

REQUEST FOR QUOTE

15B40223Q00000005

FPC Duluth Upgrade Fuel Management System

This combined synopsis/solicitation is being issued under Request for Quotation (RFQ) # 15B40223Q00000005 for the upgrade of fuel management system to include required products and installation at the Federal Prison Camp (FPC) in Duluth, Minnesota. This solicitation document and incorporated provisions and clauses are those in effect through Federal Acquisition Circular 2023-02 effective 03/16/2023. A pre-quote conference at FPC Duluth (4464 Ralston Drive, Duluth MN 55811) is scheduled for 11 May 2023 @ 9:00 a.m. CDT. For each person wishing to attend a completed NCIC background investigation form must be emailed to jderungs@bop.gov prior to 26 April 2023 @ 12:00 pm CDT. Questions regarding the specifications of this solicitation should be emailed to jderungs@bop.gov and will be collected until 12 May 2023 @ 3:00 p.m. CDT. After that the questions and answers will be posted to the SAM.gov solicitation site. Quotes are due no later than 19 May 2023 @ 12:00 pm CDT and shall be on an all or none basis. Written quotes are required (oral offers will not be accepted). Award will be made using Simplified Acquisition Procedures in accordance with FAR 13.106-2. Please include **Unique Entity ID (UEI), CAGE Code, Tax Identification Number, FOB Destination, Discount Terms and Delivery Date on quotes. The NAICS Code is 333914 - Measuring, Dispensing, and Other Pumping Equipment Manufacturing. This solicitation is set aside for small business concern with a Size Standard of 750 employees.**

1. Projected Schedule:

Pre-quote conference RSVP w/ emailed NCIC form due: 26 April 2023 @ 12:00 p.m. CDT

Pre-quote conference: 11 May 2023 @ 9:00 a.m. CDT

Questions due to jderungs@bop.gov: 12 May 2023 @ 3:00 p.m. CDT

Quotes due: prior to 19 May 2023 @ 12:00 p.m. CDT, (email quotes to jderungs@bop.gov)

Work starts: 10 days after award notice

Work complete to include all site cleanup: 17 days after award notice

2. Company Info: Please provide the following information:

Legal Business Name (match name in SAM.gov):					
Unique Entity ID#:					
Primary POC:		Telephone #:			
E-Mail Address:		Federal Tax ID#:			
Acknowledgement of 60-day acceptance period:		Yes:		No:	

Identify those individuals authorized to negotiate with the Government:	
Name	Title

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FPC Duluth Upgrade Fuel Management System

3. Description of Goods/Services:

Fuelmaster, FMU 2500 Plus, Prokee Master Unit with the following features

- Windows Compatible Software w/ both SQL Server and Access
- USB Prokee Encoder
- 1 Prokee
- Generic Prox Card Reader, HID Proximity Card Reader

In addition to supplying and installing the above equipment the contractor will be required to remove and dispose of the existing pedestal system.

Fuelmaster has been deemed the only brand name currently FITARA approved for use by the Bureau of Prisons.

4. Direct questions to Jacob DeRungs, Contract Specialist via email at jderungs@bop.gov.

5. Mandatory Registrations:

To be eligible for award, the System for Award Management (SAM) registrations must be current. If your Reps & Certs are not current, go to **<https://www.sam.gov>**.

6. **The FAR/ provisions and clauses that are applicable to this request/solicitation for open market quotes are included as an attachment.**

Complete the unit price/extended amount/total cost and terms below:				
PRICING SCHEDULE				
Description	Quantity	Unit	Unit Price	Amount
Supply/Install Fuel Management System per section 3 description	1	JB	\$	\$
			Total	\$

Quoters Comments:

Quoted By (type or print name):	Signers Title:
Signature:	Date:

REQUEST FOR QUOTE
15B40223Q00000005
FPC Duluth Upgrade Fuel Pump Readers

Attachments Incorporated:

1. Clauses and Provisions
2. Davis Bacon WD #MN20230129
3. NCIC Background Form
4. EEO / Davis Bacon Jobsite Posters

Attachment 1 – Clauses and Provisions

Clauses By Full Text

2852.223-70 Unsafe Conditions Due to the Presence of Hazardous Material (June 1996)

- (a) "Unsafe condition" as used in this clause means the actual or potential exposure of contractor or Government employees to a hazardous material as defined in Federal Standard No. 313, and any revisions thereto during the term of this contract, or any other material or working condition designated by the Contracting Officer's Technical Representative (COTR) as potentially hazardous and requiring safety controls.
- (b) The Occupational Safety and Health Administration (OSHA) is responsible for issuing and administering regulations that require contractors to apprise its employees of all hazards to which they may be exposed in the course of their employment; proper conditions and precautions for safe use and exposure; and related symptoms and emergency treatment in the event of exposure.
- (c) Prior to commencement of work, contractors are required to inspect for and report to the contracting officer or designee the presence of, or suspected presence of, any unsafe condition including asbestos or other hazardous materials or working conditions in areas in which they will be working.
- (d) If during the performance of the work under this contract, the contractor or any of its employees, or subcontractor employees, discovers the existence of an unsafe condition, the contractor shall immediately notify the contracting officer, or designee, (with written notice provided not later than three (3) working days thereafter) of the existence of an unsafe condition. Such notice shall include the contractor's recommendations for the protection and the safety of Government, contractor and subcontractor personnel and property that may be exposed to the unsafe condition.
- (e) When the Government receives notice of an unsafe condition from the contractor, the parties will agree on a course of action to mitigate the effects of that condition and, if necessary, the contract will be amended. Failure to agree on a course of action will constitute a dispute under the Disputes clause of this contract.
- (f) Nothing contained in this clause shall relieve the contractor or subcontractors from complying with applicable Federal, State, and local laws, codes, ordinances and regulations (including the obtaining of licenses and permits) in connection with hazardous material including but not limited to the use, disturbance, or disposal of such material.
- (End of Clause)

FAO-0002 Magnitude

The magnitude of this project is between \$0.00 and \$25,000.00.

FAO-0004 Pre-Construction Conference

- (a) Prior to the start of construction, Contracting Officers shall call a conference with the contractor, subcontractor(s), Warden, Controller/Business Administrator, Safety Manager, Facilities Administrator, Project Representative, A&E firm, Captain and other interested personnel to discuss the statutory labor standards, prevailing wage requirements, submission of the contractor's payrolls, subcontractor's responsibilities, institution work schedules, local policies, contraband, parking, storage of vehicles and equipment, etc.

Minutes of the conference shall be recorded, listing the names and titles of all attendees, and the subject matter of all items covered. The minutes shall be signed by the contractor and the Contracting Officer, and a signed copy placed in the contract file.

- (b) The Contractor shall familiarize himself/herself with all procedures involved in normal institution routines. Any requirements which may constitute a problem or result in conflict, will be brought to the attention of the Contracting Officer or his representative for determination.

FAO-0006 Contractor Use of Premises

Work Hours

The project schedule is based on a normal forty (40) hour work week, eight (8) hours per day, Monday through Friday, excluding Federal holidays. The Contracting Officer's Representative (COR) shall establish the work hour time frames for the duration of the project, subject to the approval of the Contracting Officer. Work hours and work days may be altered only with a 48 hour advance approval of the Contracting Officer.

NOTE: Access to the site will be available during normal working hours except during emergencies. It shall be the responsibility of the Contractor to familiarize himself, his employees, and his subcontractors of the working hours and conditions in the correctional

facility, as working hours may not constitute a full eight hour day. The Government assumes no responsibility to the Contractor, nor to any of his subcontractors, for shorter hours due to institutional emergencies or entry and/or exit of workers necessitated by normal institution routines. The procedures and institutional entrance/exit routines applicable to this project will be explained at both the pre-bid conference/site visit and the pre-construction meeting.

Contraband

The Contractor shall inform his employees that intoxicating beverages, drugs, weapons, etc., will not be allowed on the site. Introduction of contraband shall be subject to the penalties prescribed by Title 18 USC-1791.

Explosives

The use of explosives is absolutely forbidden without written authorization from the Contracting Officer.

Parking and Temporary Office

Parking will be available at the site to the extent it does not interfere with construction activities. Otherwise, parking shall be provided for by the Contractor, at his expense, off the site for workmen employed on the project. Any temporary field office used by the Contractor shall be located in an area approved by the COR.

Safety and Accident Prevention

In performing work under this contract the contractor shall:

- (a) Conform to the specific safety requirements established by this contract;
- (b) Comply with the safety rules of the Government institution that concern related activities not directly addressed in this contract;
- (c) Take all reasonable steps and precautions to prevent accidents and preserve the life and health of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
- (d) Take such additional immediate precautions as the Contracting Officer and/or COR may reasonably require for safety and accident prevention purposes.

FAO-0007 Payment Services

- (a) Original application for payment shall be prepared on AIA (American Institute of Architects) Form G-702 "Application and Certificate for Payment" and submitted to the Contracting Officer. The contractor may use another form; however, it shall contain similar information as the AIA Form G-702. The Contracting Officer's Representative (COR) will approve the amount of payment by signing. The approved application for payment shall be forwarded as follows: Original to Accounting; Copy for Contract Award File.
- (b) All small business contractors are required to self-certify on all invoices their small business status.
- (c) The following information is required with each application for payment:
 - Name and address of contractor
 - Contract number
 - Contractor invoice/application for payment number
 - Description, price, and quantity of construction completed/rendered
 - Payment terms (reference the contract payment clause)
 - Other substantiating documentation or information required by the contract
 - Name, title, and phone number of official to be notified in the event of a defective invoice
 - Contractor TIN (Tax ID Number)

FAO-0009 Contract Security (Program Statement 3000.03 Human Resource Management Manual)

In addition to the information contained in clause "DOJ-03 Personnel Security Requirements For Contractor Employees (Nov 2021); (Alt. I) -- Classified Information -- Cleared

Contractors", the following additional security is required to be completed and submitted for all contract employees who will be working under the terms of the contract:

Criminal History Check – BP-A0660
CJIS Name Check Request Form

FAO-0014 Contract Closeout Procedures (for construction contracts \$150,000 or less)

Contract Closeout must be completed upon receipt of property and final payment.

Prior to payment of final invoice:

The Contractor shall submit the following documentation:

- (1) Guarantees and warranties;
- (2) All operation/maintenance manuals;
- (3) Consent of Surety to Final Payment (AIA Document G707), if the contractor furnished a bond;
- (4) Release of Claims (GSA Form 1142);
- (5) Evidence of no pending labor disputes;
- (6) As-built drawings/shop drawings, (if applicable);
- (7) Contractor's final invoice.

AIA forms can be obtained from The American Institute of Architects at www.aiabookstore.com.

GSA forms can be obtained from the General Services Administration at www.gsa.gov (click on the "Forms Library" link).

Contract Clauses

Clauses By Reference

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): www.acquisition.gov		
Clause	Title	Fill-ins (if applicable)
52.242-14	Suspension of Work (Apr 1984)	
52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
52.204-13	System for Award Management Maintenance (Oct 2018)	
52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data-Modifications (Nov 2021)	

52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
52.222-6	Construction Wage Rate Requirements (Aug 2018)	
52.222-7	Withholding of Funds (May 2014)	
52.222-8	Payrolls and Basic Records (Jul 2021)	
52.222-9	Apprentices and Trainees (July 2005)	
52.222-10	Compliance with Copeland Act Requirements (Feb 1988)	
52.222-11	Subcontracts (Labor Standards) (May 2014)	
52.222-12	Contract Termination - Debarment (May 2014)	
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations (May 2014)	
52.222-14	Disputes Concerning Labor Standards (Feb 1988)	
52.222-15	Certification of Eligibility (May 2014)	
52.222-27	Affirmative Action Compliance Requirements for Construction (Apr 2015)	

Clause	Title	Fill-ins (if applicable)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)	
52.227-4	Patent Indemnity-Construction Contracts (Dec 2007)	
52.232-5	Payments under Fixed-Price Construction Contracts (May 2014)	
52.232-27	Prompt Payment for Construction Contracts (Jan 2017)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.233-1	Disputes (May 2014)	
52.213-4	Terms and Conditions-Simplified Acquisition (Other Than Commercial Products and Commercial Services)(Mar 2023)	
52.236-3	Site Investigation and Conditions Affecting the Work (Apr 1984)	
52.236-5	Material and Workmanship (Apr 1984)	
52.236-7	Permits and Responsibilities (Nov 1991)	
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements (Apr 1984)	
52.236-26	Preconstruction Conference (Feb 1995)	
52.243-4	Changes (June 2007)	
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (Feb 1999)	Minority Goals: "1%" Female Goals: "6.9%" 3: "Minnesota, St. Louis County, Duluth"

Clauses By Full Text

52.211-10 Commencement, Prosecution, and Completion of Work (Apr 1984)

The Contractor shall be required to (a) commence work under this contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 7 days. The time stated for completion shall include final cleanup of the premises.

(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/>

[Insert one or more Internet addresses]

(End of clause)

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

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

"Covered contractor information system" means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

"Federal contract information" means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

"Information" means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

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

"Safeguarding" means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

(1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (*i.e.*, information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

52.223-99 DEV Ensuring Adequate COVID-19 Safety Protocols for Federal Contractors (Oct 2021) (DEVIATION)

(a) *Definition.* 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.

(b) *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).

(c) *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/>.

(d) *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)

BOP 2852.201-71 Contracting Officer's Representative (COR) (June 2012)

(a) Jacob DeRungs, FPC Duluth, 218-249-7322, is hereby designated as the Contracting Officer's Representative (COR) under this contract.

(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

contractor 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 shall issue such changes.

DOJ-04 Federal Workplace Responses to Domestic Violence, Sexual Assault, and Stalking (DEC 2014)

(a) **Department Policy on Domestic Violence, Sexual Assault, and Stalking.** It is the Department's policy to enhance workplace awareness of and safety for victims of domestic violence, sexual assault, and stalking. This policy is summarized in DOJ Policy Statement 1200.02 (Policy Statement), available in full for public viewing at

<https://www.justice.gov/sites/default/files/ovw/legacy/2013/12/19/federal-workplace-responses-to-domesticviolence-sexualassault-stalking.pdf>

Federal-workplace-responses-to-domesticviolence-sexualassault-stalking.pdf. Vendor agrees, upon contract award, to provide notice of this Policy Statement, including at a minimum the above-listed URL, to all of Vendor's employees and employees of subcontractors who will be assigned to work on Department premises.

(b) **Point of Contact for Victims of Domestic Violence, Sexual Assault, and Stalking.** Upon contract award, the Department will notify contractor of the name and contact information for the Point of Contact for Victims of domestic violence, sexual assault, and stalking for the component or components where Contractor will be performing. Contractor agrees to inform its employees and employees of subcontractors who will be assigned to work on Department premises of the name and contact information for the Victim Point of Contact.

(End of Clause)

DOJ-02 Contractor Privacy Requirements (JAN 2022)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

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

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

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

(3) Prior Approval Required to Hire Subcontractors

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

(4) Separation Checklist for Contractor Employees

The Contractor shall complete and submit an appropriate separation checklist to the Contracting Officer before any employee

or Subcontractor employee terminates working on the contract. The Contractor must submit the separation checklist on or before the last day of employment or work on the contract. The separation checklist must verify: (1) return of any Government-furnished equipment; (2) return or proper disposition of personally identifiable information (PII)[2], in paper or electronic form, in the custody of the employee or Subcontractor employee including the sanitization of data on any computer systems or media as appropriate; and (3) termination of any technological access to the Contractor's facilities or systems that would permit the terminated employee's access to PII or other sensitive information.

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

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

B. Privacy Training, Safeguarding, and Remediation

(1) Required Security and Privacy Training for Contractors

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

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

(2) Safeguarding PII Requirements

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

(3) Non-Disclosure Agreement Requirement

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

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

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

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

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

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

(5) Reporting Actual or Suspected Data Breach

Contractors must report any actual or suspected breach of PII within one hour of discovery.[4] A "breach" is an incident or occurrence that involves the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where: (1) a person other than an authorized user accesses or potentially accesses PII or (2) an authorized user accesses or potentially accesses PII for an other than authorized purpose. The report of a breach must be made to DOJ. The Contractor must cooperate with DOJ's inquiry into the incident and efforts to minimize risks to DOJ or individuals, including remediating any harm to potential victims.

- (a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01[5], Reporting and Response Procedures for a Breach of Personally Identifiable Information.
- (b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial
- (c) The Contractor must provide a written report to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:
 - (i) Narrative or detailed description of the events surrounding the suspected loss or compromise of information.[6] Date, time, and location of the incident.
 - (ii) Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.
 - (iii) Contractor's assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.[7]
 - (iv) Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
 - (v) Cause of the incident and whether the company's security plan was followed and, if not, which specific provisions were not followed.[8]
 - (vi) Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
 - (vii) Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.
- (d) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.
- (e) At the Government's discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access PII or to work on that contract based on their actions related to the loss or compromise of PII.

(6) Victim Remediation

At DOJ's request, the Contractor is responsible for notifying victims and providing victim remediation services in the event of a breach of PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose PII was lost or compromised. When DOJ requests notification, the Department Chief Privacy and Civil Liberties Officer and SCOP will direct the Contractor on the method and content of such notification to be sent to individuals whose PII was breached. By performing this work, the Contractor agrees to full cooperation in the

event of a breach. The Contractor should be self-insured to the extent necessary to handle any reasonably foreseeable breach, with another source of income, to fully cover the costs of breach response, including but not limited to victim remediation.

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

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

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

(2) Records Creation, Ownership, and Disposition

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

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

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

D. Data Privacy and Oversight

(1) Restrictions on Testing or Training Using Real Data Containing PII

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

(2) Requirements for Contractor IT Systems Hosting Government Data

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

(3) Requirement to Support Privacy Compliance

(a) If this contract requires the development, maintenance or administration of information technology[9], the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IPA is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IPA asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project[10]

to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IPAs, PIAs, and SORNs, is located on the DOJ OPCL website (<https://dojnet.doj.gov/privacy/>), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

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

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

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

[3] The DOJ OPCL Resources page is available at <https://www.justice.gov/opcl/resources>.

[4] As stated in DOJ Instruction 0900, “Contractors must notify the Contracting Officer, the Contracting Officer’s Representative, and JSOC (or component-level SOC) within 1 hour of discovering any incidents, including breaches, consistent with this Instruction, guidance issued by the CPCLO, NIST standards and guidelines, and the US-CERT notification guidelines.”

[5] <https://www.justice.gov/file/4336/download>

[6] As stated in DOJ Instruction 0900, the description should include the type of information that constitutes PII; purpose for which PII is collected, maintained, and used; extent to which PII identifies a peculiarly vulnerable population; the determination of whether the information was properly encrypted or rendered partially or completely inaccessible by other means; format of PII (e.g., whether PII was structured or unstructured); length of time PII was exposed; any evidence confirming that PII is being misused or that it was never accessed.

[7] As stated in DOJ Instruction 0900, the report should include the nature of the cyber threat (e.g., Advanced Persistent Threat, Zero Day Threat, data exfiltration) for cyber incidents.

[8] As stated in DOJ Instruction 0900, the report should include analysis on whether the data is accessible, usable, and intentionally targeted.

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

[10] In this instance, the term “project” is used to scope the activities (e.g., creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, or disposing of information) covered by an IPA. A project is intended to be technology-neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other

activity that may create potential privacy issues or privacy risks that would benefit from an IPA. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL.

(End of Clause)

DOJ-03 Personnel Security Requirements For Contractor Employees (Nov 2021); (Alt. I) -- Classified Information -- Cleared Contractors

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

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

1. General Requirements

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

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

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

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

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

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

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

2. Citizenship and Residency Requirements

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

unescorted access *provided that* an adequate background investigation can be conducted, with favorable adjudication, as determined by the DSO.

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

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

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

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

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

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

(d) Access to DOJ Information Technology Systems. Non-U.S citizens are not authorized to access DOJ information technology (IT) systems or assist in the development, operation, management, or maintenance of DOJ IT systems, including providing IT system support, unless a waiver has been granted by the Head of the DOJ component or designee, with the prior concurrence of both the DSO and the DOJ Chief Information Officer, allowing computer access by the non-U.S. citizen. Such a waiver will be granted only in exceptional and unique circumstances on a case-by-case basis. It should be noted that the Justice Consolidated Office Network (JCON) is a sensitive DOJ IT system and any contractor employee who will need access to JCON must be a U.S. citizen or have received a In order for a waiver to be considered for approval: (1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; (2) The type of personnel security vetting that has been conducted on the individual, and vetting results, that would mitigate risk; and (3) The waiver must be in the best interest of the federal government.

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

3. Background Investigation Requirements

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

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

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

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

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

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

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

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

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

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

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

4. Background Investigation Process

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

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

(i) Digital Fingerprinting/FD-258 Applicant Fingerprint Card. Two sets are required per applicant. The contractor may schedule appointments with the SPM to be digitally fingerprinted; otherwise, fingerprinting by the FBI or other law

enforcement entity, as approved by the SPM, is required to ensure the identity of the person being fingerprinted and for printing quality. All pertinent information must be completed by the individual taking the fingerprints (FBI or other). Use of the physical FD-258 Applicant Fingerprint Card should only be used in extenuating circumstances.

- (ii) DOJ-555 Fair Credit Reporting Act Disclosure. Authorizes DOJ to obtain one or more consumer/credit reports on the individual. This form will be required if the Component SPM determines a credit check is necessary for its Low Risk Level 1 contractor positions.
- (iii) OF-306, Declaration for Federal Employment.
- (iv) Foreign National Relatives or Associates Statement. This is only required if foreign national relatives or associates were not disclosed on the security questionnaire form.
- (v) Self-Reporting Requirements for All Contractor Personnel. This is an acknowledgement and acceptance statement that every contractor must sign.
- (vi) Additional information as may be required based on the review of the security questionnaire form.

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

(c) Adjudication and Pre-Employment Background Investigation Waivers

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

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

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

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

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

(Alt. I) [The following is added to the clause]:

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

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

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

5. Identity Proofing and Badging

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

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

(c) *(Alt. I) [The following is added to the clause]: (2) All contractor employees requiring access to classified information must appear in person at least once before an official of the contractor possessing the facility clearance, who is responsible for checking the identification documents. (Acceptable documents are listed in Form I 9, Employment Eligibility Verification, and at least one document must be a valid state or federal government issued picture ID). This identity proofing must be completed prior to commencement of work by the contractor employee under this contract and badge issuance (as applicable) and must be documented by the contractor official.*

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

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

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

6. Employee Reporting Requirements

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

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

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

7. Replacement Personnel

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

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

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

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

(End of Clause)

FAO-0015 Changes

(a) Unilateral changes (Change Orders) will be in accordance with the Changes clause 52.243-4 or Changes and Changed Conditions clause 52.243-5 whichever applies to this contract. Additionally, the parties may enter into bi-lateral supplemental agreements based on mutual agreement between the parties.

(b) In the case of either a unilateral change order or bi-lateral supplemental agreement, the Contractor shall submit to the Contracting Officer, through the Contracting Officer's Representative (COR), a written proposal for adjustment of the amount of increase or decrease. With the proposal, the Contractor shall submit an itemized breakdown in at least the following detail:

- (1) Material quantities and unit cost
- (2) Labor costs by material item
- (3) Construction equipment cost
- (4) Workmen's compensation and public liability insurance
- (5) Overhead
- (6) Profit or commission
- (7) Employment taxes (FICA and FUTA)
- (8) Performance and payment bonds increase

(c) For either unilateral change orders or bi-lateral supplemental agreements, the maximum allowable overhead, profit and commission percentages are contained below. The percentages for overhead, profit and commission shall be negotiated and may vary according to the nature, extent and complexity of the work involved, but in no case shall exceed the following:

(1) To the Contractor (Prime), on work performed by other than his own forces. The commission is 10% in the first \$20,000, 7 1/2% on the next \$30,000, 5% on the balance over \$50,000.

(2) To the Contractor, and/or the Subcontractors for that portion of the work performed with their respective forces. The percentage is 10% overhead and 10% profit on the first \$20,000, 7 1/2% overhead and 7 1/2% profit on the next \$30,000, and 5% overhead and 5% profit on the balance over \$50,000.

Not more than three (3) percentages, not to exceed the maximum percentage amounts shown above, will be allowed regardless of the number of Subcontractors (i.e., the mark up on work subcontracted by the Subcontractor will be limited to one overhead percentage

and one profit percentage in addition to the prime Contractor's commission percentage). On proposals covering both increases and decreases in the amount of the contract, overhead, profit and commission will be allowed on the net increase only.

- (d) When certified cost or pricing data are required under FAR 15.403-4 for proposals over \$2,000,000, the cost or pricing data shall be submitted in accordance with FAR 15.408, Table 15-2. No itemized breakdown will be required for proposals amounting to less than \$1,000.
- (e) When the necessity to proceed with a change does not allow sufficient time to negotiate a modification or because of failure to reach an agreement, the Contracting Officer may issue a change order instructing the contractor to proceed on the basis of a tentative price based on the best estimate available at the time, with the firm price to be determined later. Furthermore, when the change order is issued, the contractor shall submit a proposal for cost of changes in work within 30 calendar days.
- (f) The Contracting Officer will consider issuing a settlement by determination to the contract if the contractor's proposal required by paragraphs (a) and (b) of this clause is not received within 30 calendar days, or if agreement has not been reached.
- (g) Where a change involves credit items only, a proper measure of the amount of downward adjustment in the contract price is the reasonable cost to the contractor if he/she had performed the deleted work. A reasonable allowance for overhead and profit are properly includable as part of the downward adjustment for a deductive change. The amount of such allowance is subject to negotiation.
- (h) Overhead and contractor's fee percentages shall be considered to include insurance other than mentioned herein, field and office supervisors and assistants, security police, use of small tools, incidental job burdens, and general home office expenses and no separate allowance will be made therefor. Assistants to office supervisors include all clerical, stenographic and general office help. Incidental job burdens include, but are not necessarily limited to, office equipment and supplies, temporary toilets, telephone and conformance to OSHA requirements. Items such as, but not necessarily limited to, review and coordination, estimating and expediting relative to contract changes are associated with field and office supervision and are considered to be included in the contractor's overhead and/or fee percentage.
- (i) The Contractor shall submit with his proposal a request for time extension, if applicable.
- (j) The COR shall review the proposal and check estimates in detail, utilizing unit prices where specified or agreed upon. If they are in agreement, the COR shall forward the proposal to the Contracting Officer. The Contracting Officer will forward copies to the Architect-Engineer (if applicable) and the Regional Project Manager for their review and recommendations. After their review, the Architect-Engineer and Project Manager will forward their comments to the Contracting Officer.
- (k) If the Contracting Officer determines that an equitable adjustment is to be made, the contract shall be modified in writing utilizing the prescribed Standard Form 30 (Amendment of Solicitation/Modification of Contract) (SF-30). After the SF-30 has been signed by the Contractor and executed by the Contracting Officer, distribution shall be made as follows:

- (1) Original: Contract file
- (2) Copy to: Contractor
 - Regional Project Manager
 - Contracting Officer's Representative (COR)
 - Architect-Engineer Firm (if applicable)
 - Accounting Supervisor

FAO-0016 Equitable Adjustments: Waiver and Release of Claims

- (a) When the Contractor, after receipt of notification of a change made pursuant to the clause of this contract entitled "Changes" or after affirmation of constructive change thereunder, submits any claim for equitable adjustment under this clause, such claim shall include all types of adjustments in the total amounts to which that clause entitles the Contractor, including but not limited to adjustments arising out of delays or disruptions or both caused by such change. Except as the parties may otherwise expressly agree, the Contractor shall be deemed to have waived (i) any adjustments to which it otherwise might be entitled under the aforesaid clause where such claim fails to request such adjustment, and (ii) any increase in the amount of equitable adjustments additional to those requested in its claim.
- (b) Further, the Contractor agrees that, if required by the Contracting Officer, it will execute a release, in form and substance satisfactory to the Contracting Officer, as part of the supplemental agreement setting forth the aforesaid adjustment, and that such

release shall discharge the Government, its officers, agents, and employees, from any further claims, including but not limited, to further claims arising out of delays or disruptions or both caused by the aforesaid change.

Solicitation Provisions

Provisions By Reference

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

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

Provision	Title	Fill-ins (if applicable)
52.204-16	Commercial and Government Entity Code Reporting (Aug 2020)	
52.204-7	System for Award Management (Oct 2018)	
52.207-1	Notice Of Standard Competition (May 2006)	
52.204-22	Alternative Line Item Proposal (Jan 2017)	
52.215-1	Instructions to Offerors-Competitive Acquisition (Nov 2021)	

Provisions By Full Text

52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

www.acquisition.gov

[Insert one or more Internet addresses]

(End of provision)

52.222-5 Construction Wage Rate Requirements - Secondary Site of the Work (May 2014)

(a)(1) The offeror shall notify the Government if the offeror intends to perform work at any secondary site of the work, as defined in paragraph (a)(1)(ii) of the FAR clause at 52.222-6, Construction Wage Rate Requirements, of this solicitation.

(2) If the offeror is unsure if a planned work site satisfies the criteria for a secondary site of the work, the offeror shall request a determination from the Contracting Officer.

(b)(1) If the wage determination provided by the Government for work at the primary site of the work is not applicable to the secondary site of the work, the offeror shall request a wage determination from the Contracting Officer.

(2) The due date for receipt of offers will not be extended as a result of an offeror's request for a wage determination for a secondary site of the work.

(End of provision)

52.236-27 Alt I Site Visit (Construction) (Feb 1995) - Alternate I (Feb 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) An organized site visit has been scheduled for—May 11th, 2023 @ 0900 CDT

(c) Participants will meet at--
FPC Duluth Admin Building 4464 Ralston Drive, Duluth, MN 55811

(End of provision)

Section 7 - Representations and Certifications

Provisions By Reference

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

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

Provision	Title	Fill-ins (if applicable)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)	
52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)	
52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation (Dec 2016)	

Provisions By Full Text

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)

52.204-8 Annual Representations and Certifications (May 2022)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 333914 [insert NAICS code].

(2) The small business size standard is 750 employees [insert size standard].

(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 the provision at 52.204-7, System for Award Management.

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

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

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

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

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

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

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

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

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

(xii) 52.219-1, Small Business Program Representations (Basic, Alternates I, and II). This provision applies to solicitations when the contract 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 I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

___(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

___(vii) 52.227-6, Royalty Information.

___(A) Basic.

___(B) Alternate I.

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

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

FAR Clause #	Title	Date	Change

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

(End of provision)

"General Decision Number: MN20230129 01/20/2023

Superseded General Decision Number: MN20220129

State: Minnesota

Construction Type: Building

County: St Louis County in Minnesota.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/20/2023

ASBE0034-001 06/13/2022

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 41.00	37.99

BOIL0647-008 04/01/2021

	Rates	Fringes
BOILERMAKER.....	\$ 40.94	28.44

BRMN0001-010 05/02/2022

	Rates	Fringes
BRICKLAYER.....	\$ 40.71	29.42

BRMN0001-019 05/01/2018

	Rates	Fringes
TILE FINISHER.....	\$ 25.13	5.54
TILE SETTER.....	\$ 25.89	24.34

CARP0361-008 05/02/2022

	Rates	Fringes
CARPENTER (Includes Drywall Hanging, and Form Work, and Excludes Soft Floor Layer).....	\$ 33.74	25.20
SOFT FLOOR LAYER.....	\$ 38.91	22.03

ELEC0242-002 05/31/2021

	Rates	Fringes
ELECTRICIAN.....	\$ 41.37	28.81

ENGI0049-019 05/01/2020

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Bulldozer.....	\$ 40.93	21.70
Crane.....	\$ 42.35	21.70
Drill.....	\$ 40.93	21.70
Forklift.....	\$ 40.93	21.70
Loader.....	\$ 40.93	21.70
Oiler.....	\$ 38.30	21.70
Roller.....	\$ 40.93	21.70

IRON0512-025 05/01/2022

	Rates	Fringes
IRONWORKER (Structural and Reinforcing).....	\$ 36.94	33.11

LAB01091-025 05/01/2020

	Rates	Fringes
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LABORER

Asbestos Abatement (Removal from Ceilings, Floors, and Walls).....	\$ 34.73	16.40
Common or General.....	\$ 30.17	16.17
Mason Tender - Brick/Cement/Concrete.....	\$ 27.99	15.32
Pipelayer.....	\$ 35.68	16.92

PAIN0106-007 05/02/2022

	Rates	Fringes
GLAZIER.....	\$ 34.14	23.36

PAIN0106-009 05/03/2021

	Rates	Fringes
DRYWALL FINISHER/TAPER.....	\$ 33.04	22.34

PAIN0386-010 05/01/2014

	Rates	Fringes
PAINTER (Spray).....	\$ 25.08	13.99

PLAS0633-008 05/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 35.76	20.88

PLAS0633-011 05/01/2021

	Rates	Fringes
PLASTERER.....	\$ 36.24	21.13

PLUM0011-007 05/02/2022

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe Installation and Excludes HVAC Unit Installation).....	\$ 45.32	24.78
PLUMBER (Excludes HVAC Pipe and Unit Installation).....	\$ 45.32	24.78

ROOF0096-019 07/01/2022

	Rates	Fringes
ROOFER.....	\$ 38.47	19.80

* SHEE0010-034 04/02/2022

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct and Unit Installation).....	\$ 40.03	29.73

* UAVG-MN-0024 01/01/2019

	Rates	Fringes
OPERATOR:		
Backhoe/Excavator/Trackhoe.....	\$ 36.89	20.30

* UAVG-MN-0025 01/01/2019

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 29.50	17.64

SUMN2015-064 06/22/2018

	Rates	Fringes
OPERATOR: Bobcat/Skid		
Steer/Skid Loader.....	\$ 32.03	14.80
TRUCK DRIVER: Dump Truck.....	\$ 23.43	12.33

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

U.S. DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF PRISONS

**AUTHORIZATION FOR RELEASE OF INFORMATION
NCIC (National Crime Information Center) CHECK**

I hereby authorize a representative of the Federal Bureau of Prisons to obtain any information on my criminal history background. I understand that this check must be done before I am allowed to enter/serve at any Bureau facility. I also understand that refusal to provide all necessary information may result in 1) denial of entry into a Bureau facility and 2) denial of volunteer/contract status.

1. Name (Last, First, Middle)

2. Address (Street address) (City, State, County, Zip Code)

3. Home Telephone Number (Area Code, Number):

4. Aliases/Nickname:

5. Citizenship (List the country you are a citizen of):

6. Social Security Number:

7. Date of Birth (Month, day, year):

8a. Sex:

8b. Race:

8c. Height:

8d. Weight:

8e. Color of Eyes:

9f. Color of Hair:

9. Place of Birth (City, State, County), (List city, county and country if outside the U.S.A)

10. The above listed information is true and correct. Applicant's Signature

10a. Date

PRIVACY ACT NOTICE

Authority for Collecting Information: E.O. 10450; 5 USC 1303-1305; 42 USC 2165 and 2455; 22 USC 2585 and 2519; and 5 USC 3301

Purposes and Uses: Information provided on this form will be furnished to individuals in order to obtain information regarding activities in connection with an investigation to determine (1) fitness for Federal employment, (2) clearance to perform contractual service for the Federal Government, (3) security clearance or access. The information obtained may be furnished to third parties as necessary in the fulfillment of official responsibilities.

Effects of Non-disclosures: Furnishing the requested information is voluntary, but failure to provide all or of part the information may result in lack of further consideration for employment, clearance or access, or in the termination of your employment.

****This template is provided to assist Spanish-speaking persons who are not fluent in English to complete the corresponding Bureau form. It is a template only for instructional purposes, and should not be filled in.****

****Este modelo se provee para ayudar a las personas que hablan español y no dominan el inglés para que completen el formulario correspondiente de la Agencia. Es solo un modelo que sirve como ejemplo, y no se debe completar.****

**AUTORIZACIÓN PARA LA DISTRIBUCIÓN DE INFORMACIÓN
CHEQUEO DE NCIC (Centro Nacional de Información sobre el Crimen)**

Por este medio autorizo a un representante de la Agencia Federal de Prisiones a obtener cualquier información sobre los antecedentes de mi historial criminal. Entiendo que este chequeo debe ser hecho antes de recibir permiso para entrar/servir en cualquier instalación de la Agencia Federal de Prisiones. También entiendo que la negación a proveer toda la información necesaria puede resultar en 1) la negación de mi entrada a una instalación de la Agencia Federal de Prisiones y 2) la negación de mi clasificación como voluntario/contratista.

1. Nombre (Apellido, Nombre, Segundo Nombre)
 2. Dirección (Número de Domicilio y Calle) (Ciudad, Estado, Condado, Código Postal)
 3. Número de Teléfono de Casa (Código de Área, Número):
 4. Alias/Apodos:
 5. Ciudadanía (Indique el país de su ciudadanía):
 6. Número de Seguridad Social:
 7. Fecha de Nacimiento (Mes, día, año):
 - 8a. Sexo:
 - 8b. Raza:
 - 8c. Estatura:
 - 8d. Peso:
 - 8e. Color de Ojos:
 - 9f. Color de Cabello:
 9. Lugar de Nacimiento (Ciudad, Estado, Condado), (Indique la ciudad, el condado y el país, si es afuera de EE.UU.)
 10. La información anteriormente listada es verdadera y correcta.
 - 10a. Fecha
- Firma de Solicitante

AVISO SOBRE LA LEY DE PRIVACIDAD

Autoridad para Obtener Información: E.O. 10450; 5 USC 1303-1305; 42 USC 2165 y 2455; 22 USC 2585 y 2519; y 5 USC 3301

Objetivos y Usos: La información provista en este formulario será entregada a individuos, con el fin de obtener información en cuanto a actividades como parte de una investigación realizada para determinar (1) la aptitud para obtener empleo Federal, (2) la autorización para realizar servicio contratado para el Gobierno Federal, (3) la autorización de seguridad o acceso. La información obtenida puede ser entregada a terceras partes, como lo sea necesario, para realizar las responsabilidades oficiales.

Efectos de Información No Divulgada: El proveer la información solicitada es voluntario, pero la falta de proveer toda o parte de la información puede resultar en la privación de futura consideración para empleo, para autorización o acceso, o puede resultar en la terminación de su empleo.

Equal Employment Opportunity is **THE LAW**

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITY

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

EMPLOYEE RIGHTS

UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

**PREVAILING
WAGES**

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

Jacob DeRungs, Contract Specialist
jderungs@bop.gov
218-249-7322

or contact the U.S. Department of Labor’s Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd

