1, “Performance Requirements Summary”. After acceptance of the quality control plan the Contractor shall receive the Contracting Officer’s acceptance in writing of any proposed change to his QC system.

**7.1 Quality Assurance:**

The Government shall inspect and evaluate the Contractor’s performance to ensure services are received in accordance with the requirements of this Performance Work Statement. Contractor services rendered shall be subject to regular reviews and inspection by

the Government both during operations and after completion of all work. Review and inspection may be scheduled or performed randomly.

## **7.2 Government Remedies:**

The Contracting Officer shall follow FAR 52.212-4, "Contract Terms and Conditions-Commercial Items" or 52.246-4, "Inspection of Services-Fixed Price" for Contractor's failure to perform satisfactory services or failure to correct non-conforming services.

## **4 - Section 4**

Clauses and Provisions

### **Clauses and Provisions**

**52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation. (JAN 2017)**

**52.204-7 System for Award Management. (OCT 2018)**

**52.204-13 System for Award Management Maintenance. (OCT 2018)**

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

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)**

**52.204-26 Covered Telecommunications Equipment or Services-Representation. (OCT 2020)**

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

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

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

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

(End of provision)

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

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

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

**52.212-1 Instructions to Offerors - Commercial Products and Commercial Services. (NOV 2021)**

**52.215-23 Limitations on Pass-Through Charges. (JUN 2020)**

**52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (JUN 2020)**

**52.232-1 Payments. (APR 1984)**

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

**52.232-11 Extras. (APR 1984)**

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

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (NOV 2021)**

**52.233-3 Protest After Award. (AUG 1996) - Alternate I (JUN 1985)**

**52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

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

(i) For covered equipment-

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

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

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

(ii) For covered services-

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

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

(End of provision)

#### **52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services. (NOV 2021)**

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

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

(i) Name and address of the Contractor;

- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

(i) *Payment-* (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

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

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

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

(5) *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-

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

- (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.

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

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

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

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

- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

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

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

- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

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

- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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

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

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

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

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

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(t) Removed and reserved.

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

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

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the

EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

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

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

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

(End of clause)

#### **52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (OCT 2022)**

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

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

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

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

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

(5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with *Alternate I* (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

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

(5) (Reserved)

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

- (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- (10) (Reserved)
- (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).
- (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (13) (Reserved)
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020) of 52.219-6.
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
- (ii) Alternate I (MAR 2020) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2022) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (JUN 2020) of 52.219-9.
- (v) Alternate IV (SEP 2021) of 52.219-9.
- (18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (MAR 2020) of 52.219-13.
- (19) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (OCT 2022) (15 U.S.C. 632(a)(2)).
- (ii) Alternate I (MAR 2020) of 52.219-28.
- (23) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (OCT 2022) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

- (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).
- (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (ii) Alternate I (FEB 1999) of 52.222-26.
- (31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ii) Alternate I (JUL 2014) of 52.222-35.
- (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (ii) Alternate I (JUL 2014) of 52.222-36.
- (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) *Alternate I* (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of 52.223-13.
- (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14.
- (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-16.

- [X] (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- [ ] (45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).
- [ ] (46) 52.223-21, Foams (JUN 2016) (E.O. 13693).
- [ ] (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- [ ] (ii) Alternate I (JAN 2017) of 52.224-3.
- [X] (48)(i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).
- [ ] (ii) Alternate I (OCT 2022) of 52.225-1.
- [ ] (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (OCT 2022) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- [ ] (ii) Alternate I (JAN 2021) of 52.225-3.
- [ ] (iii) Alternate II (JAN 2021) of 52.225-3.
- [ ] (iv) Alternate III (JAN 2021) of 52.225-3.
- [ ] (v) Alternate IV (OCT 2022) of 52.225-3.
- [ ] (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- [X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [ ] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- [ ] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- [ ] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- [ ] (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- [ ] (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- [ ] (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- [X] (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).
- [ ] (59) 52.232-34, Payment by Electronic Funds Transfer - Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- [ ] (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- [ ] (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- [ ] (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

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

(ii) Alternate I (APR 2003) of 52.247-64.

(iii) Alternate II (NOV 2021) of 52.247-64.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (OCT 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xiii) [ ] (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- [ ] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

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

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

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

(End of clause)

#### **52.217-8 Option To Extend Services. (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to expiration.

(End of clause)

#### **52.217-9 Option To Extend the Term of the Contract. (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 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 42 months.

(End of clause)

#### **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): [Insert one or more Internet addresses]

(End of clause)

#### **DOL 2012-01 ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE - OCI-1 EXCLUSION FROM FUTURE AGENCY CONTRACTS (DECEMBER 2012)**

##### **ORGANIZATIONAL CONFLICT OF INTEREST**

##### **OCI-1 Exclusion from Future Agency Contracts (DECEMBER 2012)**

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

(a) Work under this contract may create a future organizational conflict of interest (OCI) that could prohibit the Contractor from competing for, or being awarded, future Government contracts.

The following examples illustrate situations in which organizational conflicts of interest may arise. They are not all inclusive, but will be used by the Contracting Officer as general guidance in individual

contract situations:

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

(2) Biased Ground Rules. Your contract with DOL may have, in some fashion, established important “ground rules” for another DOL procurement in which you may desire to be a competitor. For example, this contract may involve you drafting the statement of work, specifications, or evaluation criteria for a future DOL procurement. The primary concern, in any such situation, is that any such firm could skew the competition, whether intentionally or not, or be perceived as having

skewed the competition, in its own favor. If the requirements of this DOL contract anticipate the contractor may be placed in a position to establish important ground rules, including but not limited to those described herein, the contractor may be precluded from competing in the related action or, if possible, may be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired Objectivity. The performance of this contract may result in the contractor being placed in a situation where it is able, or required, to provide assessment and evaluation findings concerning itself, another business division, a subsidiary or affiliate, or other entity with which it has a significant financial relationship. The concern in this

case is that the contractor’s ability to render impartial advice to DOL could appear to be undermined by the contractor’s financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a “walling off” of lines of communication between entities or divisions may be acceptable, but it also may not be sufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the DOL procurement indicate that a contractor may be placed in a position to

provide evaluations and assessments of itself or other entities with which it has a significant financial relationship, the affected contractor should notify DOL immediately. The contractor may also be required to provide a mitigation plan that includes recusal by the contractor from one of the affected contracts. Such recusal might include divestiture of the work to a third party.

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

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

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

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

(4) The Contractor may be excluded from competition for, or award of, any government contract calling for the production or performance of any product or service for which the Contractor participated in the development of requirements or definitions pursuant to another contract.

(c) This clause shall not exclude the Contractor from performing work under any modification to this contract or from competing for award of any future contract for work that is the same or similar to work performed under this contract, so long as the conditions above are not present. This clause does not prohibit an incumbent from competing on a follow-on competition but the Contracting Officer may require a mitigation plan or other steps as needed to ensure that there has not

been an unequal access to nonpublic competitively sensitive information.

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

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

(f) If any provision of this clause excludes the Contractor from

competition for, or award of any contract, the Contractor shall not be permitted to serve as a subcontractor, at any tier, on such contract.

This clause shall be incorporated into any subcontracts or consultant agreements awarded under this contract unless the Contracting Officer determines otherwise.

(End of Clause)

**DOL 2022-01 Deviation to FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (OCTOBER 2021)**

Deviation to FAR 52.223-99 Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors

(OCTOBER 2021)

**A. Applicability**

Contracting Officers shall insert this clause in all solicitations and all awards to include Blanket Purchase Agreements (BPAs) that exceed the Micro-Purchase Threshold (MPT).

**B. Definitions**

As used in this clause -

United States or its outlying areas means—

- (1) The fifty States;
- (2) The District of Columbia;
- (3) The commonwealths of Puerto Rico and the Northern Mariana Islands;
- (4) The territories of American Samoa, Guam, and the United States Virgin Islands; and
- (5) The minor outlying islands of Baker Island, Howland Island, Jarvis Island, Johnston Atoll, Kingman Reef, Midway Islands, Navassa Island, Palmyra Atoll, and Wake Atoll.

**C. Authority**

This clause implements Executive Order 14042, Ensuring Adequate COVID Safety Protocols for Federal Contractors, dated September 9, 2021 (published in the Federal Register on September 14, 2021, 86 FR 50985).

**D. Requirements**

1.) Compliance. The Contractor shall comply with all guidance, including guidance conveyed through Frequently Asked Questions, as amended during the performance of this contract, for contractor or subcontractor workplace locations published by the Safer Federal Workforce Task Force (Task Force Guidance) at <https://www.saferfederalworkforce.gov/contractors>.

2.) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts at any tier that exceed the simplified acquisition threshold, as defined in Federal Acquisition Regulation 2.101 on the date of subcontract award, and are for services, including construction, performed in whole or in part within the United States or its outlying areas.

(End of clause)

## **DOL 2020-01 Contractor Personnel Telework (October 2021)**

### **A. Prescription/Applicability**

Contracting Officers shall insert this clause in all solicitations and awards for services, including construction.

### **B. Definitions**

”Telework” means a work arrangement that allows contractor personnel to perform contract work, at an approved alternative worksite (e.g., home, telework center, remote site, etc.)

“United States” means the fifty states, the District of Columbia, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the United States Virgin Islands.

### **C. Requirements**

#### **Contractor Personnel Telework:**

1. Telework for contractor personnel may be authorized on an ad-hoc or routine basis, at the discretion of the Government, in accordance with the contract action terms and conditions, coordination between the contracting officer’s representative (COR), the contractor’s company point of contact, and written approval by the COR. All telework for contractor personnel is authorized at the discretion of the Government.

2. When authorized to telework, the following shall apply:

a. Contractor personnel authorized to telework within the United States will be provided the Department of Labor (DOL) equipment for secure, authenticated access. No other equipment is authorized for use when teleworking.

b. Contractor personnel must employ appropriate safeguards and comply with all applicable DOL and Federal policies, specification/requirements, and procedures related to security, network, data, communications, and Personally Identifiable Information.

c. Contractor personnel shall not telework from an alternate worksite outside of the United States without prior written approval from the COR.

d. Contractor personnel shall be responsible for obtaining internet connectivity or/and other utilities related to telework.

e. The Government shall not provide or reimburse the contractor for internet connectivity or/and other utilities related to telework.

3. Contractors Teleworking in Foreign Locations

a. Contractor personnel conducting official U.S. Government business in foreign locations are subject to the Department of State’s (DoS) Chief of Mission (COM) authority.

b. Contractor personnel have no authorization to telework from a foreign location without an approval from the DoS COM.

c. Contractor personnel presence at an overseas post must be pre-approved via a National Security Decision process that includes DoS Country Clearances (eCC).

d. If approved for travel, contractor personnel requesting to telework overseas may be required to successfully complete one of two required DoS training courses (which may have costs associated). If approved to telework overseas for 90 days or less, the contractor may be required to successfully complete the DoS Counter Threat Awareness Training; if approved to telework overseas for 91 or more cumulative days in a calendar year, the contractor applicant may be required to successfully complete the DoS Foreign Affairs Counter Threat (FACT) Training. Visit <https://fsitraining.state.gov/> for additional information.

(End of clause)

## **DOL 2019-03 Submission of Invoices (August 2019)**

## Submission of Invoices (August 2019)

### A. Applicability

Contracting Officers shall insert this clause in all solicitations and awards. For existing awards, the Contracting Officer will determine whether the contract action should be modified to incorporate the clause.

### B. Definitions

None

### C. Requirements

#### 1. Electronic Invoice Submittal

Invoices for the services/goods provided under this award shall be submitted through the Department of Treasury's Invoice Processing Platform (IPP) or through the Department of Labor (DOL) Quickpay email system, as directed by the Contracting Officer. IPP is a Federal Government owned and operated website accessible to contractors free of charge. Information about IPP, including enrollment instructions, are available and should be obtained by the enrolled contractors directly from

the Department of Treasury after award at, <https://www.ipp.gov>.

a. The following instructions apply to Invoices submitted through IPP.Gov or the DOL Quickpay email system:

IPP invoice attachments SHALL NOT exceed the size limit of 10

megabytes (MB) each. However, you may submit multiple attachments of less than 10MB each with the invoices.

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

A) An emailed Portable Document Format (PDF) image cannot have any text that has a background with any color other than white. If the image has a shaded background, it will be converted to black, and the text will be illegible.

B) An emailed Tagged Image File Format (TIFF) image must be black and white.

(ii) Quickpay users SHALL: provide a copy of the invoice and any attachments via email to the Contracting Officer's Representative (COR, at the address specified in the contract.

(iii) Quickpay users SHALL NOT: submit more than one attachment per invoice and the attachment shall not exceed 10MB. Any additional attachments will not be recognized.

(iv) DO NOT submit more than one invoice at a time.

(v) DO NOT attempt to use the "Recall or Resend" email message feature.

b. Electronic invoices shall be in PDF or TIFF format.

II. Paper Invoices shall be submitted via fax or U.S. mail Paper invoices may be sent vial fax to:(303) 231-5597.Mail paper invoices to:

U.S. Department of Labor  
MSHA Finance Center  
PO Box 25367  
Denver, CO 80225

#### III. General Information

Payment due date is to be calculated from the date the invoice is received in accordance with FAR 32.905 and the instructions above.

Inquiries regarding invoices must be emailed to [Invoiceinquiries.msh@dol.gov](mailto:Invoiceinquiries.msh@dol.gov).

**OCFOinvoiceinquiries@dol.gov. The relevant invoice must be attached to the inquiry email and the subject line of the email must state "INQUIRY", as shown in the following example:**

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

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

**Questions:**

**All questions regarding Electronic Invoicing shall be sent to the DOL Office of the Chief Financial Officer (OCFO) at [Invoiceinquiries.msh@dol.gov](mailto:Invoiceinquiries.msh@dol.gov).**

**[OCFOinvoiceinquiries@dol.gov](mailto:OCFOinvoiceinquiries@dol.gov) .**

## **DOL 2019-01 SECTION 508 REQUIREMENTS (JAN 2019)**

### **A. Applicability**

Contracting Officers shall insert this clause in all new solicitations and awards for the acquisition of Information and Communication Technology (ICT) to be used by the Department of Labor (DOL).

### **B. Definitions**

'Information and Communication Technology' is defined as any

information technology, and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, conversion, duplication, automatic acquisition, storage, display, receipt or transmission, of electronic data and information, as well as any

associated content. Examples of ICT include, but are not limited to:

Computers and peripheral equipment; information kiosks and

transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and electronic documents.

### **C. Requirements**

Section 508 of the Rehabilitation Act, as amended (29 U.S.C. 794d), applies to Federal Agencies, and the Contractors providing support on behalf of an Agency. The Contractor is required to provide Section 508 compliant systems and components of ICT when Federal agencies develop, procure, maintain, or use ICT. The Contractor shall ensure that its system and components allow Federal employees and

members of the public with disabilities access to, and use of,

information and data that is comparable to the access afforded Federal employees and members of the public without disabilities. Products, platforms and services delivered as part of this contract action that are ICT, or contain ICT, shall conform to the Revised Section 508 Standards, which are located at 36 C.F.R.1194.1 & Apps. A, C & D.

1. Requirements by service / contract type are as follows:

a. Custom ICT Development Services: When the Contractor

provides custom ICT development services and/or Commercially Available Off-the-Shelf (COTS) products, pursuant to the requirements, the Contractor shall ensure the ICT fully conforms to the applicable Revised Section 508 Standards prior to delivery and before final

acceptance.

b. Installation, Configuration & Integration Services: When the Contractor provides installation, configuration or integration services for equipment or software pursuant to the requirement, the Contractor shall not install, configure or integrate the equipment or software in a way that reduces the level of conformance with the applicable Revised Section 508 Standards.

c. Maintenance Upgrades & Replacements: The Contractor shall ensure maintenance upgrades, substitutions, and replacements to equipment and software pursuant to this award do not reduce the approved level of conformance with the applicable Revised Section 508 Standards at the time of award. Additionally, an updated Accessibility Conformance Report (ACR) shall be submitted for each ICT Item, and shall be completed according to the instructions provided

by the Industry Technology Industry Council (ITIC), in order to be considered for each option year exercise.

d. Service Personnel: The Contractor shall ensure that contractor personnel providing support are DHS Trusted Tester or have an equivalency of the knowledge, skills, and ability necessary to address the applicable Revised Section 508 Standards defined in the requirement, and shall provide conformant Section 508 supporting documentation upon request.

e. Hosting Services: The Contractor shall not implement hosting services in a manner that reduces the existing level of conformance of the electronic content with applicable Revised Section 508 Standards, when providing hosting services for electronic content to the agency. Throughout the life of the award, the agency reserves the right to perform Independent Third-Party testing on a vendor or Contractor's hosted solution to verify conformance.

2. Validation for ICT Items: The Contractor shall test and validate the ICT solution for conformance to the Revised Section 508 Standards, in accordance with the required testing methods and provide test results to verify conformance of the Voluntary Product Assessment Template (VPAT).

a. For web and software, WCAG 2.0 Level AA or WCAG 2.1

Conformance Test Results shall be based on the Accessibility Tests for Software and Web, Harmonized Testing Process for Section 508 Compliance.

b. For Microsoft Office and PDF documents, WCAG 2.0 Level AA or WCAG 2.1 Conformance test results shall be based on the Harmonized Testing Guidance from the AED ACOP. c. For ICT Items that are not electronic content, the Contractor shall validate conformance to the applicable Revised Section 508 Standards using a defined testing process. The Contractor shall describe test process and provide the testing results to the agency.

3. Conformance Reporting: For ICT items that are developed,

updated, or configured for the agency, and when product substitutions are offered:

a. Before acceptance, the Contractor shall provide an ACR for each ICT item that is developed, updated, configured for the agency, and when product substitutions are offered. The ACR should be based on the most recent version of the VPAT provided by the Industry Technology Industry Council (ITIC) at

<https://www.itic.org/policy/accessibility/vpat>. An ACR shall be submitted for each ICT Item, and shall be completed according to the instructions provided by ITIC to be considered for acceptance.

b. Before acceptance, when the Contractor is required to perform testing to validate conformance to the agency's accessibility requirements, the vendor shall provide a Supplemental Accessibility Report (SAR) that contains the following information:

i. Accessibility test results based on the required test methods

ii. Documentation of features provided to help achieve accessibility and usability for people with disabilities.

iii. Documentation of core functions that cannot be accessed by persons with disabilities.

iv. Documentation on how to configure and install the ICT item to support accessibility.

v. When an ICT item is an authoring tool that generates content (including documents, reports, videos, multimedia productions, web content, etc.), provide information on how the ICT item enables the creation of accessible electronic content that conforms to the Revised Section 508 Standards, including the range of accessible user interface elements the tool can create.

vi. Before final acceptance, the Contractor shall provide a fully

working demonstration of the completed ICT Item to demonstrate conformance to the agency's accessibility requirements. The demonstration shall expose where such conformance is and is not achieved.

c. At any time, DOL reserves the right to perform Independent Third-Party testing to validate the ICT solution provided by the Contractor, conforms to the applicable Revised Section 508 Standards.

4. Non-Compliance: Before final acceptance of any ICT item,

including updates and replacements, DOL shall determine that the furnished ICT item is in compliance with applicable requirements. If the furnished ICT item is determined to be non-compliant, the Contracting Officer shall notify the Contractor of this determination, within 15 business days of determination of non-compliance. The Contractor shall, at no cost to DOL, repair or replace the non-compliant products or services within the period specified by the Contracting Officer, or show evidence that as a reseller, it is actively working with the contractor to make the product compliant.

The Contracting Officer makes the final decision to accept or not accept a Contractor's ICT item that does not meet the stated Section 508 Standards. Where DOL determines that conformance to requirements of the Revised Section 508 Standards would impose an undue burden or would result in a fundamental alteration in the nature of the ICT, conformance shall be required only to the extent that it does not impose an undue burden, or result in a fundamental alteration in

the nature of the ICT. Where ICT conforming to one or more

requirements in the Revised Section 508 Standards is not

commercially available, DOL shall procure the ICT that best meets the Revised Section 508 Standards consistent with the DOL's business needs. In such cases, the Contractor shall provide alternative means of access that will enable people with disabilities to use the product being procured.

Additional information about Section 508 accessibility standards is located at <https://www.section508.gov/>

Additional information on creating accessible documents is available at <https://www.hhs.gov/web/section-508/making-files-accessible/index.html>

## **DOL 2018-02 DOL MANDATORY TRAINING REQUIREMENTS FOR CONTRACTOR EMPLOYEES (AUGUST 2018)**

### **A. Applicability**

Contracting Officers shall insert this clause in all solicitations and awards for services, including construction.

### **B. Definitions**

None

### **C. Requirements**

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

(2) Time spent on training shall be counted as regular hours worked.

### **D. Flowdown of requirements to subcontractors**

(1) The Contractor shall ensure this clause is incorporated in all subcontracts, at any tier.

(End of Clause)

**DOLAR 2952.201-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) CLAUSE**

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

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

acceptance of the supplies or services furnished for payment.

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

(End Clause)

**DOL 2012-02 CONTRACTOR'S OBLIGATION TO NOTIFY THE CONTRACTING OFFICER OF A REQUEST TO CHANGE THE CONTRACT SCOPE (CONTRACTOR'S OBLIGATION CLAUSE)**

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

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

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

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

(b) Following submission of this notice, the Contractor shall continue performance in accordance with the contract terms and conditions, unless notified otherwise by the Contracting Officer.

(c) The Contracting Officer shall promptly, within 5 business days after receipt of notice from the Contractor, respond to the notice in writing. In responding, the Contracting Officer shall either:

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

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

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

(End of clause)

**DOL 2014-04 LIMITATION OF GOVERNMENT'S OBLIGATION (LoGO) - (JULY 2014)**

(a) Contract line item(s) (\$ to be determined at the exercise of each option) through (\$ to be determined at the exercise of each option) are incrementally funded. For these item(s), the sum of (\$ to be determined at the exercise of each option) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least thirty days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 80 percent of the total amount presently allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes." In no event shall the equitable adjustment be more than the contract line item(s) price(s) in question.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$ \_\_\_\_\_ \*

(month) (day), (year) \$ \_\_\_\_\_ \*

(month) (day), (year) \$ \_\_\_\_\_ \*

(month) (day), (year) \$ \_\_\_\_\_ \*

\* To be inserted after negotiation.

(End of clause)

ALTERNATE I (JULY 2014).

If only one line item will be incrementally funded, substitute the following paragraph (a) for paragraph (a) of the basic clause:

(a) Contract line item \_\_\_\_\_ is incrementally funded. The sum of \$ \* is presently available for payment and allotted to this contract. An allotment schedule is contained in paragraph (j) of this clause.

\* To be inserted after negotiation.

## **DOL 2014-02 EMERGENCY CONTINUATION OF ESSENTIAL SERVICES**

### **CLAUSE**

#### **Emergency Continuation of Essential Services**

a) Essential Services. The Department of Labor has identified certain services under this agreement (contract, BPA, BOA, task/delivery order or other vehicle, hereinafter "requirement") as being essential to the Department's missions and operations. Such essential services must continue to be performed, even if an event occurs (or is threatened to occur) that would disrupt or interfere with operations at, or access to, facilities where services ordinarily take place. Such an event may include, but is not limited to, emergencies that may be natural (e.g., earthquake, flood, hurricane, tornado, public health emergencies including pandemic influenza), man-made (e.g., civil unrest, chemical spill, cyber or terrorist threats or attacks), or technological (e.g., building fire, utility outage), and which may affect one or more facilities or locations, including federal facilities, where the Contractor normally performs services hereunder.

b) Contingency Plans. Unless already included in the requirement, within 30 days of the commencement of performance (or the bi-lateral incorporation of this clause), the Contractor shall submit the following contingency plans to the Contracting Officer (CO) and the Contracting Officer's Representative (COR):

- 1) A contingency plan to continue performance off-site for a period of between one and thirty days; and
- 2) A contingency plan to continue performance off-site for more than thirty days, until the event described above is resolved.

Such contingency plans will become an obligation of the Contractor under the requirement.

c) Contents of the Contingency Plans. The contingency plans referenced in paragraph (b) above shall, at a minimum, address:

- 1) How the Contractor plans to continue performance of essential services for the duration of an event, including identifying and securing suitable off-site workplaces, personnel, and resources;
- 2) The Contractor's use of off-site facilities, including allowing its essential personnel to work from an alternative site or other remote locations to perform essential services;
- 3) Alert and notification procedures for mobilizing and communicating with the Department and with essential personnel, and for communicating expectations to its personnel regarding their roles and responsibilities during the event;
- 4) A list of telephone numbers and email addresses (with alternates if available) for all managers currently performing under the requirement; and
- 5) Processes and requirements for the identification, training, and preparedness of essential personnel who would be capable of relocating to alternate facilities or performing work from home.

d) Approval of the Contingency Plans. The CO, in consultation as appropriate with the COR, shall review both contingency plans within 14 days of receipt, or as agreed, and shall either accept them or advise the Contractor of any reason for disapproval. If either plan is not accepted by the CO, the Contractor shall resubmit a revised plan within 7 days, or as agreed.

e) Activation of a Contingency Plan. The Agency Head, CO, COR, or other authorized agency official, may activate the Contractor's Contingency Plan by notifying the Contractor either orally or in writing. In the event of an oral instruction, a written confirmation of the activation will follow shortly after the resumption of normal activities. Once a contingency plan has been activated, services

hereunder shall continue without delay or interruption, notwithstanding the "Excusable Delay" Clause, or any other provision of the contract (or requirement if this contract vehicle is BPA, BOA, or similar vehicle).

f) Failure to Execute a Plan. In the event the Contractor is unable or unwilling to perform the essential services identified under the requirement, as determined by the Department in its sole discretion, the Department reserves the right, in addition to any other right it may have, to use federal employees or other contract support, either from existing contracts or new contracts, to continue those critical services. The Department may view the Contractor's failure to implement the Contingency Plan as not performing a contractual requirement and reserves all rights to seek remedies associated with any such nonperformance. Any new contracting efforts would be conducted in accordance with the Federal Acquisition Regulation, OFPP's January 14, 2011 Emergency Acquisition Guide, or any other subsequent emergency guidance that may be issued.

(End of Clause)

## **DOL 2018-01 PRIVACY BREACH NOTIFICATION REQUIREMENTS - (APRIL 2018)**

### **A. Applicability**

Contracting Officers shall insert this clause in all solicitations and contract actions except solicitations and contract actions that are solely for the acquisition of commercially available off-the-shelf (COTS) items.

### **B. Definitions**

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

- (1) A person other than an authorized user accesses or potentially accesses Personally Identifiable Information (PII); or
- (2) An authorized user accesses or potentially accesses PII for an unauthorized purpose.

"Information" is defined as any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, electronic, or audiovisual forms (See Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource).

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

"Personally Identifiable Information" is defined as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource).

### **C. Requirements**

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

(b) The contractor shall:

- Properly encrypt PII in accordance with appropriate laws, regulations, directives, standards or guidelines;
- Report to DOL any suspected or confirmed breach in any medium or form, including paper, oral, and electronic within one hour of discovery;
- Cooperate with and exchange information with DOL (Contracting Officer and Contracting Officer's Representative) as well as allow for an inspection, investigation, forensic analysis, as determined necessary by the DOL, in order to effectively report and manage a suspected or confirmed breach;
- Maintain capabilities to determine what DOL information was or could have been compromised and by whom, construct a timeline of user activity, determine methods and techniques used to access Federal information, and identify the initial attack vector;

- Ensure staff that have access to DOL systems or information are regularly trained to identify and report a security incident. This includes the completion of any DOL mandatory training for contractors;
- Take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised.
- Report incidents per DOL incident management policy and US-CERT notification guidelines.

(c) Remedy:

- A report of a breach shall not, by itself, be interpreted as evidence that the Contractor or its subcontractor (at any tier) failed to provide adequate safeguards for PII. If the Contractor is determined to be at fault for the breach, the Contractor may be financially liable for Government costs incurred in the course of breach response and mitigation efforts;
- The contractor shall take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised; Additionally, the individual or individuals directly responsible for the data breach shall be removed from the contract within 45 days of the breach of data;
- The Government reserves the right to exercise all available contract remedies including, but not limited to, a stop-work order on a temporary or permanent basis in order to address a breach or upon discovery of a Contractor's failure to report a breach as required by this clause. If the Contractor is determined to be at fault for a breach, the contractor shall provide credit monitoring and privacy protection services  $\zeta$  for one year  $\zeta$  to any individual whose private information was accessed or disclosed. The individual shall be given the option, but the decision is theirs. Those services will be provided solely at the expense of the contractor, and will not be reimbursed by the federal government.

(End of Clause)