

REQUEST FOR QUOTATION <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET ASIDE		PAGE OF PAGES 1 31
1. REQUEST NO. 1605C4-23-Q-00038	2. DATE ISSUED 03/24/2023	3. REQUISITION/PURCHASE REQUEST NO. 1636-OAA-23-NAT-0011	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1	RATING
5a. ISSUED BY US Department of Labor Customer Acquisition Services 200 Constitution Ave, NW S-4307 Washington DC 20210			6. DELIVERY BY (Date)	
5b. FOR INFORMATION CALL: (No collect calls)			7. DELIVERY <input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER (See Schedule)	
NAME Michael Whiddon			9. DESTINATION	
AREA CODE 256 NUMBER 473-0028			a. NAME OF CONSIGNEE US DEPARTMENT OF LABOR	
8. TO:			b. STREET ADDRESS 200 CONSTITUTION AVE., N.W. WAGE AND HOUR DIVISION	
a. NAME			c. CITY WASHINGTON	
b. COMPANY			d. STATE DC e. ZIP CODE 20210	
c. STREET ADDRESS			f. ZIP CODE 20210	
d. CITY			e. STATE DC f. ZIP CODE 20210	
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS (Date) 04/03/2023 04:00 P.M. ET		IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.		

11. SCHEDULE (Include applicable Federal, State and local taxes)

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<p>This is a Request for Quote (RFQ) issued by the Department of Labor (DOL) on behalf of the Wage and Hour Division (WHD) to provide meeting spaces and equipment to support the Basic I Investigator In-Person Training to be held in the Indianapolis, IN area from May 8-12, 2023, in accordance with the attached Statement of Work (SOW).</p> <p>Quotation submission terms, requirements, and instructions are set forth in the continuation pages of this Request for Quote (RFQ). Vendor shall submit a quote in accordance with the instructions and other terms as set forth in this RFQ. Written questions must be received by this office not later than April 3, 2023, at 4:00 PM Continued ...</p>				

12. DISCOUNT FOR PROMPT PAYMENT	a. 10 CALENDAR DAYS (%)	b. 20 CALENDAR DAYS (%)	c. 30 CALENDAR DAYS (%)	d. CALENDAR DAYS	
				NUMBER	PERCENTAGE

NOTE: Additional provisions and representations are are not attached

13. NAME AND ADDRESS OF QUOTER			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
a. NAME OF QUOTER			16. SIGNER		b. TELEPHONE	
b. STREET ADDRESS					AREA CODE	
c. COUNTY			a. NAME (Type or print)		NUMBER	
d. CITY			e. STATE f. ZIP CODE		c. TITLE (Type or print)	

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
1605C4-23-Q-00038

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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	EDT. ALL QUESTIONS MUST BE SUBMITTED ELECTRONICALLY VIA EMAIL to Michael Whiddon, Contract Specialist: whiddon.michael.v@dol.gov and Jay B. James, Contracting Officer: james.jay.b@dol.gov by March 29, 2023 at 4:00 PM EDT. Period of Performance: 05/08/2023 to 05/12/2023 Basic I Training for investigators that are new to the agency, May 8-12,2023 IN PERSON TRAINING Product/Service Code: X1AB				

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1 - Description/Specifications/Work Statement

STATEMENT OF WORK FOR WAGE AND HOUR DIVISION (WHD)

BASIC I TRAINING – MAY 8 - MAY 12, 2023

PART 1

1. GENERAL INFORMATION

Basic I Investigator Training (“Basic I”) is a total of three-weeks (10 virtual days and 3 classroom days + 2 travel days) training designed to educate new investigators about WHD's enforcement responsibilities and agency procedures. These investigators are new to the agency, having completed a 12-week pre-class training program prior to attending Basic I. This training provides classroom instruction from agency experts from around the country. During the classroom experience, trainees will utilize digital training materials, role-playing and other activities to simulate the real life experience of a WHD investigator. The training culminates in a graduation ceremony on the last day that is attended by senior staff from Washington, DC and WHD’s 5 Regional Offices.

1.1 OBJECTIVES

The WHD Division of Training and Education intends to hold the one-week (3 classroom days + 2 travel days) Basic I Training in a hotel. In order to conduct the training, WHD will require meeting space to accommodate approximately one hundred eighteen (118) trainees and instructors and breakout sessions. WHD requires trainees to stay on-site at the hotel during the one-week in-person Basic I Training. **Therefore, the venue must hold a block of one twenty (120) single occupancy rooms for the travelers for the duration of the training.** Trainees will reserve and pay for their room and make their travel arrangements separately from this procurement using the E-2 Travel system.

1.2 SCOPE

The scope of this purchase will encompass the reservation of meeting rooms and audio-visual equipment.

1.2.1 Meeting Room Requirements

- Break-out session room

Number of Rooms Required: [5]

Number of Days Required: 4 days with 24-hour hold even on weekends no room switch

Dates required: [5/8/23 – 5/12/23]

- Medium meeting space, of at least 900 – 1,000 square feet. The layout of the meeting space must be unobstructed by columns, insets, or other design traits.
- Must be able to accommodate 20 people per room seated at 4 person 72” crescent-rounds with 1 six-foot rectangular head table and 1 six-foot rectangular back table.
- Room must be ready for A/V set up [see sec. 1.2.2]
- Room must be equipped with wireless mic [see sec.1.2.2]
- Room must be wireless internet capable with bandwidth greater than 15Mbps
- Must have more than 3 electrical outlets in each room.
- Rooms must have at least one large trash can in each room.

- Office Suite

Number of Rooms Required: 1

Number of Days Required: 5 days with 24-hour hold even on weekends no room switch

Dates required: [5/8/23 – 5/12/23]

- Office meeting space, of at least 800 – 1000 square feet. Preferably on same floor/level and in proximate vicinity as other break-out meeting rooms.
- Must be able to accommodate 20-25 people seated at a conference table or in a U-shaped table
- Room must have dry erase board
- Room must be wireless internet capable with bandwidth greater than 15Mbps
- Room must have printer/copier
- Room must have at least one large trash can

- Registration Area

Small/Medium open space, approximately 500-1,000 square feet to be available during the first day of the training [5/9/23].

- Small Storage Area

Space for approximately 35 boxes during the duration of training

Dates required: [5/8/23 – 5/12/23].

1.2.2 Audio-Visual Requirements and Miscellaneous Services

- Break Out Rooms: Projection Screen, AV cart, & PC audio patch [customer will bring own LCD projector] AV staff to tape down power cords to all tables
 - Quantity: [1 setup per room]
 - Dates Required: [5/8/23-5/12/23]
- Wireless Mic for Break-Out Rooms
 - Quantity: 1 per room
 - Dates Required: [5/8/23 – 5/12/23]
- Flip Chart Easels for Break Out Sessions ([6] per meeting room) and 2 for the office space (no paper required)
 - Quantity: [32 total]
 - Dates Required: [5/8/23 – 5/12/23]
- Wireless Internet Connection for the Break-out Sessions
 - Quantity: bandwidth greater than 15Mbps
 - Dates Required: [5/8/23 – 5/12/23]
- Wireless Internet Connection for the Office Suite
 - Quantity: bandwidth greater than 15Mbps
 - Dates Required: [5/8/23 – 5/12/23]
- PC audio patch for Break-out Sessions
 - Quantity: [1 per room]
 - Dates Required: [5/8/23 –5/12/23]
- Copy/Printer Machine with network laptop in Office Suite

- Quantity: 1
- Dates Required: [5/8/23 – 5/12/23]

- Handling Service for Receiving Boxes (25lbs each)
 - Quantity: unlimited number of boxes received
 - Dates Required: [5/8/23 – 5/8/23]

- Handling Service for Shipping Boxes (25lbs each)
 - Quantity: unlimited number of boxes shipped
 - Dates Required: [5/8/23 – 5/12/23]

1.2.3 Preferred Amenities and Surrounding Attractions

Trainees are required to stay on-site at the hotel the entire duration of the in-person onsite one-week Basic I Training. Given the length of their stay, it will be important that the selected hotel has amenities that are helpful during extended stays. In addition to amenities provided by the hotel, the surrounding area must also have convenient access to dining and appropriate entertainment attractions.

Trainees will use their travel per diem for all meals (breakfast, lunch, dinner). The training schedule allows for sufficient break time to allow participants to acquire food and beverage as needed.

- Preferred Services and Amenities to be provide by hotel:
 - Room rates offered at the GSA government rate
 - On-site laundry facilities for guests or send-out laundry service
 - Microwave in each guest room
 - Refrigerator or mini fridge in each room
 - Wireless internet in guest rooms
 - Sanitizer stations throughout hotel

- Preferred attractions surrounding the hotel (within 0.5 mile or 6 block walking radius of hotel):
 - Dining options
 - Fast lunch establishments such as [including but not limited to]:
 - Sandwich shop
 - Burger shop
 - Pizza shop
 - Salad shop
 - Casual Sit-down dining establishments

 - Appropriate entertainment options [including but not limited to]
 - Movie theater
 - Shopping mall
 - Museums and/or art galleries
 - Public park

1.3 PERIOD OF PERFORMANCE

The period of performance shall be for May 8 – May 12, 2023.

1.4 PLACE OF PERFORMANCE

The work to be performed under this contract will be performed at the contractor’s location in the following area:

Indianapolis Metropolitan Area, IN

1.5 TYPE OF CONTRACT

The government anticipates award of a Fixed Price Purchase Order.

1.6 SECURITY

The Contractor will be responsible for ensuring compliance by its employees with the security regulations of Contractor facilities where work is performed under this Contract.

1.6.1 PRIVACY

Contractor shall take all necessary steps to protect the privacy of DOL employees attending the training. 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.

1.6.2 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)

1.6.3 CONTRACTING OFFICER REPRESENTATIVE

The (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, including Government drawings, designs, specifications: monitor Contractor's performance and notifies both the Contracting Officer and Contractor of any deficiencies; coordinate availability of government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to 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 order.

PART 2 DEFINITIONS & ACRONYMS

CO - Contracting Officer

COR - Contracting Officer's Representative: A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor

COTR - Contracting Officer's Technical Representative

DEFECTIVE SERVICE - A service output that does not meet the standard of performance associated with it in the Statement of Work.

DOL - Department of Labor

OASAM - Office of the Assistant Secretary for Administration and Management

OMB - Office of Management and Budget

PIV - Personal Identity Verification

POP - Period of Performance

SOW - Statement of Work

**PART 3
GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES**

3. GOVERNMENT FURNISHED ITEMS AND SERVICES

The Government shall provide LCD projectors, easel paper, surge protectors and other assorted supplies and instructional materials. Attendees will primarily use their government issued laptop.

3.1 INFORMATION SOURCES

Knowledgeable DOL personnel will be made available to assist Contractor personnel in obtaining information pertinent to this SOW.

**PART 4
CONTRACTOR FURNISHED ITEMS AND SERVICES**

4. CONTRACTOR WILL FURNISH ITEMS LISTED BELOW:

- Meeting space
- Meeting space furniture including but not limited to tables, chairs, linens (if requested), etc.
- All AV equipment and services outlined in section 1.2.2
- o LCD service package (Carts, screens, and power cords)
- o Microphone
- o Flip chart easels
- o PC audio patch
- o Printer/laptop
- o Moving equipment required for shipment and receiving of DOL boxes

**PART 5
SPECIFIC TASKS**

5. TASKS

The following is the set of tasks required under this Statement of Work and any resulting Contract.

Task 5.1: Space and Facilities Management

- 5.1.1 Provide WHD with guest rooms and meeting room space as outlined in SOW.
- 5.1.2 Ensure that guests with disabilities are properly accommodated under the requirements of the American with Disabilities Act.
- 5.1.3 Ensure facilities are clean.

Task 5.2: Meeting Coordination

- 5.2.1 Provide a designated meeting coordinator (POC) to liaise with WHD representatives. Meeting coordinator will ensure that there are clear lines of communication between WHD and hotel staff through on-going consultation and status inquiries.

2 - Section 2

Clauses

52.204-14 Service Contract Reporting Requirements. (OCT 2016)

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

52.204-21 Basic Safeguarding of Covered Contractor Information Systems. (NOV 2021)

52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities. (NOV 2021)

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

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

52.212-4 Contract Terms and Conditions - Commercial Products and Commercial Services. (DEC 2022)

52.213-1 Fast Payment Procedure. (MAY 2006)

52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (NOV 2021)

52.216-8 Fixed Fee. (JUN 2011)

52.232-1 Payments. (APR 1984)

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

52.232-11 Extras. (APR 1984)

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

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

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

52.233-1 Disputes. (MAY 2014)

52.233-3 Protest After Award. (AUG 1996)

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

52.242-17 Government Delay of Work. (APR 1984)

52.244-6 Subcontracts for Commercial Products and Commercial Services. (DEC 2022)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (DEC 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. 4655).

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

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

(4) 52.204-10, 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)).
- [X] (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- [X] (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- [X] (28) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O. 13126).
- [X] (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- [X] (30)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
 - [] (ii) Alternate I (FEB 1999) of 52.222-26.
- [X] (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.
- [X] (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.
- [X] (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- [X] (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [X] (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).

[X] (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.)

[X] (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.

[X] (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).

[X] (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.

[X] (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I [Reserved]

[] (iii) Alternate II (DEC 2022) of 52.225-3.

[] (iv) Alternate III (JAN 2021) of 52.225-3.

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

- (50) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (55) 52.229-12, 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. 3805).
- (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- (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).

[X] (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) [X] (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. Subtitle A, Part V, Subpart G 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)

52.252-2 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): <https://www.acquisition.gov/browse/index/far>

(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 2020-02 Contractor Responsibility to Report Theft of Government Property (FEB 2020)

A. Applicability

Contracting Officers (CO) shall insert this clause in all new solicitations and awards that contain Federal Acquisition Regulation (FAR) clause 52.245-1, Government Property.

B. Definitions

“Government property” and “Loss of Government property” is defined at FAR 52.245-1, Government Property.

“Theft of Government property” is defined as crime to embezzle, steal, or knowingly convert with intent for one’s own personal gain, or without authority to sell, convey or dispose of any record, voucher, money, or thing of value issued by a department of the United States government.

C. Requirements

Upon the Contractor becoming aware of theft of Government property by its employee(s), including theft that occurs at subcontractor or alternate site locations, the Contractor shall report the theft of Government the property to the Contracting Officer’s Representative or CO of record.

(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)

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 DOLQuickpay 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: (202) 693-2862. Mail paper invoices to:

U.S. Department of Labor

Office of Financial Management Operations Division of Client Accounting

Services Room S-5526

200 Constitution Avenue, N.W. Washington, DC 20210

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

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

OCFOinvoiceinquiries@dol.gov .

DOL 2019-04 ASSET REPORTING REQUIREMENTS (July 2019)

A. Applicability

Contracting Officers shall insert this clause in all awards for the acquisition of Accountable Property to increase the management and tracking of high-value Government assets.

B. Definitions

"Accountable Property" is a term to identify property that is essential to the Department of Labor's (DOL) operations for which it is in the best interest of the Government to assign and record accountability to assure proper use, maintenance, and disposal. This includes items purchased and obtained through a "lease to own" program. The following items are DOL Accountable Property:

1. DOL-owned or DOL-leased, serialized items (i.e., items with a manufacturer's serial number) with an acquisition unit cost above \$3,000.

2. DOL-owned or DOL-leased "sensitive items."

3. DOL-owned or DOL-leased furniture with an acquisition unit cost above \$10,000. Items with an acquisition unit cost less than \$10,000 are not applicable.

"Sensitive Items" is defined as items, regardless of value, that have appeal to others and may therefore be subject to theft, or to security concerns, or that are considered mission critical. The following are considered sensitive items, as well as any other items identified as sensitive by the Contracting Officer's Representative (COR):

- a. Desktops and Laptops, including docking stations and connectable monitors
- b. PDAs/iPads/SurfacePros/Tablets
- c. Printers and Copiers
- d. Software Licenses, including media
- e. Mobile Devices
- f. Firearms
- g. Communication Equipment (e.g. telephone base and handsets, mobile radio equipment, etc.)
- h. Conference/Audio-Visual Equipment
- i. Power/Specialty Tools (e.g. lab equipment, postage meters, etc.)

C. Requirements

The contractor shall submit a DOL Asset Report at time of delivery for both Accountable Property and Sensitive Items. The DOL Asset Report shall be delivered electronically to the COR and the DOL Property Management Office at zzDOL-OASAM-PersonalProperty@dol.gov DOL Asset Reports shall include Accountable Property and Sensitive Items that have been delivered. The report shall be formatted as an Office Open XML Spreadsheet (.XLSX) document, and adhere to following DOL Asset Report Requirements:

- Award/Purchase Number: The award number issued by the Government.
- Date Shipped: The date the item was shipped to the Government.
- Asset Type: The contract Line Item Description.
- Manufacturer: The manufacturer of the item.
- Model: The model (name and/or number) of the item.
- Serial Number: The serial number of the item.
- DOL Asset Number: The number of the barcode applied before shipping (if barcoding is required by the award).
- Government Shipping Street Address: The shipping street address of where the item was delivered.
- Warranted Item: Indicates whether an item is warranted (Y or N).
- Warranty Time frame: The start and end date of the warranty (if applicable).
- Cost: Acquisition cost per unit and total cost of purchase.

DOL 2019-02 Access to Contractor Business Systems (April 2019)

A. Applicability

Contracting Officers shall insert this clause in all solicitations and contract actions that include covered contractor systems owned, or operated by or for a contractor.

B. Definitions

“Covered contractor systems” means a system that is owned, or operated by or for a contractor that processes, stores, or transmits Federal information.

C. Requirements

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

End of Clause

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)

3 - Section 3

Provisions

52.204-3 Taxpayer identification. (OCT 1998)

(a) *Definitions.*

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

TIN: _____.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(f) *Common parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-8 Annual Representations and Certifications. (DEC 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 721110.

(2) The small business size standard is 500.

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

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

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

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

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

(2) If the provision at 52.204-7, System for Award Management, is not included in this solicitation, and the Offeror has an active registration in the System for Award Management (SAM), the Offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The Offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

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

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

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

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

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

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

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

- (iv) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.
- (v) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (vi) 52.204-26, Covered Telecommunications Equipment or Services-Representation. This provision applies to all solicitations.
- (vii) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.
- (viii) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (ix) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.
- (x) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (xi) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
 - (C) The provision with its Alternate II applies to solicitations that will result in a multiple-award contract with more than one NAICS code assigned.
- (xiii) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii).
- (xiv) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xv) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xvi) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial products or commercial services.
- (xvii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xviii) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xix) 52.223-22, Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation. This provision applies to solicitations that include the clause at 52.204-7.)

(xx) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xxi) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates II and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$50,000, the basic provision applies.

(B) If the acquisition value is \$50,000 or more but is less than \$92,319, the provision with its Alternate II applies.

(C) If the acquisition value is \$92,319 or more but is less than \$100,000, the provision with its Alternate III applies.

(xxii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

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

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

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

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

(Contracting Officer check as appropriate.)

(i) 52.204-17, Ownership or Control of Offeror.

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

(End of provision)

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)

52.204-26 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)

4 - Section 4

Submissions Instructions

Provisions
Instructions, Conditions, and Notice to Bidders

52.212-1 INSTRUCTIONS TO OFFERORS:

52.212-1, Instructions to Offerors--Commercial, applies to this acquisition. Quoters must comply with all instructions contained in FAR 52.212-1, Instructions to Offerors--Commercial Items. FAR 52.212-1 is supplemented per following addenda: Submissions shall be submitted prior to the closing date and include the following: name, address, and telephone number of the contractor, unit price, and overall total price, of the item/services being offered insufficient detail to evaluate compliance with the requirements. All quotes shall include the following documentation/information: Quoters shall complete blocks 8(a)(b)(c)(d)(e) and (f) on the SF18, page 1. These blocks contain the name and address of the Contractor, signature of the person authorized to sign quotation, and date of quotation. Contractor agrees to hold the prices in its quotation firm for 90 calendar days from the date specified for the receipt of quotations unless another time period is specified in an amendment to the solicitation.

The contractor shall also submit completed solicitation provisions and clauses: **52.204-24 and 52.204-26.**

NOTE: All items highlighted in yellow in this RFQ must be completed and returned along with the quote. If these items are not completed and submitted at time of quote, you may be rated technically unacceptable. The Government encourages the quoters to provide discounts from their published pricing.

SUBMISSION DEADLINES:

Electronic quotes are authorized forth is solicitation and will be considered for evaluation. Quotes shall be received no later than the date and time cited in Block 8 of this solicitation at the following e-mail addresses: whiddon.michael.v@dol.gov and james.jay.b@dol.gov

52.212-2 EVALUATION-COMMERCIAL ITEMS:

52.212-2, Evaluation--Commercial Items shall be used. The Evaluation Commercial Items applies to this acquisition and that the Government expects to award a single order resulting from this RFQ to the responsive, responsible quoter whose technically acceptable quote conforming to the RFQ will be the most advantageous to the government, price and other factors considered. The following factors shall be used to evaluate offers:

FACTOR 1: Technical

Technical Rating

RATING ACRONYM	RATING DESCRIPTION	DEFINITIONS

A	Acceptable	The quote is technically acceptable as it meets and/or exceeds the minimum technical acceptability requirements of the RFQ.
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U	Unacceptable	The quote is technically unacceptable as it does not meet the minimum technical acceptability requirements of the RFQ.
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FACTOR 1: Technical

Quoters must demonstrate an understanding of the requirement and their technical quotes must meet the requirements set forth in the Statement of Work (SOW).

FACTOR 2: Price

Firm-Fixed Pricing (FFP) shall be proposed for all required pricing. Contractor agrees to hold the prices in its quotation firm for 90 calendar days from the date specified for the receipt of quotations unless another time period is specified in an amendment to the solicitation.

BASIS FOR AWARD:

Award will be made to the vendor that is determined to be responsive, responsible that whose offer conforms to the to the solicitation requirements and provides the best value to the Government at a fair and reasonable price.