

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</i>				1. REQUISITION NUMBER 192123R09REPP0028		PAGE OF 1 143	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 70RFPW23QW9000002		6. SOLICITATION ISSUE DATE
7. <b>FOR SOLICITATION INFORMATION CALL:</b>		a. NAME Rachel Kalac			b. TELEPHONE NUMBER (253) 876-6838		8. OFFER DUE DATE/LOCAL TIME 03/14/2023 0900 PT
9. ISSUED BY FPS WEST CCG (70RFPW) U.S. Dept. of Homeland Security Office of Procurement Operations Federal Protective Service Acq. Division 400 15th Street SW Auburn WA 98001				CODE 70RFPW	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A) NAICS: 561621 SIZE STANDARD: \$22.0		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO US COURT HOUSE 312 NORTH SPRING STREET LOS ANGELES CA		CODE CA0041	16. ADMINISTERED BY DHS/FPS/West CCG/Region 9 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 400 15th Street SW Attn: Rachel Kalac Auburn WA 98001				
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				<input type="checkbox"/> 17c. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Requisition # 192123R09REPP0028  COR: Phil Coughlin, Philip.J.Coughlin@fps.dhs.gov, 415-500-1995 CO: Paul Metzger, Paul.Metzger@fps.dhs.gov, 253-876-6842 CS: Rachel Kalac, Rachel.D.Kalac@fps.dhs.gov, 253-876-6838 Budget POC: Tonia Patterson, Tonia.A.Patterson@fps.dhs.gov, 415-816-4365  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.			
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	
				Paul Metzger			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Video Surveillance System (VSS) Installation at the United States Courthouse in Los Angeles, CA</p> <p>1. The contractor shall provide all labor, material, management, expertise, transportation, supervision, training, license and permits to provide the services in accordance with the Statement of Work (SOW) for Video Surveillance System Installation at the United States Courthouse (CH) located at 312 N. Spring Street, Los Angeles, CA 90012 (CA0041).</p> <p>2. The Government has the right to inspect the equipment and refuse acceptance of the equipment if it is damaged or does not function properly. All costs required to provide a finished working product shall be borne by the contractor.</p> <p>3. Project Completion: No later than 60 business days after receipt of the Notice to Proceed.</p> <p>4. DHS/FPS is not responsible for any job-related injuries that occur while working on federal government property.</p> <p>****OFFERORS ARE ENCOURAGED TO REVIEW THE RFQ PACKAGE IN ITS ENTIRETY. ANY SUBMISSION WHICH DOES NOT MEET THE REQUIREMENTS OF THIS RFQ WILL BE REMOVED FROM AWARD CONSIDERATION. ATTACHMENT Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT ( <i>Location</i> )
		42c. DATE REC'D (YY/MM/DD)

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
70RFPW23QW9000002

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>E IS PROVIDED FOR YOUR CONVENIENCE AND OUTLINES THE REQUIREMENTS OF THIS RFQ PACKAGE.**** Period of Performance: 07/01/2023 to 09/30/2023</p> <p>Installation of Video Surveillance System (VSS) for Federal Protective Service - Region 9 United States Courthouse in Los Angeles, CA (CA0041) Product/Service Code: N063 Product/Service Description: INSTALLATION OF EQUIPMENT- ALARM, SIGNAL, AND SECURITY DETECTION SYSTEMS</p> <p>ATTACHMENTS:</p> <p>A - Statement of Work (SOW) A1 - Drawings/Floor Plans B - Wage Determination C - Past Performance Project Form D - Past Performance Questionnaire E - Contract Checklist</p>	1	LO		

## **CONTRACT CLAUSES, TERMS AND CONDITIONS**

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### **FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

### **CLAUSES INCORPORATED BY REFERENCE:**

- 52.204-7      SYSTEM FOR AWARD MANAGEMENT (OCT 2018)**
- 52.204-9      PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
- 52.204-13     SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**
- 52.204-19     INCORPORATE BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**
- 52.211-6      BRAND NAME OR EQUAL (AUG 1999)**
- 52.212-4      CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEM (DEC 2022)**

#### **ADDENDUM TO 52.212-4**

Notwithstanding the claim period stated in FAR 52.233-1, Disputes, and pursuant to FAR 33.206 Initiation of a Claim, the contractor agrees to submit any claim related to this contract (or order) within 12 months after accrual of claim.

- 52.225-25     PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN – REPRESENTATION AND CERTIFICATIONS (JUN2020)**

- 52.232-40     PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021)**

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.

(End of clause)

- 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION** (APR 1984)
- 3052.211-70 INDEX FOR SPECIFICATIONS** (DEC 2003)
- 3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK** (DEC 2003)
- 3052.222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY** (DEC 2003)
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**52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items.**

Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (DEC 2022)

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

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

(2) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) [52.209-10](#), Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).

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

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

[Contracting Officer check as appropriate.]

X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (June 2020), with *Alternate I* (Oct 1995) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

\_\_ (2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#))).

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

X (4) [52.203-17](#), Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights. (Jun 2020) (Section 828 of Pub. L. 112-239).

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

\_\_ (5) [Reserved].

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

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

X (8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) ([31 U.S.C. 6101 note](#)).

X (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

\_\_ (10) [Reserved].

\_\_ (11) (i) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) ([15 U.S.C. 657a](#)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-3](#).

\_\_ (12) (i) [52.219-4](#), Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) ([15 U.S.C. 657a](#)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-4](#).

\_\_ (13) [Reserved]

X (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

\_\_ (ii) Alternate I (Mar 2020) of [52.219-6](#).

- (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- (ii) Alternate I (Mar 2020) of [52.219-7](#).
- (16) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- (17) (i) [52.219-9](#), Small Business Subcontracting Plan (Jun 2020) ([15 U.S.C. 637\(d\)\(4\)](#)).
- (ii) Alternate I (Nov 2016) of [52.219-9](#).
- (iii) Alternate II (Nov 2016) of [52.219-9](#).
- (iv) Alternate III (Jun 2020) of [52.219-9](#).
- (v) Alternate IV (Jun 2020) of [52.219-9](#).
- (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).
- (ii) Alternate I (Mar 2020) of [52.219-13](#).
- (19) [52.219-14](#), Limitations on Subcontracting (Mar 2020) ([15 U.S.C. 637\(a\)\(14\)](#)).  
(DEVIATION OCT 2021) in full text
- (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (Jan 1999)  
([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020)  
([15 U.S.C. 657f](#)).
- (22) (i) [52.219-28](#), Post Award Small Business Program Representation (Nov 2020)  
([15 U.S.C. 632\(a\)\(2\)](#)).
- (ii) Alternate I (MAR 2020) of [52.219-28](#).
- (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) ([15 U.S.C. 637\(m\)](#)).
- (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar2020)  
([15 U.S.C. 637\(m\)](#)).
- (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020)  
([15 U.S.C. 644\(r\)](#)).
- (26) [52.219-33](#), Nonmanufacturer Rule (Mar 2020) ([15U.S.C. 637\(a\)\(17\)](#)).
- (27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

X (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan2020) (E.O.13126).

X (29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

X (30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

\_\_ (ii) Alternate I (Feb 1999) of [52.222-26](#).

X (31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

\_\_ (ii) Alternate I (Jul 2014) of [52.222-35](#).

X (32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

\_\_ (ii) Alternate I (Jul 2014) of [52.222-36](#).

X (33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

X (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

X (35) (i) [52.222-50](#), Combating Trafficking in Persons (Oct 2020) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_ (ii) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

\_\_ (36) [52.222-54](#), Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in [22.1803](#).)

\_\_ (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ( [42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (ii) Alternate I (May 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_ (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

\_\_ (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

\_\_ (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

\_\_ (ii) Alternate I (Oct 2015) of [52.223-13](#).

\_\_\_ (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun2014) of [52.223-14](#).

\_\_\_ (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (May 2020) ([42 U.S.C. 8259b](#)).

\_\_\_ (43)

(i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

\_\_\_ (ii) Alternate I (Jun 2014) of [52.223-16](#).

X (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

\_\_\_ (45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

\_\_\_ (46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

\_\_\_ (47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

\_\_\_ (ii) Alternate I (Jan 2017) of [52.224-3](#).

\_\_\_ (48) [52.225-1](#), Buy American-Supplies (Jan2021) ([41 U.S.C. chapter 83](#)).

\_\_\_ (49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Jan 2021)([41 U.S.C.chapter83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

\_\_\_ (ii) Alternate I (Jan 2021) of [52.225-3](#).

\_\_\_ (iii) Alternate II (Jan 2021) of [52.225-3](#).

\_\_\_ (iv) Alternate III (Jan 2021) of [52.225-3](#).

\_\_\_ (50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

X (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302Note](#)).

\_\_\_ (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov2007) ([42 U.S.C. 5150](#)).

\_\_\_ (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ([42 U.S.C. 5150](#)).

\_\_\_ (55) [52.229-12](#), Tax on Certain Foreign Procurements (Jun 2020).

\_\_\_ (56) [52.232-29](#), Terms for Financing of Purchases of Commercial Items (Feb 2002) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

\_\_\_ (57) [52.232-30](#), Installment Payments for Commercial Items (Jan 2017) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

X (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ([31 U.S.C. 3332](#)).

\_\_\_ (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

\_\_\_ (60) [52.232-36](#), Payment by Third Party (May 2014) ([31 U.S.C. 3332](#)).

\_\_\_ (61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

\_\_\_ (62) [52.242-5](#), Payments to Small Business Subcontractors (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

\_\_\_ (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)).

\_\_\_ (ii) Alternate I (Apr 2003) of [52.247-64](#).

\_\_\_ (iii) Alternate II (Feb 2006) of [52.247-64](#).

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

[Contracting Officer check as appropriate.]

X (1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter67](#)).

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

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

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

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

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

X (7) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

X (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_ (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

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

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

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

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

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

(i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Jun 2020) ([41 U.S.C. 3509](#)).

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

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

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

*Covered article* means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

*Covered entity* means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition*. Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement*.

(1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

(i) Within 1 business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

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

(End of clause)

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

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

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

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

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

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

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

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

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

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

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

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

(d) Reporting requirement.

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

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

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

(End of clause)

(v) [52.219-8](#), Utilization of Small Business Concerns (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (Oct 2020) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) Alternate I (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

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

(xvi) [52.222-54](#), Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix) (A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(a) *Definition*. As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who-

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart [24.3](#) and [39.105](#)).

(c) (1) "Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover-

(i) The provisions of the Privacy Act of 1974 ( [5 U.S.C. 552a](#)), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will-

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

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

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).

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

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. Appx. 1241\(b\)](#) and [10 U.S.C. 2631](#)). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of clause)

#### **52.212-4 Contract Terms and Conditions-Commercial Items.**

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#### **FAR 52.212-4 Contract Terms and Conditions—Commercial Items (December 2022)**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes,

unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

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

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

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

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

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

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or

copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

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

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

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

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

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

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

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

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

(6) Interest.

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

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

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

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) [Reserved]

(u) Unauthorized Obligations

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

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

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

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

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

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

(End of clause)

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**FAR 52.228-5 Insurance-Work on a Government Installation (Jan 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective-

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

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**3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (SEP 2012)**

The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The provision or clause in effect based on the applicable regulation cited on the date the solicitation is issued applies unless otherwise stated herein. The following provisions and clauses are incorporated by reference:

(a) Provisions.

52.237-1 Site Visit (APR 1984)

3052.209-72 Organizational Conflicts of Interest.

3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.

3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.

(b) Clauses.

3052.203-70 Instructions for Contractor Disclosure of Violations.

3052.204-70 Security Requirements for Unclassified Information Technology Resources.

3052.204-71 Contractor Employee Access.

Alternate I

3052.205-70 Advertisement, Publicizing Awards, and Releases.

3052.209-73 Limitation on Future Contracting.

3052.215-70 Key Personnel or Facilities.

3052.216-71 Determination of Award Fee.

3052.216-72 Performance Evaluation Plan.

3052.216-73 Distribution of Award Fee.

3052.217-91 Performance. (USCG)

3052.217-92 Inspection and Manner of Doing Work. (USCG)

3052.217-93 Subcontracts. (USCG)

3052.217-94 Lay Days. (USCG)

- 3052.217-95 Liability and Insurance. (USCG)
  - 3052.217-96 Title. (USCG)
  - 3052.217-97 Discharge of Liens. (USCG)
  - 3052.217-98 Delays. (USCG)
  - 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
  - 3052.217-100 Guarantee. (USCG)
  - 3052.219-70 Small Business Subcontracting Plan Reporting.
  - 3052.219-71 DHS Mentor Protégé Program.
  - 3052.228-70 Insurance.
  - 3052.228-90 Notification of Bond Payment Bond Protection. (USCG)
  - 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
  - 3052.228-92 Fair Market Value of Aircraft. (USCG)
  - 3052.228-93 Risk and Indemnities. (USCG)
  - 3052.236-70 Special Provisions for Work at Operating Airports.
  - 3052.242-72 Contracting Officer's Technical Representative.
  - 3052.247-70 F.o.B. Origin Information.
  - Alternate I
  - Alternate II
  - 3052.247-71 F.o.B. Origin Only.
  - 3052.247-72 F.o.B. Destination Only.
- 

### **BANKRUPTCY (Tailored)**

In the event the contractor becomes insolvent or enters into proceedings relating to bankruptcy or business dissolution under any chapter of the United States bankruptcy Code, whether voluntary or involuntary, the contractor agrees to furnish, via overnight or express mail or electronic commerce method authorized by the contract, written notification of the proceeding to the contracting officer responsible for administering the contract. This notification shall be furnished within three days of the initiation of the proceedings and shall include the date on which the petition was filed, the identity of the court in which the petition was filed, and a listing of government contract numbers and contracting officers for all government contracts against

which final payment is not made. This obligation remains in effect until final payment under this contract has been made.

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### **SUBMISSION OF INVOICES**

1. After award of this contract, but prior to performance, the contractor shall meet with the Contracting Officer and Contracting Officer's Representative upon request to discuss proper invoice preparation and submission. The contractor and government shall agree on a standardized invoice format to be used for submission of all invoices under this contract that meets the requirements of FAR 52.212-4 Contract Terms and Conditions – Commercial Items, Paragraph (g) "Invoice." Use of a standardized invoice format will facilitate timely invoice reviews and approvals. Failure to use the agreed standardized invoice format shall result in rejection of invoices.
  
2. Invoices shall be submitted for payment within 30 days after acceptance by FPS. Invoices submitted prior to FPS acceptance for contract # will be rejected. Invoices shall not contain any employee Personally Identifiable Information (PII). Invoices shall be submitted via one of the following two methods:
  - a. **By mail:** FPS-Region 9  
DHS, FPS  
Financial Operations-Burlington  
P.O. Box 1279  
Williston, VT 05495-1279  
**ATTN:** FPS, Region 9
  
  - b. **By e-mail:** [FPSInvoice.Consolidation@ice.dhs.gov](mailto:FPSInvoice.Consolidation@ice.dhs.gov)  
The invoice number and FPS Region 9 shall be annotated in the subject line of the e-mail. Only (1) invoice shall be submitted per e-mail message. The invoice attached to the e-mail shall be in Portable Document Format (PDF). Invoices submitted by other than these two methods will not be processed and will be returned.
  
3. Contractors shall provide an informational copy of each invoice to the Contracting Officer's Representative (COR), [Philip.J.Coughlin@fps.dhs.gov](mailto:Philip.J.Coughlin@fps.dhs.gov), and Contract Specialist [Rachel.D.Kalac@fps.dhs.gov](mailto:Rachel.D.Kalac@fps.dhs.gov), concurrent with submission to the designated billing office referenced above.
  
4. In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (OCT 2018), the contractor shall include the following information:
  - a. Annotate "FPS Region 9" on the face of each invoice.

- b. Clearly identify the date the services were delivered, and the final inspection signed off on by the Government.
  - c. Cite the identical CLIN description on the invoice as what is cited within the CLIN description listed in the contract.
  
5. Contractors shall submit only one invoice per Purchase Order. Invoice shall be submitted after Final Inspection and Acceptance has been granted by an FPS Inspector. Failure to comply with these submission requirements will result in rejection of the invoice. Contracting Officer may grant approval when necessary.

ATTACHMENT A - STATEMENT OF WORK (SOW)



# Homeland Security

*Federal Protective Service  
U.S. Department of Homeland Security*

STATEMENT OF WORK

for

Upgrade of  
Video Surveillance System (VSS)

**November 28, 2022**

**United States Courthouse VSS Project**

**United States Courthouse  
312 North Spring St.  
Los Angeles, CA 90012  
CA0041**

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**A. BACKGROUND**

- A.1 The Federal Protective Service (FPS) is the federal law enforcement agency responsible for the protection and security of federal facilities, employees, and visitors. FPS actively works to reduce security vulnerabilities of federal facilities from criminal, terrorist, accidental, and natural disaster threats to ensure properties remain safe, secure, and available to the American public and employees of the federal Government.
- A.2 The following Statement of Work (SOW) and guidelines have been developed by the Department of Homeland Security (DHS), Federal Protective Service (FPS) to mitigate threats and vulnerabilities pertaining to federal buildings and Government leased spaces. The SOW and regulations were developed with the notion that the security posture of each federally owned building or Government leased space is unique.
- A.3 Government owned and leased facilities regardless of their age may contain environmental hazards. The Contractor shall refer to the Asbestos and Lead-Based Paint Survey (ACM) included as an addendum to this solicitation and become familiar with the hazards before any survey or design work is accomplished. During the development of the design based on the SOW, areas containing environmental hazards should be avoided when possible. Due to presence of asbestos in the project area, the contractor will be required to comply with the State of California requirements for asbestos during project installation. Refer to <https://www.arb.ca.gov/enf/asbestos/asbestos.htm> for more information and requirements. Documentation of compliance with State regulations will be required upon project completion.
- A.4 This facility has been placed on the National Register of Historic Places. Due to this designation, during the installation of the cameras, the contractor will be required to, where possible, drill holes small, and drill them in grout joints or other inconspicuous places. Any issues or questions that arise during the installation process should be directed to the FPS point of contract for further consultation and review by the GSA historic preservation specialist prior to completing the installation.

**B. PURPOSE**

**B.1 Description of Existing System**

Component	Brand	Make	Model	Quantity	Location	Cable Specification
DVR	Bosch	DiBos	Unk.	1	FPS Control room	Coax
Workstation	HP	HP	Z230	1	FPS Control room	Coax

Analog camera Fixed	Bosch	Unk	Unk	1	Main St. Entrance Doors	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Main St. Entrance – Left, Post-1 Screening	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Main St. Entrance – Right, Post-1 Screening	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Main St. Entrance – Center, Post-1 Screening	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Main St. Marshalls Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Gun Storage Locker	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Freight/ Prisoner Elevator	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Southwest Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Judges Parking - Ramp	Coax
Analog PTZ camera	Bosch	Unk	Unk	1	Judges Parking - Loading Dock	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Judges Loading Dock - Freight Elevator	Coax
Analog PTZ camera	Bosch	Unk	Unk	1	Judges Parking - back wall	Coax
Analog PTZ camera	Bosch	Unk	Unk	1	Judges Parking - Center Column	Coax

Analog camera Fixed	Bosch	Unk	Unk	1	Hallway to Judges parking	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Judges Entry Gate - Interior	Coax
Analog PTZ camera	Bosch	Unk	Unk	1	Judges Entry gate - Exterior	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Judges Entry gate - Exterior	Coax
Analog camera Fixed	Pelco	Unk	Unk	1	Exit Door/Temple Street looking down – camera is installed on top of façade at ground floor.	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Looking at North Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Looking at South Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Spring St. Entrance – Center, Post-2 Screening	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Spring St. Entrance – Left, Post-2	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Spring St. Entrance – Right, Post-2	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Loading-Dock Screening	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Exterior Parking, Gate, Guard-House	Coax

Analog PTZ camera	Pelco	Unk	Unk	1	Ext Loading-Dock, Northwest Corner	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Courtroom 14-Northwest Hallway Corner	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	West Corridor Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Courtroom 15-West Stairwell	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Courtroom 15-Northwest Hallway Corner	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Between Courtroom 14 and 15	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Between Courtroom 14 and 15	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Between Courtroom 14 and 15	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Between Courtroom 14 and 15	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Center	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Center	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Center	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Center	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Center	Coax

Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Center	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Between Courtroom 9 and 19	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Between Courtroom 9 and 11	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Between Courtroom 9 and 11	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Corridor Between Courtroom 9 and 11	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	South Corridor Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Southeast Rear Corner	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Southeast Rear Corner	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Southwest Corner Stairwell	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Courtroom 11 Southwest Corner	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	North Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Center looking North Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Elevators/2 <sup>nd</sup> Floor Entrance	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Center looking South Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	South Hallway	Coax

Analog PTZ camera	Pelco	Unk	Unk	1	Exterior Roof - Northeast	Coax
Analog PTZ camera	Pelco	Unk	Unk	1	Exterior Roof - Southeast	Coax
Analog PTZ camera	Pelco	Unk	Unk	1	Exterior Roof - Northwest	Coax
Analog camera Fixed	Pelco	Unk	Unk	1	Exterior Roof - Northwest- Camera is looking down at pedestrian gate.	Coax
Analog PTZ camera	Pelco	Unk	Unk	1	Exterior Roof - Southwest	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Looking at South Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Looking at North Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Immigration Entrance at South Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	South Hallway looking North.	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	USPO Waiting Area- Left	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	USPO Waiting Area-Right	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	7 <sup>th</sup> Floor Looking at Elevator Lobby	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Looking at North Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Looking at South Hallway	Coax

Analog camera Fixed	Bosch	Unk	Unk	1	Looking at North Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Looking at South Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Elevator Lobby	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Looking at North Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Looking at South Hallway	Coax
Analog camera Fixed	Bosch	Unk	Unk	1	Stairwell to Roof	Coax
Analog PTZ camera	Pelco	Unk	Unk	1	Exterior Roof - Northwest	Coax
Monitors	Bosch	17"	Unk	15	FPS Control room	Coax
Monitors	Bosch	8"	Unk	12	FPS Control room	Coax
Matrix Switcher	Bosch	Unk	Unk	4	FPS Control room	Coax

## B.2 Description of New System

- B.2.1 This SOW is for the purchase and installation of a new standalone, Network Video Management System (NVMS), fixed/panoramic/PTZ IP cameras, client workstations, control center flat panel monitors, and all additional equipment and appurtenances necessary for a fully functional IP Video Surveillance System (VSS) located at the Untied States Courthouse, 312 North Spring St. Los Angeles, CA 90012. Also, this SOW shall include the purchase, installation, and programming of an Uninterrupted Power Supplies (UPS).
- B.2.2. The VSS shall monitor vehicle traffic, personnel entry, emergency exits, and the exterior perimeter of the facility. The VSS shall retain video for a minimum of 30 days plus 25% additional storage space for future expansion. Storage shall be calculated at full camera resolution, full frame rate, and low compression.

## C. SCOPE

## C.1 General

- C.1.1 As part of the pre-bid process, FPS will have a site visit and all interested Contractors are invited to attend. The purpose of the site visit is for Contractors to survey the site and review the requirements of this SOW. A site visit will be scheduled by the FPS Contract Specialist (FPS CS). **All questions relevant to this SOW shall be submitted in writing to the FPS CS.** The Contractor shall not make or assume any changes to this SOW *without written approval* from the FPS Contracting Officer (CO).
- C.1.2 The Contractor shall be responsible for the removal, inventory, packaging for storage and return of all removed CCV equipment to the FPS Contracting Officer Representative (COR). All currently installed wire, cable, and fiber, shall be completely removed by the Contractor and properly disposed of.
- C.1.3 The existing system shall remain fully functional and operational to the extent possible during the installation of the new surveillance system. The contractor shall cut over from the existing system to the new system in stages in order to minimize the number and duration of outages. The Contractor shall submit a system cutover plan in accordance with *Section F Deliverables*. The cutover plan shall be reviewed and approved in writing by the FPS COR.
- C.1.4 The Contractor shall provide and install and configure the system as described and/or shown herein. The system shall include all connectors, adapters, terminators, and appurtenances to interconnect all equipment. The Contractor shall also supply all cabling and miscellaneous materials necessary to interconnect all equipment installed in accordance with this SOW.
- C.1.5 The Contractor shall be required to be familiar with all applicable codes while carrying out the work outlined in this SOW. The Contractor shall complete the work pursuant to this SOW following all applicable codes and standards including, but not limited to: Occupational Safety and Health Administration (OSHA), Underwriters Laboratories (UL), National Fire Protection Association (NFPA), National Electrical Code (NEC), and any additional federal, state and local codes and policies.
- C.1.6 The Contractor shall furnish all tools and equipment necessary to complete all work outlined in this SOW. By no means shall the Contractor be authorized the use of Government owned property, tools or equipment, to complete work in accordance with this SOW, unless otherwise specified.
- C.1.7 In the event any operational system or utility (e.g. fire, IDS, HVAC) is required to be disabled or turned off, forty-eight (48) hour notice shall be required and approved in writing by the GSA Building Manager, FPS Inspector, and/or FPS COR prior to deactivation.
- a) The Contractor, prior to departing for the day, shall ensure all system(s) previously disabled or turned off are functioning properly. A basic functional test shall be

required to determine proper functionality of the system(s) and should be reported to the FPS COR.

- b) In the event a system is non-functional once enabled or turned on, it shall be the responsibility of the Contractor, at no additional cost to the Government, to restore the system(s) prior to departure from the site.
- c) If the Contractor fails to restore all system(s) before departing, they shall be liable for all costs incurred by the Government to restore system(s) functionality.

C.1.8 All personnel engaged in installation activities pursuant to this SOW shall be licensed by the state, local authority, and/or the city local authority in the required trades or professions which require licensing by such jurisdictions. The type and level of license shall be consistent with requirements of the jurisdictions and work to be performed by this SOW.

C.1.9 It shall be the sole responsibility of the contractor to employ personnel licensed and qualified to carry out all tasks outlined in this SOW. At no time during the installation shall the contractor require Government personnel to complete tasks required to be completed by the contractor as covered by this SOW.

C.1.10 The Contractor shall be solely responsible for ensuring their employees and subcontractors abide by all requirements of the contract. At all times while work is being performed in accordance with this contract, the Contractor shall have a supervisory representative available to answer questions, resolve issues, supervise company employee(s), and subcontractor(s).

C.1.11 The Contractor shall provide a daily access schedule to coordinate installation activities. The schedule shall be submitted as part of the project plan.

C.1.12 The Contractor shall maintain a separate set of drawings, schematics, and wiring diagrams of the VSS to be used for creating as-built drawings. This set shall be accurately kept up to date by the Contractor, noting all changes and additions to the VSS and shall be available for the final inspection walkthrough.

C.1.13 The Contractor may be required to attend installation construction meetings.

## **C.2 Installation Requirements**

C.2.1 The Contractor shall install all system components and appurtenances in accordance with manufacturer's instructions following all applicable local, state and federal codes and policies. All appurtenances, such as, but not limited to connectors, terminators, and mounting hardware shall be supplied by the Contractor, as well as, all adjustments, alignments, programming, and configuration required for a complete and optimal Video VSS operating system.

C.2.2 The Contractor shall provide and install a complete IP based VSS to include, but not limited to, Network Video Management System (NVMS) capable of viewing,

recording, playback, and exporting of video, cameras, servers, RAID 6 or better video storage, workstations, and network routers/switches. Provide and install camera mounts and other appurtenances, premise wiring, and system hardware as required for a complete and fully operational system as specified in this SOW. The installed system shall easily be expandable for future growth.

- C.2.3 The Contractor, for all equipment/device(s) requiring licensing, shall purchase/install license(s) as required by the manufacturer. All licensing fees shall be nonrecurring.
- C.2.4 All equipment required to be wall-mounted shall be mounted right side up and not installed upside down.
- C.2.5 The Contractor shall be responsible to provide the necessary equipment and tools to access all equipment which is not accessible by ladder.
- C.2.6 All measurements and equipment locations are approximate and shall be verified by the Contractor for accuracy and installation feasibility. The Government shall not be held responsible for any error or variation in any measurements or other data listed, nor shall the Contractor, because of an error or variation in any measurement listed, be relieved of the responsibility to carry out the requirements in accordance with the true intent and meaning of the specifications without additional cost to the Government.
- C.2.7 All ceiling tiles removed to accommodate installation shall be returned at the end of the work day.
- C.2.8 The Contractor shall remove and haul debris from the project site daily and dispose of in a proper, acceptable manner in accordance with all federal, state and local laws and regulations, off of the job site property. The debris created from this project shall not be disposed of at the job site, in Government dumpsters, or on Government property.
- C.2.9 The Contractor shall install and configure cameras in accordance with manufactures recommendations and industry best practices for optimal live view and recording.
- C.2.10 The Contractor shall verify all camera views with the FPS COR prior to installation.
- C.2.11 All openings or penetrations, whether newly created by the contractor, caused by the removal of an existing camera system or those that are designated for reuse, shall be sealed and/or patched using a silicone-based sealant to protect against extreme weather exposure. Weather-proof junction boxes that provide a complete enclosure for contained conductors or cables shall be used. Properly supported LFMC (Liquidtight Flexible Metal Conduit) shall be used to route the cable from junction boxes to cameras. Suitable bushings, shields, or fittings having smooth, rounded edges shall be used where conductors or cables pass through partitions (e.g., exterior walls) and at other locations where necessary. All penetrations that become exposed to weather as a result of the installation process shall be protected from exposure throughout the installation period. Sealant or patching material must contain silicone and shall be used

in quantity enough to withstand extreme weather conditions. When addressing the sealing of partition penetrations and cabling, the contractor shall adhere to Chapter 3, Wiring Methods and Materials, of the most current version of the NFPA 70 National Electric Code.

- C.2.12 The Contractor shall be responsible for any tools and/or VSS equipment left at the project site after daily work is completed. If the contractor needs storage of tools and/or VSS equipment they need to obtain written approval from GSA via the FPS COR.
- C.2.13 All installed equipment shall be level and square in all directions.
- C.2.14 The Contractor shall provide and install three (3) 48” straight desk consoles and one (1) 48” corner desk consoles in the FPS Control Room to form the shape of an L.
- C.2.15 The contractor shall provide and install a NRV, Rack, Switch, workstation, time server, UPS and other appurtenances in the FPS Control Room.
- C.2.16 The Contractor shall provide certification that they are trained on current level of the VMS platform.

### C.3 Video Storage Requirements

- C.3.1 The Contractor shall calculate appropriate storage for all cameras recording at thirty (30) frames per second (fps) at the device (Camera, not total system), maximum resolution, and minimum compression. Storage capacity shall be capable of storing video for a minimum of thirty (30) days. **The Contractor shall calculate and provide video storage requirements with quotation;** the Contractor shall include enough storage for an additional number six (6) cameras for future expansion maintaining the thirty (30) day minimum requirement.
- C.3.2 The Contractor shall not apply power to the NVMS until, at a minimum; the following checks have been completed.
  - a) All equipment has been installed and connected in accordance with manufacturer’s instructions.
  - b) All installed and/or reused wiring has been tested accordingly (e.g. shorts, opens, continuity).
  - c) Power supplies have been verified to operate at the correct voltage, phase, and frequency. Satisfaction of the above requirements shall not relieve the Contractor of responsibility for incorrect installation, defective equipment, or collateral damage as a result of Contractor work/equipment.

- C.3.3 The Contractor shall ensure all system devices are configured appropriately for time synchronization. All devices shall be configured for time synchronization with GPS Time Server.
- C.3.4 The Contractor shall demonstrate to the FPS COR that the completed NVMS installation complies with the contract requirements. Using an approved test procedure, all physical and functional requirements of the project shall be demonstrated and shown. The test procedure shall include techniques and requirements for validating all significant system functions. The Contractor shall provide all test equipment and personnel required for final testing.

#### **C.4 Control Room Monitors**

- C.4.1 The new monitors to be provided and installed are five (5) fifty five inch (55") monitors and four (4) twenty four inch (24") monitors shall be installed in the FPS Control Room. The five (5) 55" monitors shall be Video wall mounted the four (4) 24" monitors shall be a vesa desk mount shall be located in the FPS Control Room.

- C.4.2 At a minimum, the 55" Monitors shall possess the following salient characteristics;

- a) Color
- b) 3840 x 2160 resolution, 16 or 32 bit pixel color resolution
- c) Flat Panel
- d) Wall and desk top Mountable
- e) Must meet applicable and appropriate Electronic Product Environmental Assessment Tool (EPEAT) and ENERGY Star standards.

- C.4.3 At a minimum, the 24" Monitors shall possess the following salient characteristics;

- a) Color
- b) 3840 x 2160 resolution, 16 or 32 bit pixel color resolution
- c) Flat Panel
- d) Mountable to articulating desk mount to hold two (2) 24" monitors.
- e) Must meet applicable and appropriate Electronic Product Environmental Assessment Tool (EPEAT) and ENERGY Star standards.

#### **C.5 Networking Equipment**

- C.5.1 As required per this SOW, the contractor shall purchase, install, and configure all equipment, components, mounts and necessary appurtenances for a complete and appropriately configured Ethernet network connecting all devices of the NVMS.

C.5.2 The Contractor shall configure installed switches for Trunk line communication between the switches.

C.5.3 The Contractor shall configure installed switches with Virtual Local Area Network (VLAN) and appropriate VLAN Routing. VLAN's to be configured are:

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C.5.4 All equipment shall be rack mountable, if possible. All equipment that is not rack mountable shall be installed on the wall. An appropriately sized piece of ¾" plywood shall be mounted on the wall, painted with fire retardant paint, and all equipment mounted on the plywood. Final mounting location shall be approved by the FPS PM.

C.5.5 The Contractor shall install a rack mounted combination display, monitor, keyboard, and mouse (KVM) at a usable height between three and four feet, in the FPS Security Control room and connected to the new NVMS Server for system configuration and administration.

C.5.6 The Contractor shall provide and install a new Video Surveillance System (VSS) client workstation in the FPS Security Control room. Location of workstation shall be coordinated with the FPS COR before installation.

C.5.7 The Contractor shall provide and install hardware based, packet filtering firewalls in accordance with the Network Settings specifications noted in *Section J.3*.

C.5.8 The Contractor shall ensure that all installed monitors that are Wi-Fi-capable have that capability disabled.

C.5.9 The Contractor shall reuse the existing camera mounts or use mounts that will attached to the existing mount holes.

**C.6 Operating Systems Updates and Service Packs**

C.6.1 Operating systems and software applications shall be capable of being updated/patched after delivery. The Contractor shall ensure that all installed server(s) and client workstation(s) Operating System Software (OS), at the time of installation, are current with all security updates/patches, service packs, revisions, and shall provide through the warranty period. The NVMS and all other installed software shall be the current version with all applicable updates and installed in accordance with manufacturers recommendations.

C.6.2 The Contractor shall remove and/or disable all software components that are not required for the operation and maintenance of the camera system; and shall provide documentation on what is removed and/or disabled. The software to be removed and/or disabled shall include, but is not limited to: games, device drivers for network devices

not delivered, messaging services (e.g., MSN, AOL IM), Servers or clients for unused Internet services, unused networking and communications protocols, unused document processing utilities (Microsoft Word, Excel, PowerPoint, Adobe Acrobat, OpenOffice, etc.).

C.6.3 The Contractor shall provide notification of patches affecting security within a **pre-negotiated period** as identified in the patch management process.

- a) Pre-Contract Award – The Contractor shall provide details on their patch management and update process. Responsibility for installation and update of patches shall be identified.
- b) Post-Contract Award - The Contractor shall provide **notification** of known vulnerabilities affecting Contractor-supplied or required OS, application, and third-party software within 30 days after public disclosure.

**C.7 Wireless Point-to-Point- Not Required.**

**C.8 Attachments:**

**C.8.1 Video Surveillance System (VSS) Locations: See floor plans (Attachment B) contractor and FPS COR shall verify all camera installation locations to provide the optimal view prior to any installation.**

## **D. SYSTEM/EQUIPMENT SALIENT CHARACTERISTICS AND REQUIREMENTS**

**D.1 At a minimum, equal or better than Avigilon Network Video Management System.**

D.1.1 The NVMS shall support these essential software capabilities:

- a) Live video monitoring
- b) Recording of video
- c) Playback of video from local or remote location(s)
- d) Integral alarm/event management
- e) Video export

D.1.2 The NVMS shall store/archive video using one of the following techniques:

- a) Internal Disk Storage
- b) Direct Attached Storage
- c) Storage Area Network

D.1.3 The NVMS shall include image storage with configurable resolutions and frame rates.

D.1.4 The NVMS shall be compatible with, but not limited to: H.264, H.265, MPEG4, and MJPEG video compression formats.

D.1.5 The NVMS shall be capable of system fail-over and redundancy options.

D.1.6 NVMS System Architecture

- a) HDMS SmartCodec Technology Support Automatically adjusts compression levels for regions in a scene, to optimize bandwidth while still maintaining image quality.
- b) Appearance Search Technology Quickly search recorded video to find instances of a person or vehicle across all sites using cameras with Avigilon self-learning analytics. Search for a person by physical description, including clothing color, hair color, gender and age group. Search for a vehicle by physical description, including color and category - car, truck, bus, bicycle, and motorcycle.
- c) Facial Recognition Technology AI-powered facial recognition algorithms notify operators when a person of interest returns to a facility. Add a person to a face watch list by uploading a photo or from recorded video. Create watch list alarms or monitor the Focus of Attention interface to detect matches.
- d) Intelligent Search Powerful search tools enable you to quickly search recorded video for motion, the presence of classified objects (people or vehicles), background changes in the scene (thumbnail search), and for events.
- e) Video Archive Retain and manage large amounts of video for on-demand retrieval and review. Extend your storage beyond NVRs using the Avigilon Video Archive for reliable and scalable storage.
- f) Detailed Management, Monitoring, and Reporting of System Status and Security Detailed logs of storage, network, and overall system status to help ensure the highest possible system uptime for critical applications.
- g) Unusual Activity Detection UAD technology enables object-level detection of atypical activity. This edge-based intelligence uses advanced AI technology and is designed to be object-aware, enabling operators to know when a person or vehicle is in an unusual location in the scene or moving at an unusual speed.
- h) Unusual Motion Detection UMD technology enables fast video search and is designed to reduce hours of work to minutes by narrowing potentially thousands of motion events to a handful. This allows operators to focus their attention on recorded video needing further investigation.
- i) Federal Government Compliance with FIPS 140-2 Certified Encryption To comply with policies, Federal Government and other customers can enable FIPS 140-2 certified cryptography on VSM software and on supported cameras. Required camera cryptography licenses are centrally managed in VMS. Within VMS, optionally turn on licensed FIPS cryptography on cameras. VMS inventories the number of FIPS camera licenses being used and determines whether customers have the required number of licenses within a facility.
- j) The NVMS shall operate on a TCP/IP managed digital network.
- k) The system software shall operate in a Client/Server configuration across a Local Area Network (LAN) or Wide Area Network (WAN).
- l) Streams live and recorded video up to 60 frames per second.
- m) Support prioritizing streaming at 30 frames per second on 4K (8MP) cameras.

- n) Streams live and recorded video from cameras up to a resolution of 7K (30 MP) — 6720 x 4488.
- o) Decompresses H.264 and/or H.265 video through the client graphics card to help leverage the client's total processing power.
- p) Scalable to support up to 100 servers and/or 10,000 cameras per site.
- q) All recorded video and audio is digitally signed using 256-bit encryption so video can be authenticated for evidentiary purposes.
- r) Secure video and audio data by securely transmitting all command and control data via TCP/IP using cryptographic keys based on SSL to prevent eavesdropping or tampering.
- s) External system alarms can be pre-selected and configured to be monitored and trigger event driven video operations.
- t) Video and audio recording can be defined by a recording schedule assigned to each video source.
- u) Recording schedules are based on event types that trigger video recording over a time period each day per week.
- v) Video recording can also occur manually by user triggered recording.
- w) Alarms and rules can be triggered by self-learning video analytics based events
- x) Each recorded event includes a pre-event and post-event recording option to provide context for a given situation.
- y) Reference frame recording is an option when no events are detected.
- z) Motion detection is provided for each individual video source with adjustable sensitivity, threshold and detection zones.
- aa) Primary and secondary video streams from each H.264 and/or H.265 video source are recorded and maintained for a set amount of time before the primary stream is discarded as a means of increasing record time.
- bb) The maximum recorded video retention time can be set for each video source.
- cc) The Video Analytics Activity overlay displays a color-coded bounding box around moving objects categorized as humans or vehicles.
- dd) Configure the ability to display analytics activity for individual cameras or for the system.
- ee) The ability to stream video and audio is limited only by the system hardware capabilities.
- ff) The application window display can be shared with other users for collaborative investigations while viewing both live and recorded video.
- gg) Live and recorded video and audio can be streamed simultaneously on the same monitor.
- hh) Use High Definition Stream Management HDSM software technology to efficiently compress and preserve image quality while intelligently managing HD image transmission throughout the system.
- ii) Operating System shall be certified to work by the Video Management Software's manufacturer and be one of the following: Windows Server 2010 or newer.
- jj) Windows 10 or newer.
- kk) Support recording and management of video and audio sources through the use of industry standard drivers. These drivers shall include: ONVIF Profile S, T and G Publically Published API.

- ll) Support the following video analytic event types when captured by supported cameras: Objects in area, object loitering’ objects crossing defined line, object appears or enters area, object not present in area, objects enter area, objects leave area, object stops in area, anticipated direction of travel is violated, scene dramatically changes in an unexpected fashion.
- mm) Support the ability to export media and provide the following options.
- nn) Export recorded video in the following formats: Native (AVE), JPEG, PNG, TIFF, AVI, Print. Export recorded audio in the following formats: WAV, Native (AVE), AVI. Export a still frame of video as displayed in the video preview area: Native (AVE), JPEG, PNG, TIFF.
- oo) Native (AVE) format exports shall:
- pp) Digitally sign recorded video and audio using 256-bit encryption so video can be authenticated for evidentiary purposes.
- qq) Be able to export video from one or multiple camera streams simultaneously.
- rr) Support exporting multiple video segments from different spans of time.
- ss) Support reviewing of exported or backed-up video and audio in a dedicated player.
- tt) Support playback of exported clips in synchronized, sequential time.
- uu) Support playback of multiple clips in continuous, sequential order.
- vv) Support exporting of video in lower frame-rates than originally recorded.
- ww) Support exporting of a designated area from the camera’s recorded field of view.
- xx) Support re-export into Native or other supported formats.
- yy) Provide a record of the video source properties, including but not limited to: Camera model, Firmware version, Location, MAC address, Serial number, Resolution.

D.1.7 All components/equipment licensing fees for the newly installed NVMS shall be nonrecurring.

**D.2 Minimum Server and Workstation Requirements**

*Network Video Management Server Minimum Requirements*

CPU	Intel Core i7 or newer
OS	Windows Server or newer 64bit
RAM	16 GB
OS Hard Drive	SSD RAID Mirrored
Network Interface	1GB
Storage Configuration	RAID 6
Power Supply	Dual redundant hot swappable
Drives	Hot Swappable
Warranty	5 year on site Warranty

*Multimedia Storage Requirements*

General	<ul style="list-style-type: none"> <li>• Multimedia storage shall be dedicated for archiving</li> <li>• Archiving shall be physically separated from OS/DB drives</li> <li>• OS/DB and Archive drive may be housed in the same chassis</li> <li>• Archive drives RAID 6 configuration</li> <li>• The cameras need to be divided between two servers.</li> </ul>
Total Storage Capacity	<ul style="list-style-type: none"> <li>• Shall be calculated by the Contractor based on the requirements of the SOW. <b>All calculations shall be provided with quotation.</b></li> </ul>

*Workstation Minimum Requirements*

CPU	Intel Core i7 or newer
OS	Windows 10 Pro or newer 64 bit
RAM	16 GB DDR3
OS Hard Drive	SSD RAID Mirrored
Network Interface	1GB
Display Adaptor	Dual monitor support
Power Supply	Dual redundant hot swappable
Warranty	5 year on site Warranty

**D.3 IP Network Video Camera Minimum Requirements**

**D.3.1 At a minimum, equal or better than Avigilon Exterior PTZ 8MP IP Camera:** The FPS Local POC shall determine the field-of-view (FoV) for each camera with the Contractor, at the time of installation.

- a) ONVIF Compliant Profile S, Profile T and Profile G
- b) Operate in a temperature range of -40 deg C to +60 deg C (-40 deg F to +140 deg F)
- c) Operate in a humidity range of 0-95% RH (non-condensing)
- d) High Definition Stream Management
- e) Multi-stream H.264, Multi-stream H.265, Motion JPEG;
- f) Video Resolution: 8 MP
- g) IPv4/IPv6, HTTP,HTTPS, SOAP,DNS,NTP, RTSP, RTCP, RTP, TCP,UDP, IGMP, ICMP,DHCP, Zeroconf,ARP,HSTS
- h) Environmental rating IP66 and IP67
- i) Impact rating IK10
- j) Video Pattern Detection and Teach by Example Technology

- k) Password protection,HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, FIPS 140-2 L1 (with optional camera license), FIPS 140-2 L3 (with optional accessory)
- l) 5 year warranty

### **D.3.3 Description of additional camera and specifications**

**D.3.3.1 At a minimum, equal or better than Avigilon 180 degree Exterior/Interior IP Panoramic Camera:** verify the panoramic camera is compatible with the video management system software to ensure full functionality of the camera.

- a) 180/270/360 degree panoramic
- b) Wide Dynamic Range Panoramic
- c) 3 or 4 sensors (cameras) within the housing
- d) Lens: 2.8mm f1.2-103°, 4mm f1.6-72°, Remote Focus; 4mm f1.8-101°, 5.2mm f1.8-70° Remote Focus
- a) Image Compression: H.264 HDSM Smartcodec or H.265 HDSM SmartCodec or Motion JPEG
- b) Outdoor Rated IP66 and IK-10 Impact-Resistant Housing
- c) Vandal and shatter proof housing/clear dome
- d) Self learning video analytics on all sensors
- e) Content adaptive IR technology up to 30m (100ft)
- f) 3D Noise Reduction Filter
- g) 8 MP per sensor resolution

**D.3.3.2 At a minimum, equal or better than Avigilon Exterior/Interior and Fixed 2MP, 4 MP, 5 MP, 8 MP IP Cameras:** The FPS Local POC shall determine the field-of-view (FoV) for each camera with the Contractor, at the time of installation.

- a. ONVIF Compliant 1.02, 2.00, Profile S, Profile T and Profile G
- b. Operate in a temperature range of -40 deg C to +60 deg C (-40 deg F to +140 deg F)
- c. Operate in a humidity range of 0-95% RH (non-condensing)
- d. High Definition Stream Management
- e. Multi-stream H.264, Multi-stream H.265, Motion JPEG; HDSM
- f. Advance Video Pattern and Teach by Example Technology
- g. IPv4/IPv6, HTTP,HTTPS, SOAP,DNS,NTP, RTSP, RTCP, RTP, TCP,UDP, IGMP, ICMP,DHCP, Zeroconf,ARP,HSTS
- h. Environmental rating IP66, IP67, IK10
- i. PoE IEEE 802.3af, Class 3, 24V AC
- j. Video Pattern Detection and Teach by Example Technology
- k. Password protection,HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, FIPS 140-2 L1 (with optional camera license), FIPS 140-2 L3 (with optional accessory)
- l. 5 year warranty

#### **D.4 Network Managed Switch**

- a) Physical Aspects
  - (1) 24 auto-sensing RJ45 10/100/1000 ports; Layer 3 managed
  - (2) 4 SFP ports 100/1000
  - (3) Serial DB9 RS-232 console port
  - (4) Rack Mountable
- b) Power over Ethernet (PoE)
  - (1) 24 PoE+ ports
  - (2) IEEE 802.3at (up to 30 Watts/port)

#### **D.5 Additional System Component, software, location etc. specifications**

D.5.1 At a minimum, the CCV Equipment Rack shall have the following characteristics;

- a) Metal lockable rack
- b) Glass doors with handle
- c) On rolling casters
- d) Equipment cooling fans
- e) 72" high

D.5.2 At a minimum, the Monitor Mount for Desk Console shall have the following characteristics:

- a) Holds most monitors up to 20 lbs. with VESA 75/100 pattern
- b) Capable of holding two (2) 24" monitors
- c) Compatible with LD Series Desk systems
- d) Vertical Range: 26.8"
- e) Horizontal Range: 19.3" to 36.2"

D.5.3 At a minimum, the UPS shall possess the following salient characteristics;

- a) Heavy duty surge protector
- b) Rack Mountable
- c) Sized to provide at least four (4) hours of back up battery power

D.5.4 At a minimum, the Console Desk shall have the following;

- a) Height: 30"

- b) Width: 48"
- c) Monitor Mountable
- d) Material: Wood Top
- e) Desktop finish: constructed of 1" thick 45 lb. density industrial MDF board with thermolaminate.
- f) Power distribution/cable management cabinet/constructed of fully welded, 16-gauge steel and feature integral front and rear doors for convenient access.
- g) Stainless steel footrest shall be constructed of 18-gauge steel.

D.5.5 At a minimum, the GPS Time Server shall have the following;

- a) Protocol NTP Stratum 1 Time Server
- b) Accuracy Ethernet NTP  $\pm$  1ms overall
- c) GPS source  $\pm$ 0.1 $\mu$ S
- d) ANTENNA
- e) Connector SMA Male
- f) Cable 5 metre cable, (optional 10 metre extension)
- g) Antenna head GPS sensor, in externally rated magnetic housing (+ adhesive pad/window fixing)
- h) Unit power 1.5W
- i) POE type Class 1
- j) Alternative power input 10-40V DC (max current 150mA at 12V)
- k) ETHERNET
- l) Connector type RJ45
- m) Rate 10Base-T/100Base-TX full-duplex with auto-negotiation
- n) Data security Shared Keys system (server authentication)
- o) Dimensions L 87mm W 75mm H 22mm. L 3.42 inches W 2.95 in H 0.86 in.
- p) Weight 123g [ 4.3oz ] (with mounting brackets) 121g [4.2oz].
- q) Operating temperature -15oC to 75oC [5oF to 167oF].
- r) Relative humidity 95% non-condensing.
- s) Compliance CE, FCC, RoHS

D.5.6 At a minimum, the Video Monitor wall shall have the following;

- a) Locking castors
- b) Aluminum and steel construction
- c) Weight Capacity 400lbs
- d) VESA 75 X 75 up to 600 X 400
- e) 32" to 55" Display

## **E. ADDITIONAL PROJECT REQUIREMENTS**

### **E.1 Design Standards**

- E.1.1 Design Limitations – During design and planning activities, the Contractor shall advise the FPS COR of all functional incompatibility issues and/or system interoperability limitations of any equipment to be installed. This shall include, but is not limited to, limitations as a result of insufficient heating, ventilation and HVAC, power, rack, console, and space requirements.
- E.1.2 Infrastructure Design – The system design shall include all conduit, junction boxes, cabling, fiber, network topology, and HVAC and power requirements for the proposed Network Video Management System (NVMS).
- E.1.3 Equipment Selection – The Contractor shall use commercial off the shelf (COTS) components in system design.
- E.1.4 Backup Power Requirements –All VSS electrical and electronic equipment installed shall be powered from an Uninterruptable Power Supply (UPS). It is expected that all equipment necessary for continuous live viewing, recording, and archiving Video Surveillance System (VSS) video will be uninterrupted during a power outage. The UPS shall be sized to provide at least four (4) hours<sup>1</sup> battery back-up in the event the primary power source is interrupted. **The Contractor shall include load calculations with their bid proposal.**
- E.1.5 Wiring Schematics – The Contractor shall provide complete system design wiring schematic diagrams representing planned device terminations to and between system equipment and components.
- E.1.6 Riser Diagrams – The Contractor shall supply a system riser diagram. The diagram shall indicate the location of all associated system components.
- E.2 Materials and Equipment**
- E.2.1 Items of the same type shall be products of a single manufacturer. All material, software and hardware, shall be new, the most current version, and presently being produced.
- E.2.2 The Contractor shall provide enclosures as necessary for equipment not mounted in racks or supplied with an appropriate housing.
- a) Interior: Enclosures to house equipment in an interior environment shall meet the requirements of NEMA 250 Type 12.
  - b) Exterior (Exposed-to-Weather): Enclosures to house equipment in an outdoor environment shall meet the requirements of NEMA 250 Type 4X.

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<sup>1</sup> ISC RMP Criteria 70 - Provide uninterruptible emergency power to essential electronic security systems for a minimum of four hours.

- E.2.3 All external camera housings shall be minimum IP66/NEMA4X rated for protection against rain, dust, and snow.
- E.2.4 All camera housings shall be a minimum IK-10 Impact-Resistant for vandalism.
- E.2.5 Camera housings shall match the color and architecture of the building, equal to or greater than the existing camera housings. Coloring camera housings shall not void the camera and housing manufacturer's warranty. ***Before camera housings are painted the color shall be approved in writing by the Facility Security Committee.*** Coordinate with the FPS COR.

### **E.3 Electrical and Cabling Requirements**

- E.3.1 Wires, cables, and fiber shall meet applicable requirements of NFPA 70 and UL listings for type and method of installation.
- E.3.2 Materials, equipment, and devices shall, at a minimum, meet requirements of UL, where UL standards are established, and requirements of NFPA 70.
- E.3.3 All wire, cable, and fiber runs shall be installed in accordance with all federal, state, and local codes and/or regulations. In the instance there is a conflict between applicable codes and regulations, the most stringent shall apply.
- E.3.4 All wire, cable, and fiber runs shall be installed inside conduit and sized according to NFPA 70 for fill requirements. As an alternative, if allowed by applicable codes and/or regulations, wire, cable, and fiber may be installed utilizing wire molding, cable trays, and inner duct. Industry approved hangers/hooks may be substituted for conduit, if allowed by applicable codes and/or regulations, in the advent wire, cable, and fiber runs are installed above a suspended ceiling. No wire, cable, or fiber shall be left unsupported or hanging across ceiling tiles, HVAC ductwork, sprinkler pipes, water pipes, or other appurtenances previously installed.
- E.3.5 All wire, cable, and fiber shall not contain splices between equipment termination points.
- E.3.6 All wire, cable, and fiber shall be clearly labeled at both ends utilizing a permanent type of label using a common labeling convention.
- E.3.7 There shall be no crimp type fittings utilized during cable/wire termination unless specified by the equipment manufacturer.
- E.3.8 All equipment connected to AC power shall be protected from surges as described in IEEE C62.41 and IEEE C62.43. Fuses shall not be used for surge protection.
- E.3.9 All cable and fiber installed in conduit shall include a pull string for future use. If an existing pull string is used in any location it shall be replaced with a new one.

- E.3.10 All cable and fiber installed in support of this SOW shall be tested and test reports included in the O&M manual.
- E.3.11 All wire, cable, or fiber that is existing and to be reused in support of this SOW shall be tested prior to use. Test report(s) shall be provided with final installation documentation and denoted that wire, cable, or fiber was previously installed.
- E.3.12 All Ethernet network cabling shall be CAT 6/7 shielded cable or multimode fiber optic cable, UL listed for its intended use (e.g. indoor, outdoor, plenum).
- E.3.13 All CAT 6/7 cabling shall be installed in accordance with ANSI/TIA/EIA-568-B Commercial Building Telecommunications Cabling Standard. All cable terminations shall conform to ANSI/TIA/EIA-568-B standards. A few key areas of concern, but not all inclusive are:
  - a) Pair twists shall be maintained as close as possible to the point of termination.
  - b) Strip back only as much jacket as is required to terminate individual pairs.
  - c) All four pairs shall be terminated.
  - d) Pin/Pair assignments shall follow the T568B configuration.
- E.3.14 All CAT 6/7 cabling shall be tested to certify that the cable conforms to ANSI/TIA/EIA-568-B standards. The test device shall provide an electronic copy of the test results. Test results shall be printed and included in the O&M manual.

#### **E.4 Final Inspection and Acceptance**

- E.4.1 Upon completion of the installation the Contractor shall perform a Contractor Verification Test (CVT) in accordance with approved Perform Performance Verification Test (PVT) procedures to ensure installed system is fully operational. A copy of the test results shall be available for review by the FPS PM prior to commencing PVT testing and final inspection.
- E.4.2 The Contractor shall submit, at a minimum five business days in advance of PVT testing, a proposed testing plan to the FPS COR. The plan shall include test procedures, actions, and expected results demonstrating system functionality and compliance with this SOW. The test plan shall also include means for documenting test results. The test plan shall be approved by the FPS COR prior to the Contractor requesting Final Inspection and PVT testing.
- E.4.3 The Contractor shall notify the FPS COR in writing when requesting a date and time for Final Inspection and PVT testing. Request must be received, at a minimum, five business days in advance.
- E.4.4 The Contractor shall provide all equipment and manpower necessary to perform Final Inspection and PVT testing.

#### E.4.5 Final Inspection Minimum Requirements

- a) Review of Redline drawings.
- b) Walk-through and inspection of all installed components and workmanship.
- c) Perform Performance Verification Test (PVT) in accordance with approved test plan.
- d) All equipment default or contractor entered user IDs and passwords shall be relinquished by the Contractor to the Government.
- e) In the event a deficiency is found or a test fails the Contractor shall have personnel available onsite to resolve the issue so inspection and testing may continue. Once the Contractor deems the issue has been resolved, a re-inspection or re-test shall occur.
- f) The Final Inspection and PVT testing shall be performed during a single site visit.
- g) Installation Acceptance by the Government shall be given only after the satisfactory completion of the Final Inspection, PVT testing, training, and receipt of all required deliverables outlined in this SOW.

#### E.5 Cleanliness, Protection, and Patching

- E.5.1 The Contractor shall take necessary precautions to avoid damage to existing items that will remain in place, be reused, or remain the property of the Government. It shall be the sole responsibility of the Contractor to repair or replace damaged items, at no cost to the Government. Contractor shall notify the FPS COR of any damage immediately.
- E.5.2 The Contractor shall not disturb existing construction beyond the extent indicated or necessary to fulfill installation requirements. In the event excessive damage is caused it shall be the sole responsibility of the Contractor to repair damage, at no cost to the Government. Contractor shall notify the FPS COR of any damage immediately.
- E.5.3 The Contractor shall provide protective methods to control accumulation and migration of dirt and dust in and around all work areas. Removal of dirt, dust, and debris shall be completed daily and in accordance with all applicable federal, state, and local laws and regulation.
- E.5.4 It shall be the sole responsibility of the Contractor to protect all existing building systems and utilities, to include, but not limited to, equipment, cabling, and appurtenances (e.g. fire, VSS, IDS, HVAC) during demolition, installation and construction. If any system, service, utilities, equipment, or cabling are damaged due to installation construction the Contractor shall repair damage at no cost to the Government.
- E.5.5 If necessary, the Contractor shall be responsible for moving furniture and/or equipment to protect it from damage during installation. All items relocated during installation shall be returned to their original location at the completion of work in the area. Any

items that are unable to be relocated shall be protected from damage. In the event damage is incurred during this time it shall be the sole responsibility of the Contractor to replace damaged items without cost to the Government.

- E.5.6 The Contractor shall prepare and lay out work in advance. Exercise care when cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings, or other surfaces as necessary for installation, support, or anchoring of conduit, raceways, and equipment.
- E.5.7 The Contractor shall provide a qualified installer to install fire-stopping material to all penetrations and openings created during the installation. All penetrations or openings utilized by the contractor during the installation shall have fire-stopping material installed. Fire-stopping shall consist of furnishing and installing tested and listed fire-stop systems, combination of materials, or devices to form an effective barrier against the spread of flame, smoke and gases, and maintain the integrity of walls, fire resistance rated walls, partitions, floors, and ceiling-floor assemblies, including through-penetrations. Firestop systems shall be UL Fire Resistance listed or FM P7825a approved with "F" and/or "T" rated to at least be equal to fire-rating of the wall, fire wall, or floor in which penetrated openings are to be protected.
- E.5.8 Where removal of equipment or materials leaves holes or damaged surfaces, the Contractor with the written approval of the FPS CO shall patch the holes and damaged surfaces, as well as, paint the surface to match adjacent finished surfaces. Note: Contractor shall notify FPS COR of need for patching. FPS COR will contact GSA and will coordinate patching approval with FPS. Finished surfaces of patched area shall be flush and match the existing adjacent surface as closely as possible. If new work is to be applied to existing area, then removal and patching shall be adequate for installation of new work.

## **E.6 Warranty and Maintenance**

- E.6.1 The warranty terms shall be; The Contractor shall guarantee that all installed parts; components, systems and workmanship meet the specifications set forth in this SOW. Additionally, the Contractor shall warranty all Contractor supplied components, workmanship and/or systems for a (minimum) period of 12 months from the date of Government acceptance.
- E.6.2 In the event any Contractor supplied equipment, component, part fails within the specified warranty period; the Contractor shall immediately replace or repair the item within 24 hours at no additional cost to the Government. If the Contractor is unable to rectify the issue(s) within the allotted time, the Contractor shall be liable for all costs incurred by the Government to correct the issue(s).
- E.6.3 The Contractor shall not be held responsible for failures due to fire, flood, vandalism, and/or misuse of Government equipment.

- E.6.4 The Contractor shall include in the O&M manual a copy of all manufacturer warranties, terms, and conditions.
- E.6.5 Network components shall be capable of disabling maintenance ports during normal system operation and enabling them only during approved maintenance activities.
- E.6.6 Remote maintenance paths shall be encrypted to the firewalls.
- E.6.7 The Contractor shall maintain an incident log as part of the software maintenance program, recording therein all deviations from normative operations, and all corrective actions taken. The incident log shall be submitted to FPS upon detection of anomalies, quarterly, and at the end of the contract period.

## **E.7 Safety and Health**

- E.7.1 All work shall comply with federal, state, and municipal safety and health regulations. If there is a conflict between the regulations, the most stringent shall supersede all others.
- E.7.2 The Contractor shall assume full responsibility and liability for compliance with all applicable regulations relating to the health and safety of personnel during the execution of work as outlined herein. The Contractor shall not fault the Government for any action on its part or that of its employees or subcontractors which results in injury, illness, or death.
- E.7.3 Where pedestrian safety may be endangered the Contractor shall provide appropriate signage, barricades, or other means of notification.
- E.7.4 The Contractor shall provide all required safety equipment and ensure the equipment is adequate and utilized appropriately for the work being performed.
- E.7.5 The Contractor, in accordance with deliverable guidelines, shall submit a Roof Work Safety Protection Plan.

## **E.8 Quality Control Plan**

- E.8.1 The Contractor shall have a formal Quality Control Plan (QCP) in place covering areas of concern, such as, but not limited to equipment and cabling installation, maintenance, and customer service standards. The QCP shall also address equipment and cable labeling, system performance, installation aesthetics, programming and configuration conventions, and timeliness of service.
- E.8.2 The QCP shall cover the Contractor's quality control policies and procedures to ensure compliance with the requirements of this SOW.

- E.8.3 The Contractor shall report non-compliance issues with the QCP to the FPS COR.
- E.8.4 The QCP shall include a routine review process that addresses all the areas of the Contractor's performance and each of the elements of this SOW.
- E.8.5 The QCP shall include the necessary processes for tracking identified deficiencies from initiation through to an acceptable corrective action. The process shall include a means to verify the identified deficiency has been reported, corrected and accepted by the FPS COR.

## **E.9 Training**

- E.9.1 The Contractor shall submit a standardized Training Plan in accordance with manufacture's recommendations for the type system installed to the FPS COR for approval.
- E.9.2 The Contractor shall provide operator, administrator, and maintenance training to required personnel. Training shall be conducted onsite and during normal business hours from 8:00 a.m. to 4:30 p.m.
- E.9.3 Operator Basic, Operator Advanced and Administrator/Maintenance training shall be conducted as three (3) different sessions. Training sessions shall be a minimum of two (2) hours in length. Each session shall utilize a mixture of lecture and "hands-on" training.
- E.9.4 Instruction materials and manuals shall be included for reference, as well as, allowing FPS to train additional personnel at a later date.
- E.9.5 At a minimum, training shall include:
  - a) Operator Training Basic
    - (1) With equipment powered off, conduct a complete system startup.
    - (2) General operating instructions.
    - (3) Video review procedure.
    - (4) Changing and selecting different cameras and views.
  - b) Operator Training Advanced
    - (1) All elements of Operator Training Basic
    - (2) Saving and Archiving video.
    - (3) Video Analytics Use
  - c) Administrator/Maintenance Training
    - (1) All elements of Operator Training Basic and Advanced
    - (2) Full System Configuration
    - (3) Video Analytic Configuration
    - (4) System Backup and Recovery

- (5) Remote Network Operation
- (6) Technical Support Information and Procedures

## **E.10 Configuration Management**

- E.10.1 Upon installation, all server(s)' and client workstation(s)' Operating System (OS) must be current with security updates/patches, service packs, and revisions.
- E.10.2 All installed software shall be the current version with all applicable updates and installed in accordance with manufacturers recommendations.

## **E.11 Component/Device Configurations**

- E.11.1 All devices connected to the network shall have default credentials changed in accordance with *Section E.14 Audit and Accountability* and provided to FPS in contract deliverable documentation.
- E.11.2 All components that have remote access capability, e.g., web interfaces, remote configuration, shall be capable of being configured to restrict access by user ID and password.
- E.11.3 Servers and workstations shall have the capability to automatically lock a user's account after three consecutive failed logon attempts during a twenty-four (24) hour time period.
- E.11.4 Automatic lockout period for accounts locked due to failed login attempts shall be set for twenty (20) minutes.
- E.11.5 Shall have capability of manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- E.11.6 User sessions on servers and workstations shall automatically be terminated after sixty (60) minutes of inactivity.
- E.11.7 All system components shall disable all unnecessary ports, protocols and services. A list and justification for each open port, protocol and service shall be provided.

## **E.12 Network Settings**

- E.12.1 Port-forwarding settings on network devices shall be configured to only run the necessary ports for the network address translation for the system.
- E.12.2 Networked components shall be configured for a network domain environment, not as a workgroup.

- E.12.3 Components shall implement identification and strong authentication (in accordance with DHS 4300A 5.1.1.1 for administration of the firewalls and Policy Enforcement Points (PEP)).
- E.12.4 Firewalls and PEPs shall be configured to prohibit any protocol or service that is not explicitly permitted.
- E.12.5 System components shall not use the Telnet protocol. A connection protocol such as Secure Shell (SSH) that employs secure authentication (two factor, encrypted, key exchange) and is approved by FPS shall be used instead.
- E.12.6 System components shall not use the File Transfer Protocol (FTP). A connection protocol that employs secure authentication (two factor, encrypted, key exchange) and is approved by FPS shall be used instead.
- E.12.7 System components shall not use Remote Desktop connections, such as Microsoft's Remote Desktop Protocol (RDP), without the use of an authentication method that employs secure authentication (two-factor, encrypted, key exchange).
- E.12.8 Configure Virtual Local Area Networks (VLANs) to create trust boundaries around the operational VIDEO SURVEILANCE SYSTEM (VSS) s within each connected building.

### **E.13 Wireless Network Security**

- E.13.1 The WLAN network name shall be changed from the default name to a unique name that does not reveal its affiliation to DHS operations or organizations. The SSID name shall not be associated with organizational function or identity to avoid advertising the network's identity or function.
- E.13.2 Security updates and patches shall be applied to all system devices to ensure that up-to-date firmware and software that protects these systems against known vulnerabilities is installed.
- E.13.3 Systems shall be configured to create audit logs and capture important events such as successful and unsuccessful administrator logins, client device access attempts, client device MAC addresses, access violations, associations, disassociations, ports and protocols used, and user activities.
- E.13.4 The wireless device shall be configured to apply Wi-Fi Protected Access (WPA2) encryption and a strong network key will be established and provided to the FPS POC.

### **E.14 Audit and Accountability**

- E.14.1 Audit logs on servers and workstations shall contain at least the following information:
  - a) Identity of each user and device accessing or attempting to access the system

- b) Time and date of the access and the logoff
- c) Activities that might modify, bypass, or negate information security safeguards
- d) Security-relevant actions associated with processing
- e) All activities performed using an administrator's identity

E.14.2 Audit records and logs shall be protected from unauthorized modification, access, or destruction, when on located on local hard drives, network attached storage devices, or removable media.

E.14.3 System audit trail records shall be maintained online for at least ninety (90) days.

### **E.15 Identification and Authentication / Access Control**

E.15.1 Servers, workstations, and devices with user interfaces (i.e., routers, firewalls, and cameras) shall be capable of using positive user identification and authentication mechanisms through the use of uniquely assigned user IDs.

E.15.2 Systems with authentication controls shall require each user to authenticate prior to system access.

E.15.3 Systems shall be capable of disabling user identifiers after ninety (90) days of inactivity.

E.15.4 Systems shall enforce password composition and complexity requirements:

- a) Are at least 12 characters in length
- b) Are not the same as any of the user's previous 8 passwords
- c) Do not contain any dictionary word
- d) Are not the same as the User ID
- e) Contains at least one number (e.g., 1, 2, 3) and one special character (e.g., @, #, \$, %, &, \*,)

E.15.5 Systems shall enforce passwords that expire after ninety (90) days.

E.15.6 Systems shall store all passwords in encrypted form.

E.15.7 Systems shall provide role based accesses that allow different levels of privilege. For example, administrators, general users, etc.

E.15.8 All default vendor or factory-set administrator accounts or passwords shall be changed before installation or use.

### **E.16 Data Protection**

E.16.1 Cryptographic functions provided by any system component shall use only cryptographic modules that are Federal Information Processing Standard (FIPS) 197

(AES-256) compliant and have received FIPS 140-2 validation at the level appropriate to their use.

- E.16.2 The Contractor shall provide configuration specifications for implementing encryption and authentication between the cameras and the network and specifically note all security measures associated with the system.
- E.16.3 When the contract ends, the contractor shall return all information and information resources provided during the life of the contract and certify that all DHS information has been purged from any contractor-owned system(s) that have been used to process DHS information.

### **E.17 User Accounts**

- E.17.1 The Contractor shall provide user accounts with configurable access and permissions associated with the defined user role.
- E.17.2 The Contractor shall adhere to least privileged permission schemes for all user accounts, and application-to-application communications.
- E.17.3 The Contractor shall recommend which accounts need to be active and those that can be disabled, removed, or modified. The FPS COR shall approve in writing the Contractor's recommendation.
- E.17.4 The Contractor shall disable, remove, or modify all the accounts pursuant to the approved recommendation.
- E.17.5 The Contractor shall provide documentation defining access and security permissions, user accounts, applications, and associated roles.
- E.17.6 The Contractor shall disable or remove all default and guest accounts prior to the system acceptance.
- E.17.7 The Contractor shall provide documentation on all Contractor-configured or manufacturer default accounts, usernames, passwords, security settings, security codes, and other access methods are changed, disabled, or removed prior to system acceptance.
- E.17.8 After the system acceptance, the Contractor shall disable, remove, or modify all Contractor-owned accounts or negotiate account ownership with the FPS COR.

### **E.18 Incident Management and Disaster Recovery**

- E.18.1 Incident Handling and Response - Upon notification of an incident affecting a system under warranty or within the scope of this contract, the Contractor should have an established incident handling and response capability (e.g. system restoration plan of

site specific equipment). When a security incident occurs that impacts services, information or information systems, the Contractor shall consult and work closely with FPS security personnel (e.g., FPS Technical Countermeasures, FPS Advanced Technology Security Program) to handle and respond to the incident. The service provider should also be expected to implement preventative measures to mitigate against similar incidents in the future upon request.

## **E.19 Software Maintenance**

- E.19.1 The Contractor shall provide on-site software maintenance support for a period of 12 months. This support shall start upon successful completion of the Substantial Completion Inspection (SCI) and include support for the Video Management software.
- E.19.2 This support shall include screen development, report generation, software upgrades, OS patches, virus protection, system configuration, response plan implementation and other such support required for operation.

## **E.20 Enterprise Architecture**

### **E.20.1 DHS Enterprise Architecture Compliance.**

All solutions and services shall meet DHS Enterprise Architecture policies, standards, and procedures. Specifically, the contractor shall comply with the following HLS EA requirements:

- All developed solutions and requirements shall be compliant with the HLS EA.
- All IT hardware and software shall be compliant with the HLS EA Technical Reference Model (TRM) Standards and Products Profile.
- Applicability of Internet Protocol Version 6 (IPv6) to DRS-related components (networks, infrastructure, and applications) specific to individual acquisitions shall be in accordance with the DHS Enterprise Architecture (per OMB Memorandum M-05-22, August 2, 2005) regardless of whether the acquisition is for modification, upgrade, or replacement. All EA-related component acquisitions shall be IPv6 compliant as defined in the US. Government Version 6 (USGv6) Profile National Institute of Standards and Technology (NIST) Special Publication 500-267) and the corresponding declarations of conformance defined in the USGv6 Test Program.

## **F. DELIVERABLES**

### **F.1 General**

- F.1.1 The Contractor shall submit all pre-installation deliverables, as outlined in this SOW, within fifteen (15) business days from award of the contract. The contractor shall not proceed until receiving written notification from the FPS COR that all pre-installation deliverables are approved and all contract personnel working on the contract have

received a favorable determination for the LEC. Deliverables shall be addressed to the FPS COR and include the following information:

- a) Project Title and location.
- b) Contract number and deliverable submission date.
- c) Deliverable description.
- d) Contact information of person responsible for document submission.

- F.1.2 The Contractor, after receiving a written ***“Notice to Proceed”*** from the FPS Contracting Officer (FPS CO), shall complete the installation, including PVT testing and final inspection within sixty (60) business days.
- F.1.3 The Contractor shall submit all post installation deliverables within fifteen (15) business days after completion of PVT testing and final inspection.
- F.1.4 The FPS COR shall not issue final acceptance notification for the contract until receipt of all deliverables and final Government review. The Government will review post installation deliverables within ten (10) business days of submission and either approve or disapprove the submission. If disapproved, the contractor will be contacted by the CO to review/resolve the discrepancy.
- F.1.5 Deliverables marked “approved” authorize the Contractor to proceed with work covered. After deliverables have been approved by FPS COR, no substituting materials or equipment will be considered unless accompanied by an explanation of why the substitution is necessary and approval to proceed is received from the FPS COR.
- F.1.6 Deliverables marked “disapproved” indicate deliverable is incomplete or does not comply with requirement of the contract documents shall be resubmitted with appropriate changes. No work shall proceed with respect to the deliverable until resubmission is approved.
- F.1.7 Payment for materials incorporated in the work will not be made if required deliverable approvals have not been received and approved.
- F.1.8 The CO may request additional deliverables when believed necessary to sufficiently document work relative to contract documents.

## **F.2 Request for Quotation (RFQ)**

- F.2.1 In order for the Government to more easily evaluate the contractor’s proposal, the following information is required. Proposals that do not include the required information shall be considered non-compliant.
- F.2.2 Detailed list of proposed hardware to include at a minimum:
- a) Equipment model number, part number, and quantity.
  - b) Manufacturer data sheet.

- c) Itemized price list. All items shall match those on the manufacturer data sheets.
- F.2.3 Detailed list of proposed software to include at a minimum:
- a) Name and version of software.
  - b) Software data sheet.
  - c) Itemized price list. All items shall match those on the manufacturer data sheets.
- F.2.4 Complete list of licensing requirements to include:
- a) Equipment model number and/or software name requiring licensing.
  - b) Licensing requirements.
  - c) Itemized price list. All items shall match those on the manufacturer data sheets.
- F.2.5 List of Materials
- a) Part number and quantity and/or length in feet.
  - b) Itemized price list. All items shall match those on the manufacturer data sheets.
- F.2.6 Calculations
- a) UPS and/or battery backup.
  - b) Video storage.
- F.2.7 An outline of the On Site Software Maintenance Program shall be provided as part of the technical proposal. After award of contract, the Contractor shall submit a formal On Site Maintenance Program as a contract deliverable.

### **F.3 Pre-Installation Deliverables**

- F.3.1 The Contractor shall develop a Project Plan for all tasks associated within this SOW for COR approval. The Project Plan shall show the completion of all tasks, including review periods. The Project Plan shall include, at a minimum:
- a) Breakdown of installation milestones and projected completion times, including inter-dependencies between all tasks and sub-tasks
  - b) System Cutover Plan
  - c) System block diagram, to include basic equipment interconnection and location.
  - d) Detailed point-to-point equipment wiring diagram.
  - e) Network block diagram.
  - f) Detailed network configuration plan to include at a minimum the IP addressing scheme.
  - g) Detailed plan for wall and/or floor penetrations.
  - h) Detailed plan indicating equipment installation locations.
  - i) Standardized Training Plan
  - j) Quality Control Plan
  - k) Roof Work Safety Protection Plan

### **F.4 Post-Installation Deliverables**

- F.4.1 System Performance Verification Test (PVT) Results (To be included in O&M manual).
- F.4.2 The Contractor shall submit, at a minimum five business days in advance of PVT testing, a proposed testing plan to the FPS COR. The plan shall include test procedures, actions, and expected results demonstrating system functionality and compliance with this SOW. The test plan shall also include means for documenting test results. The test plan shall be approved by the FPS COR prior to the Contractor requesting Final Inspection and PVT testing.
- F.4.3 O&M Manuals (2 complete sets)
- a) Cover – Shall contain the following information.
    - (1) Project Title
    - (2) Facility Name and Address
    - (3) Contract Number
    - (4) Date
    - (5) Prepared by
  - b) Title Page – Shall contain the same information as the Cover Page.
  - c) Table of Contents – Shall list page number, section, and subsection included in manual.
  - d) Performance Verification Test Results
  - e) General Section – Shall contain an overall description of the system and its operation.
  - f) Technical Section – Shall contain detailed equipment information. To include:
    - (1) Equipment manufacturer, model number, serial number, and if applicable, license information.
    - (2) Manufacturer Data Sheet
    - (3) Complete equipment inventory submitted in an electronic format.
  - g) Software Section – Shall contain list of all software installed. To include:
    - (1) Software License Number and associated hardware model and serial number.
    - (2) Software Data Sheet
    - (3) Equipment software installed on.
    - (4) Equipment firmware installed on.
    - (5) Software version(s) installed.
    - (6) Equipment MAC Address to IP Address correlations.
  - h) Operation Section – Shall contain procedures for operation, maintenance, and testing.

- i) Equipment Manuals – Equipment manuals may be provided on external thumb drive. This section shall contain all manufacturer installation, user, and maintenance manuals for equipment and software installed.
- j) Equipment Warranty Information
- k) Technical Support – List all manufacturers’ technical support contact information.
- l) System Riser Diagram- The diagram shall indicate the location of all associated system components.

F.4.4 Two complete sets of as-built drawings, “size C”, to include at a minimum:

- a) Device locations
- b) Cable Paths
- c) System Block Diagram
- d) Device point to point wiring
- e) Junction box locations
- f) Detailed equipment list to include; manufacturer, model number, serial number, location, and if applicable, camera number.

## **G. PROJECT ADMINISTRATION**

### **G.1 Work Authorization**

G.1.1 No work shall be initiated without the written approval of the FPS CO. See *Section G.4* for all contact information. Any request, or proposal for changes in project scope and/or additional requirements, shall be approved in writing by the FPS CO; prior to the Contractor proceeding with any related work. Any changes accomplished without prior written approval from the FPS CO, shall be done at the Contractor’s expense.

### **G.2 Period of Performance**

G.2.1 ALL WORK SHALL BE COMPLETED WITHIN 60 BUSINESS DAYS FOLLOWING FOLLOWING RECEIPT OF WRITTEN NOTICE TO PROCEED FROM FPS CO.

### **G.3 Place(s) of Performance**

G.3.1 **United States Courthouse, 312 North Spring St. Los Angeles, CA 90012**

### **G.4 Contacts**

For contractual questions please contact:

- a) FPS Contracting Officer

Name: Paul Metzger  
Phone: 253-876-6842  
Email: : [paul.metzger@fps.dhs.gov](mailto:paul.metzger@fps.dhs.gov)

For questions regarding on-site inspections, coordination issues, or technical questions, please contact:

b) Region FPS COR  
Name: Phil Coughlin  
Phone: 415-500-1995  
Email: [philip.j.coughlin@fps.dhs.gov](mailto:philip.j.coughlin@fps.dhs.gov)

## **G.5 Special Scheduling Requirements**

- G.5.1 There is a possibility of concurrent construction projects at the Rold Regan FOB and Courthouse during the installation period. The Contractor shall conduct all operations so as to cause the least possible interference with other Contractors.
- G.5.2 The Contractor shall perform all work in a manner that least disturbs the daily operation of all tenants working in the building.
- G.5.3 The Contractor may be required to work after hours and/or on weekends as necessary to install cameras located in areas with high pedestrian usage.

## **G.6 Contractor Access and Use of Premises**

- G.6.1 Contractor personnel working at the United States Courthouse shall become familiar with and follow all regulations and policies to include safety, fire, and security.
- G.6.2 Contractors shall not enter any restricted areas unless required and clearance for entry has been granted.
- G.6.3 Smoking is prohibited within and outside of the facility except in designated smoking areas.
- G.6.4 Regular working hours shall be from **8:00 a.m. – 4:30 p.m.** unless otherwise noted and approved. Planned work outside of normal working hours shall be noted in the required project plan and work schedule.
- G.6.5 Unplanned work outside of normal working hours will require forty-eight hour (two business days) notice. Notice shall be submitted in writing and shall include specific dates, hours, and justification for change to the FPS COR for approval. The Contractor shall be responsible for additional costs incurred (e.g. escorts) for work outside of the normal working hours.

G.6.6 Each contract employee shall sign in each day when reporting to work and sign out when leaving the work site at the end of each day. In addition, if leaving the work site for any reason, personnel must sign out at time of departure and sign in again upon arrival. **GSA Form 139, Record of Time of Arrival and Departure**, or similar shall be utilized for accountability purposes. .

## **G.7 Security Requirements**

G.7.1 You are hereby notified that any dissemination, distribution, or copying is strictly prohibited.

G.7.2 The information in this SOW (including any attachments) may contain confidential and/or law enforcement sensitive (LES) information intended for a specific individual and purpose, and should be considered For Official Use Only (FOUO) DHS 11042.1 (03/05).

G.7.3 At a minimum, the information herein shall be disseminated on a “need to know” basis and when unattended, shall be stored in a locked container or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure.

G.7.4 The Contractor shall not retain sensitive documents such as schematics, blueprints, diagrams, photos, videos etc. All documents supplied to the Contractor, by the Government for planning and bidding purposes, shall be returned in their entirety.

G.7.5 At the completion of the installation all documents developed and/or acquired, such as, photos, videos, schematics or diagrams, redlined or final, shall be submitted to the Government as part of the final project completion and Government acceptance.

G.7.6 Oversight and work coordination shall be performed throughout the duration of the project by FPS Inspectors, FPS COR, and/or authorized personnel as designated.

G.7.7 Use of Camera and Video Equipment:

- a) The Contractor personnel shall receive Government approval before use of any camera or video recording equipment.
- b) The Contractor shall ensure all photos and/or video are reviewed by the FPS Inspector and/or FPS COR before removal from the premises.
- c) All photos and/or videos obtained by the Contractor in conjunction with this SOW, whether electronic and/or hardcopy shall not be retained by the Contractor after the acceptance of this project by the Government.

G.7.8 No Contractor, Contractor employee or Subcontractor employee shall be allowed to perform any work under this SOW without prior clearance being obtained from FPS. This shall management personnel visiting the site.

G.7.9 Signing a Non-Disclosure Agreement (NDA) may be required prior to receipt of sensitive / classified information herein and submitted to CO.

## **G.8 Contractor Suitability Requirements**

G.8.1 The position(s) assigned to Contract employees (to include applicants, temporaries, part-time and replacement employees) under this SOW, requiring access to sensitive information, shall undergo a position sensitivity analysis based on the performed duties under this SOW. The results of the position sensitivity analysis shall identify the appropriate level background investigation to be conducted for Contract employees. FPS Personnel Security Division (PSD) will serve as the responsible office for collecting background investigative forms and submitting completed personnel security packages to the DHS Office of Chief Security Officer for processing of fitness, suitability and security clearance adjudications for FPS Federal applicants, employees and contractors. The DHS 11000.25 form must be completed and submitted to the FPS Personnel Security Division through the FPS COR no more than thirty (30) calendar days after the award date of the contract or thirty (30) calendar days prior to entry on duty of any employee, whether a replacement, addition, subcontractor employee, or vendor; the remaining documents will be provided by the Government after receipt of a correctly completed DHS 11000.25 by the FPS Personnel Security Division.

- a) DHS 11000.25 Contract Suitability/Security Screening Request Form
- b) Standard Form 85P, "Questionnaire for Public Trust Positions". Form will be submitted via e-QIP (electronic Questionnaires for Investigation Processing)
- c) FD Form 258, "Fingerprint Card" **(Two (2) Copies)**
- d) Foreign National Relatives or Associates Statement
- e) DHS 11000-9, "Disclosure and Authorization Pertaining to Consumer Reports Pursuant to the Fair Credit Reporting Act"
- f) Optional Form 306, "Declaration for Federal Employment"
- g) Authorization for Release of Medical Information

G.8.2 Only complete packages will be accepted by the FPS Personnel Security Division. Specific instructions on submission of packages will be provided upon award of contract.

G.8.3 DHS may, as it deems appropriate, authorize and grant favorable entry on duty (EOD) decision based on preliminary suitability checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The gaining of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access to Government facilities

or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office.

G.8.4 Contractor employees waiting for an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings and non-recurring meetings..

G.8.5 Documents shall be submitted in person or via carrier confirmed signature delivery to:

Federal Protective Service  
U.S. Department of Homeland Security  
Region #09  
450 Golden Gate Ave Suite 5-5474  
San Francisco, CA 94102  
ATTN: Phil Coughlin

## **G.9 GOVERNMENT ACCEPTANCE PERIOD**

G.9.1 The FPS COR will review deliverables prior to acceptance. If the deliverable is acceptable, the FPS COR will send an e-mail to the Contractor notifying it that the deliverable has been accepted or if the deliverable is unacceptable, the FPS COR will send an email to the contractor with documented reasons for non-acceptance.

G.9.2 The FPS COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted proposal. In the event of a rejected deliverable, the Contractor will be notified in writing by the FPS COR of the specific reasons for rejection. The Contractor shall have an opportunity to correct the rejected deliverable and return it per delivery instructions.

G.9.3 Acceptance will be performed by FPS COR inspection of deliverables and/or on-site inspection of work performed by the Contractor.

## **H. APPLICABLE STANDARDS**

### **H.1 General**

H.1.1 DHS 4300A Sensitive Systems Handbook applies to all DHS employees, contractors, detailed personnel, others working on behalf of DHS, and users of DHS information systems that collect, generate, process, store, display, transmit, or receive DHS information unless an approved waiver has been granted. This includes prototypes, telecommunications systems, and all systems in all phases of the Systems Engineering Life Cycle (SELC).

H.1.2 All work performed in accordance with this SOW shall be accomplished in accordance with the newest versions of the following codes and standards for commercial buildings.

- a) National Institute of Standards and Technology (NIST)
- b) American Disabilities Act (ADA)
- c) Architectural Barriers Act (ABA)
- d) American National Standards Institute (ANSI)
- e) American Society of Mechanical Engineers (ASME), Publications
- f) American Standard Testing Material (ASTM)
- g) Environmental Protection Agency Disposal of Electronic Components
- h) Federal Acquisition Regulations (FAR)
- i) General Accounting Office, Accounting Principles and Standards
- j) General Services Administration (GSA) Security Standards for Leased Space
- k) Government Accountability Office: Security Design Criteria for New Federal Office Buildings and Major Modernization Projects
- l) ISO/IEC 14443
- m) National Electric Code
- n) National Fire Protection Association (NFPA)
- o) National Electrical Manufacturers Association (NEMA)
- p) National Infrastructure Protection Plan 2009
- q) Office of Management and Budget (OMB) guidance M-05-24
- r) Standards of the National Board of Fire Underwriters for Electrical Wiring and Apparatus
- s) The Institute of Electrical and Electronics Engineers (IEEE), Inc.
- t) Underwriters Laboratories (UL)

H.1.3 All hardware procured directly or in support of this action must meet applicable and appropriate Electronic Product Environmental Assessment Tool (EPEAT) and ENERGY Star standards as required by the F.A.R Part 23. EPEAT registered products can be found here: <http://www.epeat.net/>. ENERGY Star registered products can be found here: <https://www.energystar.gov/productfinder/>. The contractor will submit a plan to identify sustainable products and practices that will be employed to minimize the environmental impact of the services provided.”

H.1.4 The Contractor shall be solely responsible for being knowledgeable of the current versions of the above standards. Any work completed in accordance with this SOW that does not meet the requirements of the latest standards from above, the Contractor, at no additional expense to the Government, shall correct all deficiencies in order to meet the requirements of the latest revisions.

## H.2 Accessibility Requirements (Section 508)

## H.2.1 Section 508 Requirements

Section 508 of the Rehabilitation Act, as amended by the Workforce Investment Act of 1998 (P.L. 105-220) (codified at 29 U.S.C. § 794d) requires that when Federal agencies develop, procure, maintain, or use information and communications technology (ICT), it shall be accessible to people with disabilities. Federal employees and members of the public with disabilities must be afforded access to and use of information and data comparable to that of Federal employees and members of the public without disabilities.

1. All products, platforms and services delivered as part of this work statement that, by definition, are deemed ICT or that contain ICT shall conform to the revised regulatory implementation of Section 508 Standards, which are located at 36 C.F.R. § 1194.1 & Apps. A, C & D, and available at <https://www.gpo.gov/fdsys/pkg/CFR-2017-title36-vol3/pdf/CFR-2017-title36-vol3-part1194.pdf>. In the revised regulation, ICT replaced the term electronic and information technology (EIT) used in the original 508 standards.

**Item that contains Information and Communications Technology (ICT):**  
Security Equipment

**Applicable Exception:** N/A      **Authorization #:** N/A

**Applicable Functional Performance Criteria:** All functional performance criteria in Chapter 3 apply to when using an alternative design or technology that results to achieve substantially equivalent or greater accessibility and usability by individuals with disabilities than would be provided by conformance to one or more of the requirements in Chapters 4 and 5 of the Revised 508 Standards, or when Chapters 4 or 5 do not address one or more functions of ICT.

**Applicable 508 requirements for electronic content features and components** (including Multi-media (video/audio)): Does not apply

**Applicable 508 requirements for software features and components** (including Web, desktop, server, mobile client applications): All requirements in Chapter 5 apply, including all WCAG Level AA Success Criteria Apply except 2.4.1 Bypass Blocks, 2.4.5 Multiple Ways, 3.2.3 Consistent Navigation, 3.2.4 Consistent Identification, 502 Interoperability with Assistive Technology, 503 Application

**Applicable 508 requirements for hardware features and components** (including Computers & laptops; Servers; Video Displays and Monitors): All requirements in Chapter 4 apply

**Applicable 508 requirements for support services and documentation:** All requirements in Chapter 6 apply

2. When providing installation, configuration or integration services for ICT, the contractor shall not reduce the original ICT item's level of Section 508 conformance prior to the services being performed.
3. Contractor personnel shall possess the knowledge, skills and abilities necessary to address the applicable revised Section 508 Standards for each ICT.
4. Exceptions for this work statement have been determined by DHS and only the exceptions described herein may be applied. Any request for additional exceptions shall be sent to the Contracting Officer and a determination will be made according to DHS Directive 139-05, Office of Accessible Systems and Technology, dated January 29, 2016 and DHS Instruction 139-05-001, Managing the Accessible Systems and Technology Program, dated January 11, 2017.
5. Where ICT conforming to one or more requirements in the Revised 508 Standards is not commercially available, the agency shall procure the ICT that best meets the Revised 508 Standards consistent with the agency's business needs, in accordance with 36 CFR E202.7. Any selection of a product or service that meets less accessibility standards due to a significant difficulty or expense shall only be permitted under an undue burden claim and requires authorization from the DHS Office of Accessible Systems and Technology (OAST) according to DHS Directive 139-05, Office of Accessible Systems and Technology, dated January 29, 2016 and DHS Instruction 139-05-001, Managing the Accessible Systems and Technology Program, dated January 11, 2017 and 36 CFR E202.6.

**A. Instructions to Offerors**

1. For each commercially available Information and Communications Technology (ICT) item offered through this contract, the Offeror shall provide an Accessibility Conformance Report (ACR). The ACR shall be created using the Voluntary Product Accessibility Template Version 2.2 508 (or later). The template can be found at <https://www.itic.org/policy/accessibility/vpat>. Each ACR shall be completed in accordance with all the instructions provided in the VPAT template. Each ACR must address the applicable Section 508 requirements referenced in the Work Statement. Each ACR shall state exactly how the ICT meets the applicable standards in the remarks/explanations column, or through additional narrative. All "Supports", "Supports with Exceptions", "Does Not Support", and "Not Applicable" (N/A) responses must be explained in the remarks/explanations column or through additional narrative. The offeror is cautioned to address each standard individually and with specificity, and to be clear whether conformance is achieved throughout the entire ICT Item (for example - user functionality, administrator functionality, and reporting), or only in limited areas of the ICT Item. The ACR shall provide a description of the evaluation methods used to support Section 508 conformance claims. The agency reserves the right, prior to making an award decision, to perform testing on some or all of the Offeror's proposed ICT items to validate Section 508 conformance claims made in the ACR.

2. For each ICT Item that will be developed, modified, installed, configured, integrated, or hosted by the contractor pursuant to this contract, the offeror shall provide an acknowledgement of the Section 508 requirements and a detailed explanation of the Offerors plan to ensure conformance with the requirements. The Offeror shall also describe the evaluation methods that will be used to validate for conformance to the Section 508 Standards.

## **B. Acceptance Criteria**

1. Before accepting items that contain Information and Communications Technology (ICT) that are developed, modified, or configured according to this contract, the government reserves the right to require the contractor to provide the following:
  - Accessibility test results based on the required test methods.
  - Documentation of features provided to help achieve accessibility and usability for people with disabilities.
  - Documentation of core functions that cannot be accessed by persons with disabilities.
  - Documentation on how to configure and install the ICT Item to support accessibility.
  - Demonstration of the ICT Item's conformance to the applicable Section 508 Standards, (including the ability of the ICT Item to create electronic content – where applicable).
2. Before accepting ICT required under the contract, the government reserves the right to perform testing on required ICT items to validate the offeror's Section 508 conformance claims. If the government determines that Section 508 conformance claims provided by the offeror represent a higher level of conformance than what is actually provided to the agency, the government shall, at its option, require the offeror to remediate the item to align with the offeror's original Section 508 conformance claims prior to acceptance.

## **I Accountable Property:**

### **I.1 Definitions:**

- a. Accountable Personal Property - An asset that meets one or more of the following criteria: (1) expected useful life is two years or longer and an asset value and/or acquisition cost of \$5,000 or more; (2) that is classified as sensitive; (3) for which accountability or property control records are maintained; (4) Capitalized personal property, (5) Leased property that meets accountability standards, or (6) otherwise warrants tracking in the property system of record. Current accountable personal property information may be obtained through the FPSAPO Office at [FPSPropertyManagementBranch@ice.dhs.gov](mailto:FPSPropertyManagementBranch@ice.dhs.gov).

- b. Capitalized personal property - Non-expendable personal property with an acquisition cost over an established threshold and a normal life expectancy of two years or more. Current Capitalization Threshold information may be obtained through the FPSAPO Office at [FPSPropertyManagementBranch@ice.dhs.gov](mailto:FPSPropertyManagementBranch@ice.dhs.gov).
- c. Contract property - All property, both real and personal, that is used in the performance of a contract, and includes facilities, material, special tooling, special test equipment, and agency-peculiar property. Contract property refers to both Contractor-Acquired Property (CAP) and GFP, in the possession of contractors.
- d. Contractor Acquired Property (CAP) - Property acquired, fabricated, or otherwise provided by the contractor for performing a contract and to which the Government has title.
- e. Excess Personal Property - Personal property under the control of any Federal agency that is not required or needed for that agency's needs, as determined by the head of the agency or designee.
- f. Government Furnished Property (GFP) - Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract. NOTE: GFP may also be referred to as Government Furnished Equipment (GFE), the two terms are interchangeable.
- g. Leased property - Property that is not owned by DHS, but that is leased by the Government under terms as stipulated in the lease agreement (this excludes the leasing of property by contractors in the performance of a contract).
- h. Sensitive personal property - All items, regardless of value, that require special control and accountability due to unusual rates of loss, theft, or misuse; national security or export control considerations. Such property includes but is not limited to, weapons, ammunition, explosives, information technology equipment with memory capability, cameras, and communications equipment. Current sensitive personal property information may be obtained through the FPS APO Office at [FPSPropertyManagementBranch@ice.dhs.gov](mailto:FPSPropertyManagementBranch@ice.dhs.gov).

## **I.2 Deliverables:**

The Contractor shall provide invoices for all Accountable Personal Property within 30 days of acquisition to the PA and COR

### **I.3 Invoices:**

- a. All invoices shall contain the CLIN and Accounting Classifications, contract number, purchase order number, Supplier's name, Supplier's phone number, manufacturer, manufacturer part number, manufacturer model number, serial number, quantities, item descriptions, and unit cost.
- b. The purchase order number shall be on all invoices, packages, bills of lading, correspondence, and any other documents pertaining to the contract.
- c. Separate invoices are required for each purchase order.

### **I.4 Property Accountability:**

- a. When contractors are furnished with GFP, DHS barcodes will not be removed. In all GFP cases, the Government retains title to the property
- b. It is the contractor's responsibility to use contract property as it was authorized, and for the purpose intended. In the event the contractor uses contract property for other purposes without written authorization from the CO, the contractor may be liable for rental, without credit, of such items for each month or part of a month in which such unauthorized use occurs.
- c. Contractor is directly responsible and accountable for all contract property in its possession in accordance with the requirements of the particular contract; this also includes any contract property in the possession or control of a subcontractor.

### **I.5 Physical inventory:**

In addition to requirements provided under FAR § 52.245-1:

- a. The Contractor shall, minimum annually, perform, record, and disclose physical inventory results of CAP and GFP to the FPS APO Office at FPSPropertyManagementBranch@ice.dhs.gov., PA and/or COR.
- b. Annual inventory results will be completed, certified and submitted by close of business 31 May each year to the FPS APO Office at FPSPropertyManagementBranch@ice.dhs.gov., PA and/or COR.
- c. The Contractor shall, upon request, perform, record, and disclose physical inventory results of CAP and GFP to the FPS APO Office at FPSPropertyManagementBranch@ice.dhs.gov., PA and/or COR .
- d. As requested inventory results will be completed, certified and submitted, in the timeframe defined at the time of request, to the CS&C APO Office at FPSPropertyManagementBranch@ice.dhs.gov., PA and/or COR.

### **I.6 Property Disposal:**

- a. All documentation and goods are the property of the United States Government and, if applicable, the contractor shall return or destroy appropriately upon request. The contractor shall comply with applicable government rules and regulations for disposal of government property. Further, the contractor shall provide necessary

information to the PA, COR and the FPS IT Property team at [FPSPropertyManagementBranch@ice.dhs.gov](mailto:FPSPropertyManagementBranch@ice.dhs.gov) for all excess property prior to taking any action.

**I.7 Lost, Stolen, Damaged or Destroyed (LDD) property:**

- a Unless otherwise provided in the contract, the contractor is liable for LDD of contract property, except for reasonable wear and tear.
- b Any occurrence of LDD must be investigated and fully documented by the PA and/or COR, who will promptly notify the CO. The contractor will submit a report of any incident of LDD contract property to the PA in accordance with FAR § 45.504, "Contractor's Liability," and as detailed below, as soon as it becomes known.
- c When GFP or CAP property is LDD, the Contractor must report within 24 hours of discovery of the event to the COR who will initiate a Report of Survey. This document will be obtained from FPS IT Property team at [FPSPropertyManagementBranch@ice.dhs.gov](mailto:FPSPropertyManagementBranch@ice.dhs.gov).
- d A Report of Survey will be prepared, regardless whether or not preliminary research of a LDD event indicates positive evidence of negligence, misconduct, or unauthorized use and the responsible individual refuses to admit pecuniary liability.
- e The Contractor must forward this document with all supporting documentation to the PA or COR within 5 business days of the LDD event for review.
- f The PA and/or COR must submit the completed package to [FPSPropertyManagementBranch@ice.dhs.gov](mailto:FPSPropertyManagementBranch@ice.dhs.gov) within 5 business days of receipt from the Contractor.
- g Contractor, PA and/or COR must supply all requested information and any subsequent requests for information.

**J. INFORMATION TECHNOLOGY SECURITY**

The Contractor shall adhere to all DHS and FPS IT security policies, including the guidelines and policies stated in the Department of Homeland Security (DHS) Management Directive (MD) Number 4300.1, issued 3/1/2003, titled Information Technology Systems Security. This policy mandates DHS organizational elements, including contractors, follow guidelines outlined in the DHS Sensitive Systems Policy Directive 4300A, Information Technology Security Program, and the DHS MD 4300A, DHS Sensitive Systems Handbook, Information Technology Security Program, version 12, November 15, 2016 with attachments.

DHS Directive 4300A outlines the management, operational and technical baseline security requirements (BLSR) for DHS Components to ensure confidentiality, integrity, availability, authenticity, and non-repudiation of sensitive information systems. The directive was developed in accordance with various Executive orders, public laws, and

national policy, including the Federal Information Security Management Act (FISMA) of 2002, various National Institute of Standards and Technology (NIST) publications, and the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources. The 4300A Handbook provides greater detail of the BLSRs, including the roles and responsibilities associated with each.

## **J.1 Security Certification/Accreditation**

- J.1.1 FPS shall provide personnel with the appropriate clearance levels to support the security certification/accreditation processes under this Agreement in accordance with DHS MD 4300A, DHS Sensitive Systems Policy and Handbook.
- J.1.2 During all Systems Engineering Life Cycle (SELC) phases of FPS systems, FPS personnel shall develop documentation and provide any required information for all levels of classification in support of the certification/accreditation process. Upon request, the Contractor shall provide any documentation required to support the FPS security certification and accreditation effort. In addition, all security certification/accreditation will be performed using the DHS certification/accreditation process, methodology and tools.

## **J.2 Security Review and Reporting**

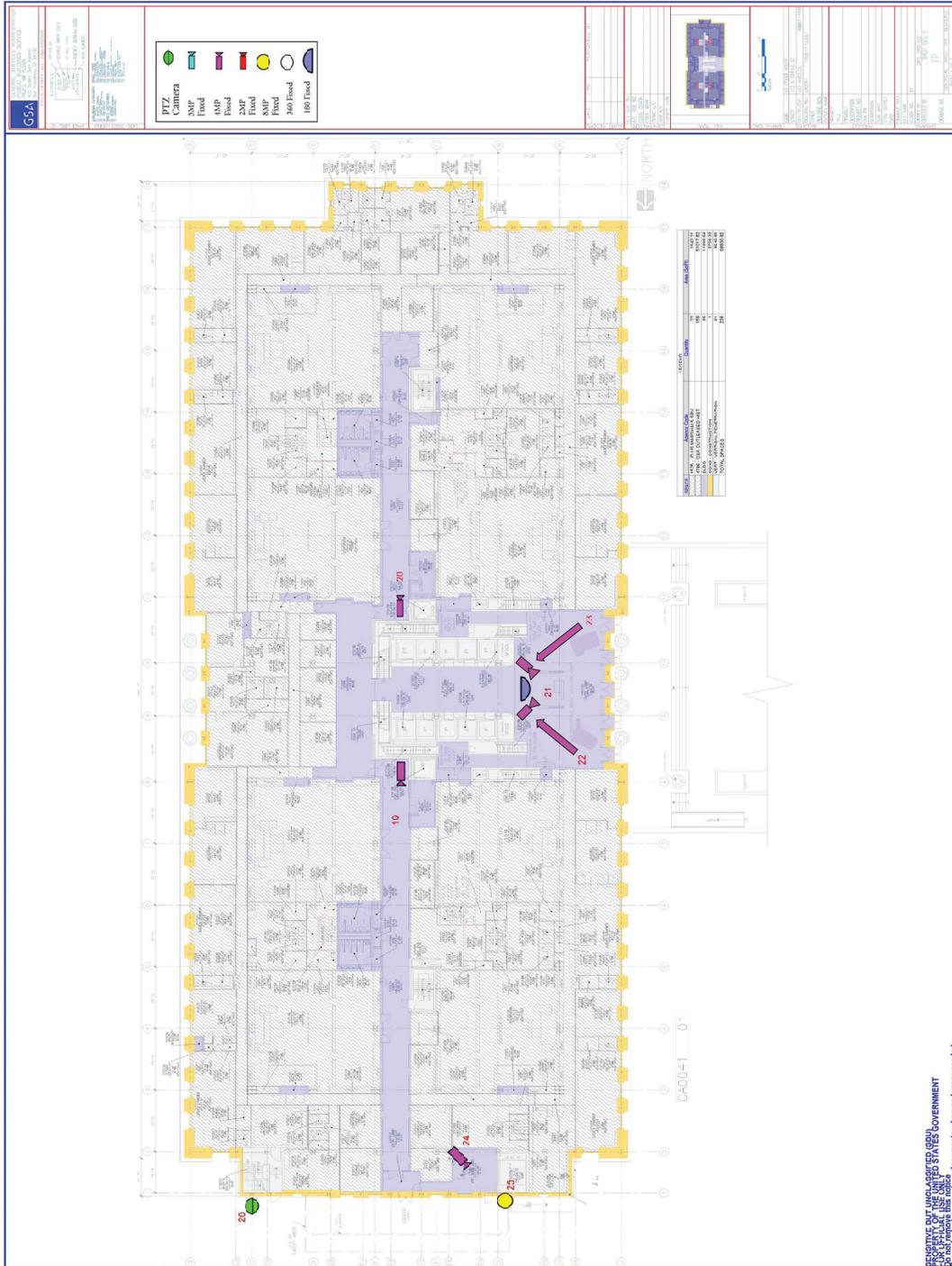
- J.2.1 The Contractor shall include security as an integral element in the management of this contract. The Contractor shall conduct reviews and report the status of the implementation and enforcement of the security requirements contained in this contract and identified references.
- J.2.2 The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford DHS including the Office of Inspector General, FPS ISSM, and other government oversight organizations, access to the Contractor's and subcontractors' facilities, installations, operations, documentation, databases, and personnel used in the performance of this contract. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of DHS/FPS data or the function of computer systems operated on behalf of DHS/FPS, and to preserve evidence of computer crime.

## **J.3 Continuous Monitoring**

- J.3.1 The contractor shall participate in DHS' Continuous Monitoring Strategy and methods or shall provide a Continuous Monitoring capability that the DHS determines acceptable. The DHS Chief Information Security Officer (CISO) issues annual updates to its Continuous Monitoring requirements via the Annual Information Security Performance Plan. At a minimum, the contractor shall implement the following processes:
  - 1. Asset Management

2. Vulnerability Management
3. Configuration Management
4. Malware Management
5. Log Integration
6. Security Information Event Management (SIEM) Integration
7. Patch Management

ATTACHMENT A1 - DRAWINGS



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ATTACHMENT B - Wage Determination

Daniel W. Simms                      Division of  
 Director                                  Wage Determinations

Wage Determination No.: 2015-5613  
 Revision No.: 23  
 Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

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:	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:	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 the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

State: California

Area: California County of Los Angeles

OCCUPATION NOTES:

Heating, Air Conditioning, and Refrigeration services: Occupational wage rates and fringe benefits may be found on WD 1986-0879.

Laundry services: Occupational wage rates and fringe benefits may be found on WD 1977-1297.

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.88
01012 - Accounting Clerk II		21.20
01013 - Accounting Clerk III		23.71
01020 - Administrative Assistant		34.73
01035 - Court Reporter		35.30
01041 - Customer Service Representative I		16.51
01042 - Customer Service Representative II		18.56
01043 - Customer Service Representative III		20.25
01051 - Data Entry Operator I		16.51
01052 - Data Entry Operator II		18.01
01060 - Dispatcher, Motor Vehicle		22.41

01070 - Document Preparation Clerk	17.60
01090 - Duplicating Machine Operator	17.60
01111 - General Clerk I	16.97
01112 - General Clerk II	18.51
01113 - General Clerk III	20.79
01120 - Housing Referral Assistant	24.97
01141 - Messenger Courier	16.97
01191 - Order Clerk I	16.98
01192 - Order Clerk II	18.53
01261 - Personnel Assistant (Employment) I	19.88
01262 - Personnel Assistant (Employment) II	22.22
01263 - Personnel Assistant (Employment) III	24.78
01270 - Production Control Clerk	24.55
01290 - Rental Clerk	16.83
01300 - Scheduler, Maintenance	20.02
01311 - Secretary I	20.02
01312 - Secretary II	22.40
01313 - Secretary III	24.97
01320 - Service Order Dispatcher	19.91
01410 - Supply Technician	34.73
01420 - Survey Worker	20.83
01460 - Switchboard Operator/Receptionist	17.34
01531 - Travel Clerk I	20.02
01532 - Travel Clerk II	21.79
01533 - Travel Clerk III	23.41
01611 - Word Processor I	18.15
01612 - Word Processor II	20.37
01613 - Word Processor III	22.79
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.70
05010 - Automotive Electrician	22.62
05040 - Automotive Glass Installer	21.25
05070 - Automotive Worker	21.25
05110 - Mobile Equipment Servicer	19.16
05130 - Motor Equipment Metal Mechanic	24.01
05160 - Motor Equipment Metal Worker	21.25
05190 - Motor Vehicle Mechanic	24.01
05220 - Motor Vehicle Mechanic Helper	18.38
05250 - Motor Vehicle Upholstery Worker	20.40
05280 - Motor Vehicle Wrecker	21.25
05310 - Painter, Automotive	22.62
05340 - Radiator Repair Specialist	21.25
05370 - Tire Repairer	17.66
05400 - Transmission Repair Specialist	24.01
07000 - Food Preparation And Service Occupations	
07010 - Baker	16.06***
07041 - Cook I	18.30
07042 - Cook II	21.18
07070 - Dishwasher	14.44***
07130 - Food Service Worker	15.03***
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	14.57***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.45
09040 - Furniture Handler	13.66***
09080 - Furniture Refinisher	20.45
09090 - Furniture Refinisher Helper	16.30
09110 - Furniture Repairer, Minor	18.74
09130 - Upholsterer	20.45
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.54***
11060 - Elevator Operator	15.48***
11090 - Gardener	23.05
11122 - Housekeeping Aide	15.48***
11150 - Janitor	15.48***
11210 - Laborer, Grounds Maintenance	17.87
11240 - Maid or Houseman	15.25***
11260 - Pruner	17.06
11270 - Tractor Operator	21.14
11330 - Trail Maintenance Worker	17.87

11360 - Window Cleaner	16.22
12000 - Health Occupations	
12010 - Ambulance Driver	19.60
12011 - Breath Alcohol Technician	26.43
12012 - Certified Occupational Therapist Assistant	36.98
12015 - Certified Physical Therapist Assistant	37.51
12020 - Dental Assistant	21.18
12025 - Dental Hygienist	53.00
12030 - EKG Technician	36.47
12035 - Electroneurodiagnostic Technologist	36.47
12040 - Emergency Medical Technician	19.60
12071 - Licensed Practical Nurse I	23.63
12072 - Licensed Practical Nurse II	26.43
12073 - Licensed Practical Nurse III	29.47
12100 - Medical Assistant	18.27
12130 - Medical Laboratory Technician	28.97
12160 - Medical Record Clerk	20.99
12190 - Medical Record Technician	23.47
12195 - Medical Transcriptionist	23.63
12210 - Nuclear Medicine Technologist	60.54
12221 - Nursing Assistant I	13.17***
12222 - Nursing Assistant II	14.81***
12223 - Nursing Assistant III	16.16***
12224 - Nursing Assistant IV	18.15
12235 - Optical Dispenser	23.55
12236 - Optical Technician	19.42
12250 - Pharmacy Technician	22.48
12280 - Phlebotomist	22.71
12305 - Radiologic Technologist	43.43
12311 - Registered Nurse I	32.59
12312 - Registered Nurse II	39.86
12313 - Registered Nurse II, Specialist	39.86
12314 - Registered Nurse III	48.22
12315 - Registered Nurse III, Anesthetist	48.22
12316 - Registered Nurse IV	57.81
12317 - Scheduler (Drug and Alcohol Testing)	32.75
12320 - Substance Abuse Treatment Counselor	23.72
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	24.83
13012 - Exhibits Specialist II	30.76
13013 - Exhibits Specialist III	37.63
13041 - Illustrator I	27.84
13042 - Illustrator II	34.51
13043 - Illustrator III	42.16
13047 - Librarian	39.51
13050 - Library Aide/Clerk	19.24
13054 - Library Information Technology Systems Administrator	35.68
13058 - Library Technician	22.56
13061 - Media Specialist I	25.75
13062 - Media Specialist II	28.80
13063 - Media Specialist III	32.10
13071 - Photographer I	20.01
13072 - Photographer II	22.38
13073 - Photographer III	28.67
13074 - Photographer IV	35.07
13075 - Photographer V	42.44
13090 - Technical Order Library Clerk	24.17
13110 - Video Teleconference Technician	28.90
14000 - Information Technology Occupations	
14041 - Computer Operator I	21.06
14042 - Computer Operator II	23.55
14043 - Computer Operator III	26.25
14044 - Computer Operator IV	29.17
14045 - Computer Operator V	32.31
14071 - Computer Programmer I	(see 1) 27.42
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)

14102 - Computer Systems Analyst II	(see 1)	
14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		21.06
14160 - Personal Computer Support Technician		29.17
14170 - System Support Specialist		33.61
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		35.97
15020 - Aircrew Training Devices Instructor (Rated)		43.53
15030 - Air Crew Training Devices Instructor (Pilot)		52.17
15050 - Computer Based Training Specialist / Instructor		35.97
15060 - Educational Technologist		40.84
15070 - Flight Instructor (Pilot)		52.17
15080 - Graphic Artist		29.79
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		52.17
15086 - Maintenance Test Pilot, Rotary Wing		52.17
15088 - Non-Maintenance Test/Co-Pilot		52.17
15090 - Technical Instructor		28.22
15095 - Technical Instructor/Course Developer		34.52
15110 - Test Proctor		22.78
15120 - Tutor		22.78
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		
16030 - Counter Attendant		
16040 - Dry Cleaner		
16070 - Finisher, Flatwork, Machine		
16090 - Presser, Hand		
16110 - Presser, Machine, Drycleaning		
16130 - Presser, Machine, Shirts		
16160 - Presser, Machine, Wearing Apparel, Laundry		
16190 - Sewing Machine Operator		
16220 - Tailor		
16250 - Washer, Machine		
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		24.75
19040 - Tool And Die Maker		30.00
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.49
21030 - Material Coordinator		24.55
21040 - Material Expediter		24.55
21050 - Material Handling Laborer		16.53
21071 - Order Filler		16.00***
21080 - Production Line Worker (Food Processing)		18.49
21110 - Shipping Packer		18.10
21130 - Shipping/Receiving Clerk		18.10
21140 - Store Worker I		17.19
21150 - Stock Clerk		19.77
21210 - Tools And Parts Attendant		18.49
21410 - Warehouse Specialist		18.49
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		39.86
23019 - Aircraft Logs and Records Technician		31.10
23021 - Aircraft Mechanic I		37.63
23022 - Aircraft Mechanic II		39.86
23023 - Aircraft Mechanic III		41.41
23040 - Aircraft Mechanic Helper		26.38
23050 - Aircraft, Painter		35.45
23060 - Aircraft Servicer		31.10
23070 - Aircraft Survival Flight Equipment Technician		35.45
23080 - Aircraft Worker		33.30
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I		33.30
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II		37.63
23110 - Appliance Mechanic		22.69
23120 - Bicycle Repairer		17.02
23125 - Cable Splicer		48.83
23130 - Carpenter, Maintenance		31.55
23140 - Carpet Layer		23.23
23160 - Electrician, Maintenance		35.57
23181 - Electronics Technician Maintenance I		28.40

23182 - Electronics Technician Maintenance II	30.23
23183 - Electronic Technician Maintenance III	32.09
23260 - Fabric Worker	33.07
23290 - Fire Alarm System Mechanic	28.73
23310 - Fire Extinguisher Repairer	24.09
23311 - Fuel Distribution System Mechanic	38.43
23312 - Fuel Distribution System Operator	29.39
23370 - General Maintenance Worker	23.26
23380 - Ground Support Equipment Mechanic	37.63
23381 - Ground Support Equipment Servicer	31.10
23382 - Ground Support Equipment Worker	33.30
23391 - Gunsmith I	24.09
23392 - Gunsmith II	27.88
23393 - Gunsmith III	31.51
23410 - Heating, Ventilation And Air-Conditioning Mechanic	
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	34.55
23440 - Heavy Equipment Operator	41.98
23460 - Instrument Mechanic	32.82
23465 - Laboratory/Shelter Mechanic	29.68
23470 - Laborer	16.53
23510 - Locksmith	26.86
23530 - Machinery Maintenance Mechanic	29.57
23550 - Machinist, Maintenance	25.41
23580 - Maintenance Trades Helper	17.76
23591 - Metrology Technician I	32.82
23592 - Metrology Technician II	34.76
23593 - Metrology Technician III	36.12
23640 - Millwright	30.03
23710 - Office Appliance Repairer	22.83
23760 - Painter, Maintenance	25.75
23790 - Pipefitter, Maintenance	31.38
23810 - Plumber, Maintenance	29.57
23820 - Pneudraulic Systems Mechanic	31.51
23850 - Rigger	32.86
23870 - Scale Mechanic	27.88
23890 - Sheet-Metal Worker, Maintenance	30.23
23910 - Small Engine Mechanic	22.22
23931 - Telecommunications Mechanic I	33.07
23932 - Telecommunications Mechanic II	35.02
23950 - Telephone Lineman	32.19
23960 - Welder, Combination, Maintenance	22.02
23965 - Well Driller	31.90
23970 - Woodcraft Worker	31.51
23980 - Woodworker	24.09
24000 - Personal Needs Occupations	
24550 - Case Manager	21.33
24570 - Child Care Attendant	14.66***
24580 - Child Care Center Clerk	18.28
24610 - Chore Aide	14.27***
24620 - Family Readiness And Support Services Coordinator	21.33
24630 - Homemaker	21.33
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	37.56
25040 - Sewage Plant Operator	38.29
25070 - Stationary Engineer	37.56
25190 - Ventilation Equipment Tender	26.33
25210 - Water Treatment Plant Operator	38.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	36.82
27007 - Baggage Inspector	16.63
27008 - Corrections Officer	36.82
27010 - Court Security Officer	39.56
27030 - Detection Dog Handler	23.77
27040 - Detention Officer	36.82
27070 - Firefighter	43.69
27101 - Guard I	16.63

27102 - Guard II	7.08
27131 - Police Officer I	50.19
27132 - Police Officer II	55.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	17.92
28042 - Carnival Equipment Repairer	19.54
28043 - Carnival Worker	14.78***
28210 - Gate Attendant/Gate Tender	19.68
28310 - Lifeguard	17.30
28350 - Park Attendant (Aide)	22.01
28510 - Recreation Aide/Health Facility Attendant	16.06***
28515 - Recreation Specialist	27.27
28630 - Sports Official	17.52
28690 - Swimming Pool Operator	22.61
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	35.40
29020 - Hatch Tender	35.40
29030 - Line Handler	35.40
29041 - Stevedore I	33.06
29042 - Stevedore II	37.68
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	47.44
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	32.72
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	36.03
30021 - Archeological Technician I	24.86
30022 - Archeological Technician II	27.81
30023 - Archeological Technician III	34.46
30030 - Cartographic Technician	34.46
30040 - Civil Engineering Technician	37.33
30051 - Cryogenic Technician I	30.40
30052 - Cryogenic Technician II	33.58
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.81
30063 - Drafter/CAD Operator III	31.00
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	19.68
30082 - Engineering Technician II	22.09
30083 - Engineering Technician III	24.70
30084 - Engineering Technician IV	30.60
30085 - Engineering Technician V	37.43
30086 - Engineering Technician VI	45.29
30090 - Environmental Technician	29.33
30095 - Evidence Control Specialist	27.45
30210 - Laboratory Technician	23.13
30221 - Latent Fingerprint Technician I	42.89
30222 - Latent Fingerprint Technician II	47.38
30240 - Mathematical Technician	41.04
30361 - Paralegal/Legal Assistant I	24.29
30362 - Paralegal/Legal Assistant II	30.10
30363 - Paralegal/Legal Assistant III	36.82
30364 - Paralegal/Legal Assistant IV	44.54
30375 - Petroleum Supply Specialist	33.58
30390 - Photo-Optics Technician	33.92
30395 - Radiation Control Technician	33.58
30461 - Technical Writer I	27.89
30462 - Technical Writer II	34.12
30463 - Technical Writer III	41.29
30491 - Unexploded Ordnance (UXO) Technician I	30.15
30492 - Unexploded Ordnance (UXO) Technician II	36.48
30493 - Unexploded Ordnance (UXO) Technician III	43.72
30494 - Unexploded (UXO) Safety Escort	30.15
30495 - Unexploded (UXO) Sweep Personnel	30.15
30501 - Weather Forecaster I	31.36
30502 - Weather Forecaster II	38.17
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 31.00
30621 - Weather Observer, Senior	(see 2) 33.79
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	36.48
31020 - Bus Aide	17.48

31030 - Bus Driver	23.78
31043 - Driver-Courier	17.34
31260 - Parking and Lot Attendant	14.46***
31290 - Shuttle Bus Driver	17.71
31310 - Taxi Driver	16.86
31361 - Truckdriver, Light	18.91
31362 - Truckdriver, Medium	20.63
31363 - Truckdriver, Heavy	23.70
31364 - Truckdriver, Tractor-Trailer	23.70
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	17.79
99030 - Cashier	14.35***
99050 - Desk Clerk	14.88***
99095 - Embalmer	29.77
99130 - Flight Follower	30.15
99251 - Laboratory Animal Caretaker I	17.39
99252 - Laboratory Animal Caretaker II	18.96
99260 - Marketing Analyst	33.63
99310 - Mortician	34.35
99410 - Pest Controller	19.10
99510 - Photofinishing Worker	20.87
99710 - Recycling Laborer	30.40
99711 - Recycling Specialist	36.07
99730 - Refuse Collector	29.02
99810 - Sales Clerk	17.13
99820 - School Crossing Guard	18.54
99830 - Survey Party Chief	57.99
99831 - Surveying Aide	32.48
99832 - Surveying Technician	42.69
99840 - Vending Machine Attendant	16.16***
99841 - Vending Machine Repairer	20.36
99842 - Vending Machine Repairer Helper	16.16***

\*\*\*Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract 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 the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month\*

\*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any

paid sick leave provided pursuant to EO 13706.

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VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of eleven paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

\*\* HAZARDOUS PAY DIFFERENTIAL \*\*

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as

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screening, blending, dyeing, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**\*\* REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) \*\***

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are

Included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the ""Service Contract Act Directory of Occupations"" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

## ATTACHMENT C

Federal Protective Service  
Western Consolidated Contracting Group  
400 15<sup>th</sup> St. SW  
Auburn, WA 98001



### PAST PERFORMANCE PROJECT FORM

#### Instructions for Completing the Past Project Form

The Contractor is allowed to submit up to a maximum of three (3) past performances from the last three (3) years. Please fill out one (1) form per each past performance submitted. The Contractor shall submit a total of three (3) forms, if they chose to submit the maximum allowed.

- Item 1 Insert Name of Offeror
- Item 2 Insert Solicitation Number
- Item 3 Insert the complete name of the customer, including parent organization. Do not use acronyms.
- Item 4 Insert the customer's complete address, including both post office box and street address, if possible.
- Item 5 Insert any contract number or other contract reference used by the customer.
- Item 6 Insert the date on which the contract came into existence.
- Item 7 Insert the price of the total project.
- Item 8 Insert the period of performance.
- Item 9 Annotate whether or not a clearance was required. If applicable, insert the type clearance, i.e. Top Secret, Secret)
- Item 10 Insert the name, title, address, telephone number, and email address (if available) of the contracting officer, purchasing agent, or other customer contracting or purchasing representative who is most familiar with your work under the contract.
- Item 11 Insert the location(s) where the work was performed, including the country (if other than the United States) and the state or province, county (if applicable), and city.
- Item 12 Describe the nature and scope of the work. The objective is to show how the work that you did or are doing is similar in nature and scope to the work that is to be performed under the contract contemplated by the request for proposal. Describe any unique or unusual requirements of the contract and any problems encountered during the performance of this contract work. Tell your side of the story of any conflicts with the customer concerning which they may make adverse remarks about your performance. Describe any actions that you have taken or plan to take to correct any shortcomings in your performance.

<b>1. Name of Contractor</b>
<b>2. Solicitation Number (i.e. the solicitation your firm is responding to):</b>
<b>3. Complete Name of Government Agency, Commercial Firm, or other Organization for which effort performed.:</b>

ATTACHMENT C

<b>4. Complete Address of Entity Named in #2 Above:</b>
<b>5. Contract Number or Other Reference:</b>
<b>6. Date of Project Award:</b>
<b>7. Total Project Price:</b>
<b>8. Period of Performance:</b>
<b>9. Level of Security Clearance Required (If applicable)</b>  (If applicable) Type/Level:
<b>10. Contracting or Purchasing Point of Contact (name, title, address, telephone no., and email address):</b>
<b>11. Geographic Location of Work (Country, State or Province, County, City):</b>

ATTACHMENT C

**12. Description of Contract Work.** In order to establish the relevance of your project to the instant requirement, please describe the scope, magnitude and complexity of this work, comparing and contrasting it to that required under this solicitation. Additionally, describe any unique or unusual requirements of the contract, and performance problems or issues encountered under the performance of the contract. Include discussion of any previous or ongoing Department of Labor investigations of your firm for Service Contract Act or other labor related violations. For problems/issues noted, describe the method of resolution and/or corrective actions taken. Use a continuation sheet, if necessary.

**Federal Protective Service**  
Western Consolidated Contracting Group  
400 15<sup>th</sup> St. SW  
Auburn, WA 98001



**Homeland  
Security**

**PAST PERFORMANCE QUESTIONNAIRE**  
Solicitation: **70RFPW23QW9000002**

NAME OF CONTRACTOR REQUESTING THE REFERENCE:

The purpose of this questionnaire is to obtain information regarding the quality of the above named Contractor's past performance relative to a contract, completed or in progress, at your company/agency. The Federal Protective Service is considering this Contractor for the installation of a Video Surveillance System (VSS) in Las Vegas, NV. We would greatly appreciate your input regarding the quality of the Contractor's past performance.

Handwritten or typed responses are sufficient. It is requested that the individual(s) responsible for the administrative oversight of the project (e.g. security specialist, COR, COTR, etc.) respond to this questionnaire. More than one copy of the questionnaire may be submitted if responses from more than one individual are appropriate.

**Upon completion of the survey, PLEASE EMAIL to Rachel Kalac at [Rachel.D.Kalac@fps.dhs.gov](mailto:Rachel.D.Kalac@fps.dhs.gov).** If you have any questions, please submit in writing to both addresses listed. We appreciate your efforts on our behalf.

CONTRACT NO. OR PROJECT TITLE:

PERIOD OF PERFORMANCE:

TOTAL PROJECT VALUE (TO DATE):

NAME:

TITLE:

COMPANY:

TELEPHONE:

EMAIL:

Please provide a brief description of the scope of this project so that we may determine any similarities to this contract:

Please provide your comments on the Contractor's performance in the following areas:

1. Discuss the Contractor's overall level of professionalism and attentiveness.

Comments:

2. Discuss the Contractor's overall level of customer service and responsiveness.

Comments:

3. Contractor in identifying and resolving problems—was the Contractor proactive or reactionary?

Comments:

4. Discuss the Contractor's ability to provide sufficient supervision/staffing to ensure effective and successful performance.

Comments:

5. How effectively does the Contractor respond to problems presented to them by owner and tenant representatives?

Comments:

6. Discuss the Contractor's overall management of the project.

Comments:

7. Please describe any special, unique and/or complex requirements of the project, and how well the Contractor was able to handle those complex requirements.

Comments:

8. If you had a choice, would you hire this Contractor again? Why or why not?

Comments:

9. In summary, would you describe the quality of the Contractor's services and overall performance as:
- a. \_\_\_\_\_ Highly Acceptable – Based on the contractor’s performance under this project, the level of risk associated with this vendor is substantially less than the level expected from a competent vendor.
  - b. \_\_\_\_\_ Acceptable – Based on the contractor’s performance under this project, the level of risk associated with this vendor is no more than the level expected from a competent vendor.
  - c. \_\_\_\_\_ Unacceptable – Based on the contractor’s performance under this project, the level of risk associated with this vendor is greater than the level normally expected from a competent vendor.

## ATTACHMENT E

### CONTRACTOR QUOTATION CHECKLIST

**\*FAILURE to provide all of the requested parts, including Part I – REDACTED, may result in rejection of the Contractor’s quotation and shall not be further evaluated.**

**\* FAILURE to adhere to the instructions on this Attachment and in the “Instructions to Offerors” section of the Request for Quotation (RFQ) package may result in rejection of the Contractor’s quotation and shall not be further evaluated.**

#### PART I – Compliance with Technical Specifications

- The Contractor shall provide an Itemized List of all Contractor furnished equipment without pricing. Please make sure to include brand/manufacturer and model for each piece of equipment quoted.
- Contractor shall provide cut sheets for all proposed equipment that shall correspond to all equipment listed on the Itemized List mentioned above – all cut sheets shall be on one (1) file. The Contractor shall not separate equipment cut sheets into individual files.

#### PART II – Price Submission

- The offeror shall complete blocks 12, 17a, 17b and column 24 (EA price only for entire job), blocks 30a, 30b of the SF 1449. **The price submission on the SF 1449 shall include a total price for all requirements to include labor, supervision, material/equipment, travel, per diem, shipping/freight, training, and warranty as specified within the Statement of Work (SOW).**
- In addition, an itemized price listing shall be submitted that clearly identifies each item proposed. For each item proposed, the item, model, manufacturer and cost must be specified. In addition, the itemized price listing shall clearly identify prices for labor, supervision, project management, project engineering, equipment rental, travel, per diem, warranties, shipping/freight charges and any other applicable prices; these prices shall be listed individually. Pricing associated with travel and per diem shall be in accordance with FTR travel and per diem rates.

#### PART III – Contract Documentation/Representations & Certifications

- The Contractor shall sign this document, “Attachment E – Contractor Quotation Checklist”** and shall submit the signed Attachment under Part IV of the Contractor’s quotation.
- Amendments** - If amendments have been issued, the offeror shall acknowledge each amendment by any of the three (3) methods prescribed in block 11 of the amendment form (SF30); (a) By completing blocks 8, 15a, 15b, 15c and returning one (1) copy of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, (c) By separate letter which includes a reference to the solicitation and amendment numbers.
- The Contractor shall complete 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, per the clause instructions. 52.212-3 has been provided within the “Instructions to Offerors” section of the Request for Quotation (RFQ) package. The only exception to the Contractor filling out the attached Reprs & Certs is if the Contractor is already represented and certified via SAM.gov (System of Award Management). This is solely the responsibility of the Contractor to ensure their company is properly represented and certified.

ATTACHMENT E

- Contractors shall provide current copies of all licenses required by state and local municipalities and a current Certificate of Insurance with quote.
- 

There will be **two (2) submissions within the one (1) email** sent to [rachel.d.kalac@fps.dhs.gov](mailto:rachel.d.kalac@fps.dhs.gov) via the instructions listed in the “Instructions to Offerors, Part 1. SUBMISSION OF ELECTRONIC QUOTATIONS”:

- One (1) submission shall contain all three (3) parts from the “Instructions to Offerors” Part 3 and listed above; 1) PART I - Compliance with Technical Specifications, 2) PART II - Price Submission, and 3) PART III - Contract Documentation/ Representations & Certifications.
- One (1) submission shall contain only 1) PART I - Compliance with Technical Specifications with all company and personally identifiable information redacted.

**\*FAILURE to provide all of the requested parts, including Part I – redacted, may result in rejection of the Contractor’s quotation and shall not be further evaluated.**

**\* FAILURE to adhere to the instructions on this Attachment and in the “Instructions to Offerors” section of the Request for Quotation (RFQ) package may result in rejection of the Contractor’s quotation and shall not be further evaluated.**

Signed by (print name and title):

Date:

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Signature:

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**INSTRUCTIONS TO OFFERORS, EVALUATION, SOLICITATION PROVISIONS,  
& REPRESENTATIONS AND CERTIFICATIONS**

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**ADDENDUM TO FAR 52.212-1**

**INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS**

**1. SUBMISSION OF ELECTRONIC QUOTATIONS:** Offerors are requested to submit quotations in response to this RFQ via e-mail per the instructions below. Quotations received at the Government e-mail addresses after the date and time indicated in block 8 of the SF 1449 shall be deemed “late” and will be considered only in accordance with the provisions set forth under FAR 52.212-1, Instructions to Offerors – Commercial Items, paragraph (f).

a) Offerors shall submit their quotations via email. Offerors shall submit their quotations to following email address(s);

To: [rachel.d.kalac@fps.dhs.gov](mailto:rachel.d.kalac@fps.dhs.gov)

b) Offerors shall submit their signed quotations as “PDF” documents except when specified otherwise.

c) Each electronic file shall be clearly named in accordance with the solicitation provisions. The offeror’s electronic quotation shall be submitted according to the requirements set forth below:

(1) The entire quotation shall be submitted in .PDF format.

(2) Adobe Acrobat shall be used to create the “PDF” files.

(3) In order to facilitate secure transmission, it is recommended that emailed files are compressed (zipped) into one, ZIP file using WinZip.

(4) The WinZip password shall be submitted under a separate email by the closing date and time of this solicitation.

(5) All submissions shall include **70RFPW23QW9000002** in the subject line of the email.

d) Quotations submitted electronically will be considered late unless the offeror completes the entire transmission of the quotation before the closing date and time for receipt of quotations under this solicitation. Late quotations may not be eligible for award.

**Quotation transmission must be completed by 03/14/2023 at 0900 PST.**

**2. SITE VISIT AND QUESTIONS:**

a) A **one-time only** site visit will be offered for **70RFPW23QW9000002**. The site visit will be conducted on **02/22/2023 at 0900 Pacific Time**.

Offerors shall email Rachel Kalac at [rachel.d.kalac@fps.dhs.gov](mailto:rachel.d.kalac@fps.dhs.gov) by 0900 PT on 02/21/2023 if they plan on attending the site visit.

b) Any Offeror asked questions shall be submitted **in writing, via email** by **0900 PT on 02/28/2023** to the Contract Specialist, Rachel Kalac, [rachel.d.kalac@fps.dhs.gov](mailto:rachel.d.kalac@fps.dhs.gov), who under the advisement of FPS Electronic Security Specialist, Phil Coughlin, will post all questions

Instructions to Offerors

and answers on FBO. Any questions received after the questions' deadline date and time shall not be considered.

**NOTE:** Terms of this RFQ and specifications within the Statement of Work for **70RFPW23QW9000002** shall remain unchanged unless the Statement of Work is amended in writing by the Contracting Officer.

**3. QUOTATIONS MUST CONSIST OF FOUR (4) PARTS:**

**NOTE:** Quotations shall be comprised of two (2) electronic submissions-via email. The first submission shall contain one (1) copy of the company's submission inclusive of all the PARTS (I, II, III and IV) listed below. The other one (1) of the two (2) submissions shall consist only of the technical submission (PART I listed below) and this submission shall be redacted to remove any reference to the company name, address, email, phone number, DUNs number, Cage code, logo, key personnel, and any and all company specific and personally identifiable information.

**Failure to meet any of the instructions for submission of Offeror quotations may result in the rejection of the Offeror's quotation.**

**1) PART I – COMPLIANCE WITH TECHNICAL SPECIFICATIONS:**

The Government will initially review quotations to determine whether the equipment proposed by the vendor meets the specifications in the Statement of Work. Vendors shall submit:

**1) Itemized list of quoted equipment with brand, model, and quantities for each equipment, with no pricing information.**

**2) Cut sheets with narrative descriptions and technical specifications for each piece of equipment being quoted.** All cut sheets **shall be consolidated into one (1) file** and in the order they appear on the Offeror provided furnished equipment list. The Offeror shall NOT send individual cut sheets. If the cut sheets are compressed via WinZip, they shall all still be one (1) file.

Technical Specifications will be evaluated for adherence to the stated requirements in the attached Statement of Work. If the government determines that the specifications do not adhere to the Statement of Work, the quotation will be found to be non-conforming and will not receive further consideration for award. Vendors who fail to submit the cut sheets and narrative descriptions may not receive further consideration for award.

Upon a determination that a quotation is technically conforming, the vendor's quotation will be evaluated for past performance.

**2) PART II – PAST PERFORMANCE:**

The Offeror shall demonstrate relevant past performance by submitting a list of references for projects performed within the last three (3) years. Relevant past performance information includes, performance under projects (currently being performed or performed within the past three (3) years although those projects of short duration or recently awarded may be considered as slightly less relevant and/or presenting a higher performance risk given the

Instructions to Offerors

shorter period of performance) that are of a similar or directly related scope, magnitude and complexity to that described in the solicitation and as defined below. Note that the Government reserves the right to evaluate submitted projects individually or in the aggregate in order to determine relevance and will do so consistently across all evaluated offers. The Government will also consider the quality of the Offeror's relevant past performance. Information provided in response to this factor will assist the Government in determining the degree of risk associated with award of this project to the Offeror in question based upon that Offeror's past and present performance on other relevant projects. In addition, the Contracting Officer may use past performance information as one of the components in making a determination of responsibility.

The offeror shall provide up to a maximum of three (3) "Attachment C – Past Performance Project Form(s)" for projects performed for Government agencies and/or commercial customers within the last three (3) years. For each project submitted, up to a maximum of three (3), the Offeror shall fill out one (1) "Attachment C - Past Performance Project Form" and submit those Past Performance Project Forms to the Government along with the Offeror's submission. Vendors shall submit:

**1) Up to a maximum of three (3) Past Performance Project Forms with their submitted quotation.**

In accordance with the Past Performance Project Form(s) that are provided by the offeror, the Offeror is responsible for sending "Attachment D– Past Performance Questionnaire" to each end-customer listed on the Offeror provided "Attachment C – Past Performance Project Form". Vendors shall have the end-customers for which services were rendered for submit:

**2) Past Performance Questionnaires that shall be sent directly to the Contracting Specialist and in accordance with the vendor submitted Past Performance Project Forms.**

The Government will not accept any "Attachment D - Past Performance Questionnaire(s)" sent directly from the offeror. Instructions are provided for the end-customer on how to send the completed Questionnaires to the Government. If the Government does not receive any "Attachment D - Past Performance Questionnaire(s)" from the end-customer(s) listed on the "Attachment C - Past Performance Project Form(s)", then the Government reserves the right to directly contact the end-customer to facilitate submission of completed "Past Performance Questionnaires." If the requested past performance information is not submitted to the Government, the Government reserves the right to obtain past performance through all available sources.

**Past Performance will be evaluated for:**

**Period of Performance:** When the contract was completed or if it is in progress. Completed projects will be considered more relevant than work in progress.

**Scope:** The type of services provided and what was installed. Video Security Surveillance (VSS), Closed Circuit Video (CCV) system, Intrusion Detection System, Access Control System, and Alarm system will be considered more relevant.

**Magnitude:** Total contract value.

Instructions to Offerors

**Complexity:** Not limited to, but including licensing, types of responsibilities, similarity to technical specifications of the current Government requirement, systems integration, offeror qualifications, and any issues that arose from the installation work and ability of the offeror to successfully rectify those issues. Complexity of projects completed for Government agencies will be considered more relevant than projects for commercial customers.

**Overall Rehire-ability:** Whether the end customer for which the services were provided would work with again, rehire, or recommend other customers to work with the offeror.

The Evaluator will consider individual projects that meet or exceed the scope and magnitude to have a higher degree of relevancy than those that meet only the scope or magnitude or are combined to meet or exceed the magnitude.

Information provided in response to past performance will assist the Government in determining the degree of risk associated with award of this project to the Offeror in question based upon that Offeror's past and present performance on other relevant projects.

3) **PART III – PRICE SUBMISSION:**

The vendor shall submit:

**1) The offeror must complete blocks 12, 17a, 17b and column 24 (Each (EA) price only for entire job), blocks 30a, 30b of the SF 1449. Signed SF1449 with total price of entire installation inclusive of labor, supervision, materials, training, shipping, freight, travel, per diem, equipment rental and warranty as described in the Statement of Work.**

**2) An itemized price listing shall be submitted that clearly identifies each item proposed. For each item proposed, the item, model, manufacturer and cost must be specified. In addition, the itemized price listing shall clearly identify prices for labor, supervision, project management, project engineering, equipment rental, travel, per diem, warranties, shipping/freight charges and any other applicable prices; these prices shall be listed individually. Pricing associated with travel and per diem shall be in accordance with FTR travel and per diem rates. This itemized and detailed pricing listing shall be submitted separately from the SF 1449.**

4) **PART IV – CONTRACT DOCUMENTATION/REPRESENTATIONS & CERTIFICATIONS:**

The vendor shall submit:

**1) The “Contractor Quotation Checklist” shall be submitted in this part of the offeror’s quotation.**

**2) If amendments have been issued, the offeror shall acknowledge each amendment by completing Blocks 15a, 15b and 15c of the amendment (SF 30) or acknowledging amendments in any of the methods described in block 11 on the SF30 form.**

**3) The offeror shall complete 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, per the clause instructions. 52.212-3 has been provided within the “Instructions to Offerors” section of the Request for Quotation (RFQ) package. The only exception to the offeror filling out the attached Reps & Certs is if the offeror is**

Instructions to Offerors

already represented and certified via SAM.gov (System of Award Management). This is solely the responsibility of the offeror to ensure their company is properly represented and certified.

**4) Contractors shall provide current copies of all licenses required by state and local municipalities and a current Certificate of Insurance with quote.**

**4. ADDITIONAL INFORMATION**

- a) The equipment identified in the Statement of Work for **70RFPW23QW9000002** is not required to be brand name specific; however, any and all equivalent equipment shall be clearly identified by the Contractor and shall demonstrate conformance to the same or better standards and provide at least the same or better level of quality and service as the equipment specified. The Department of Homeland Security (DHS), Federal Protective Service (FPS) reserves to itself the authority for making technical determinations on the equivalence or acceptability of any security product or security system component for any security system installed or monitored by the DHS. The determination of equipment conformity to the specified standards will be done prior to the past performance and price evaluations. No proprietary equipment will be accepted. All equipment shall be commercially available.
- b) By submitting a quotation, the Offeror agrees to comply with all terms and conditions set forth in this RFQ, including the Statement of Work.
- c) The non-price factors are more important than price. The non-price factors for **70RFPW23QW9000002** are conformance to the Technical Specifications as listed within the Statement of Work and Past Performance. Technical Specifications are the most important, while Past Performance is the second most important, and Price being the least important. When combined, the non-price factors are more important than price.
- d) **Technical Specifications:** The offeror will either conform to all of the technical specifications as listed within the Statement of Work and found to be acceptable or the offeror will not conform to all of the technical specifications as listed within the Statement of Work and found to be unacceptable.
- e) **Past Performance:** The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking recent and relevant past performance history will not be evaluated favorably or unfavorably on past performance. The Government will consider the quality of an offeror's past performance. This consideration is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's relevant past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the RFQ. In determining the rating for the past performance evaluation factor, the Government will give greater consideration to the contracts which the Government feels are most relevant to the RFQ.
- f) **Price:** The Government reserves the right to award the contract to other than the lowest priced offeror.
- g) Offerors are informed that it is the Government's desire to make award on initial quotations when deemed possible by the Contracting Officer, however the Government reserves the right to communicate with offerors later, if determined necessary.

Instructions to Offerors

**h) Instructions to Offerors**

1. For each commercially available Information and Communications Technology (ICT) item offered through this contract, the Offeror shall provide an Accessibility Conformance Report (ACR). The ACR shall be created using the Voluntary Product Accessibility Template Version 2.2 508 (or later). The template can be found at <https://www.itic.org/policy/accessibility/vpat>. Each ACR shall be completed in accordance with all the instructions provided in the VPAT template. Each ACR must address the applicable Section 508 requirements referenced in the Work Statement. Each ACR shall state exactly how the ICT meets the applicable standards in the remarks/explanations column, or through additional narrative. All “Supports”, “Supports with Exceptions”, “Does Not Support”, and “Not Applicable” (N/A) responses must be explained in the remarks/explanations column or through additional narrative. The offeror is cautioned to address each standard individually and with specificity, and to be clear whether conformance is achieved throughout the entire ICT Item (for example - user functionality, administrator functionality, and reporting), or only in limited areas of the ICT Item. The ACR shall provide a description of the evaluation methods used to support Section 508 conformance claims. The agency reserves the right, prior to making an award decision, to perform testing on some or all of the Offeror’s proposed ICT items to validate Section 508 conformance claims made in the ACR.
2. For each ICT Item that will be developed, modified, installed, configured, integrated, or hosted by the contractor pursuant to this contract, the offeror shall provide an acknowledgement of the Section 508 requirements and a detailed explanation of the Offerors plan to ensure conformance with the requirements. The Offeror shall also describe the evaluation methods that will be used to validate for conformance to the Section 508 Standards.

**i) Acceptance Criteria**

1. Before accepting items that contain Information and Communications Technology (ICT) that are developed, modified, or configured according to this contract, the government reserves the right to require the contractor to provide the following:
  - Accessibility test results based on the required test methods.
  - Documentation of features provided to help achieve accessibility and usability for people with disabilities.
  - Documentation of core functions that cannot be accessed by persons with disabilities.
  - Documentation on how to configure and install the ICT Item to support accessibility.
  - Demonstration of the ICT Item’s conformance to the applicable Section 508 Standards, (including the ability of the ICT Item to create electronic content – where applicable).
2. Before accepting ICT required under the contract, the government reserves the right to perform testing on required ICT items to validate the offeror’s Section 508 conformance claims. If the government determines that Section 508 conformance claims provided by

Instructions to Offerors

the offeror represent a higher level of conformance than what is actually provided to the agency, the government shall, at its option, require the offeror to remediate the item to align with the offeror's original Section 508 conformance claims prior to acceptance.

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### **Achieved Technical Ceiling**

Non-price factors, when combined, are more important than price. However, the Government contemplates the possibility that it may identify an offer(s) of such a high technical quality that it would not be in the Government's interest to pay an additional price premium for any additional technical (non-price) advantage. As a result, offerors are advised that the Government may not evaluate the technical proposals of all offerors under this RFQ. The government will first review the total evaluated price of all proposals received. The technical proposals of those offerors whose pricing is determined by the Contracting Officer to be most competitive may be reviewed prior to, or instead of, other technical proposals received. Based on the initial review of these technical proposals, the government may not evaluate the technical proposals of other offerors, whose total evaluated pricing was higher than that of one already evaluated and already assigned the highest possible technical adjectival rating. This would occur when the Contracting Officer determines that one or more of the technical proposals already reviewed is of such a level of quality that it would not be in the interest of the government to incur cost beyond the price of the technical proposals already reviewed.

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### **BASIS FOR SELECTION**

The Government will select the responsible offeror whose submissions, in conforming to this RFQ, provides the overall best value to meet the Government's requirements, price and non-price factors considered. Only apparent successful offerors determined to be responsible pursuant to FAR 9.104-1 will be issued a contract.

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### **52.212-2 EVALUATION – COMMERCIAL ITEMS (Oct 2014)**

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

(i) Technical Specifications

(ii) Past Performance

(iii) Price

Technical Specifications and Past Performances, when combined, are more important than price.

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

Instructions to Offerors

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

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**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (Dec 2022)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

"Covered telecommunications equipment or services" has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Economically disadvantaged women-owned small business (EDWOSB) concern* means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with [13 CFR part 127](#), and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#). It automatically qualifies as a women-owned small business eligible under the WOSB Program.

*Forced or indentured child labor* means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

*Highest-level owner* means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

*Immediate owner* means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

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

Instructions to Offerors

*Manufactured end product* means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

*Place of manufacture* means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

*Predecessor* means an entity that is replaced by a successor and includes any predecessors of the predecessor.

*Reasonable inquiry* has the meaning provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

*Restricted business operations* means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;

Instructions to Offerors

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended."Sensitive technology"—

*Sensitive technology—*

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

*Service-disabled veteran-owned small business concern—*

(1) Means a small business concern—

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

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

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

*Small business concern—*

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in its field of operation, and qualified as a small business under the criteria in [13 CFR part 121](#) and size standards in this solicitation.

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

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

Instructions to Offerors

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation

*Successor* means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

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

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

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

*Women-owned business concern* means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women

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

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

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

*Women-owned small business (WOSB) concern eligible under the WOSB Program* (in accordance with [13 CFR part 127](#)), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States, and the concern is certified by SBA or an approved third-party certifier in accordance with [13 CFR 127.300](#).

Instructions to Offerors

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (v) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

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

(c) Offerors must complete the following representations when the resulting 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\(b\)\(1\)\(ii\)](#). Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that—

(i) It  is,  is not a small business concern; or

(ii) It  is,  is not a small business joint venture that complies with the requirements of [13 CFR 121.103\(h\)](#) and [13 CFR 125.8\(a\)](#) and [\(b\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.*]

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

(3) *Service-disabled veteran-owned small business concern.* [*Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.*] The offeror represents as part of its offer that—

(i) It  is,  is not a service-disabled veteran-owned small business concern; or

(ii) It  is,  is not a joint venture that complies with the requirements of [13 CFR 125.18\(b\)\(1\)](#) and [\(2\)](#). [*The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.*] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

Instructions to Offerors

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

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

(6) *WOSB joint venture eligible under the WOSB Program.* The offeror represents that it  is,  is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.]

(7) *Economically disadvantaged women-owned small business (EDWOSB) joint venture.* The offeror represents that it  is,  is not a joint venture that complies with the requirements of [13 CFR 127.506\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.]

(8) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it  is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

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

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see [13 CFR 126.200\(e\)\(1\)](#)); and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of [13 CFR 126.616\(a\)](#) through [\(c\)](#). [The offeror shall enter the name and unique entity identifier of each party to the joint venture: \_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall provide representation of its HUBZone status.

(d) Representations required to implement provisions of Executive Order 11246-

(1) Previous contracts and compliance. The offeror represents that-

(i) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It  has,  has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that-

Instructions to Offerors

(i) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American-Supplies, is included in this solicitation.)

(1)

(i) The Offeror certifies that each end product and that each domestic end product listed in paragraph (f)(3) of this provision contains a critical component, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

(iii) The Offeror shall separately list the line item numbers of domestic end products that contain a critical component (see FAR 25.105).

(iv) The terms "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____

Instructions to Offerors

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_\_

[List as necessary]

(4) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#).

(g)

(1) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i)

(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product and that each domestic end product listed in paragraph (g)(1)(iv) of this provision contains a critical component.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
---------------	-------------------

Instructions to Offerors

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line Item No.	Country of Origin	Exceeds 55% domestic content (yes/no)
_____	_____	_____
_____	_____	_____
_____	_____	_____

[List as necessary]

(iv) The Offeror shall list the line item numbers of domestic end products that contain a critical component (see FAR [25.105](#)).

Line Item No. \_\_\_\_

[List as necessary]

(v) The Government will evaluate *offers* in accordance with the policies and procedures of FAR [part 25](#).

Instructions to Offerors

(2) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Israeli End Products:

Line Item No.
_____
_____
_____

[List as necessary]

(3) *Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III.* If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

Instructions to Offerors

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1)  Are,  are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3)  Are,  are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

Instructions to Offerors

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).* [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

Listed End Product	Listed Countries of Origin
--------------------	----------------------------

Instructions to Offerors

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1)  In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2)  Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror  does  does not certify that-

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

Instructions to Offerors

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror  does  does not certify that-

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies-

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(1) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

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

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

TIN: \_\_\_\_\_.

Instructions to Offerors

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other \_\_\_\_\_.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

Instructions to Offerors

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

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

(i) It  is,  is not an inverted domestic corporation; and

(ii) It  is,  is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) *Representation and Certifications*. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR [25.703-2\(a\)\(2\)](#) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror*. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

Instructions to Offerors

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_.

Immediate owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_.

Highest-level owner legal name: \_\_\_\_\_.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

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

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

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

(2) The Offeror represents that—

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

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

Instructions to Offerors

(r) *Predecessor of Offeror*. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it  is or  is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown").

Predecessor legal name: \_\_\_\_\_.

(Do not use a "doing business as" name).

(s) [Reserved].

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals*. Applies in all solicitations that require offerors to register in SAM ( [12.301](#)(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner)  does,  does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:\_\_\_\_\_.

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use

Instructions to Offerors

appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) 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".

(2) The Offeror represents that—

(i) It  does,  does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of Provision)

*Alternate I (Oct 2014).* As prescribed in [12.301\(b\)\(2\)](#), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

\_\_\_ Black American.

\_\_\_ Hispanic American.

\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

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\_\_\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

\_\_\_\_\_ Individual/concern, other than one of the preceding.

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

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

Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

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 Items. 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

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

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

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

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

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

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

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

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

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

(e) *Disclosures.*

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

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

(i) For covered equipment—

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

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

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

(ii) For covered services—

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

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

(End of provision)

**52.204-26 Covered Telecommunications Equipment or Services-Representation.**

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

Covered Telecommunications Equipment or Services-Representation (Oct 2020)

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

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

(c)

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

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

(End of provision)