

| | | | | | | |
|--|--|---|---------------------|--|--------------------|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | | PAGE 1 OF 71 PAGES | |
| 2. AMENDMENT/MODIFICATION NUMBER 0002 | | 3. EFFECTIVE DATE 06/08/2023 | | 4. REQUISITION/PURCHASE REQUISITION NUMBER | | 5. PROJECT NUMBER (If applicable) |
| 6. ISSUED BY Federal Bureau of Prisons Community Treatment Services Contracting 320 First Street NW Suite 901-5 Washington, DC 20534 | | CODE BCTS Paul Clark (O) (202) 353-0382 p5clark@bop.gov | | 7. ADMINISTERED BY (If other than Item 6) | | CODE |
| 8. NAME AND ADDRESS OF CONTRACTOR (Number, street, country, state and ZIP Code) | | | | (X) | | 9A. AMENDMENT OF SOLICITATION NUMBER |
| | | | | X | | 15BCTS23Q00000018 |
| | | | | | | 9B. DATED (SEE ITEM 11) 05/16/2023 |
| | | | | | | 10A. MODIFICATION OF CONTRACT/ORDER NUMBER |
| | | | | | | 10B. DATED (SEE ITEM 13) |
| CODE | | FACILITY CODE | | | | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

| | |
|-----------|---|
| CHECK ONE | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A. |
| | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This Amendment 2 is issued to extend the solicitation period until June 23, 2023 at 2:00pm ET.

THIS AMENDMENT EXTENDS THE SOLICITATION CLOSING DATE/TIME TO: 06/23/2023 - 02:00 ET US/Eastern

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

| | | | |
|---|------------------|---|--------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul Clark Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA By (Signature of Contracting Officer) | 16C. DATE SIGNED 06/08/2023 |

Previous edition unusable

Table of Contents

| <u>Section</u> | <u>Description</u> | <u>Page Number</u> |
|----------------|---|--------------------|
| | Solicitation/Contract Form..... | 1 |
| 1 | Commodity or Services Schedule..... | 3 |
| 2 | Contract Clauses..... | 25 |
| | 52.21-603-70 Contracting Officer's Representative (COR) (June 2012)..... | 26 |
| | DOJ-05 Security of Department Information and Systems (APR 2015)..... | 26 |
| | 52.217-8 Option to Extend Services (Nov 1999)..... | 31 |
| | 52.232-18 Availability Of Funds (Apr 1984)..... | 32 |
| | 52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)..... | 32 |
| | BOP 2852.242-71 EVALUATION OF CONTRACTOR PERFORMANCE UTILIZING CPARS (APR 2011)..... | 32 |
| | 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (June 2016)..... | 33 |
| | DOJ-01 Whistleblower Information Distribution (Oct 2021)..... | 34 |
| | DOJ-03 Personnel Security Requirements For Contractor Employees (Nov 2021); (Alt. I) -- Classified Information -- Cleared Contractors..... | 34 |
| | 52.216-22 Indefinite Quantity (Oct 1995)..... | 39 |
| | DOJ-08 Continuing Contract Performance During a Pandemic Influenza or other National Emergency (OCT 2007)..... | 40 |
| | DOJ-02 Contractor Privacy Requirements (JAN 2022)..... | 41 |
| | 52.216-18 Ordering (Aug 2020)..... | 45 |
| | 52.216-19 Order Limitations (Oct 1995)..... | 46 |
| | 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)..... | 46 |
| | 52.217-9 Option to Extend the Term of the Contract (Mar 2000)..... | 47 |
| | 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders-Commercial Products and Commercial Services (Mar 2023)..... | |
| | 52.242-15 Stop-Work Order (Aug 1989)..... | 25 |
| | 52.203-3 Gratuities (Apr 1984)..... | 25 |
| | 52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)..... | 25 |
| | 52.253-1 Computer Generated Forms (Jan 1991)..... | 25 |
| | 52.212-4 Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022)..... | 25 |
| | 52.203-12 Limitation On Payments to Influence Certain Federal Transactions (Jun 2020)..... | 25 |
| | 52.242-13 Bankruptcy (July 1995)..... | 25 |
| | 52.224-1 Privacy Act Notification (Apr 1984)..... | 25 |
| | 52.224-2 Privacy Act (Apr 1984)..... | 25 |
| | 52.204-12 Unique Entity Identifier Maintenance (Oct 2016)..... | 25 |
| | 52.204-13 System for Award Management Maintenance (Oct 2018)..... | 25 |
| 3 | List of Attachments..... | 53 |
| 4 | Solicitation Provisions..... | 53 |
| | 52.233-2 Service of Protest (Sept 2006)..... | 54 |
| | 2852.233-70 Protests Filed Directly with the Department of Justice (Jan 1998)..... | 54 |
| | 52.216-1 Type of Contract (Apr 1984)..... | 55 |
| | 52.217-5 Evaluation of Options (July 1990)..... | 55 |
| | 52.209-7 Information Regarding Responsibility Matters (Oct 2018)..... | 55 |
| | 52.204-26 Covered Telecommunications Equipment or Services-Representation (Dec 2019)..... | 56 |
| | 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Dec 2019)..... | 56 |
| | 52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services (Dec 2022)..... | |
| | 52.204-16 Commercial and Government Entity Code Reporting (Jul 2016)..... | 53 |
| | 52.204-22 Alternative Line Item Proposal (Jan 2017)..... | 53 |
| | 52.204-7 System for Award Management (Oct 2018)..... | 53 |
| | 52.212-1 Instructions to Offerors-Commercial Products and Commercial Services (Mar 2023)..... | 53 |
| | 52.203-18 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017)..... | 54 |

Section 1 - Commodity or Services Schedule

Substance Use, Mental Health and Sex Offender Treatment Services in Youngstown, OH.

Firm Fixed Price

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|---|------|------------|----------|
| 0001 | Substance Use Disorder Treatment Planning and Follow-up (2001) 5 Units Guaranteed Minimum; 75 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0002 | Substance Use Disorder Intake Screening (2005) 2 Units Guaranteed Minimum; 25 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0003 | Substance Use Disorder Individual Counseling (2010) 60 Units Guaranteed Minimum; 1200 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 60 Change: 0 Current : 60 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0004 | Substance Use Disorder Intake Assessment & Report (2011) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0005 | Co-occurring Intake Assessment & Report (2012) 5 Units Guaranteed Minimum; 50 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |

| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
|----------|--|--|------|------------|----------|--------|
| 0006 | Substance Use Disorder Group Counseling (2020) 120 Units Guaranteed Minimum; 3960 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 120 Change: 0 Current : 120 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0007 | Substance Use Disorder Relationship and Parenting Counseling (2030) 2 Units Guaranteed Minimum; 100 Units Estimated Maximum Base Period: Date of Award to 12 Months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0008 | Mental Health Treatment Planning and Follow-up (5001) 5 Units Guaranteed Minimum; 50 Units Estimated Maximum Base Period: Date of Award to 12 Months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0009 | Mental Health Intake Screening (5005) 2 Unit Guaranteed Minimum; 35 Units Estimated Maximum Base Period: Date of Award to 12 Months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0010 | Mental Health Intake Assessment & Report (5011) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0011 | Psychiatric Evaluation & Report (5030) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 10 | EA | \$ _____ | \$ _____ | |

| | | Change: 0 | | | |
|----------|--|---|------|------------|----------|
| | | Current : 10 | | | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0012 | Crisis Intervention Evaluation & Report (6000) 1 Unit Guaranteed Minimum; 10 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0013 | Mental Health Individual Counseling (6010) 20 Units Guaranteed Minimum; 1280 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 20 Change: 0 Current : 20 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0014 | Mental Health Group Counseling (6020) 4 Units Guaranteed Minimum; 100 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 4 Change: 0 Current : 4 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0015 | Mental Health Relationship and Parenting Counseling (6031) 2 Units Guaranteed Minimum; 640 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0016 | MH-Medication Monitoring and Report (6051) 5 Units Guaranteed Minimum; 200 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0017 | Sex Offender Specific Intake Assessment & Report (5012) 5 Units Guaranteed Minimum; 25 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 5 Change: 0 | EA | \$ _____ | \$ _____ |

| | | Current : 5 | | | |
|----------|--|--|------|------------|----------|
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0018 | Sex Offender Treatment Disorder Treatment Planning and Follow-up (6001) 1 Unit Guaranteed Minimum; 25 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0019 | Sex Offender Intake Screening (6005) 1 Unit Guaranteed Minimum; 20 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0020 | Sex Offender Individual Counseling (6012) 2 Units Guaranteed Minimum; 320 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0021 | Sex Offender Group Counseling (6022) 4 Units Guaranteed Minimum; 960 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 4 Change: 0 Current : 4 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0022 | Sex Offender Relationship and Parenting Counseling (6032) 2 Units Guaranteed Minimum; 100 Units Estimated Maximum Base Period: Date of award - 12 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0023 | Substance Use Disorder Treatment Planning and Follow-up (2001) 5 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |

| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
|----------|--|--|------|------------|----------|--------|
| 0024 | Substance Use Disorder Intake Screening (2005) 2 Units Guaranteed Minimum; 25 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0025 | Substance Use Disorder Individual Counseling (2010) 60 Units Guaranteed Minimum; 1200 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 60 Change: 0 Current : 60 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0026 | Substance Use Disorder Intake Assessment & Report (2011) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0027 | Co-occurring Intake Assessment & Report (2012) 5 Units Guaranteed Minimum; 50 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0028 | Substance Use Disorder Group Counseling (2020) 120 Units Guaranteed Minimum; 3960 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 120 Change: 0 Current : 120 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0029 | Substance Use Disorder Relationship and Parenting Counseling (2030) 2 Units Guaranteed Minimum; 100 Units Estimated Maximum Option Year 1: 13 months to 24 months | Previous : 2 | EA | \$ _____ | \$ _____ | |

| | | | | | |
|----------|---|---|------|------------|----------|
| | PSC: G004 | Change: 0 Current : 2 | | | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0030 | Mental Health Treatment Planning and Follow-up (5001) 5 Units Guaranteed Minimum; 50 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0031 | Mental Health Intake Screening (5005) 2 Unit Guaranteed Minimum; 35 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0032 | Mental Health Intake Assessment & Report (5011) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0033 | Psychiatric Evaluation & Report (5030) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0034 | Crisis Intervention Evaluation & Report (6000) 1 Unit Guaranteed Minimum; 10 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |

| | | | | | |
|----------|---|---|------|------------|----------|
| 0035 | Mental Health Individual Counseling (6010) 20 Units Guaranteed Minimum; 1280 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 20 Change: 0 Current : 20 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0036 | Mental Health Group Counseling (6020) 4 Units Guaranteed Minimum; 100 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 4 Change: 0 Current : 4 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0037 | Mental Health Relationship and Parenting Counseling (6031) 2 Units Guaranteed Minimum; 640 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0038 | MH-Medication Monitoring and Report (6051) 5 Units Guaranteed Minimum; 200 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0039 | Sex Offender Specific Intake Assessment & Report (5012) 5 Units Guaranteed Minimum; 25 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0040 | Sex Offender Treatment Disorder Treatment Planning and Follow-up (6001) 1 Unit Guaranteed Minimum; 25 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0041 | Sex Offender Intake Screening (6005) 1 Unit Guaranteed Minimum; 20 Units Estimated Maximum Option Year 1: 13 months to 24 months | Previous : 1 | EA | \$ _____ | \$ _____ |

| | | | | | |
|----------|---|--|------|------------|----------|
| | PSC: G004 | Change: 0 Current : 1 | | | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0042 | Sex Offender Individual Counseling (6012) 2 Units Guaranteed Minimum; 320 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0043 | Sex Offender Group Counseling (6022) 4 Units Guaranteed Minimum; 960 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 4 Change: 0 Current : 4 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0044 | Sex Offender Relationship and Parenting Counseling (6032) 2 Units Guaranteed Minimum; 100 Units Estimated Maximum Option Year 1: 13 months to 24 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0045 | Substance Use Disorder Treatment Planning and Follow-up (2001) 5 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0046 | Substance Use Disorder Intake Screening (2005) 2 Units Guaranteed Minimum; 25 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0047 | Substance Use Disorder Individual Counseling (2010) 60 Units Guaranteed Minimum; 1200 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 60 Change: 0 | EA | \$ _____ | \$ _____ |

| | | Current : 60 | | | |
|----------|---|--|------|------------|----------|
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0048 | Substance Use Disorder Intake Assessment & Report (2011) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0049 | Co-occurring Intake Assessment & Report (2012) 5 Units Guaranteed Minimum; 50 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0050 | Substance Use Disorder Group Counseling (2020) 120 Units Guaranteed Minimum; 3960 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 120 Change: 0 Current : 120 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0051 | Substance Use Disorder Relationship and Parenting Counseling (2030) 2 Units Guaranteed Minimum; 100 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0052 | Mental Health Treatment Planning and Follow-up (5001) 5 Units Guaranteed Minimum; 50 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0053 | Mental Health Intake Screening (5005) 2 Unit Guaranteed Minimum; 35 Units Estimated Maximum Option Year 2: 25 months to 36 months | Previous : 2 | EA | \$ _____ | \$ _____ |

| | | | | | |
|----------|---|---|------|------------|----------|
| | PSC: G004 | Change: 0 Current : 2 | | | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0054 | Mental Health Intake Assessment & Report (5011) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0055 | Psychiatric Evaluation & Report (5030) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0056 | Crisis Intervention Evaluation & Report (6000) 1 Unit Guaranteed Minimum; 10 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0057 | Mental Health Individual Counseling (6010) 20 Units Guaranteed Minimum; 1280 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 20 Change: 0 Current : 20 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0058 | Mental Health Group Counseling (6020) 4 Units Guaranteed Minimum; 100 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 4 Change: 0 Current : 4 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |

| | | | | | |
|----------|---|--|------|------------|----------|
| 0059 | Mental Health Relationship and Parenting Counseling (6031) 2 Units Guaranteed Minimum; 640 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0060 | MH-Medication Monitoring and Report (6051) 5 Units Guaranteed Minimum; 200 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0061 | Sex Offender Specific Intake Assessment & Report (5012) 5 Units Guaranteed Minimum; 25 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0062 | Sex Offender Treatment Disorder Treatment Planning and Follow-up (6001) 1 Unit Guaranteed Minimum; 25 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0063 | Sex Offender Intake Screening (6005) 1 Unit Guaranteed Minimum; 20 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0064 | Sex Offender Individual Counseling (6012) 2 Units Guaranteed Minimum; 320 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0065 | Sex Offender Group Counseling (6022) 4 Units Guaranteed Minimum; 960 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 4 Change: 0 | EA | \$ _____ | \$ _____ |

| | | Current : 4 | | | |
|----------|---|--|------|------------|----------|
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0066 | Sex Offender Relationship and Parenting Counseling (6032) 2 Units Guaranteed Minimum; 100 Units Estimated Maximum Option Year 2: 25 months to 36 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0067 | Substance Use Disorder Treatment Planning and Follow-up (2001) 5 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0068 | Substance Use Disorder Intake Screening (2005) 2 Units Guaranteed Minimum; 25 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0069 | Substance Use Disorder Individual Counseling (2010) 60 Units Guaranteed Minimum; 1200 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 60 Change: 0 Current : 60 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0070 | Substance Use Disorder Intake Assessment & Report (2011) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0071 | Co-occurring Intake Assessment & Report (2012) 5 Units Guaranteed Minimum; 50 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 5 Change: 0 | EA | \$ _____ | \$ _____ |

| | | Current : 5 | | | |
|----------|---|--|------|------------|----------|
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0072 | Substance Use Disorder Group Counseling (2020) 120 Units Guaranteed Minimum; 3960 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 120 Change: 0 Current : 120 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0073 | Substance Use Disorder Relationship and Parenting Counseling (2030) 2 Units Guaranteed Minimum; 100 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0074 | Mental Health Treatment Planning and Follow-up (5001) 5 Units Guaranteed Minimum; 50 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0075 | Mental Health Intake Screening (5005) 2 Unit Guaranteed Minimum; 35 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0076 | Mental Health Intake Assessment & Report (5011) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |

| | | | | | |
|----------|---|---|------|------------|----------|
| 0077 | Psychiatric Evaluation & Report (5030) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0078 | Crisis Intervention Evaluation & Report (6000) 1 Unit Guaranteed Minimum; 10 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0079 | Mental Health Individual Counseling (6010) 20 Units Guaranteed Minimum; 1280 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 20 Change: 0 Current : 20 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0080 | Mental Health Group Counseling (6020) 4 Units Guaranteed Minimum; 100 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 4 Change: 0 Current : 4 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0081 | Mental Health Relationship and Parenting Counseling (6031) 2 Units Guaranteed Minimum; 640 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0082 | MH-Medication Monitoring and Report (6051) 5 Units Guaranteed Minimum; 200 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |

| | | | | | |
|----------|---|--|------|------------|----------|
| 0083 | Sex Offender Specific Intake Assessment & Report (5012) 5 Units Guaranteed Minimum; 25 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0084 | Sex Offender Treatment Disorder Treatment Planning and Follow-up (6001) 1 Unit Guaranteed Minimum; 25 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0085 | Sex Offender Intake Screening (6005) 1 Unit Guaranteed Minimum; 20 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0086 | Sex Offender Individual Counseling (6012) 2 Units Guaranteed Minimum; 320 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0087 | Sex Offender Group Counseling (6022) 4 Units Guaranteed Minimum; 960 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 4 Change: 0 Current : 4 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0088 | Sex Offender Relationship and Parenting Counseling (6032) 2 Units Guaranteed Minimum; 100 Units Estimated Maximum Option Year 3: 37 months to 48 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0089 | Substance Use Disorder Treatment Planning and Follow-up (2001) 5 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 5 Change: 0 | EA | \$ _____ | \$ _____ |

| | | Current : 5 | | | |
|----------|---|--|------|------------|----------|
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0090 | Substance Use Disorder Intake Screening (2005) 2 Units Guaranteed Minimum; 25 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0091 | Substance Use Disorder Individual Counseling (2010) 60 Units Guaranteed Minimum; 1200 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 60 Change: 0 Current : 60 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0092 | Substance Use Disorder Intake Assessment & Report (2011) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0093 | Co-occurring Intake Assessment & Report (2012) 5 Units Guaranteed Minimum; 50 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0094 | Substance Use Disorder Group Counseling (2020) 120 Units Guaranteed Minimum; 3960 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 120 Change: 0 Current : 120 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |

| | | | | | |
|----------|---|--|------|------------|----------|
| 0095 | Substance Use Disorder Relationship and Parenting Counseling (2030) 2 Units Guaranteed Minimum; 100 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0096 | Mental Health Treatment Planning and Follow-up (5001) 5 Units Guaranteed Minimum; 50 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0097 | Mental Health Intake Screening (5005) 2 Unit Guaranteed Minimum; 35 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0098 | Mental Health Intake Assessment & Report (5011) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0099 | Psychiatric Evaluation & Report (5030) 10 Units Guaranteed Minimum; 75 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0100 | Crisis Intervention Evaluation & Report (6000) 1 Unit Guaranteed Minimum; 10 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |

| | | | | | |
|----------|---|---|------|------------|----------|
| 0101 | Mental Health Individual Counseling (6010) 20 Units Guaranteed Minimum; 1280 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 20 Change: 0 Current : 20 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0102 | Mental Health Group Counseling (6020) 4 Units Guaranteed Minimum; 100 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 4 Change: 0 Current : 4 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0103 | Mental Health Relationship and Parenting Counseling (6031) 2 Units Guaranteed Minimum; 640 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0104 | MH-Medication Monitoring and Report (6051) 5 Units Guaranteed Minimum; 200 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0105 | Sex Offender Specific Intake Assessment & Report (5012) 5 Units Guaranteed Minimum; 25 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0106 | Sex Offender Treatment Disorder Treatment Planning and Follow-up (6001) 1 Unit Guaranteed Minimum; 25 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0107 | Sex Offender Intake Screening (6005) 1 Unit Guaranteed Minimum; 20 Units Estimated Maximum Option Year 4: 49 months to 60 months | Previous : 1 | EA | \$ _____ | \$ _____ |

| | | | | | |
|----------|---|--|------|------------|----------|
| | PSC: G004 | Change: 0 Current : 1 | | | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0108 | Sex Offender Individual Counseling (6012) 2 Units Guaranteed Minimum; 320 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0109 | Sex Offender Group Counseling (6022) 4 Units Guaranteed Minimum; 960 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 4 Change: 0 Current : 4 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0110 | Sex Offender Relationship and Parenting Counseling (6032) 2 Units Guaranteed Minimum; 100 Units Estimated Maximum Option Year 4: 49 months to 60 months PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0111 | Substance Use Disorder Treatment Planning and Follow-up (2001) 3 Units Guaranteed Minimum; 38 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 3 Change: 0 Current : 3 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0112 | Substance Use Disorder Intake Screening (2005) 1 Unit Guaranteed Minimum; 13 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0113 | Substance Use Disorder Individual Counseling (2010) 30 Units Guaranteed Minimum; 600 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 30 Change: 0 | EA | \$ _____ | \$ _____ |

| | | Current : 30 | | | |
|----------|--|--|------|------------|----------|
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0114 | Substance Use Disorder Intake Assessment & Report (2011) 5 Units Guaranteed Minimum; 38 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0115 | Co-occurring Intake Assessment & Report (2012) 3 Units Guaranteed Minimum; 25 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 3 Change: 0 Current : 3 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0116 | Substance Use Disorder Group Counseling (2020) 60 Units Guaranteed Minimum; 1980 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 60 Change: 0 Current : 60 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0117 | Substance Use Disorder Relationship and Parenting Counseling (2030) 1 Unit Guaranteed Minimum; 50 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0118 | Mental Health Treatment Planning and Follow-up (5001) 3 Units Guaranteed Minimum; 25 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 3 Change: 0 Current : 3 | EA | \$ _____ | \$ _____ |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | AMOUNT |
| 0119 | Mental Health Intake Screening (5005) 1 Unit Guaranteed Minimum; 18 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |

| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
|----------|--|---|------|------------|----------|--------|
| 0120 | Mental Health Intake Assessment & Report (5011) 5 Units Guaranteed Minimum; 38 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0121 | Psychiatric Evaluation & Report (5030) 5 Units Guaranteed Minimum; 38 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 5 Change: 0 Current : 5 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0122 | Crisis Intervention Evaluation & Report (6000) 1 Unit Guaranteed Minimum; 5 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0123 | Mental Health Individual Counseling (6010) 10 Units Guaranteed Minimum; 640 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 10 Change: 0 Current : 10 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0124 | Mental Health Group Counseling (6020) 2 Units Guaranteed Minimum; 50 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0125 | Mental Health Relationship and Parenting Counseling (6031) 1 Unit Guaranteed Minimum; 320 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ | |

| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
|----------|---|--|------|------------|----------|--------|
| 0126 | MH-Medication Monitoring and Report (6051) 3 Units Guaranteed Minimum; 100 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 3 Change: 0 Current : 3 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0127 | Sex Offender Specific Intake Assessment & Report (5012) 3 Units Guaranteed Minimum; 13 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 3 Change: 0 Current : 3 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0128 | Sex Offender Treatment Disorder Treatment Planning and Follow-up (6001) 1 Unit Guaranteed Minimum; 13 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0129 | Sex Offender Intake Screening (6005) 1 Unit Guaranteed Minimum; 10 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0130 | Sex Offender Individual Counseling (6012) 1 Unit Guaranteed Minimum; 160 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |
| 0131 | Sex Offender Group Counseling (6022) 2 Units Guaranteed Minimum; 480 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 2 Change: 0 Current : 2 | EA | \$ _____ | \$ _____ | |
| ITEM NO. | SUPPLIES/SERVICES | EST. QUANTITY | UNIT | UNIT PRICE | | AMOUNT |

| | | | | | |
|------|--|--|----|----------|----------|
| 0132 | Sex Offender Relationship and Parenting Counseling (6032) 1 Unit Guaranteed Minimum; 50 Units Estimated Maximum Potential Six Month Extension PSC: G004 | Previous : 1 Change: 0 Current : 1 | EA | \$ _____ | \$ _____ |
|------|--|--|----|----------|----------|

Section 2 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022)

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

| Clause | Title | Fill-ins (if applicable) |
|-----------|---|--------------------------|
| 52.242-15 | Stop-Work Order (Aug 1989) | |
| 52.203-3 | Gratuities (Apr 1984) | |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) | |
| 52.253-1 | Computer Generated Forms (Jan 1991) | |
| 52.212-4 | Contract Terms and Conditions-Commercial Products and Commercial Services (Dec 2022) | |
| 52.203-12 | Limitation On Payments to Influence Certain Federal Transactions (Jun 2020) | |
| 52.242-13 | Bankruptcy (July 1995) | |
| 52.224-1 | Privacy Act Notification (Apr 1984) | |
| 52.224-2 | Privacy Act (Apr 1984) | |
| 52.204-12 | Unique Entity Identifier Maintenance (Oct 2016) | |

| Clause | Title | Fill-ins (if applicable) |
|-----------|--|--------------------------|
| 52.204-13 | System for Award Management Maintenance (Oct 2018) | |

Clauses By Full Text

52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

<https://www.acquisition.gov/browse/index/far>

[Insert one or more Internet addresses]

(End of clause)

52.21-603-70 Contracting Officer's Representative (COR) (June 2012)

(a) Sandra Hargeshelmer, SCTC, 215-521-7470, Nicole Foster, CTC, 215-521-7472, Cynthia Benik CTOS, 215-521-7499, Ashanti Black, CTOS, 215-521-7491, Sabina Medyinsky, CTOS, 215-521-7461, Ewelina Rozkuszka, CTOS, 215-521-7446, Jeanine Stank CTOS, 215-521-7471, Mayelin Ugarte MA, 215-521-7475, [Title], 200 Chesnut Street, 7th Fl., Philadelphia, PA. 19106, [Area Code and Telephone Number], is hereby designated as the Contracting Officer's Representative (COR) under this contract.

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

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

DOJ-05 Security of Department Information and Systems (APR 2015)

I. Applicability to Contractors and Subcontractors

This clause applies to all contractors and subcontractors, including cloud service providers ("CSPs"), and personnel of contractors, subcontractors, and CSPs (hereinafter collectively, "Contractor") that may access, collect, store, process, maintain, use, share, retrieve, disseminate, transmit, or dispose of DOJ Information. It establishes and implements specific DOJ requirements applicable to this Contract. The requirements established herein are in addition to those required by the Federal Acquisition Regulation ("FAR"), including FAR 11.002(g) and 52.239-1, the Privacy Act of 1974, and any other applicable laws, mandates, Procurement Guidance Documents, and Executive Orders pertaining to the development and operation of Information Systems and the protection of Government Information. This clause does not alter or diminish any existing rights, obligation or liability under any other civil and/or criminal law, rule, regulation or mandate.

II. General Definitions

The following general definitions apply to this clause. Specific definitions also apply as set forth in other paragraphs.

A. Information means any communication or representation of knowledge such as facts, data, or opinions, in any form or medium, including textual, numerical, graphic, cartographic, narrative, or audiovisual. Information includes information in an electronic format that allows it be stored, retrieved or transmitted, also referred to as “data,” and “personally identifiable information” (“PII”), regardless of form.

B. Personally Identifiable Information (or PII) means any information about an individual maintained by an agency, including, but not limited to, information related to education, financial transactions, medical history, and criminal or employment history and information, which can be used to distinguish or trace an individual's identity, such as his or her name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual.

C. DOJ Information means any Information that is owned, produced, controlled, protected by, or otherwise within the custody or responsibility of the DOJ, including, without limitation, Information related to DOJ programs or personnel. It includes, without limitation, Information (1) provided by or generated for the DOJ, (2) managed or acquired by Contractor for the DOJ in connection with the performance of the contract, and/or (3) acquired in order to perform the contract.

D. Information System means any resources, or set of resources organized for accessing, collecting, storing, processing, maintaining, using, sharing, retrieving, disseminating, transmitting, or disposing of (hereinafter collectively, “processing, storing, or transmitting”) Information.

E. Covered Information System means any information system used for, involved with, or allowing, the processing, storing, or transmitting of DOJ Information.

III. Confidentiality and Non-disclosure of DOJ Information

A. Preliminary and final deliverables and all associated working papers and material generated by Contractor containing DOJ Information are the property of the U.S. Government and must be submitted to the Contracting Officer (“CO”) or the CO’s

Representative (“COR”) at the conclusion of the contract. The U.S. Government has unlimited data rights to all such deliverables and associated working papers and materials in accordance with FAR 52.227-14.

B. All documents produced in the performance of this contract containing DOJ Information are the property of the U.S. Government and Contractor shall neither reproduce nor release to any third-party at any time, including during or at expiration or termination of the contract without the prior written permission of the CO.

C. Any DOJ information made available to Contractor under this contract shall be used only for the purpose of performance of this contract and shall not be divulged or made known in any manner to any persons except as may be necessary in the performance of this contract. In performance of this contract, Contractor assumes responsibility for the protection of the confidentiality of any and all DOJ Information processed, stored, or transmitted by the Contractor. When requested by the CO (typically no more than annually), Contractor shall provide a report to the CO identifying, to the best of Contractor’s knowledge and belief, the type, amount, and level of sensitivity of the DOJ Information processed, stored, or transmitted under the Contract, including an estimate of the number of individuals for whom PII has been processed, stored or transmitted under the Contract and whether such information includes social security numbers (in whole or in part).

IV. Compliance with Information Technology Security Policies, Procedures and Requirements

A. For all Covered Information Systems, Contractor shall comply with all security requirements, including but not limited to the regulations and guidance found in the Federal Information Security Management Act of 2014 (“FISMA”), Privacy Act of 1974, E-Government Act of 2002, National Institute of Standards and Technology (“NIST”) Special Publications (“SP”), including NIST SP 800-37, 800-53, and 800-60 Volumes I and II, Federal Information Processing Standards (“FIPS”) Publications 140-2, 199, and 200, OMB Memoranda, Federal Risk and Authorization Management Program (“FedRAMP”), DOJ IT Security Standards, including DOJ Order 2640.2, as amended. These requirements include but are not limited to:

1. Limiting access to DOJ Information and Covered Information Systems to authorized users and to transactions and functions that authorized users are permitted to exercise;
2. Providing security awareness training including, but not limited to, recognizing and reporting potential indicators of insider threats to users and managers of DOJ Information and Covered Information Systems;

3. Creating, protecting, and retaining Covered Information System audit records, reports, and supporting documentation to enable reviewing, monitoring, analysis, investigation, reconstruction, and reporting of unlawful, unauthorized, or inappropriate activity related to such Covered Information Systems and/or DOJ Information;
4. Maintaining authorizations to operate any Covered Information System;
5. Performing continuous monitoring on all Covered Information Systems;
6. Establishing and maintaining baseline configurations and inventories of Covered Information Systems, including hardware, software, firmware, and documentation, throughout the Information System Development Lifecycle, and establishing and enforcing security configuration settings for IT products employed in Information Systems;
7. Ensuring appropriate contingency planning has been performed, including DOJ Information and Covered Information System backups;
8. Identifying Covered Information System users, processes acting on behalf of users, or devices, and authenticating and verifying the identities of such users, processes, or devices, using multifactor authentication or HSPD-12 compliant authentication methods where required;
9. Establishing an operational incident handling capability for Covered Information Systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities, and tracking, documenting, and reporting incidents to appropriate officials and authorities within Contractor's organization and the DOJ;
10. Performing periodic and timely maintenance on Covered Information Systems, and providing effective controls on tools, techniques, mechanisms, and personnel used to conduct such maintenance;
12. Protecting Covered Information System media containing DOJ Information, including paper, digital and electronic media; limiting access to DOJ Information to authorized users; and sanitizing or destroying Covered Information System media containing DOJ Information before disposal, release or reuse of such media;
13. Limiting physical access to Covered Information Systems, equipment, and physical facilities housing such Covered Information Systems to authorized U.S. citizens unless a waiver has been granted by the Contracting Officer ("CO"), and protecting the physical facilities and support infrastructure for such Information Systems;
14. Screening individuals prior to authorizing access to Covered Information Systems to ensure compliance with DOJ Security standards;
15. Assessing the risk to DOJ Information in Covered Information Systems periodically, including scanning for vulnerabilities and remediating such vulnerabilities in accordance with DOJ policy and ensuring the timely removal of assets no longer supported by the Contractor;
16. Assessing the security controls of Covered Information Systems periodically to determine if the controls are effective in their application, developing and implementing plans of action designed to correct deficiencies and eliminate or reduce vulnerabilities in such Information Systems, and monitoring security controls on an ongoing basis to ensure the continued effectiveness of the controls;
17. Monitoring, controlling, and protecting information transmitted or received by Covered Information Systems at the external boundaries and key internal boundaries of such Information Systems, and employing architectural designs, software development techniques, and systems engineering principles that promote effective security; and
18. Identifying, reporting, and correcting Covered Information System security flaws in a timely manner, providing protection from malicious code at appropriate locations, monitoring security alerts and advisories and taking appropriate action in response.

B. Contractor shall not process, store, or transmit DOJ Information using a Covered Information System without first obtaining an Authority to Operate ("ATO") for each Covered Information System. The ATO shall be signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and

availability of the DOJ Information under this contract. The DOJ standards and requirements for obtaining an ATO may be found at DOJ Order 2640.2, as amended. (For Cloud Computing Systems, see Section V, below.)

C. Contractor shall ensure that no Non-U.S. citizen accesses or assists in the development, operation, management, or maintenance of any DOJ Information System, unless a waiver has been granted by the by the DOJ Component Head (or his or her designee) responsible for the DOJ Information System, the DOJ Chief Information Officer, and the DOJ Security Officer.

D. When requested by the DOJ CO or COR, or other DOJ official as described below, in connection with DOJ's efforts to ensure compliance with security requirements and to maintain and safeguard against threats and hazards to the security, confidentiality, integrity, and availability of DOJ Information, Contractor shall provide DOJ, including the Office of Inspector General ("OIG") and Federal law enforcement components, (1) access to any and all information and records, including electronic information, regarding a Covered Information System, and (2) physical access to Contractor's facilities, installations, systems, operations, documents, records, and databases. Such access may include independent validation testing of controls, system penetration testing, and FISMA data reviews by DOJ or agents acting on behalf of DOJ, and such access shall be provided within 72 hours of the request. Additionally, Contractor shall cooperate with DOJ's efforts to ensure, maintain, and safeguard the security, confidentiality, integrity, and availability of DOJ Information.

E. The use of Contractor-owned laptops or other portable digital or electronic media to process or store DOJ Information covered by this clause is prohibited until Contractor provides a letter to the DOJ CO, and obtains the CO's approval, certifying compliance with the following requirements:

1. Media must be encrypted using a NIST FIPS 140-2 approved product;
2. Contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Where applicable, media must utilize antivirus software and a host- based firewall mechanism;
4. Contractor must log all computer-readable data extracts from databases holding DOJ Information and verify that each extract including such data has been erased within 90 days of extraction or that its use is still required. All DOJ Information is sensitive information unless specifically designated as non-sensitive by the DOJ; and,
5. A Rules of Behavior ("ROB") form must be signed by users. These rules must address, at a minimum, authorized and official use, prohibition against unauthorized users and use, and the protection of DOJ Information. The form also must notify the user that he or she has no reasonable expectation of privacy regarding any communications transmitted through or data stored on Contractor-owned laptops or other portable digital or electronic media.

F. Contractor-owned removable media containing DOJ Information shall not be removed from DOJ facilities without prior approval of the DOJ CO or COR.

G. When no longer needed, all media must be processed (sanitized, degaussed, or destroyed) in accordance with DOJ security requirements.

H. Contractor must keep an accurate inventory of digital or electronic media used in the performance of DOJ contracts.

I. Contractor must remove all DOJ Information from Contractor media and return all such information to the DOJ within 15 days of the expiration or termination of the contract, unless otherwise extended by the CO, or waived (in part or whole) by the CO, and all such information shall be returned to the DOJ in a format and form acceptable to the DOJ. The removal and return of all DOJ Information must be accomplished in accordance with DOJ IT Security Standard requirements, and an official of the Contractor shall provide a written certification certifying the removal and return of all such information to the CO within 15 days of the removal and return of all DOJ Information.

J. DOJ, at its discretion, may suspend Contractor's access to any DOJ Information, or terminate the contract, when DOJ suspects that Contractor has failed to comply with any security requirement, or in the event of an Information System Security Incident (see Section V.E. below), where the Department determines that either event gives cause for such action. The suspension of access to DOJ Information may last until such time as DOJ, in its sole discretion, determines that the situation giving rise to such action has been corrected or no longer exists. Contractor understands that any suspension or

termination in accordance with this provision shall be at no cost to the DOJ, and that upon request by the CO, Contractor must immediately return all DOJ Information to DOJ, as well as any media upon which DOJ Information resides, at Contractor's expense.

V. Cloud Computing

A. Cloud Computing means an Information System having the essential characteristics described in NIST SP 800-145, The NIST Definition of Cloud Computing. For the sake of this provision and clause, Cloud Computing includes Software as a Service, Platform as a Service, and Infrastructure as a Service, and deployment in a Private Cloud, Community Cloud, Public Cloud, or Hybrid Cloud.

B. Contractor may not utilize the Cloud system of any CSP unless:

1. The Cloud system and CSP have been evaluated and approved by a 3PAO certified under FedRAMP and Contractor has provided the most current Security Assessment Report ("SAR") to the DOJ CO for consideration as part of Contractor's overall System Security Plan, and any subsequent SARs within 30 days of issuance, and has received an ATO from the Authorizing Official for the DOJ component responsible for maintaining the security confidentiality, integrity, and availability of the DOJ Information under contract; or,
2. If not certified under FedRAMP, the Cloud System and CSP have received an ATO signed by the Authorizing Official for the DOJ component responsible for maintaining the security, confidentiality, integrity, and availability of the DOJ Information under the contract.

C. Contractor must ensure that the CSP allows DOJ to access and retrieve any DOJ Information processed, stored or transmitted in a Cloud system under this Contract within a reasonable time of any such request, but in no event less than 48 hours from the request. To ensure that the DOJ can fully and appropriately search and retrieve DOJ Information from the Cloud system, access shall include any schemas, meta-data, and other associated data artifacts.

VI. Information System Security Breach or Incident

A. Definitions

1. Confirmed Security Breach (hereinafter, "Confirmed Breach") means any confirmed unauthorized exposure, loss of control, compromise, exfiltration, manipulation, disclosure, acquisition, or accessing of any Covered Information System or any DOJ Information accessed by, retrievable from, processed by, stored on, or transmitted within, to or from any such system.
2. Potential Security Breach (hereinafter, "Potential Breach") means any suspected, but unconfirmed, Covered Information System Security Breach.
3. Security Incident means any Confirmed or Potential Covered Information System Security Breach.

B. Confirmed Breach. Contractor shall immediately (and in no event later than within 1 hour of discovery) report any Confirmed Breach to the DOJ CO and the CO's Representative ("COR"). If the Confirmed Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call DOJ-CERT at 1-866-US4-CERT (1-866-874-2378) immediately (and in no event later than within 1 hour of discovery of the Confirmed Breach), and shall notify the CO and COR as soon as practicable.

C. Potential Breach.

1. Contractor shall report any Potential Breach within 72 hours of detection to the DOJ CO and the COR, unless Contractor has (a) completed its investigation of the Potential Breach in accordance with its own internal policies and procedures for identification, investigation and mitigation of Security Incidents and (b) determined that there has been no Confirmed Breach.
2. If Contractor has not made a determination within 72 hours of detection of the Potential Breach whether an Confirmed Breach has occurred, Contractor shall report the Potential Breach to the DOJ CO and COR within one-hour (i.e., 73 hours from detection of the Potential Breach). If the time by which to report the Potential Breach occurs outside of regular business hours and/or neither the DOJ CO nor the COR can be reached, Contractor must call the DOJ Computer Emergency Readiness Team (DOJ-CERT) at 1-866-US4-CERT (1-866-874-2378) within

one-hour (i.e., 73 hours from detection of the Potential Breach) and contact the DOJ CO and COR as soon as practicable.

D. Any report submitted in accordance with paragraphs (B) and (C), above, shall identify (1) both the Information Systems and DOJ Information involved or at risk, including the type, amount, and level of sensitivity of the DOJ Information and, if the DOJ Information contains PII, the estimated number of unique instances of PII, (2) all steps and processes being undertaken by Contractor to minimize, remedy, and/or investigate the Security Incident, (3) any and all other information as required by the US- CERT Federal Incident Notification Guidelines, including the functional impact, information impact, impact to recoverability, threat vector, mitigation details, and all available incident details; and (4) any other information specifically requested by the DOJ. Contractor shall continue to provide written updates to the DOJ CO regarding the status of the Security Incident at least every three (3) calendar days until informed otherwise by the DOJ CO.

E. All determinations regarding whether and when to notify individuals and/or federal agencies potentially affected by a Security Incident will be made by DOJ senior officials or the DOJ Core Management Team at DOJ's discretion.

F. Upon notification of a Security Incident in accordance with this section, Contractor must provide to DOJ full access to any affected or potentially affected facility and/or Information System, including access by the DOJ OIG and Federal law enforcement organizations, and undertake any and all response actions DOJ determines are required to ensure the protection of DOJ Information, including providing all requested images, log files, and event information to facilitate rapid resolution of any Security Incident.

G. DOJ, at its sole discretion, may obtain, and Contractor will permit, the assistance of other federal agencies and/or third party contractors or firms to aid in response activities related to any Security Incident. Additionally, DOJ, at its sole discretion, may require Contractor to retain, at Contractor's expense, a Third Party Assessing Organization (3PAO), acceptable to DOJ, with expertise in incident response, compromise assessment, and federal security control requirements, to conduct a thorough vulnerability and security assessment of all affected Information Systems.

H. Response activities related to any Security Incident undertaken by DOJ, including activities undertaken by Contractor, other federal agencies, and any third-party contractors or firms at the request or direction of DOJ, may include inspections, investigations, forensic reviews, data analyses and processing, and final determinations of responsibility for the Security Incident and/or liability for any additional response activities. Contractor shall be responsible for all costs and related resource allocations required for all such response activities related to any Security Incident, including the cost of any penetration testing.

VII. Personally Identifiable Information Notification Requirement

Contractor certifies that it has a security policy in place that contains procedures to promptly notify any individual whose Personally Identifiable Information ("PII") was, or is reasonably determined by DOJ to have been, compromised. Any notification shall be coordinated with the DOJ CO and shall not proceed until the DOJ has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by Contractor shall be coordinated with, and subject to the approval of, DOJ. Contractor shall be responsible for taking corrective action consistent with DOJ Data Breach Notification Procedures and as directed by the DOJ CO, including all costs and expenses associated with such corrective action, which may include providing credit monitoring to any individuals whose PII was actually or potentially compromised.

VIII. Pass-through of Security Requirements to Subcontractors and CSPs

The requirements set forth in the preceding paragraphs of this clause apply to all subcontractors and CSPs who perform work in connection with this Contract, including any CSP providing services for any other CSP under this Contract, and Contractor shall flow down this clause to all subcontractors and CSPs performing under this contract.

Any breach by any subcontractor or CSP of any of the provisions set forth in this clause will be attributed to Contractor.

(End of Clause)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision

may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the contract performance period.

(End of clause)

52.232-18 Availability Of Funds (Apr 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.237-7 Indemnification and Medical Liability Insurance (Jan 1997)

(a) It is expressly agreed and understood that this is a nonpersonal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided, but retains no control over professional aspects of the services rendered, including by example, the Contractor's professional medical judgment, diagnosis, or specific medical treatments. The Contractor shall be solely liable for and expressly agrees to indemnify the Government with respect to any liability producing acts or omissions by it or by its employees or agents. The Contractor shall maintain during the term of this contract liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: *1 MILLION dollars.

(b) An apparently successful offeror, upon request by the Contracting Officer, shall furnish prior to contract award evidence of its insurability concerning the medical liability insurance required by paragraph (a) of this clause.

(c) Liability insurance may be on either an occurrences basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail) for a period of not less than 3 years after the end of the contract term must also be provided.

(d) Evidence of insurance documenting the required coverage for each health care provider who will perform under this contract shall be provided to the Contracting Officer prior to the commencement of services under this contract. If the insurance is on a claims-made basis and evidence of an extended reporting endorsement is not provided prior to the commencement of services, evidence of such endorsement shall be provided to the Contracting Officer prior to the expiration of this contract. Final payment under this contract shall be withheld until evidence of the extended reporting endorsement is provided to the Contracting Officer.

(e) The policies evidencing required insurance shall also contain an endorsement to the effect that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. If, during the performance period of the contract the Contractor changes insurance providers, the Contractor must provide evidence that the Government will be indemnified to the limits specified in paragraph (a) of this clause, for the entire period of the contract, either under the new policy, or a combination of old and new policies.

(f) The Contractor shall insert the substance of this clause, including this paragraph (f), in all subcontracts under this contract for health care services and shall require such subcontractors to provide evidence of and maintain insurance in accordance with paragraph (a) of this clause. At least 5 days before the commencement of work by any subcontractor, the Contractor shall furnish to the Contracting Officer evidence of such insurance.

(End of clause)

* Contracting Officer insert the dollar value(s) of standard coverage(s) prevailing within the local community as to the specific medical specialty, or specialties, concerned, or such higher amount as the Contracting Officer deems necessary to protect the Government's interests.

BOP 2852.242-71 EVALUATION OF CONTRACTOR PERFORMANCE UTILIZING CPARS (APR 2011)

The services, although not directly supervised, shall be reviewed by Federal Bureau of Prisons (BOP) staff to ensure contract compliance. The contractor's performance will be evaluated in accordance with FAR 42.15. Contract monitoring reports will be prepared by the Contracting Officer's Representative (COR) and maintained in the contract file.

In accordance with FAR 42.1502 and 42.1503, agencies shall prepare an evaluation of contractor performance and submit it to the Past Performance Information Retrieval System (PPIRS). The BOP utilizes the Department of Defense (DOD) web-based Contractor Performance Assessment Reporting System (CPARS) to provide contractor performance evaluations. The contractor shall provide and maintain a current e-mail address throughout the life of the contract. The contractor will receive an e-mail from the Focal Point thru the following website address webpmsmh@navy.mil when the contract is registered in CPARS. The e-mail will contain a "user ID" and temporary password to register in the CPARS system. The contractor must be registered to access and review its evaluation and/or provide a response. If assistance is required when registering, please contact the Contracting Staff/Focal Point.

(End of Clause)

52.204-21 Basic Safeguarding of Covered Contractor Information Systems (June 2016)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

DOJ-01 Whistleblower Information Distribution (Oct 2021)

Within 30 days of contract award, the contractor and its subcontractors must distribute the “Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors” (“Whistleblower Information”) document to their employees performing work in support of the products and services delivered under this contract (<https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf>). By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.908 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required.

(End of Clause)

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

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

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

1. General Requirements

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

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

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

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

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

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

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

2. Citizenship and Residency Requirements

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

The residency requirement does not apply to contractor employees residing in foreign countries that are hired to work in American embassies/consulates/missions located outside of the United States and who require access to DOJ information, IT systems, or unescorted access *provided that* an adequate background investigation can be conducted, with favorable adjudication, as determined by the DSO.

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

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

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

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

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

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

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

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

3. Background Investigation Requirements

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

- (i) High Risk Positions. The minimum background investigation required is a Tier 4 (T4) investigation, and the five-year reinvestigation required is a Tier 4R (T4R) investigation. The 2017 version of the Standard Form (SF) 85P, Questionnaire for Public Trust Positions, is required.
- (ii) Moderate Risk Positions. The minimum background investigation required is a Tier 2 (T2) investigation. The five-year reinvestigation required is a Tier 2R (T2R) investigation. The 2017 version of the SF-85P is
- (iii) Low Risk/Non-Sensitive Positions. The minimum background investigation required for Low Risk/Non-Sensitive positions is a Tier 1 (T1) investigation and the required five-year reinvestigation is also a Tier 1 (T1) investigation. The SF 85, Questionnaire for Non-Sensitive Positions, is

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

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

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

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

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

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

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

4. Background Investigation Process

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

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

- (i) Digital Fingerprinting/FD-258 Applicant Fingerprint Card. Two sets are required per applicant. The contractor may schedule appointments with the SPM to be digitally fingerprinted; otherwise, fingerprinting by the FBI or other law enforcement entity, as approved by the SPM, is required to ensure the identity of the person being fingerprinted and for printing quality. All pertinent information must be completed by the individual taking the fingerprints (FBI or other). Use of the physical FD-258 Applicant Fingerprint Card should only be used in extenuating circumstances.
- (ii) DOJ-555 Fair Credit Reporting Act Disclosure. Authorizes DOJ to obtain one or more consumer/credit reports on the individual. This form will be required if the Component SPM determines a credit check is necessary for its Low Risk Level 1 contractor positions.
- (iii) OF-306, Declaration for Federal Employment.
- (iv) Foreign National Relatives or Associates Statement. This is only required if foreign national relatives or associates were not disclosed on the security questionnaire form.
- (v) Self-Reporting Requirements for All Contractor Personnel. This is an acknowledgement and acceptance statement that every contractor must sign.
- (vi) Additional information as may be required based on the review of the security questionnaire form.

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

(c) Adjudication and Pre-Employment Background Investigation Waivers

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

(2) As directed by the SPM, the contractor shall initiate pre-employment waivers for Public Trust Positions when necessary. This may entail performing credit history checks and submission of these checks as part of the security package, including satisfactory resolution of any issues prior to submission to the federal government. A waiver will be disapproved if it develops derogatory information that cannot be resolved in the contractor employee's favor. When a waiver has been disapproved, the CO, in consultation

with the SPM and COR, will determine (i) whether the contractor employee will no longer be considered for work on a DOJ contract or (ii) whether to wait for the completion and favorable adjudication of the background investigation before the contractor employee commences work on a Department contract. The pre-employment background investigation waiver requirements include:

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

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

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

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

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

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

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

5. Identity Proofing and Badging

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

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

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

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

- (i) When any contractor employee enters a DOJ building for the first time, he/she shall allow one hour for security processing and the creation and issuance of a building access PIV cards require additional processing time and will not likely be issued on the same day.
- (ii) Building access badges shall be subject to periodic review by the contractor employee's supervisor and checked against his/her personal identification. The contractor employees shall present themselves for the issuance of renewed badges when required by the government as scheduled by the COR or his/her designee. The contractor shall notify the COR when contractor employee badges are lost, and must immediately apply for reissuance of a replacement badge. The contractor shall pay for reissued building access badges at no cost to the government. It is the contractor employee's responsibility to return badges to the COR or his/her designee when a contractor employee is dismissed, terminated or assigned to duties not within the scope of this contract.

6. Employee Reporting Requirements

- (a) All contractor employees must sign the DOJ *Self-Reporting Requirements for All Contractor Personnel* statement acknowledging and accepting the DOJ requirement that they immediately self-report certain information using the Department's iReport system. The COR or SPM will provide the Self-Reporting statement as well as a list of reportable information, which varies by position sensitivity designation, to the contractor employee before commencing work under the contract. If the contractor employee does not have access to the DOJ iReport System, the COR or SPM will provide a fillable form for the contractor employee to complete and
- (b) The COR and SPM will review the written report and documentation and make a determination regarding continued employment on a DOJ
- (c) DOJ reporting requirements are in addition to the DCSA reporting requirements and the contractor's internal reporting

7. Replacement Personnel

- (a) The contractor shall make every effort to avoid costs to the government for security investigations for replacement of contractor employees, and in so doing shall ensure that otherwise satisfactorily performing and physically able contractor employees remain in contract performance for the duration of the contract. The contractor shall take all necessary steps to ensure that contractor personnel who are selected for assignment to this contract are professionally qualified and personally reliable, of reputable background and sound character, and able to meet all other requirements stipulated in the contract.
- (b) The fact that the government performs security investigations shall not in any manner relieve the contractor of its responsibility to ensure that all contract personnel are reliable and of reputable background and sound character. Should a security investigation conducted by the government and/or a contractor's self-report or failure to self-report render ineligible a contractor employee, the contracting officer will determine whether the contractor has violated this clause. The contracting officer may direct the contractor, at its own expense, to remove and replace any contractor personnel who fails to comply with or violates applicable requirements of this contract. Such action may be taken at the government's direction without prejudice to its rights under any other provision of this contract, including termination for default, and the contractor may be held liable, at a minimum, for all reasonable and necessary costs incurred by the government to (i) provide coverage (performance) through assignment of individuals employed by the government or third parties in those cases where absence of contractor personnel would cause either a security threat or DOJ program disruption and (ii) conduct security investigations in excess of those which would otherwise be required.
- (c) Nothing in this clause shall require the contractor to bear costs involved in the conduct of security investigations for replacement of a contractor employee who separates from the contractor of his/her own accord, is incapacitated, or is deceased.
- (d) The contractor shall comply with the terms and conditions set forth under this clause and assumes all liability for failure to comply. The rights and remedies conferred upon the government by this clause are in addition to all and other rights and remedies pursuant to the contract and as established by law.

(End of Clause)

52.216-22 Indefinite Quantity (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after Last day of the contract's effective period. [*insert date*].

(End of clause)

DOJ-08 Continuing Contract Performance During a Pandemic Influenza or other National Emergency (OCT 2007)

During a Pandemic or other emergency we understand that our contractor workforce will experience the same high levels of absenteeism as our federal employees. Although the Excusable Delays and Termination for Default clauses used in government contracts list epidemics and quarantine restrictions among the reasons to excuse delays in contract performance, we expect our contractors to make a reasonable effort to keep performance at an acceptable level during emergency periods.

The Office of Personnel Management (OPM) has provided guidance to federal managers and employees on the kinds of actions to be taken to ensure the continuity of operations during emergency periods. This guidance is also applicable to our contract workforce. Contractors are expected to have reasonable policies in place for continuing work performance, particularly those performing mission critical services, during a pandemic influenza or other emergency situation.

The types of actions a federal contractor should reasonably take to help ensure performance are:

- Encourage employees to get inoculations or follow other preventive measures as advised by the public health service.
- Contractors should cross-train workers as backup for all positions performing critical services. This is particularly important for work such as guard services where telework is not an option.
- Implement telework to the greatest extent possible in the workgroup so systems are in place to support successful remote work in an emergency.
- Communicate expectations to all employees regarding their roles and responsibilities in relation to remote work in the event of a pandemic health crisis or other emergency.
- Establish communication processes to notify employees of activation of this plan.
- Integrate pandemic health crisis response expectations into telework agreements.
- With the employee, assess requirements for working at home (supplies and equipment needed for an extended telework period). Security concerns should be considered in making equipment choices; agencies or contractors may wish to avoid use of employees' personal computers and provide them with PCs or laptops as appropriate.
- Determine how all employees who may telework will communicate with one another and with management to accomplish work.
- Practice telework regularly to ensure effectiveness.
- Make it clear that in emergency situations, employees must perform all duties assigned by management, even if they are outside usual or customary duties.
- Identify how time and attendance will be maintained.

It is the contractor's responsibility to advise the government contracting officer if they anticipate not being able to perform and to work with the Department to fill gaps as necessary. This means direct communication with the contracting officer or in his/her absence, another responsible person in the contracting office via telephone or email messages acknowledging the contractor's notification. The incumbent contractor is responsible for assisting the Department in estimating the adverse impacts of nonperformance and to work diligently with the Department to develop a strategy for maintaining the continuity of operations.

The Department does reserve the right in such emergency situations to use federal employees, employees of other agencies, contract support from other existing contractors, or to enter into new contracts for critical support services. Any new contracting efforts would be acquired following the guidance in the Office of federal Procurement Policy issuance "Emergency Acquisitions", May, 2007 and Subpart 18.2. Emergency Acquisition Flexibilities, of the Federal Acquisition Regulations.

(End of Clause)

DOJ-02 Contractor Privacy Requirements (JAN 2022)

A. Limiting Access to Privacy Act and Other Sensitive Information

(1) Privacy Act Information

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

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

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

(3) Prior Approval Required to Hire Subcontractors

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

(4) Separation Checklist for Contractor Employees

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

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

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

B. Privacy Training, Safeguarding, and Remediation

(1) Required Security and Privacy Training for Contractors

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

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

(2) Safeguarding PII Requirements

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

(3) Non-Disclosure Agreement Requirement

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

- (a) prohibits the Contractor from retaining or divulging any PII or other sensitive information, or derivatives therefrom, furnished by the Government or to which they may otherwise come in contact as a result of their performance of work under the contract/task order that is otherwise not publicly available, whether or not such information has been reduced to writing; and
- (b) requires the Contractor to report any loss of control, compromise, unauthorized disclosure, or unauthorized acquisition of PII or other sensitive information to the component-level or headquarters Security Operations Center within one (1) hour of discovery.

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

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

The Contractor's invoicing, billing, and other financial or administrative records or databases is not authorized to regularly store or include any sensitive PII or other confidential government information that is created, obtained, or provided during

the performance of the contract without the written permission of the Senior Component Official for Privacy (SCOP). It is acceptable to list the names, titles and contact information for the Contracting Officer, COR, or other personnel associated with the administration of the contract in the invoices as needed.

(5) Reporting Actual or Suspected Data Breach

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

(a) The Contractor must develop and maintain an internal process by which its employees and Subcontractors are trained to identify and report the breach, consistent with DOJ Instruction 0900.00.01[5], Reporting and Response Procedures for a Breach of Personally Identifiable Information.

(b) The Contractor must report any such breach by its employees or Subcontractors to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000); Component-level Security Operations Center and Component-level Management Team, where appropriate; the COR; and the Contracting Officer within one (1) hour of the initial discovery.

(c) The Contractor must provide a written report to the DOJ Security Operations Center (dojcert@usdoj.gov, 202-357-7000) within 24 hours of discovery of the breach by its employees or Subcontractors. The report must contain the following information:

- (i) Narrative or detailed description of the events surrounding the suspected loss or compromise of information.[6]
Date, time, and location of the incident.
- (ii) Amount, type, and sensitivity of information that may have been lost or compromised, accessed without authorization, etc.
- (iii) Contractor’s assessment of the likelihood that the information was compromised or lost and the reasons behind the assessment.[7]
- (iv) Names and classification of person(s) involved, including victim, Contractor employee/Subcontractor and any witnesses.
- (v) Cause of the incident and whether the company’s security plan was followed and, if not, which specific provisions were not followed.[8]
- (vi) Actions that have been or will be taken to minimize damage and/or mitigate further compromise.
- (vii) Recommendations to prevent similar situations in the future, including whether the security plan needs to be modified in any way and whether additional training may be required.

(d) The Contractor shall provide full access and cooperation for all activities determined by the Government to be required to ensure an effective incident response, including providing all requested images, log files, and event information to facilitate rapid resolution of sensitive information incidents.

(e) At the Government’s discretion, Contractor employees or Subcontractor employees may be identified as no longer eligible to access PII or to work on that contract based on their actions related to the loss or compromise of PII.

(6) Victim Remediation

At DOJ’s request, the Contractor is responsible for notifying victims and providing victim remediation services in the event of a breach of PII held by the Contractor, its agents, or its Subcontractors, under this contract. Victim remediation services shall include at least 18 months of credit monitoring and, for serious or large incidents as determined by the Government, call center help desk services for the individuals whose PII was lost or compromised. When DOJ requests notification, the Department Chief Privacy and Civil Liberties Officer and SCOP will direct the Contractor on the method and content of such notification to be sent to individuals whose PII was breached. By performing this work, the Contractor agrees to full cooperation in the event of a breach. The Contractor should be self-insured to the extent necessary to handle any reasonably foreseeable breach, with another source of income, to fully cover the costs of breach response, including but not limited to victim remediation.

C. Government Records Training, Ownership, and Management

(1) Records Management Training and Compliance

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

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

(2) Records Creation, Ownership, and Disposition

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

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

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

D. Data Privacy and Oversight

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

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

(2) Requirements for Contractor IT Systems Hosting Government Data

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

(3) Requirement to Support Privacy Compliance

(a) If this contract requires the development, maintenance or administration of information technology[9], the Contractor shall support the completion of the Initial Privacy Assessment (IPA) document, if requested by Department personnel. An IPA is the first step in a process to identify potential privacy issues and mitigate privacy risks. The IPA asks basic questions to help components assess whether additional privacy protections may be needed in designing or implementing a project[10] to mitigate privacy risks, and whether compliance work may be needed. Upon review of the IPA, the OPCL determines whether a Privacy Impact Assessment (PIA) document and/or SORN, or modifications thereto, are required. The Contractor shall provide adequate support to complete the applicable risk assessment and PIA document in a timely manner, and shall ensure that project management plans and schedules include the IPA, PIA, and SORN (to the extent required) as milestones. Additional information on the privacy compliance process at DOJ, including IPAs, PIAs, and SORNs, is located on the DOJ

OPCL website (<https://dojnet.doj.gov/privacy/>), including DOJ Order 0601, Privacy and Civil Liberties. The Privacy Impact Assessment Guidance and Template outline the requirements and format for the PIA.

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

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

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

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

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

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

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

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

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

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

[10] In this instance, the term “project” is used to scope the activities (e.g., creating, collecting, using, processing, storing, maintaining, disseminating, disclosing, or disposing of information) covered by an IPA. A project is intended to be technology-neutral, and may include an information system, a digital service, an information technology, a combination thereof, or some other activity that may create potential privacy issues or privacy risks that would benefit from an IPA. The scope of a project covered by an IPA is discretionary, but components should work with their SCOP and OPCL.

(End of Clause)

52.216-18 Ordering (Aug 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the first day through the last day of the contract's effective period, [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when--

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either--

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than _____ [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor--

(1) Any order for a single item in excess of the estimated quantities identified on the SF-1449 (Block 21, Quantity) within the current contract performance period; [insert dollar figure or quantity];

(2) Any order for a combination of items in excess of the estimated quantities identified on the SF-1449 (Block 21, Quantity) within the current contract performance period; [insert dollar figure or quantity]; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

Funds are not presently available for performance under this contract beyond September 30th of the base year or any option year exercised. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th of the base year or any option year exercised, until

funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within within the current performance period; *[insert the period of time within which the Contracting Officer may exercise the option]*; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days *[60 days unless a different number of days is inserted]* before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months/5 years (months)(years).

(End of clause)

[END OF ADDENDUM TO FAR 52.212-4]

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders- Commercial Products and Commercial Services (Mar 2023)

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

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

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

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

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

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Nov 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

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

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

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].

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

X (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. (Nov 2021) (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) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).

X (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (13) [Reserved]

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

___ (ii) Alternate I (Mar 2020) of 52.219-6.

___ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).

___ (ii) Alternate I (Mar 2020) of 52.219-7.

X (16) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)).

___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (Nov 2016) of 52.219-9.

___ (iii) Alternate II (Nov 2016) of 52.219-9.

___ (iv) Alternate III (Jun 2020) of 52.219-9.

___ (v) Alternate IV (Sep 2021) of 52.219-9.

___ (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).

___ (ii) Alternate I (Mar 2020) of 52.219-13.

___ (19) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 657s).

X (20) 52.219-16, Liquidated Damages-Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) (15 U.S.C. 657f).

X (22)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (Mar 2023) (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 (Oct 2022) (15 U.S.C. 637(m)).

___ (24) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).

___ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).

___ (26) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15 U.S.C. 657s).

X (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

___ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Dec 2022) (E.O. 13126).

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

X (30)(i) 52.222-26, Equal Opportunity (Sept 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 (July 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 (July 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).

___ (35)(i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).

___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (36) 52.222-54, Employment Eligibility Verification (May 2022). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

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

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

___ (ii) Alternate I (Oct 2015) of 52.223-13.

___ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- ___ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- X (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (48)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).
- ___ (ii) Alternate I (Oct 2022) of 52.225-1.
- ___ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I [Reserved].
- ___ (iii) Alternate II (Dec 2022) of 52.225-3.
- ___ (iv) Alternate III (Jan 2021) of 52.225-3.
- ___ (v) Alternate IV (Oct 2022) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (Dec 2022) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- X (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (55) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).
- ___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- ___ (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- X (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- ___ (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

__ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).

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

__ (ii) Alternate I (Apr 2003) of 52.247-64.

__ (iii) Alternate II (Nov 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (v) 52.219-8, Utilization of Small Business Concerns (Oct 2022) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)
- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii) (A) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O 13627).
- (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).
- (xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xvi) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (Jan 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

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

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

(End of clause)

Section 3 - List of Attachments

No Clauses

| Identifier | Title | Number of Pages |
|------------|---|-----------------|
| 1 | 1. 2022_SOW_cts.pdf | 56 |
| 2 | Business Quotation Information Packet | 7 |
| 3 | Technical Quotation Information Packet | 11 |
| 4 | Whistleblower Information | 3 |
| 5 | 5. Section 2.1 Continuation of SF1449 Youngstown OH.pdf | 6 |
| 6 | Quotation Attachment Form.xlsx | 1 |

Section 4 - Solicitation Provisions

A.2 ADDENDUM TO FAR 52.212-1, Instructions to Offerors-Commercial Products and Commercial Services (Mar 2023)

The terms and conditions for the following provisions are hereby incorporated into this solicitation as an addendum to FAR provision 52.212-1.

Provisions By Reference

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

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

| Provision | Title | Fill-ins (if applicable) |
|-----------|--|--------------------------|
| 52.204-16 | Commercial and Government Entity Code Reporting (Jul 2016) | |
| 52.204-22 | Alternative Line Item Proposal (Jan 2017) | |
| 52.204-7 | System for Award Management (Oct 2018) | |

| Provision | Title | Fill-ins (if applicable) |
|-----------|--|--------------------------|
| 52.212-1 | Instructions to Offerors-Commercial Products and Commercial Services (Mar 2023) | |
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements--Representation (Jan 2017) | |

Provisions By Full Text

52.233-2 Service of Protest (Sept 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer].

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

2852.233-70 Protests Filed Directly with the Department of Justice (Jan 1998)

(a) The following definitions apply in this provision:

- (1) "Agency Protest Official" means the official, other than the contracting officer, designated to review and decide procurement protests filed with a contracting activity of the Department of Justice.
- (2) "Deciding Official" means the person chosen by the protestor to decide the agency protest; it may be either the Contracting Officer or the Agency Protest Official.
- (3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.
- (b) A protest filed directly with the Department of Justice must:
 - (1) Indicate that it is a protest to the agency.
 - (2) Be filed with the Contracting Officer.
 - (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
 - (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
 - (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, facsimile number and telephone number of the protestor.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest.

(c) An interested party filing a protest with the Department of Justice has the choice of requesting either that the Contracting Officer or the Agency Protest Official decide the protest.

(d) The decision by the Agency Protest Official is an alternative to a decision by the Contracting Officer. The Agency Protest Official will not consider appeals from the Contracting Officer's decision on an agency protest.

(e) The deciding official must conduct a scheduling conference with the protestor within five (5) days after the protest is filed. The scheduling conference will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.

- (f) Oral conferences may take place either by telephone or in person. Other parties may attend at the discretion of the deciding official.
 - (g) The protestor has only one opportunity to support or explain the substance of its protest. Department of Justice procedures do not provide for any discovery. The deciding official may request additional information from either the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
 - (h) An interested party may represent itself or be represented by legal counsel. The Department of Justice will not reimburse the protester for any legal fees related to the agency protest.
 - (i) The Department of Justice will stay award or suspend contract performance in accordance with FAR 33.103(f). The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
 - (j) The deciding official will make a best effort to issue a decision on the protest within twenty (20) days after the filing date. The decision may be oral or written.
 - (k) The Department of Justice may dismiss or stay proceeding on an agency protest if a protest on the same or similar basis is filed with a protest forum outside the Department of Justice.
- (End of Clause)

52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a Firm Fixed IDIQ contract resulting from this solicitation.

(End of provision)

52.217-5 Evaluation of Options (July 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.209-7 Information Regarding Responsibility Matters (Oct 2018)

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

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

(b) The offeror ___ has ___ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

52.204-26 Covered Telecommunications Equipment or Services-Representation (Dec 2019)

(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.

(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) *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.

(End of provision)

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Dec 2019)

The Offeror shall not complete the representation in 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 the provision at 52.204-26, Covered Telecommunications Equipment or Services--Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications--Commercial Items.

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

"Covered telecommunications equipment or services", "critical technology", and "substantial or essential component" have the meanings provided in clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* 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. Contractors are not prohibited 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.

(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 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.

(e) *Disclosures.* If the Offeror has represented in paragraph (d) of this provision that it "will" provide covered telecommunications equipment or services", the Offeror shall provide the following information as part of the offer--

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

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

(3) For services, the entity providing the covered telecommunications services (include entity name, unique entity identifier, and Commercial and Government Entity (CAGE) code, if known); and

(4) For equipment, 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).

(End of provision)

3.1 INSTRUCTIONS TO OFFERORS - COMMERCIAL SERVICES

All Interested Parties, Instruction to Offerors:

This Request for Quotation (RFQ) is to provide substance use disorder, mental health treatment and sex offender treatment services for male and female offenders held under authority of the United States in the Youngtown, OH area. Services are to be provided in accordance with the enclosed Statement of Work entitled, "Federal Bureau of Prisons, Community Treatment Services, Statement of Work, 2022."

The provision at 52.212-1 is hereby tailored to modify paragraph (b) "Submission of Offers."

At a minimum, quoters shall complete and submit the following documentation:

Quoters who fail to furnish the below submission requirement **may be** excluded from consideration:

* Business Quotation Information Packet

* Proof of completed SAM registration (must be Active by time of quotation submission). Failure to have an Active SAM registration by the time of quotation submission could result in the quote being deemed non-responsive.

* **Standard Form (SF) 1449 - Solicitation/Contract/Order for Commercial Services** - Please complete blocks 12, 17a, 17b, 23, 24, 30a, 30b, and 30c of the SF-1449 and the continuation sheets. Please include your telephone number in Block 17a. Original signatures are required.

* **Quoter Representations and Certifications (FAR 52.212-3) -**

Prospective quoters are required to submit Annual Representations and Certifications at <https://sam.gov/content/home>. By submission of a quote under this solicitation, the quoter acknowledges completion of the annual representations and certifications via SAM and verifies, by the submission of the quote, that the representations and certifications currently posted in SAM were entered or updated within the last 12 months and are current, accurate, and applicable to this solicitation. All quoters must be capable of and comply with

FAR 52.212-1(j), Instructions to Offerors – Commercial Services, Unique Entity Identifier (MAR 2023) and FAR 52.204-7, System of Award Management (SAM) (Oct 2018).

Quoters who fail to furnish any of the below submission requirements **shall be** excluded from consideration:

* Technical Quotation Information Packet

Quotes shall be submitted on or before the quotation deadline specified in Block 8 of the Standard Form (SF) 1449, page 1 of the solicitation.

The period for acceptance of quotes (as described in Provision FAR 52.212-1, Instructions to Offerors - Commercial Products and Commercial Services (c)) shall be increased from 30 days to 180 days.

Electronic copies of quotations shall be submitted via email to p5clark@bop.gov and g1clark@bop.gov in Adobe Acrobat (PDF) format. Please include SEPARATE FILE ATTACHMENTS for the following:

- * Completed SF-1449 (Including the pricing table at section 2.1)
- * Completed Business Quotation Information Packet
- * Completed Technical Quotation Information Packet
- * Proof of completed SAM registration (must be Active at the time of quotation submission)
- * A copy of your current Professional Liability Insurance

The solicitation will be distributed solely through the General Services Administration's SAM.gov website (www.sam.gov). Hard copies of the solicitation document will not be available. The website provides downloading instructions. All future information about this solicitation, including solicitation amendments, will be solely distributed through this website. Interested parties are responsible for monitoring this website to ensure they have the most up-to-date information about this solicitation.

Please Note: The Bureau will no longer accept quotations by mail. Email attachments (PDFs only) cannot total more than 14 MB per email. Please compress PDFs to reduce the file size. The Bureau understands you will likely need to send multiple emails. Please confirm with the Contracting Officer that all emails and attachments were received.

Quotations shall be submitted to the following email address:

Paul Clark, Contracting Officer

Email Address: p5clark@bop.gov

Gary Clark, Senior Contracting Officer

Email Address: g3clark@bop.gov

The following paragraphs are not applicable to the solicitation:

- (d) Product Sample; (e) Multiple Offers; (h) Multiple Awards
- (i) Availability of requirements documents cited in the solicitation

[END OF ADDENDUM TO FAR 52.212-1]

52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services (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).

"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;
- (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"--

- (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--

(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.

(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 the 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.

(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: _____.]*

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

(ii) 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: _____.]* Each WOSB concern eligible under the WOSB Program participating in the joint venture shall provide representation of its WOSB status.

(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: _____.]*

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

(ii) 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: _____.] Each EDWOSB concern participating in the joint venture shall provide representation of its EDWOSB status.

Note to Paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(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--

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

(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) |
|---------------|-------------------|---------------------------------------|
| | | |
| | | |
| | | |

[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 |
|---------------|-------------------|
| | |
| | |
| | |

[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.

(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]

(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)(4)(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

(4) ___ Have, ___ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 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 |
|--------------------|----------------------------|
| | |
| | |
| | |

(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

(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.

(l) *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: _____.

___ 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 CFR 1.6049-4;

___ 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.*

(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*.

(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 (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(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.

(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.

(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 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)