

Video Surveillance System Upgrade
Oakland, CA

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Standard Form 1449

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Solicitation Provisions

Instructions to Offerors

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 192124R09EQPP0018		PAGE OF 1 135	
2. CONTRACT NO.		3. AWARD/ EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER 70RFPW24QW9000004		6. SOLICITATION ISSUE DATE 07/15/2024
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Gilbert Olivas			b. TELEPHONE NUMBER (No collect calls) (303) 236-7902		8. OFFER DUE DATE/LOCAL TIME 08/14/2024 0900 PT
9. ISSUED BY FPS WEST CCG (70RFPW) U.S. Dept. of Homeland Security Office of Procurement Operations Federal Protective Service Acq. Division 1102 15th Street SW, Suite 105 Auburn WA 98001				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100.00 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 561621 SIZE STANDARD: \$25			
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input type="checkbox"/> REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO RONALD DELLUMS FED BLDG 1301 CLAY ST OAKLAND CA				16. ADMINISTERED BY See Schedule			
17a. CONTRACTOR/ OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: DHS/FPS/West CCG/Region 9 U.S. Dept. of Homeland Security Ofc of Procurement Operations - FPS 1102 15th Street SW, Suite 105 Auburn WA 98001 COR: Phil Coughlin, Philip.J.Coughlin@fps.dhs.gov, 415-500-1995 CO: Kelly Minturn, Kelly.M.Minturn@fps.dhs.gov, 253-876-6844 CS: Gilbert Olivas, Gilbert.Olivas@fps.dhs.gov, (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Government Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>305-579-2437</p> <p>Budget POC: Tonia Patterson, Tonia.A.Patterson@fps.dhs.gov, 415-816-4365</p> <p>Video Surveillance System (VSS) Installation at the Ronald Dellums Federal Building and Court House in Oakland, CA</p> <p>1. This Request for Quote (RFQ) is being conducted in accordance with Federal Acquisition Regulation (FAR) Part 13, Simplified Acquisition Procedures. The Contractor shall provide all labor, material, management, expertise, transportation, supervision, training, license and permits to provide the services in accordance with the Statement of Work (SOW) for Video Surveillance System Installation at the Ronald Dellums Federal Building and Court House) located at 1301 Clay St, Oakland, CA 94612 (CA0281).</p> <p>2. The Government has the right to inspect the equipment and refuse acceptance of the equipment if it is damaged or does not function properly. All costs required to provide a finished working product shall be borne by the Contractor.</p> <p>3. Project Completion: No later than 60 business days after receipt of the Notice to Proceed.</p> <p>Continued ...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>4. FPS is not responsible for any job-related injuries that occur while working on federal government property.</p> <p>****OFFERORS ARE ENCOURAGED TO REVIEW THE RFQ PACKAGE IN ITS ENTIRETY. ANY SUBMISSION WHICH DOES NOT MEET THE REQUIREMENTS OF THIS RFQ WILL BE REMOVED FROM AWARD CONSIDERATION. A CONTRACT CHECKLIST IS PROVIDED AND OUTLINES THE REQUIREMENTS OF THIS RFQ PACKAGE.****</p>				
0001	<p>INSTALLATION OF Video Surveillance System (VSS) FOR Ronald Dellums Federal Building and Court House, 1301 CLAY ST OAKLAND, CA 94612 (BUILDING CA0281)</p> <p>Product/Service Code: N063</p> <p>Product/Service Description: INSTALLATION OF EQUIPMENT- ALARM, SIGNAL, AND SECURITY DETECTION SYSTEMS</p>	1	EA		

CONTRACT CLAUSES

52.212-4 Contract Terms and Conditions—Commercial Products and Commercial Services (Nov 2023)

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

(1) Within a reasonable time after the defect was discovered or *should* have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

(B) The Contractor fails to liquidate a debt previously demanded by the *Contracting Officer* within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the *Contracting Officer* (see [32.607-2](#)).

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

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

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

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

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

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

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

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

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

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

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

The Contractor *shall* not be paid for any work performed or costs incurred which reasonably could have been avoided.

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

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

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

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

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

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. chapter 37](#), Contract Work Hours and Safety Standards; [41 U.S.C. chapter 87](#), Kickbacks; [41 U.S.C. 4712](#) and [10 U.S.C. 4701](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. chapter 21](#) relating to *procurement* integrity.

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

- (1) The schedule of *supplies*/services.
- (2) The Assignments, Disputes, Payments, *Invoice*, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at [52.212-5](#).
- (4) Addenda to this *solicitation* or contract, including any license agreements for *computer software*.
- (5) *Solicitation* provisions if this is a *solicitation*.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

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

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

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

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

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

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

(End of clause)

ADDENDUM TO 52.212-4 – CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (NOV 2023)

1. CONTRACT ADMINISTRATION DATA

A. Invoicing. After award of this contract, but prior to performance, the Contractor shall meet with the Point of Contact upon request to discuss proper invoice preparation and submission. The Contractor and Government shall agree on a standardized invoice format to be used for submission of all invoices under this contract that meets the requirements of FAR 52.212-4

Contract Terms and Conditions – Commercial Items, Paragraph (g) “Invoice.” Use of a standardized invoice format will facilitate timely invoice reviews and approvals. Failure to use the agreed standardized invoice format shall result in rejection of invoices.

- B. Invoices shall be submitted for payment within 30 days after completion of the prior month’s services. Invoices shall be submitted via one of the following methods:

1. **By mail:** FPS-Region 9
DHS, FPS
Financial Operations-Burlington
P.O. Box 1279
Williston, VT 05495-1279
Attn: FPS Region 9 Invoice
2. **By e-mail:** FPSInvoice.Consolidation@fps.dhs.gov

The invoice number and FPS Region 9 shall be annotated in the subject line of the e-mail. Only (1) invoice shall be submitted per e-mail message. The invoice attached to the e-mail shall be in Portable Document Format (PDF).

Invoices submitted by other than these two methods will not be processed and will be returned.

- C. Contractors shall provide an informational copy of each invoice to the Contracting Officer and the Technical Point of Contact (TPOC). Contracting Officer and the Technical Point of Contact (TPOC) information will be provided at contract award.

- D. In addition to the information required for a proper invoice as identified in FAR 52.212-4 (g)(1), Contract Terms and Conditions – Commercial Items, (Jan 2017) the Contractor shall include the following information:

1. Annotate “FPS Region 9” on the face of each invoice
2. Clearly identify the period of performance for which the services were rendered or the date the services were rendered to the Government (invoices for periods of performance that encompass less than a full month of service must show the specific dates that services were rendered).
3. Cite the identical CLIN description on the invoice as what is cited within the CLIN description listed in the contract.

- E. Contractors shall submit only one invoice. Failure to comply with these submission requirements will result in rejection of the invoice.

- F. Final invoices shall be marked “FINAL” and be accompanied by an executed “Contractor’s Release” (DHS Form 700-3 (12/07)) available at http://dhsconnect.dhs.gov/forms/documents/DHS_Form_700-03.pdf or by request to the Contracting Officer.

THE ROLE OF GOVERNMENT PERSONNEL AND RESPONSIBILITY FOR

CONTRACT ADMINISTRATION

A. Contracting Officer (CO)/Contract Specialist (CS):

1. The CO/CS for this RFQ is Kelly Minturn/Gil Olivas.
2. Administrative Contracting Officer(s) may be assigned after award.
3. The CO has the overall responsibility for the administration of the contract. The CO alone is authorized to take action on behalf of the Government to amend, modify or deviate from the contract's terms and conditions; make final decisions on unsatisfactory performance; terminate the contract or task order for convenience or cause; and issue final decisions regarding questions or matters under dispute. The CO may delegate certain other responsibilities to an authorized representative.

B. Technical Point of Contact (TPOC)

1. The TPOC for the order is Phil Coughlin.
2. The TPOC is designated to assist the CO in the discharge of his or her responsibilities when he or she is unable to be directly in touch with the purchase order work. In the event that the TPOC is absent or unavailable, another TPOC Alternate will be designated. The responsibilities of the TPOC and his/her alternate include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of the contract, acting as the Government's representative in charge of work at the site(s); ensuring compliance with the contract requirements insofar as the actual performance is concerned; advising the Contractor of proposed deductions for nonperformance or unsatisfactory performance; and advising the CO of any factors which may cause delay in the performance of work.
3. The Contractor shall immediately notify the CO in the event the TPOC directs the Contractor to perform work that the Contractor believes is not part of the contract. The CO will make a determination as to the issue and respond to all affected parties in the most appropriate manner deemed necessary.

(end of clause)

52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERICAL ITEM (NOV 2023) ADDENDUM TO 52.212-4

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

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders— Commercial Products and Commercial Services (May 2024).

(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 Covered Entities (DEC 2023) (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.]

___ (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) [52.203-17](#), Contractor Employee Whistleblower Rights (NOV 2023) ([41 U.S.C. 4712](#)); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community—see FAR [3.900](#)(a).

X (5) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

___ (6) [Reserved].

X (7) [52.204-14](#), Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

 (8) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

 X (9) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

 (10) [52.204-28](#), Federal Acquisition Supply Chain Security Act Orders—Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) ([Pub. L. 115-390](#), title II).

 (11) (i) [52.204-30](#), Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).

 (ii) Alternate I (DEC 2023) of [52.204-30](#).

 X (12) [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 (13) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).

 (14) [Reserved].

 (15) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).

 (16) [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](#)).

 (17) [Reserved]

 X (18) (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](#).

 (19) (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](#).

 (20) [52.219-8](#), Utilization of Small Business Concerns (FEB 2024) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

 (21) (i) [52.219-9](#), Small Business Subcontracting Plan (SEP 2023) ([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 2023) of [52.219-9](#).
- ___ (22) (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](#).
- ___ (23) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).
- ___ (24) [52.219-16](#), Liquidated Damages—Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- ___ (25) [52.219-27](#), Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) ([15 U.S.C. 657f](#)).
- ___X_ (26) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (FEB 2024) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- ___ (27) [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\(m\)](#)).
- ___ (28) [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\(m\)](#)).
- ___ (29) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- ___ (30) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15U.S.C. 637\(a\)\(17\)](#)).
- ___X_ (31) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- ___ (32) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (FEB 2024).
- ___X_ (33) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- ___X_ (34) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- ___ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- ___X_ (35) (i) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- ___ (ii) Alternate I (JUL 2014) of [52.222-35](#).

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

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

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

X (38) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (39) (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).

_ (40) [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](#).)

_ (41) (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.)

_ (42) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

_ (43) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

_ (44) [52.223-20](#), Aerosols (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

_ (45) [52.223-21](#), Foams (MAY 2024) ([42 U.S.C. 7671](#), *et seq.*).

_ (46) [52.223-23](#), Sustainable Products and Services (MAY 2024) ([E.O. 14057](#), [7 U.S.C. 8102](#), [42 U.S.C. 6962](#), [42 U.S.C. 8259b](#), and [42 U.S.C. 7671l](#)).

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

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

_ (48) (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 (NOV 2023) ([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 (FEB 2024) of [52.225-3](#).

___ (v) Alternate IV (Oct 2022) of [52.225-3](#).

___ (50) [52.225-5](#), Trade Agreements (NOV 2023) ([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](#)).

__X_ (55) [52.226-8](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (MAY 2024) ([E.O. 13513](#)).

___ (56) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).

___ (57) [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](#)).

___ (58) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).

__X_ (59) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT2018) ([31 U.S.C. 3332](#)).

___ (60) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

___ (61) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).

___ (62) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).

___ (63) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

___ (64)

(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.]

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

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

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

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

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

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

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

X (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) [52.203-17](#), Contractor Employee Whistleblower Rights (NOV 2023) ([41 U.S.C. 4712](#)).

(iii) [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)).

(iv) [52.204-23](#), Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) [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).

(vi) [52.204-27](#), Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)

(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders—Prohibition. (DEC 2023) ([Pub. L. 115-390](#), title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) [52.219-8](#), Utilization of Small Business Concerns (FEB 2024) ([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.

(ix) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).

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

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

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

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

(xiv) [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](#).

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

(xvi)

(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](#)).

(xvii) [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](#)).

(xviii) [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](#)).

(xix) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).

(xx) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii)

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

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

(xxiii) [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).

(xxiv) [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](#).

(xxv) [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](#).

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

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

(End of clause)

52.219-14 Limitations on Subcontracting (DEVIATION JULY 2023)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or
(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:

(1) *Services (except construction).* It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(i) The following services may be excluded from the 50 percent limitation:

(A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.

(B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(3) *General construction.* It will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not

similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded.

(4) *Construction by special trade contractors.* It will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause
[Contracting Officer check as appropriate.]

☐ By the end of the base term of the contract and then by the end of each subsequent option period;
or
☒ By the end of the performance period.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES

(DEVIATION 20-05)

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

“Covered article” means any hardware, software, or service that

(1) Is developed or provided by a covered entity;

(2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or

(3) Contains components using any hardware or software developed in whole or in part by a covered entity.

“Covered entity” means

(1) Kaspersky Lab;

(2) Any successor entity to Kaspersky Lab;

(3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or

(4) Any entity of which Kaspersky Lab has a majority ownership.

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

(1) Providing any covered article that the Government will use on or after October 1, 2018; and

(2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

(1) In the event the Contractor identifies covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report, in writing, via email, to the Contracting Officer, Contracting Officer’s Representative, and the Enterprise Security Operations Center (SOC) at NDAA Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Page 4 of 8 Officer(s) and Contracting Officer’s Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

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

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

submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.

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

(End of clause)

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (DEVIATION 20-05)

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

“Covered foreign country” means The People’s Republic of China.

“Covered telecommunications equipment or services” means

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

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

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or Page 5 of 8

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

“Critical technology” means-

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

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

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

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

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

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

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

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

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

(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. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

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

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

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

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause in writing via email to the Contracting Officer, Contracting Officer's Representative, and the Enterprise Security Operations Center (SOC) at NDAA_Incidents@hq.dhs.gov, with required information in the body of the email. In the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Enterprise SOC, Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) and Contracting Officer's Representative(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

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

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

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to Page 7 of 8 prevent future use or submission of covered telecommunications equipment or services.

(d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**52.232-40 Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)
(DEVIATION APR 2020)**

(a)(1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 2307, upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract in accordance with the accelerated payment date established, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, with a goal of 15 days after receipt of a proper invoice and all other required documentation from the small business subcontractor if a specific payment date is not established by contract.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

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

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

(End of clause)

(a) (1) In accordance with 31 U.S.C. 3903 and 10 U.S.C. 3801, within 15 days after receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(2) The Contractor agrees to make such payments to its small business subcontractors without any further consideration from or fees charged to the subcontractor.

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

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

(End of clause)

52.252-2 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/far
www.acquisition.gov/hsar

(End of clause)

CLAUSES INCORPORATED BY REFERENCE:

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)

52.204-19 INCORPORATE BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

52.245-1 GOVERNMENT PROPERTY (Sep 2021)

52.245-2 GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (APR 2012)

52.245-9 USE AND CHARGES (Apr 2012)

3052.222-70 STRIKES OR PICKETING AFFECTING TIMELY COMPLETION OF THE CONTRACT WORK (DEC 2003)

3052.222-71 STRIKES OR PICKETING AFFECTING ACCESS TO A DHS FACILITY (DEC 2003)

FAR 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): <http://www.acquisition.gov/far> www.acquisition.gov/hsar

(End of provision)

3052.212-70 CONTRACT TERMS AND CONDITIONS APPLICABLE TO DHS ACQUISITION OF COMMERCIAL ITEMS (JUL 2023)

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

(a) Provisions.

- ☒ 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- ☒ 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.
- ☒ 3052.247-70 F.o.B. Origin Information.
- ☒ Alternate I
- ☐ Alternate II
- ☐ 3052.247-71 F.o.B. Origin Only.
- ☒ 3052.247-72 F.o.B. Destination Only.

(b) Clauses.

- ☐ 3052.203-70 Instructions for Contractor Disclosure of Violations.
- ☒ 3052.204-71 Contractor Employee Access.
- ☐ Alternate I
- ☒ Alternate II
- ☐ 3052.204-72 Safeguarding of Controlled Unclassified Information.
- ☐ Alternate I
- ☒ 3052.204-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents.
- ☐ 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- ☐ Alternate I
- ☐ 3052.209-72 Organizational Conflicts of Interest.
- ☐ 3052.209-73 Limitation on Future Contracting.
- ☐ 3052.215-70 Key Personnel or Facilities.
- ☐ 3052.216-71 Determination of Award Fee.
- ☐ 3052.216-72 Performance Evaluation Plan.
- ☐ 3052.216-73 Distribution of Award Fee.
- ☐ 3052.217-91 Performance. (USCG)

☐ 3052.217-92 Inspection and Manner of Doing Work. (USCG)
☐ 3052.217.93 Subcontracts. (USCG)
☐ 3052.217.94 Lay Days. (USCG)
☐ 3052.217-95 Liability and Insurance. (USCG)
☐ 3052.217-96 Title. (USCG)
☐ 3052.217.97 Discharge of Liens. (USCG)
☐ 3052.217-98 Delays. (USCG)
☐ 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
☐ 3052.217-100 Guarantee. (USCG)
☐ 3052.219-71 DHS Mentor Protégé Program.
☒ 3052.228-70 Insurance.
☐ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)
☐ 3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
☐ 3052.228.92 Fair Market Value of Aircraft. (USCG)
☐ 3052.228-93 Risk and Indemnities. (USCG)
☐ 3052.236-70 Special Provisions for Work at Operating Airports.
☒ 3052.242-72 Contracting Officer's Representative.
☐ HSAR 3052.249-90 Contract Termination (USCG).
(End of clause)

BANKRUPTCY (Tailored)

In the event the contractor becomes insolvent or enters into proceedings relating to bankruptcy or business dissolution under any chapter of the United States bankruptcy Code, whether voluntary or involuntary, the contractor agrees to furnish, via overnight or express mail or electronic commerce method authorized by the contract, written notification of the proceeding to the contracting officer responsible for administering the contract. This notification shall be furnished within three days of the initiation of the proceedings and shall include the date on which the petition was filed, the identity of the court in which the petition was filed, and a listing of government contract numbers and contracting officers for all government contracts against which final payment is not made. This obligation remains in effect until final payment under this contract has been made.



Homeland Security

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

STATEMENT OF WORK

for

Upgrade of
Video Surveillance System (VSS)

October 1, 2023

VSS Upgrade Project

Ronald Dellums Federal Building and Court House

1301 Clay Street, Oakland CA. 94612

Building Number: CA0281

STATEMENT OF WORK

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A. BACKGROUND

- A.1 The Federal Protective Service (FPS) is the federal law enforcement agency responsible for the protection and security of federal facilities, employees, and visitors. FPS actively works to reduce security vulnerabilities of federal facilities from criminal, terrorist, accidental, and natural disaster threats to ensure properties remain safe, secure, and available to the American public and employees of the federal Government.
- A.2 The following Statement of Work (SOW) and guidelines have been developed by the Department of Homeland Security (DHS), Federal Protective Service (FPS) to mitigate threats and vulnerabilities pertaining to federal buildings and Government leased spaces. The SOW and regulations were developed with the notion that the security posture of each federally owned building or Government leased space is unique.

B. PURPOSE

B.1 Description of Existing System

	Brand	Make	Model	Quantity	Location	Cable Specification
Server 1	AES	AES	ANR1-16TBR	1	FPS Control Room	Cat5
Server 2	AES	AES	ANR1-16TBR	1	FPS Control Room	Cat5
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	North Exterior side of column #2	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	North side Exterior overhanging from the roof above column #3	COAX

IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	North Tower Roof Jefferson Street	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	North side on the west side column #7 of the North side on the exterior side of column #3	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	Post Office over hanging from the roof at the Northeast corner.	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	North side on the west side column #7 of the North side on the exterior side of column #3	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	Post Office over hanging from the roof at the Northeast corner	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	Southeast side of the Post Office on column #10.7 North side on the exterior side of column #3	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	Southeast side of the Rotunda entrance on column #G.8	COAX

IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	East side of the South building corner adjacent to the Court's portion	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	Northeast building corner of the Courthouse portion	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	Overhanging from the roof above the South side lobby entrance	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	Overhanging from the roof above the South side lobby entrance	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-EG1	1	West side of the South building on roof	COAX
IP Fixed Camera	Pelco Fixed	Sarix IP	IME219-1EP	1	Northwest corner of the West Rotunda entrance of the North building on column# J.8	COAX
IP Fixed Camera	Pelco Fixed	Sarix IP	IME219-1EP	1	North side over hanging from the roof above column #4 NW side	COAX
IP Fixed Camera	Pelco Fixed	Sarix IP	IME219-1EP	1	Southwest corner of the West Rotunda entrance of the South building on column #G.2	COAX

IP Fixed Camera	Pelco Fixed	Sarix IP	IME219-1EP	1	South building Rotunda entrance	COAX
IP Fixed Camera	Pelco Fixed	Sarix IP	IME219-1EP	1	North building Rotunda entrance	COAX
IP Fixed Camera	Pelco Fixed	Sarix IP	IME219-1EP	1	North building Rotunda North emergency Exit/Entrance	COAX
IP Fixed Camera	Pelco Fixed	Sarix IP	IME219-1EP	1	South building Rotunda South emergency Exit/Entrance	COAX
IP Fixed Camera	Pelco Fixed	Sarix IP	IME219-1EP	1	North Conference Tower Entrance facing the screening station	COAX
IP Fixed Camera	Pelco Fixed	Sarix IP	IME219-1EP	1	South Building Vehicle Exit/Entrance facing the Guard Station	COAX
IP Fixed Camera	Pelco Fixed	Sarix IP	IME219-1EP	1	Garage Basement Parking Area facing the Exit/Entrance of the South Building	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-PG1	1	South Tower Rotunda Entry/Exit	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-PG1	1	South Tower Rotunda Entry/Exit	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-PG1	1	Garage Basement Parking Area of the South Building	COAX

IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-PG1	1	Garage Basement Parking Area of the South Building	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-PG1	1	Garage Basement Parking Area of the South Building	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-PG1	1	Garage Basement Parking Area facing the Loading Dock	COAX
IP PTZ Camera	Pelco PTZ	Spectra HD	S5230-PG1	1	Garage Basement Parking Area of the North Building	COAX
Workstation	AES	AES	AMRW1-3TBR	1	FPS Control Room	Cat5
Workstation	AES	AES	AMRW1-3TBR	1	FPS Control Room	Cat5
Workstation	AES	AES	AES-WS-MINI12	1	USMS Control Room	Cat5
Switch	Cisco	Unk	SF30024PP	2	FPS Control Room	Cat5
16 CH IP/Coax-1	Pelco	Pelco	EC-3016CLPOER	2	FPS Control Room	Coax
UPS	APC	APC UPS Main	SMX120R MBP2U	1	FPS Control Room	
UPS	APC	APC UPS Battery	SMX3000 RMLV2U	1	FPS Control Room	
24" LED Monitor	AOC		12421VWH	5	FPS Control Room	
24" LED Monitor	AOC		12421VWH	1	USMS Control Room	

55" Monitor	Samsung		UN55J620 0AF	1	FPS Control Room	
IP Over Coax Modules	Pelco			28	Various Locations	Coax

B.2 Description of New System

- B.2.1 This SOW is for the purchase and installation of a new standalone, Network Video Management System (NVMS), fixed/panoramic/PTZ IP cameras, client workstations, control center flat panel monitors, and all additional equipment and appurtenances necessary for a fully functional IP VSS located at the Ronald Dellums Federal Building and Courthouse, 1301 Clay Street, Oakland CA. 94612. Also, this SOW shall include the purchase, installation, and programming of all contractors supplied equipment and or components.
- B.2.2. The VSS shall monitor vehicle traffic, personnel entry, emergency exits, and the exterior perimeter of the facility. The VSS shall retain video for a minimum of 30 days plus 25% additional storage space for future expansion. Storage shall be calculated at full camera resolution, full frame rate, and low compression.

C. SCOPE

C.1 General

- C.1.1 As part of the pre-bid process, FPS may have a site visit and all interested Contractors are invited to attend. The purpose of the site visit is for Contractors to survey the site and review the requirements of this SOW. A site visit will be scheduled by the COR/FPS PM. **All questions relevant to this SOW shall be submitted in writing to the FPS COR/TPOC.** The Contractor shall not make or assume any changes to this SOW *without written approval* from the FPS COR/TPOC.
- C.1.2 The Contractor shall be responsible for the removal, inventory, packaging for storage and return of all removed equipment to the FPS COR/TPOC. All currently installed wire, cable, and fiber, which is not designated for reuse, shall be completely removed by the Contractor and properly disposed of.
- C.1.3 The existing system shall remain fully functional and operational to the extent possible during the installation of the new surveillance system. The contractor shall cut over from the existing system to the new system in stages in order to minimize the number and duration of outages. The Contractor shall submit a system cutover plan in

accordance with *Section F Deliverables*. The cutover plan shall be reviewed and approved in writing by the FPS COR/TPOC.

- C.1.4 The Contractor shall provide and install and configure the system as described and/or shown herein. The system shall include all connectors, adapters, terminators, and appurtenances to interconnect all equipment. The Contractor shall also supply all cabling and miscellaneous materials necessary to interconnect all equipment installed in accordance with this SOW.
- C.1.5 The Contractor shall be required to be familiar with all applicable codes while carrying out the work outlined in this SOW. The Contractor shall complete the work pursuant to this SOW following all applicable codes and standards including, but not limited to: Occupational Safety and Health Administration (OSHA), Underwriters Laboratories (UL), National Fire Protection Association (NFPA), National Electrical Code (NEC), and any additional federal, state and local codes and policies.
- C.1.6 The Contractor shall furnish all tools and equipment necessary to complete all work outlined in this SOW. By no means shall the Contractor be authorized the use of Government owned property, tools or equipment, to complete work in accordance with this SOW, unless otherwise specified.
- C.1.7 In the event any operational system or utility (e.g. fire, IDS, HVAC) is required to be disabled or turned off, forty-eight (48) hour notice shall be required and approved by the GSA Building Manager, FPS Inspector, and/or FPS COR/TPOC prior to deactivation.
 - a) The Contractor, prior to departing for the day, shall ensure all system(s) previously disabled or turned off are functioning properly. A basic functional test shall be required to determine proper functionality of the system(s) and should be reported to the FPS COR/TPOC.
 - b) In the event a system is non-functional once enabled or turned on, it shall be the responsibility of the Contractor, at no additional cost to the Government, to restore the system(s) prior to departure from the site.
 - c) If the Contractor fails to restore all system(s) before departing, they shall be liable for all costs incurred by the Government to restore system(s) functionality.
- C.1.8 All personnel engaged in installation activities pursuant to this SOW shall be licensed by the state, local authority, and/or the city local authority in the required trades or professions which require licensing by such jurisdictions. The type and level of license shall be consistent with requirements of the jurisdictions and work to be performed by this SOW.
- C.1.9 It shall be the sole responsibility of the contractor to employ personnel licensed and qualified to carry out all tasks outlined in this SOW. At no time during the installation shall the contractor require Government personnel to complete tasks required to be completed by the contractor as covered by this SOW.

- C.1.10 The Contractor shall be solely responsible for ensuring their employees and subcontractors abide by all requirements of the contract. At all times while work is being performed in accordance with this contract, the Contractor shall have a supervisory representative available to answer questions, resolve issues, supervise company employee(s), and subcontractor(s).
- C.1.11 The Contractor shall provide a daily access schedule to coordinate installation activities. The schedule shall be submitted as part of the project plan.
- C.1.12 The Contractor shall maintain a separate set of drawings, schematics, and wiring diagrams of the VSS to be used for creating as-built drawings. This set shall be accurately kept up to date by the Contractor, noting all changes and additions to the VSS and shall be available for the final inspection walkthrough.
- C.1.13 The Contractor may be required to attend installation construction meetings.
- C.1.14 For buildings 45 years of age or older: All repairs, installations and removals are required to follow the Secretary of the Interior's Standards for Rehabilitation (SOI):
<https://www.nps.gov/crps/tps/rehab-guidelines/stand.htm>.
- C.1.15 **The Contractor must be ISO 9001-2015 Certified and provide their ISO certification with their offer documentation.**

C.2 Installation Requirements

- C.2.1 The Contractor shall install all system components and appurtenances in accordance with manufacturer's instructions following all applicable local, state and federal codes and policies. All appurtenances, such as, but not limited to connectors, terminators, and mounting hardware shall be supplied by the Contractor, as well as, all adjustments, alignments, programming, and configuration required for a complete and optimal VSS operating system.
- C.2.2 The Contractor shall provide and install a complete statically assigned IP based VSS to include, but not limited to, Network Video Management System (NVMS) capable of viewing, recording, playback, and exporting of video, cameras, servers, RAID 6 video storage, workstations, and network routers/switches. Provide and install camera mounts and other appurtenances, premise wiring, and system hardware as required for a complete and fully operational system as specified in this SOW. The installed system shall easily be expandable for future growth.
- C.2.3 The Contractor, for all equipment/device(s) requiring licensing, shall purchase/install license(s) as required by the manufacturer. All licensing fees shall be nonrecurring.

Documentation of all software and hardware licenses shall be provided to FPS as part of the final system documentation.

- C.2.4 All equipment required to be wall-mounted shall be mounted.
- C.2.5 The Contractor shall be responsible to provide the necessary equipment and tools to access all equipment which is not accessible by ladder. The contractor is accountable for all tool and equipment used during the course of installation; potentially dangerous items must remain under the physical control of the installer at all times. All tools and equipment to include electronic equipment and computers are subject to inspection by FPS.
- C.2.6 All measurements and equipment locations are approximate and shall be verified by the Contractor for accuracy and installation feasibility. The Government shall not be held responsible for any error or variation in any measurements or other data listed, nor shall the Contractor, because of an error or variation in any measurement listed, be relieved of the responsibility to carry out the requirements in accordance with the true intent and meaning of the specifications without additional cost to the Government.
- C.2.7 All ceiling tiles removed to accommodate installation shall be returned at the end of the workday.
- C.2.8 The Contractor shall remove and haul debris from the project site daily and dispose of in a proper, acceptable manner in accordance with all federal, state and local laws and regulations, off of the job site property. The debris created from this project shall not be disposed of at the job site, in Government dumpsters, or on Government property.
- C.2.9 The Contractor shall install and configure cameras in accordance with manufactures recommendations and industry best practices for optimal live view and recording.
- C.2.10 The Contractor shall verify all camera views with the FPS COR/TPOC prior to installation.
- C.2.11 The Contractor, when removing the existing cameras, cabling, and appurtenances in accordance with this SOW, shall ensure all openings or penetrations are sealed and/or patched accordingly to protect against weather exposure, unless otherwise designated for reuse. All openings or penetrations that are designated for reuse shall be sealed and/or patched accordingly to protect against weather exposure at the completion of installation. All penetrations that become exposed to weather during installation shall be protected from exposure throughout the installation period.
- C.2.12 Installers shall be trained, certified, and authorized by the Manufacturer to install, integrate, test, and commission the system. **The contractor shall provide and submit with their offer documentation from the manufacture that they are trained, certified, and authorized to install, integrate, test, and commission the system.** If documentation is not available, the contractor can substitute by providing with their

offer confirmation on manufacturer letterhead, they are trained, certified, and authorized to install, integrate, test, and commission the system within two years of the submittal date.

- C.2.13 **At least one factory certified trained technician on the NVMS being installed by the contractor must be onsite at all times during the installation. Factory certification must be within the last two years (date of offer).**

C.3 Video Storage Requirements

- C.3.1 The Contractor shall calculate appropriate storage for all cameras recording at fifteen (15) frames per second (fps) at the device (Camera, not total system), maximum resolution, and minimum compression. Storage capacity shall be capable of storing video for a minimum of thirty (30) days. **The Contractor shall calculate and provide video storage requirements with the Quotation.** The Contractor shall include enough storage for an additional 25% storage for future expansion maintaining the thirty (30) day minimum requirement. In addition to 6 additional camera licenses. **The contractor will not have access to video data and will not be responsible for the collection, use, maintenance or storage of video data.**
- C.3.2 The Contractor shall configure the installed VSS to function in a Network Domain environment, not as a workgroup.
- C.3.3 Microsoft Windows and the NVMS software shall be configured to use MS Active Directory for authentication. If the NVMS software is not capable of authenticating to the Active Directory, then separate NVMS accounts will be configured in accordance with account management plan.
- C.3.4 The Contractor shall not apply power to the NVMS until, at a minimum; the following checks have been completed.
- a) All equipment has been installed and connected in accordance with manufacturer's instructions.
 - b) All installed and/or reused wiring has been tested accordingly (e.g. shorts, opens, continuity).
 - c) Power supplies have been verified to operate at the correct voltage, phase, and frequency. Satisfaction of the above requirements shall not relieve the Contractor of responsibility for incorrect installation, defective equipment, or collateral damage as a result of Contractor work/equipment.
- C.3.5 The Contractor shall ensure all system devices are configured appropriately for time synchronization. The local time zone where the system physically resides will be utilized. All devices shall be configured for time synchronization with a GPS enabled

network time source. The GPS time source will not have any connectivity capability beyond receive functionality.

- C.3.6** The Contractor shall demonstrate to the FPS COR/TPOC that the completed NVMS installation complies with the contract requirements. Using an approved test procedure, all physical and functional requirements of the project shall be demonstrated and shown. The test procedure shall include techniques and requirements for validating all significant system functions. The Contractor shall provide all test equipment and personnel required for final testing.

C.4 Control Room Monitors

- C.4.1** The new monitors to be provided and installed are six (6) fifty-inch (50") monitor and six (6) twenty-four-inch (24") monitors shall be installed in the FPS Security Control Room. One (1) forty-three-inch (43") monitor in the US Marshal Service (USMS) Court Security Officer (CSO) control room. The six (6) 50" monitors shall be wall mounted. The six (6) 24" monitors shall be a vesa desk mounted and shall be located in the FPS Security Control room. The one (1) 43" monitor located in the USMS CSO control room shall be wall mounted.

- C.4.2** At a minimum, the 50" Monitor shall possess the following salient characteristics.

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

- C.4.3** At a minimum, the 43" Monitors shall possess the following salient characteristics.

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

- C.4.4** At a minimum, the 24" Monitors shall possess the following salient characteristics.

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

Assessment Tool (EPEAT) and ENERGY Star standards.

C.5 Networking Equipment

- C.5.1 As required per this SOW, the contractor shall purchase, install, and configure all equipment, components, and necessary appurtenances for a complete and appropriately configured Ethernet network connecting all devices of the NVMS.
- C.5.2 The Contractor shall configure installed switches for Trunk line communication between the switches. Line encryption shall be enabled between all network devices to the maximum extent possible. If copper network cabling is utilized between network devices, it must be metallically shielded twisted pair.
- C.5.3 The Contractor shall configure installed switches with Virtual Local Area Network (VLAN) and appropriate VLAN Routing. VLAN's to be configured are:

Dellums VLAN

Identify naming scheme of the network/VLAN when appropriate. Should be something unique for the facility, not called “security camera network” or something security related.

- C.5.4 All equipment shall be rack mountable, if possible. All equipment that is not rack mountable shall be installed on the wall. An appropriately sized piece of ¾” plywood shall be mounted on the wall, painted with fire retardant paint, and all equipment mounted on the plywood. Final mounting location shall be approved by the FPS PM.
- C.5.5 The Contractor shall install a rack mounted 19” combination display, keyboard, and mouse (KVM) at a usable height, in FPS control Room connected to the new NVMS Server for system configuration and administration.
- C.5.6 The Contractor shall install a new VSS client workstation in room FPS Control Room and USMS Control Room. Location of workstation shall be coordinated with the FPS COR/TPOC before installation.
- C.5.7 The Contractor shall enable software based, packet filtering firewalls on the VSS network. Firewalls will be enabled to permit only authorized network devices and protocols. A list of ports and protocols shall be provided as part of the system documentation for each unique device model and software suite. The VSS shall be functionality tested to ensure enabled firewall rules and port restrictions do not interfere with the overall functionality of the systems.
- C.5.8 The Contractor shall ensure that all installed network devices that are Wi-Fi-capable have that capability disabled.

C.6 Operating Systems Updates, Service Packs, and Firmware

- C.6.1 Operating systems and software applications shall be capable of being updated/patched after delivery. The Contractor shall ensure that all installed server(s) and client workstation(s) Operating System Software (OS), at the time of installation, are current with all security updates/patches, service packs, revisions, and shall provide through the warranty period. The NVMS and all other installed software shall be the current version with all applicable updates and installed in accordance with manufacturers recommendations.
- C.6.2 The Contractor shall remove and/or disable all software components (bloatware) that are not required for the operation and maintenance of the camera system; and shall provide documentation on what is removed and/or disabled. The software to be removed and/or disabled shall include, but is not limited to: games, device drivers for network devices not delivered, messaging services (e.g., MSN, AOL IM), Servers or clients for unused Internet services, unused networking and communications protocols, unused document processing utilities (Microsoft Word, Excel, PowerPoint, Adobe Acrobat, OpenOffice, etc.).
- C.6.3 The Contractor shall provide notification of patches affecting security within a **pre-negotiated period** (usually the warranty period) as identified in the patch management process.
- a) Pre-Contract Award – The Contractor shall provide details on their patch management and update process. Responsibility for installation and update of patches shall be identified.
 - b) Post-Contract Award - The Contractor shall provide **notification** of known vulnerabilities affecting Contractor-supplied or required OS, application, and third-party software within 30 days after public disclosure.
- C.6.4 The Contractor shall ensure that all VSS components have the latest manufacture approved firmware version installed. Firmware version is to be documented on the device inventory.

C.7 Wireless Point-to-Point:

- C.7.1 Not Required

C.8 Attachments

- C.8.1 **VSS Locations: See floor plans (Attachment C pages 1-2). The contractor and FPS shall verify all camera installation locations to provide the optimal view prior to any installation.**

D. SYSTEM/EQUIPMENT SALIENT CHARACTERISTICS AND REQUIREMENTS

D.1 Network Video Management System

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

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

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

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

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

D.1.4 The NVMS shall be compatible with, but not limited to: H.264, H265, MPEG4, and MJPEG video compression formats.

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

D.1.6 NVMS System Architecture Minimum Requirements:

- a) HDMS Smart Codec Technology: Automatically adjust compression levels for regions in a scene, to optimize bandwidth while and maintaining image quality.
- b) Appearance Search Technology/Capability: Allow the user to search recorded video to find instances of a person or vehicle across all sites using cameras with Avigilon (or similar) self-learning analytics. Allow the user to search for a person by physical description, including clothing color, hair color, gender, and age group. Capability to search for a vehicle by physical description, including color and category – car, truck, bus, bicycle, and motorcycle.
- c) Facial Recognition Technology Artificial Intelligence – Capable of facial

recognition algorithms to notify operators when a person of interest returns to a facility. Allows the user to add a person to a face watch list by uploading a photo or from recorded video. Allows a creation watch list alarm or monitor the Focus of Attention interface to detect matches.

- d) Intelligent Search: Allows the user search recorded video for motion, the presence of classified objects (people or vehicles), background changes in the scene (thumbnail search), and for events.
- e) Video Archive: Capable of retaining and managing large amounts of video for on-demand retrieval and review. Allow extension of storage beyond NVRs through the use of Avigilon Video Archive (equal or similar).
- f) Provide detailed Management, Monitoring, and Reporting of System Status and Security Detailed logs of storage, network, and overall system status.
- g) Unusual Activity Detection (UAD) technology: Capable of object-level detection of atypical activity. AI based technology capable of object-aware enabling operators to know when a person or vehicle is in an unusual location in the scene or moving at an unusual speed.
- h) Unusual Motion Detection (UMD) technology: Allows fast video search and capable of narrowing motion events video.
- i) Compliance with FIPS 140-2 Certified Encryption enable FIPS 140-2 certified cryptography on VSM software and on supported cameras. Allow required camera cryptography licenses to be centrally managed in VMS. Within VMS, capability to turn on licensed FIPS cryptography on cameras. VMS is to be able to inventory number of FIPS camera licenses being used and determine required number of licenses within a facility.
- j) The NVMS shall operate on a TCP/IP managed digital network.
- k) The system software shall operate in a Client/Server configuration across a Local Area Network (LAN) or Wide Area Network (WAN).
- l) Streams live and recorded video up to 60 frames per second.
- m) Support prioritizing streaming at 30 frames per second on 4K (8MP) cameras.
- n) Streams live and recorded video from cameras up to a resolution of 7K (30 MP) — 6720 x 4488.
- o) Decompresses H.264 and/or H.265 video through the client graphics card to help leverage the client's total processing power.
- p) Scalable to support up to 100 servers and/or 10,000 cameras per site.
- q) All recorded video and audio are digitally signed using 256-bit encryption so video can be authenticated for evidentiary purposes.
- r) Secure video and audio data by securely transmitting all command-and-control data via TCP/IP using cryptographic keys based on SSL to prevent eavesdropping or tampering.
- s) External system alarms can be pre-selected and configured to be monitored and trigger event driven video operations.
- t) Video and audio recording is to be defined by a recording schedule assigned to each video source.

- u) Allow recording schedules to be based on event types that trigger video recording over a time period each day per week.
- v) Video recording is to be cable of being activated manually by user triggered recording.
- w) Alarms and rules be triggered by self-learning video analytics-based events.
- x) Each recorded event is to include a pre-event and post-event recording option to provide context for a given situation.
- y) Reference frame recording when no events are detected.
- z) Motion detection is to be provided for each individual video source with adjustable sensitivity, threshold, and detection zones.
- aa) Include primary and secondary video streams from each H.264 and/or H.265 video source to be recorded and maintained for a set amount of time before the primary stream is discarded as a means of increasing record time.
- bb) Allow maximum recorded video retention time to be set for each video source.
- cc) Video Analytics Activity overlay: display a color-coded bounding box around moving objects categorized as humans or vehicles.
- dd) Configure the ability to display analytics activity for individual cameras or for the system.
- ee) The ability to stream video and audio is limited only by the system hardware capabilities.
- ff) The application window display can be shared with other users for collaborative investigations while viewing both live and recorded video.
- gg) Live and recorded video and audio can be streamed simultaneously on the same monitor.
- hh) Use High-Definition Stream Management (HDSM) software technology to efficiently compress and preserve image quality while intelligently managing HD image transmission throughout the system.
- ii) Operating System shall be certified to work by the Video Management Software's manufacturer and be one of the following: Windows Server 2010 or newer.
- jj) Windows 10 or newer.
- kk) Support recording and management of video and audio sources using industry standard drivers. These drivers shall include: ONVIF Profile S, T and G Publicly Published API.
- ll) Support the following video analytic event types when captured by supported cameras: Objects in area, object loitering' objects crossing defined line, object appears or enters area, object not present in area, objects enter area, objects leave area, object stops in area, anticipated direction of travel is violated, scene dramatically changes in an unexpected fashion.
- mm) Support the ability to export media and provide the following options.
- nn) Export recorded video in the following formats: Native (AVE), JPEG, PNG, TIFF, AVI, Print. Export recorded audio in the following formats: WAV, Native (AVE), AVI. Export a still frame of video as displayed in

- the video preview area: Native (AVE), JPEG, PNG, TIFF.
- oo) Native (AVE) format exports shall:
 - pp) Digitally sign recorded video and audio using 256-bit encryption so video can be authenticated for evidentiary purposes.
 - qq) Be able to export video from one or multiple camera streams simultaneously.
 - rr) Support exporting multiple video segments from different spans of time.
 - ss) Support reviewing of exported or backed-up video and audio in a dedicated player.
 - tt) Support playback of exported clips in synchronized sequential time.
 - uu) Support playback of multiple clips in continuous, sequential order.
 - vv) Support exporting of video in lower frame-rates than originally recorded.
 - ww) Support exporting of a designated area from the camera's recorded field of view.
 - xx) Support re-export into Native or other supported formats.
 - yy) Provide a record of the video source properties, including but not limited to: Camera model, Firmware version, Location, MAC address, Serial number, Resolution.

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

D.2 Minimum Server and Workstation Requirements

Network Video Management Server Minimum Requirements

CPU	Intel® Xeon® E (1.9GHz)
OS	Windows Server 2022 Windows 11 Windows 10 (64-bit) 21H2 LTSC Value or later
RAM	16 GB DDR4
OS Hard Drive	SSD RAID Mirrored
Network Interface	4X1GB
Display Adaptor	DVI, HDMI
Storage Configuration	RAID 6
Power Supply	Dual redundant hot swappable
Drives	Hot Swappable
Warranty	5-year Warranty

Multimedia Storage Requirements

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

Workstation Minimum Requirements

CPU	Intel Core i7 or newer
OS	Windows 11 Windows 10 (64-bit) 21H2 LTSC Value or later
RAM	16 GB DDR3
OS Hard Drive	SSD RAID Mirrored
Network Interface	1GB
Display Adaptor	VGA, DVI, HDMI dual monitor support

D.3 IP Network Video Camera Minimum Requirements

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

- a) ONVIF Compliant Profile S, Profile T and Profile G
- b) Operate in a temperature range of -40 deg C to +60 deg C (-40 deg F to +140 deg F)
- c) Operate in a humidity range of 0-95% RH (non-condensing)
- d) High Definition Stream Management
- e) Multi-stream H.264, Multi-stream H.265, Motion JPEG.
- f) Video Resolution: 8 MP

- g) IPv4/IPv6, HTTP, HTTPS, SOAP,DNS,NTP, RTSP, RTCP, RTP, TCP,UDP, IGMP, ICMP, DHCP, Zeroconf, ARP,HSTS
- h) Environmental rating IP66 and IP67
- i) Impact rating IK10
- j) Video Pattern Detection and Teach by Example Technology
- k) Password protection, HTTPS encryption, digest authentication, WS authentication, user access log, 802.1x port based authentication, FIPS 140-2 L1 (with optional camera license), FIPS 140-2 L3 (with optional accessory)
- l) 5-year warranty

D.3.2 At a minimum, equal or better than Avigilon 180/270/360-degree

Exterior/Interior IP Panoramic Camera: verify the panoramic camera is compatible with the video management system software to ensure full functionality of the camera.

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

D.3.3 At a minimum, equal or better than Avigilon Exterior Fixed 61 MP IP Camera:

The FPS Local POC shall determine the field-of-view (FoV) for each camera with the Contractor, at the time of installation.

- a. ONVIF Compliant Profile S and Profile G
- b. Operate in a temperature range of -25 deg C to +60 deg C (-13 deg F to +140 deg F)
- c. Operate in a humidity range of 0-95% RH (non-condensing)
- d. High Definition Stream Management
- e. Multi-stream H.264, Multi-stream H.265, Motion JPEG;
- f. Video Resolution: 61 MP
- g. IPv4/IPv6, HTTP,HTTPS, SOAP,DNS,NTP, RTSP, RTCP, RTP, TCP,UDP, IGMP, ICMP,DHCP, Zeroconf, ARP,HSTS
- h. Environmental rating IP66,
- i. PoE: IEEE802.3at Class 4 compliant

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

D.3.4 At a minimum, equal or better than Avigilon Interior Fixed 4 MP IP Cameras: The FPS Local POC shall determine the field-of-view (FoV) for each camera with the Contractor, at the time of installation.

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

D.4 Network Managed Switch

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

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

D.5.1 At a minimum, the Monitor Mount for Desk Console shall have the following characteristics:

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

D.5.1 At a minimum, the UPS shall possess the following salient characteristics.

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

D.4.2 At a minimum, the Console Desk shall be equal or better than Windstead and have the following.

- a) Height: 30"
- b) Width: 48"
- c) Monitor Mountable
- d) Material: Wood Top
- e) Desktop finish: constructed of 1" thick 45 lb. density industrial MDF board with thermolaminate.
- f) Power distribution/cable management cabinet/constructed of fully welded, 16-gauge steel and feature integral front and rear doors for convenient access.
- g) Stainless steel footrest shall be constructed of 18-gauge steel.

D.4.3 At a minimum, the GPS Time Server shall have the following.

- a) Protocol NTP Stratum 1 Time Server
- b) Accuracy Ethernet NTP $\pm 1\text{ms}$ overall
- c) GPS source $\pm 0.1\mu\text{S}$
- d) ANTENNA
- e) Connector SMA Male
- f) Cable 5-meter cable, (optional 10-meter extension)
- g) Antenna head GPS sensor, in externally rated magnetic housing (+ adhesive pad/window fixing)
- h) Unit power 1.5W
- i) POE type Class 1
- j) Alternative power input 10-40V DC (max current 150mA at 12V)
- k) ETHERNET
- l) Connector type RJ45
- m) Rate 10Base-T/100Base-TX full-duplex with auto-negotiation
- n) Data security Shared Keys system (server authentication)
- o) Dimensions L 87mm W 75mm H 22mm. L 3.42 inches W 2.95 in H 0.86

- in.
- p) Weight 123g [4.3oz] (with mounting brackets) 121g [4.2oz].
- q) Operating temperature -15oC to 75oC [5oF to 167oF].
- r) Relative humidity 95% non-condensing.
- s) Compliance CE, FCC, RoHS

E. ADDITIONAL PROJECT REQUIREMENTS

E.1 Design Standards

- E.1.1 Design Limitations – During design and planning activities, the Contractor shall advise the FPS COR/TPOC of all functional incompatibility issues and/or system interoperability limitations of any equipment to be installed. This shall include, but is not limited to, limitations as a result of insufficient heating, ventilation and HVAC, power, rack, console, and space requirements.
- E.1.2 Infrastructure Design – The system design shall include all conduit, junction boxes, cabling, fiber, network topology, and HVAC and power requirements for the proposed Network Video Management System (NVMS).
- E.1.3 Equipment Selection – The Contractor shall use commercial off the shelf (COTS) components in system design.
- E.1.4 Backup Power Requirements –All VSS electrical and electronic equipment installed shall be powered from an Uninterruptable Power Supply (UPS). It is expected that all equipment necessary for continuous live viewing, recording, and archiving VSS video will be uninterrupted during a power outage. The UPS shall be sized to provide at least four (4) hours¹ battery back-up in the event the primary power source is interrupted. The Contractor shall include load calculations with their offer.
- E.1.5 Wiring Schematics – The Contractor shall provide complete system design wiring schematic diagrams representing planned device terminations to and between system equipment and components.
- E.1.6 Riser Diagrams – The Contractor shall supply a system riser diagram. The diagram shall indicate the location of all associated system components.

E.2 Materials and Equipment

- E.2.1 Items of the same type shall be products of a single manufacturer. All material, software and hardware, shall be new, the most current version, and presently being produced.

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

- E.2.2 The Contractor shall provide enclosures as necessary for equipment not mounted in racks or supplied with an appropriate housing.
- a) Interior: Enclosures to house equipment in an interior environment shall meet the requirements of NEMA 250 Type 12.
 - b) Exterior (Exposed-to-Weather): Enclosures to house equipment in an outdoor environment shall meet the requirements of NEMA 250 Type 4X.
- E.2.3 All external camera housings shall be minimum IP66/NEMA4X rated for protection against rain, dust, and snow.
- E.2.4 All camera housings shall be a minimum IK-10 Impact-Resistant for vandalism.
- E.2.5 Camera housings shall match the color and architecture of the building, equal to or greater than the existing camera housings. Coloring camera housings shall not void the camera and housing manufacturer's warranty. ***Before camera housings are painted the color shall be approved in writing by the Facility Security Committee.***
- E.3 Electrical and Cabling Requirements**
- E.3.1 Wires, cables, and fiber shall meet applicable requirements of NFPA 70 and UL listings for type and method of installation.
- E.3.2 Materials, equipment, and devices shall, at a minimum, meet requirements of UL, where UL standards are established, and requirements of NFPA 70.
- E.3.3 All wire, cable, and fiber runs shall be installed in accordance with all federal, state, and local codes and/or regulations. In the instance there is a conflict between applicable codes and regulations, the most stringent shall apply.
- E.3.4 All wire, cable, and fiber runs shall be installed inside conduit and sized according to NFPA 70 for fill requirements. As an alternative, if allowed by applicable codes and/or regulations, wire, cable, and fiber may be installed utilizing wire molding, cable trays, and inner duct. Industry approved hangers/hooks may be substituted for conduit, if allowed by applicable codes and/or regulations, in the advent wire, cable, and fiber runs are installed above a suspended ceiling. No wire, cable, or fiber shall be left unsupported or hanging across ceiling tiles, HVAC ductwork, sprinkler pipes, water pipes, or other appurtenances previously installed.
- E.3.5 All wire, cable, and fiber shall not contain splices between equipment termination points.
- E.3.6 All wire, cable, and fiber shall be clearly labeled at both ends utilizing a permanent type of label using a common labeling convention.

- E.3.7 There shall be no crimp type fittings utilized during cable/wire termination unless specified by the equipment manufacturer.
- E.3.8 All equipment connected to AC power shall be protected from surges as described in IEEE C62.41 and IEEE C62.43. Fuses shall not be used for surge protection.
- E.3.9 All cable and fiber installed in conduit shall include a pull string for future use. If an existing pull string is used in any location it shall be replaced with a new one.
- E.3.10 All cable and fiber installed in support of this SOW shall be tested and test reports included in the O&M manual.
- E.3.11 All wire, cable, or fiber that is existing and to be reused in support of this SOW shall be tested prior to use. Test report(s) shall be provided with final installation documentation and denoted that wire, cable, or fiber was previously installed.
- E.3.12 All Ethernet network cabling shall be CAT 6/7 metallically shielded cable or multimode fiber optic cable, UL listed for its intended use (e.g., indoor, outdoor, plenum).
- E.3.13 All CAT 6/7 cabling shall be installed in accordance with ANSI/TIA/EIA-568-B Commercial Building Telecommunications Cabling Standard. All cable terminations shall conform to ANSI/TIA/EIA-568-B standards. A few key areas of concern, but not all inclusive are:
 - a) Pair twists shall be maintained as close as possible to the point of termination.
 - b) Strip back only as much jacket as is required to terminate individual pairs.
 - c) All four pairs shall be terminated.
 - d) Pin/Pair assignments shall follow the T568B configuration.
- E.3.14 All CAT 6/7 cabling shall be tested to certify that the cable conforms to ANSI/TIA/EIA-568-B standards. The test device shall provide an electronic copy of the test results. Test results shall be printed and included in the O&M manual.

E.4 Final Inspection and Acceptance

- E.4.1 Upon completion of the installation the Contractor shall perform a Contractor Verification Test (CVT) in accordance with approved Perform Performance Verification Test (PVT) procedures to ensure installed system is fully operational. A copy of the test results shall be available for review by the FPS PM prior to commencing PVT testing and final inspection.
- E.4.2 The Contractor shall submit, at a minimum fifteen (15) business days in advance of PVT testing, a proposed testing plan to the FPS COR/TPOC. The plan shall include test procedures, actions, and expected results demonstrating system functionality and compliance with this SOW. The test plan shall also include means for documenting test

results. The test plan shall be approved by the FPS COR/TPOC prior to the Contractor requesting Final Inspection and PVT testing.

- E.4.3 The Contractor shall notify the FPS COR/TPOC in writing when requesting a date and time for Final Inspection and PVT testing. Request must be received, at a minimum, five business days in advance.
- E.4.4 The Contractor shall provide all equipment and manpower necessary to perform Final Inspection and PVT testing.
- E.4.5 Final Inspection Minimum Requirements
 - a) Review of Redline drawings.
 - b) Walk-through and inspection of all installed components and workmanship.
 - c) Perform Performance Verification Test (PVT) in accordance with approved test plan.
 - d) All equipment default or contractor entered user IDs and passwords shall be relinquished by the Contractor to the Government.
 - e) In the event a deficiency is found, or a test fails the Contractor shall have personnel available onsite to resolve the issue so inspection and testing may continue. Once the Contractor deems the issue has been resolved, a re-inspection or re-test shall occur.
 - f) The Final Inspection and PVT testing shall be performed during a single site visit.
 - g) Installation Acceptance by the Government shall be given only after the satisfactory completion of the Final Inspection, PVT testing, training, and receipt of all required deliverables outlined in this SOW.

E.5 Cleanliness, Protection, and Patching

- E.5.1 The Contractor shall take necessary precautions to avoid damage to existing items that will remain in place, be reused, or remain the property of the Government. It shall be the sole responsibility of the Contractor to repair or replace damaged items, at no cost to the Government. Contractor shall notify the FPS COR/TPOC of any damage immediately.
- E.5.2 The Contractor shall not disturb existing construction beyond the extent indicated or necessary to fulfill installation requirements. In the event excessive damage is caused it shall be the sole responsibility of the Contractor to repair damage, at no cost to the Government. Contractor shall notify the FPS COR/TPOC of any damage immediately.
- E.5.3 The Contractor shall provide protective methods to control accumulation and migration of dirt and dust in and around all work areas. Removal of dirt, dust, and debris shall be completed daily and in accordance with all applicable federal, state, and local laws and regulation.

- E.5.4 It shall be the sole responsibility of the Contractor to protect all existing building systems and utilities, to include, but not limited to, equipment, cabling, and appurtenances (e.g. fire, VSS, IDS, HVAC) during demolition, installation and construction. If any system, service, utilities, equipment, or cabling are damaged due to installation construction the Contractor shall repair damage at no cost to the Government.
- E.5.5 If necessary, the Contractor shall be responsible for moving furniture and/or equipment to protect it from damage during installation. All items relocated during installation shall be returned to their original location at the completion of work in the area. Any items that are unable to be relocated shall be protected from damage. In the event damage is incurred during this time it shall be the sole responsibility of the Contractor to replace damaged items without cost to the Government.
- E.5.6 The Contractor shall prepare and lay out work in advance. Exercise care when cutting, channeling, chasing, or drilling of floors, walls, partitions, ceilings, or other surfaces as necessary for installation, support, or anchoring of conduit, raceways, and equipment.
- E.5.7 The Contractor shall provide a qualified installer to install fire-stopping material to all penetrations and openings created during the installation. All existing penetrations or openings utilized by the contractor during the installation shall have fire-stopping material installed, regardless if it was previously installed. Fire-stopping shall consist of furnishing and installing tested and listed fire-stop systems, combination of materials, or devices to form an effective barrier against the spread of flame, smoke and gases, and maintain the integrity of walls, fire resistance rated walls, partitions, floors, and ceiling-floor assemblies, including through-penetrations. Firestop systems shall be UL Fire Resistance listed or FM P7825a approved with "F" and/or "T" rated to at least be equal to fire-rating of the wall, fire wall, or floor in which penetrated openings are to be protected.
- E.5.8 Where removal of equipment or materials leaves holes or damaged surfaces, the Contractor shall patch the holes and damaged surfaces, as well as, paint the surface to match adjacent finished surfaces. Finished surfaces of patched area shall be flush and match the existing adjacent surface as closely as possible. If new work is to be applied to existing area, then removal and patching shall be adequate for installation of new work.

E.6 Warranty and Maintenance

- E.6.1 The warranty terms shall be The Contractor shall guarantee that all installed parts; components, systems and workmanship meet the specifications set forth in this SOW. Additionally, the Contractor shall warranty all Contractor supplied components, workmanship and/or systems for a (minimum) period of 12 months from the date of Government acceptance.

- E.6.2 **After the one-year base warranty period the contractor shall be responsible for any Contractor supplied equipment, component, parts that fails within the factory warranty period; the Contractor shall immediately replace or repair the item within 5 business days at no additional cost (materials and labor) to the Government. If the Contractor is unable to rectify the issue(s) within the allotted time, the Contractor shall be liable for all costs incurred by the Government to correct the issue(s).**
- E.6.3 In the event any Contractor supplied equipment, component, part fails within the specified warranty period; the Contractor shall immediately replace or repair the item within 24 hours at no additional cost to the Government. If the Contractor is unable to rectify the issue(s) within the allotted time, the Contractor shall be liable for all costs incurred by the Government to correct the issue(s).
- E.6.4 The Contractor shall not be held responsible for failures due to fire, flood, vandalism, and/or misuse of Government equipment.
- E.6.5 The Contractor shall include in the O&M manual a copy of all manufacturer warranties, terms, and conditions.
- E.6.6 Network components shall be capable of disabling maintenance ports during normal system operation and enabling them only during approved maintenance activities.
- E.6. 7 Remote maintenance paths shall be encrypted to the firewalls.
- E.6.8 The Contractor shall maintain an incident log as part of the software maintenance program, recording therein all deviations from normative operations, and all corrective actions taken. The incident log shall be submitted to FPS upon detection of anomalies, quarterly, and at the end of the contract period.

E.7 Safety and Health

- E.7.1 All work shall comply with federal, state, and municipal safety and health regulations. If there is a conflict between the regulations, the most stringent shall supersede all others.
- E.7.2 The Contractor shall assume full responsibility and liability for compliance with all applicable regulations relating to the health and safety of personnel during the execution of work as outlined herein. The Contractor shall not fault the Government for any action on its part or that of its employees or subcontractors which results in injury, illness, or death.

- E.7.3 Where pedestrian safety may be endangered the Contractor shall provide appropriate signage, barricades, or other means of notification.
- E.7.4 The Contractor shall provide all required safety equipment and ensure the equipment is adequate and utilized appropriately for the work being performed.
- E.7.5 The Contractor, in accordance with deliverable guidelines, shall submit a Roof Work Safety Protection Plan.

E.8 Quality Control Plan

- E.8.1 The Contractor shall have a formal Quality Control Plan (QCP) in place covering areas of concern, such as, but not limited to equipment and cabling installation, maintenance, and customer service standards. The QCP shall also address equipment and cable labeling, system performance, installation aesthetics, programming and configuration conventions, and timeliness of service.
- E.8.2 The QCP shall cover the Contractor's quality control policies and procedures to ensure compliance with the requirements of this SOW.
- E.8.3 The Contractor shall report non-compliance issues with the QCP to the FPS COR/TPOC.
- E.8.4 The QCP shall include a routine review process that addresses all the areas of the Contractor's performance and each of the elements of this SOW.
- E.8.5 The QCP shall include the necessary processes for tracking identified deficiencies from initiation through to an acceptable corrective action. The process shall include a means to verify the identified deficiency has been reported, corrected and accepted by the FPS COR/TPOC.

E.9 Training

- E.9.1 The Contractor shall submit a standardized Training Plan in accordance with manufacture's recommendations for the type system installed to the FPS COR/TPOC for approval.
- E.9.2 The Contractor shall provide operator, administrator, and maintenance training to required personnel. Training shall be conducted onsite and during normal business hours from 6:00 a.m. to 6:00 p.m.
- E.9.3 Operator Basic, Operator Advanced and Administrator/Maintenance training shall be conducted as three (3) different sessions. Training sessions shall be a minimum of two

(2) hours in length. Each session shall utilize a mixture of lecture and “hands-on” training.

E.9.4 Instruction materials and manuals shall be included for reference, as well as, allowing FPS to train additional personnel at a later date.

E.9.5 At a minimum, training shall include:

a) Operator Training Basic

- (1) With equipment powered off, conduct a complete system startup.
- (2) General operating instructions.
- (3) Video review procedure.
- (4) Changing and selecting different cameras and views.

b) Operator Training Advanced

- (1) All elements of Operator Training Basic
- (2) Saving and Archiving video.
- (3) Video Analytics Use

c) Administrator/Maintenance Training

- (1) All elements of Operator Training Basic and Advanced
- (2) Full System Configuration
- (3) Video Analytic Configuration
- (4) System Backup and Recovery
- (5) Remote Network Operation
- (6) Technical Support Information and Procedures

E.9.6 The Contractor shall provide a written report containing the names of personnel trained and what they were trained on.

E.10 Configuration Management

E.10.1 Upon installation, all server(s)’ and client workstation(s)’ Operating System (OS) must be current with security updates/patches, service packs, and revisions.

E.10.2 All installed software shall be the current version with all applicable updates and installed in accordance with manufacturers recommendations.

E.11 Component/Device Configurations

E.11.1 All devices connected to the VSS network shall have default credentials changed and provided to FPS in the contract deliverable documentation. All VSS user, application, and device, and service accounts shall be documented. Strong passwords will be used to the maximum extent possible only all devices. Reference section for E.15.4

- E.11.2 All components that have remote access capability, e.g., web interfaces, remote configuration, shall be capable of being configured to restrict access by user ID and password.
- E.11.3 Servers and workstations shall be configured to automatically lock a user's account after three consecutive failed logon attempts during a twenty-four (24) hour time period.
- E.11.4 Automatic lockout period for accounts locked due to failed login attempts shall be set for twenty (20) minutes.
- E.11.5 Shall have capability of manually unlocking accounts prior to the expiration of the twenty (20) minute period, after sufficient user identification is established.
- E.11.6 User sessions on servers shall automatically be terminated after sixty (60) minutes of inactivity. VSS workstations used for the monitoring of cameras shall be configured to **NOT** automatically lock during periods of inactivity.
- E.11.7 All system components shall have unnecessary/unused ports, protocols and services disabled. A list and justification for each open port, protocol and service shall be provided. A list of ports, protocols, and services that were disabled or removed during the installation shall be document Ent and provided to FPS.

E.12 Network Settings

- E.12.1 Port-forwarding settings on network devices shall be configured to only run the necessary ports for the network address translation for the system.
- E.12.2 Networked components shall be configured for a network domain environment, not as a workgroup.
- E.12.3 Components shall implement identification and strong authentication (in accordance with DHS 4300A 5.1.1.1 for administration of the firewalls and Policy Enforcement Points (PEP)).
- E.12.4 Firewalls and PEPs shall be configured to prohibit any protocol or service that is not explicitly permitted.
- E.12.5 System components shall not use the Telnet protocol. A connection protocol such as Secure Shell (SSH) that employs secure authentication (two factor, encrypted, key exchange) and is approved by FPS shall be used instead.
- E.12.6 System components shall not use the File Transfer Protocol (FTP). A connection protocol that employs secure authentication (two factor, encrypted, key exchange) and is approved by FPS shall be used instead.

- E.12.7 System components shall not use Remote Desktop connections, such as Microsoft's Remote Desktop Protocol (RDP), without the use of an authentication method that employs secure authentication (two-factor, encrypted, key exchange).
- E.12.8 Configure Virtual Local Area Networks (VLANs) to create trust boundaries around the operational VSSs within each connected building.

E.13 Wireless Network Security

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

E.14 Audit and Accountability

- E.14.1 Audit logs on servers and workstations shall contain at least the following information:
 - a) Identity of each user and device accessing or attempting to access the system
 - b) Time and date of the access and the logoff
 - c) Activities that might modify, bypass, or negate information security safeguards
 - d) Security-relevant actions associated with processing
 - e) All activities performed using an administrator's identity
- E.14.2 Audit records and logs shall be protected from unauthorized modification, access, or destruction, when on located on local hard drives, network attached storage devices, or removable media.
- E.14.3 System audit trail records shall be maintained online for at least ninety (90) days.

E.15 Identification and Authentication / Access Control

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

- E.15.2 Systems with authentication controls shall require each user to authenticate prior to system access. VSS camera monitoring and display stations shall be configured with NO automatic screensaver or screen lock as a result of user inactivity.
- E.15.3 Systems shall NOT disable user identifiers as a result of the account not being used for any length of inactivity on the account.
- E.15.4 Systems shall enforce password composition and complexity requirements:
- a) Are at least 12 characters in length
 - b) Are not the same as any of the user's previous 8 passwords
 - c) Do not contain any dictionary word
 - d) Are not the same as the User ID
 - e) Contains at least one number (e.g., 1, 2, 3) and one special character (e.g., @, #, \$, %, &, *,)
- E.15.5 Systems shall store all passwords in encrypted form.
- E.15.6 Systems shall provide role based accesses that allow different levels of privilege. For example, administrators, general users, etc. The following user accounts will be configured on the VSS:
- FPSadministrator = Domain Administrator (all permissions)
- FPSinspector = Local Administrator (configure cameras, add/remove media, install software)
- PSOuser = Limited (login and monitor cameras) (this account cannot make system changes or remove video footage from the VSS)
- E.15.7 All default vendor or factory-set administrator accounts or passwords shall be changed before operational use.

E.16 Data Protection

- E.16.1 Cryptographic functions provided by any system component shall use only cryptographic modules that are Federal Information Processing Standard (FIPS) 197 (AES-256) compliant and have received FIPS 140-2 validation at the level appropriate to their use.
- E.16.2 The Contractor shall provide configuration specifications for implementing encryption and authentication between the cameras and the network and specifically note all security measures associated with the system.
- E.16.3 When the contract ends, the contractor shall return all information and information resources provided during the life of the contract and certify that all DHS information

has been purged from any contractor-owned system(s) that have been used to process DHS information.

E.17 User Accounts

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

E.18 Incident Management and Disaster Recovery

- E.18.1 Incident Handling and Response - Upon notification of an incident affecting a system under warranty or within the scope of this contract, the Contractor should have an established incident handling and response capability (e.g., system restoration plan of site-specific equipment). When a security incident occurs that impacts services, information or information systems, the Contractor shall consult and work closely with FPS security personnel (e.g., FPS Technical Countermeasures, FPS Advanced Technology Security Program) to handle and respond to the incident. The service provider should also be expected to implement preventative measures to mitigate against similar incidents in the future upon request.

E.19 Software Maintenance

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

E.20 Enterprise Architecture

E.20.1 DHS Enterprise Architecture Compliance.

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

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

F. DELIVERABLES

F.1 General

- F.1.1 The Contractor shall submit all pre-installation deliverables, as outlined in this SOW, within fifteen (15) business days from award of the contract. The contractor shall not proceed until receiving written notification from the COR/FPS PM that all pre-installation deliverables are approved and all contract personnel working on the contract have received a favorable determination for the LEC. Deliverables shall be addressed to the FPS COR/TPOC and include the following information:
 - a) Project Title and location.
 - b) Contract number and deliverable submission date.
 - c) Deliverable description.
 - d) Contact information of person responsible for document submission.
- F.1.2 The Contractor, after receiving a written ***“Notice to Proceed”*** from the FPS COR/TPOC, shall complete the installation, including PVT testing and final inspection within sixty (60) business days.

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

F.2 Request for Quotation (RFQ)

- F.2.1 In order for the Government to more easily evaluate the contractor’s offer, the following information is required. Offers that do not include the required information shall be considered non-compliant.
- F.2.2 Detailed list of proposed hardware to include at a minimum:
 - a) Equipment model number, part number, and quantity.
 - b) Manufacturer data sheet.
 - c) Itemized price list. All items shall match those on the manufacturer data sheets.
- F.2.3 Detailed list of proposed software to include at a minimum:
 - a) Name and version of software.
 - b) Software data sheet.
 - c) Itemized price list. All items shall match those on the manufacturer data sheets.
- F.2.4 Complete list of licensing requirements to include:
 - a) Equipment model number and/or software name requiring licensing.

- b) Licensing requirements.
- c) Itemized price list. All items shall match those on the manufacturer data sheets.

F.2.5 List of Materials

- a) Part number and quantity and/or length in feet.
- b) Itemized price list. All items shall match those on the manufacturer data sheets.

F.2.6 Calculations

- a) UPS and/or battery backup.
- b) Video storage.

F.2.7 An outline of the On Site Software Maintenance Program shall be provided as part of the technical offer. After award of contract, the Contractor shall submit a formal On Site Maintenance Program as a contract deliverable.

F.3 Pre-Installation Deliverables

F.3.1 The Contractor shall develop a Project Plan for all tasks associated within this SOW for COR approval. The Project Plan shall show the completion of all tasks, including review periods. The Project Plan shall include, at a minimum:

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

F.4 Post-Installation Deliverables

F.4.1 System Performance Verification Test (PVT) Results (To be included in O&M manual).

F.4.2 The Contractor shall submit, at a minimum five business days in advance of PVT testing, a proposed testing plan to the FPS COR/TPOC. The plan shall include test procedures, actions, and expected results demonstrating system functionality and compliance with this SOW. The test plan shall also include means for documenting test results. The test plan shall be approved by the FPS COR/TPOC prior to the Contractor requesting Final Inspection and PVT testing.

F.4.3 O&M Manuals (2 complete sets)

- a) Cover – Shall contain the following information.
 - (1) Project Title
 - (2) Facility Name and Address
 - (3) Contract Number
 - (4) Date
 - (5) Prepared by
- b) Title Page – Shall contain the same information as the Cover Page.
- c) Table of Contents – Shall list page number, section, and subsection included in manual.
- d) Performance Verification Test Results
- e) General Section – Shall contain an overall description of the system and its operation.
- f) Technical Section – Shall contain detailed equipment information. To include:
 - (1) Equipment manufacturer, model number, serial number, and if applicable, license information.
 - (2) Manufacturer Data Sheet
 - (3) Complete equipment inventory submitted in an electronic format.
- g) Software Section – Shall contain list of all software installed. To include:
 - (1) Software License Number and associated hardware model and serial number.
 - (2) Software Data Sheet
 - (3) Equipment software installed on.
 - (4) Equipment firmware installed on.
 - (5) Software version(s) installed.
 - (6) Equipment MAC Address to IP Address correlations.
- h) Operation Section – Shall contain procedures for operation, maintenance, and testing.
- i) Equipment Manuals – Equipment manuals may be provided on CD's. This section shall contain all manufacturer installation, user, and maintenance manuals for equipment and software installed.
- j) Equipment Warranty Information
- k) Technical Support – List all manufacturers' technical support contact information.

- l) System Riser Diagram- The diagram shall indicate the location of all associated system components.

- F.4.4 Two complete sets of as-built drawings, “size C”, to include at a minimum:
 - a) Device locations
 - b) Cable Paths
 - c) System Block Diagram
 - d) Device point to point wiring
 - e) Junction box locations
 - f) Detailed equipment list to include; manufacturer, model number, serial number, location, and if applicable, camera number.

G. PROJECT ADMINISTRATION

G.1 Work Authorization

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

G.2 Period of Performance

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

G.3 Place(s) of Performance

- G.3.1 **Ronald Dellums Federal Building and Courthouse, 1301 Clay Street, Oakland CA. 94612.**

G.4 Contacts

For contractual questions please contact:

Contracting Officer
Name: Kelly Minturn
Phone: 206 305-8485
Email: Kelly.M.Minturn@fps.dhs.gov

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

Region FPS COR/TPOC
Name: Phil Coughlin
Phone: 415-500-1995
Email: philip.j.coughlin@fps.dhs.gov

G.5 Special Scheduling Requirements

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

G.6 Contractor Access and Use of Premises

- G.6.1 Contractor personnel working at the **RONALD DELLUMS FOB & CH** shall become familiar with and follow all regulations and policies to include safety, fire, and security.
- G.6.2 Contractors shall not enter any restricted areas unless required and clearance for entry has been granted.
- G.6.3 Smoking is prohibited within and outside of the facility except in designated smoking areas.
- G.6.4 Regular working hours shall be from **6:00 a.m. – 6:00 p.m.** unless otherwise noted and approved. Planned work outside of normal working hours shall be noted in the required project plan and work schedule.
- G.6.5 Unplanned work outside of normal working hours will require forty-eight hour (two business days) notice. Notice shall be submitted in writing and shall include specific dates, hours, and justification for change to the COR/FPS PM for approval. The Contractor shall be responsible for additional costs incurred (e.g. escorts) for work outside of the normal working hours.
- G.6.6 Each contract employee shall sign in each day when reporting to work and sign out when leaving the work site at the end of each day. In addition, if leaving the work site for any reason, personnel must sign out at time of departure and sign in again upon arrival. **GSA Form 139, Record of Time of Arrival and Departure**, or similar shall be utilized for accountability purposes.

G.7 Security Requirements

- G.7.1 You are hereby notified that any dissemination, distribution, or copying is strictly prohibited.
- G.7.2 The information in this SOW (including any attachments) may contain confidential and/or law enforcement sensitive (LES) information intended for a specific individual and purpose and should be considered For Official Use Only (FOUO) DHS 11042.1 (03/05).
- G.7.3 At a minimum, the information herein shall be disseminated on a “need to know” basis and when unattended, shall be stored in a locked container or area offering sufficient protection against theft, compromise, inadvertent access and unauthorized disclosure.
- G.7.4 The Contractor shall not retain sensitive documents such as schematics, blueprints, diagrams, photos, videos etc. All documents supplied to the Contractor, by the Government for planning and bidding purposes, shall be returned in their entirety.
- G.7.5 At the completion of the installation all documents developed and/or acquired, such as, photos, videos, schematics or diagrams, redlined or final, shall be submitted to the Government as part of the final project completion and Government acceptance.
- G.7.6 Oversight and work coordination shall be performed throughout the duration of the project by FPS Inspectors, FPS PM, and/or authorized personnel as designated.
- G.7.7 Use of Camera and Video Equipment:
- a) The Contractor personnel shall receive Government approval before use of any camera or video recording equipment.
 - b) The Contractor shall ensure all photos and/or video are reviewed by the FPS Inspector and/or FPS COR/TPOC before removal from the premises.
 - c) All photos and/or videos obtained by the Contractor in conjunction with this SOW, whether electronic and/or hardcopy shall not be retained by the Contractor after the acceptance of this project by the Government.
- G.7.8 No Contractor, Contractor employee or Subcontractor employee shall be allowed to perform any work under this SOW without prior clearance being obtained from FPS. This includes management personnel visiting the site.
- G.7.9 Signing a Non-Disclosure Agreement (NDA) may be required prior to receipt of sensitive / classified information herein and submitted to CO.

G.8 Contractor Suitability Requirements

- G.8.1 The position(s) assigned to Contract employees (to include applicants, temporaries, part-time and replacement employees) under this SOW, requiring access to sensitive information, shall undergo a position sensitivity analysis based on the performed duties

under this SOW. The results of the position sensitivity analysis shall identify the appropriate level background investigation to be conducted for Contract employees. FPS Personnel Security Division (PSD) will serve as the responsible office for collecting background investigative forms and submitting completed personnel security packages to the DHS Office of Chief Security Officer for processing of fitness, suitability and security clearance adjudications for FPS Federal applicants, employees and contractors. The DHS 11000.25 form must be completed and submitted to the FPS Personnel Security Division through the FPS COR/TPOC no less than fourteen (14) days after the award the contract or thirty (30) days prior to entry on duty of any employee, whether a replacement, addition, subcontractor employee, or vendor; the remaining documents will be provided by the Government after receipt of a correctly completed DHS 11000.25 by the FPS Personnel Security Division.

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

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

G.8.3 DHS may, as it deems appropriate, authorize and grant favorable entry on duty (EOD) decision based on preliminary suitability checks. The favorable EOD decision would allow the employees to commence work temporarily prior to the completion of the full investigation. The gaining of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow. A favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from withdrawing or terminating access to Government facilities or information, at any time during the term of the contract. No employee of the Contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office.

G.8.4 Contractor employees waiting for an EOD decision may begin work on the contract provided they do not access sensitive Government information. Limited access to

Government buildings is allowable prior to the EOD decision if the Contractor is escorted by a Government employee. This limited access is to allow Contractors to attend briefings and non-recurring meetings.

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

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

G.9 GOVERNMENT ACCEPTANCE PERIOD

- G.9.1 The FPS COR/TPOC will review deliverables prior to acceptance. If the deliverable is acceptable, the COR/TPOC will send an e-mail to the Contractor notifying it that the deliverable has been accepted or if the deliverable is unacceptable, the COR will send an email to the contractor with documented reasons for non-acceptance.
- G.9.2 The FPS COR/TPOC will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted offer. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR/TPOC of the specific reasons for rejection. The Contractor shall have an opportunity to correct the rejected deliverable and return it per delivery instructions.
- G.9.3 Acceptance will be performed by FPS COR/TPOC inspection of deliverables and/or on-site inspection of work performed by the Contractor.

H. APPLICABLE STANDARDS

H.1 General

- H.1.1 DHS 4300A Sensitive Systems Handbook applies to all DHS employees, contractors, detailed personnel, others working on behalf of DHS, and users of DHS information systems that collect, generate, process, store, display, transmit, or receive DHS information unless an approved waiver has been granted. This includes prototypes, telecommunications systems, and all systems in all phases of the Systems Engineering Life Cycle (SELC).
- H.1.2 All work performed in accordance with the Statement of Work shall be accomplished in accordance with the newest versions of the following codes and standards for commercial buildings.

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

H.1.3 All hardware procured directly or in support of this action must meet applicable and appropriate EPEAT and ENERGY Star standards.

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

H.2 Accessibility Requirements (Section 508)

H.2.1 On January 18, 2018, the Revised 508 Standards went into effect. This version of the DART tool is updated to align with the Revised 508 Standards. All Section 508 contract language should be generated using the DHS Accessibility Requirements Tool 2.0 (DART) www.dhs.gov/dart

What to Expect:

- You will answer a few simple questions about what IT products and services you are buying or building.
- The tool will determine what 508 standards apply to each IT product and service you are buying based on your answers.

•At the end of the questionnaire - you will have the option to print out a list of the applicable standards, as well as recommended Section 508 language to include in your solicitation along with instructions.

DO NOT copy and paste old 508 contract language into new solicitations. The old 508 language provided by the original version of DART is not valid due to recent changes to the 508 standards. Instead – use this tool to generate your 508 solicitation language.

For questions or assistance, please contact the Accessibility Help Desk:

202-447-0440 (voice)

202-447-0582 (fax)

accessibility@hq.dhs.gov

I Accountable Property:

I.1 Definitions:

- a. Accountable Personal Property - An asset that meets one or more of the following criteria: (1) expected useful life is two years or longer and an asset value and/or acquisition cost of \$5,000 or more; (2) that is classified as sensitive; (3) for which accountability or property control records are maintained; (4) Capitalized personal property, (5) Leased property that meets accountability standards, or (6) otherwise warrants tracking in the property system of record. Current accountable personal property information may be obtained through the FPSAPO Office at FPSPropertyManagementBranch@fps.dhs.gov.
- b. Capitalized personal property - Non-expendable personal property with an acquisition cost over an established threshold and a normal life expectancy of two years or more. Current Capitalization Threshold information may be obtained through the FPSAPO Office at FPSPropertyManagementBranch@fps.dhs.gov.
- c. Contract property - All property, both real and personal, that is used in the performance of a contract, and includes facilities, material, special tooling, special test equipment, and agency-peculiar property. Contract property refers to both Contractor-Acquired Property (CAP) and GFP, in the possession of contractors.
- d. Contractor Acquired Property (CAP) - Property acquired, fabricated, or otherwise provided by the contractor for performing a contract and to which the Government has title.
- e. Excess Personal Property - Personal property under the control of any Federal agency that is not required or needed for that agency's needs, as determined by the head of the agency or designee.

- f. Government Furnished Property (GFP) - Property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract. NOTE: GFP may also be referred to as Government Furnished Equipment (GFE), the two terms are interchangeable.
- g. Leased property - Property that is not owned by DHS, but that is leased by the Government under terms as stipulated in the lease agreement (this excludes the leasing of property by contractors in the performance of a contract).
- h. Sensitive personal property - All items, regardless of value, that require special control and accountability due to unusual rates of loss, theft, or misuse; national security or export control considerations. Such property includes but is not limited to, weapons, ammunition, explosives, information technology equipment with memory capability, cameras, and communications equipment. Current sensitive personal property information may be obtained through the FPS APO Office at FPSPropertyManagementBranch@dhs.gov.

I.2 Deliverables:

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

I.3 Invoices:

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

I.4 Property Accountability:

- a. When contractors are furnished with GFP, DHS barcodes will not be removed. In all GFP cases, the Government retains title to the property
- b. It is the contractor's responsibility to use contract property as it was authorized, and for the purpose intended. In the event the contractor uses contract property for other purposes without written authorization from the CO, the contractor may be

liable for rental, without credit, of such items for each month or part of a month in which such unauthorized use occurs.

- c. Contractor is directly responsible and accountable for all contract property in its possession in accordance with the requirements of the particular contract; this also includes any contract property in the possession or control of a subcontractor.

I.5 Physical inventory:

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

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

I.6 Property Disposal:

- a All documentation and goods are the property of the United States Government and, if applicable, the contractor shall return or destroy appropriately upon request. The contractor shall comply with applicable government rules and regulations for disposal of government property. Further, the contractor shall provide necessary information to the PA, COR and the FPS IT Property team at FPSPropertyManagementBranch@fps.dhs.gov for all excess property prior to taking any action.

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

- a Unless otherwise provided in the contract, the contractor is liable for LDD of contract property, except for reasonable wear and tear.
- b Any occurrence of LDD must be investigated and fully documented by the PA and/or COR, who will promptly notify the CO. The contractor will submit a report of any incident of LDD contract property to the PA in accordance with FAR § 45.504, "Contractor's Liability," and as detailed below, as soon as it becomes known.
- c When GFP or CAP property is LDD, the Contractor must report within 24 hours of discovery of the event to the COR who will initiate a Report of Survey. This

document will be obtained from FPS IT Property team at FPSPropertyManagementBranch@fps.dhs.gov.

- d A Report of Survey will be prepared, regardless of whether or not preliminary research of a LDD event indicates positive evidence of negligence, misconduct, or unauthorized use and the responsible individual refuses to admit pecuniary liability.
- e The Contractor must forward this document with all supporting documentation to the PA or COR within 5 business days of the LDD event for review.
- f The PA and/or COR must submit the completed package to FPSPropertyManagementBranch@fps.dhs.gov within 5 business days of receipt from the Contractor.
- g Contractor, PA and/or COR must supply all requested information and any subsequent requests for information.

J. INFORMATION TECHNOLOGY SECURITY

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

DHS Directive 4300A outlines the management, operational and technical baseline security requirements (BLSR) for DHS Components to ensure confidentiality, integrity, availability, authenticity, and non-repudiation of sensitive information systems. The directive was developed in accordance with various Executive orders, public laws, and national policy, including the Federal Information Security Management Act (FISMA) of 2002, various National Institute of Standards and Technology (NIST) publications, and the Office of Management and Budget (OMB) Circular A-130, Management of Federal Information Resources. The 4300A Handbook provides greater detail of the BLSRs, including the roles and responsibilities associated with each, including the requirements outlined in Appendix J, to describe the necessary

controls, which are the administrative, technical, and physical safeguards employed to protect and ensure the proper handling of Personally Identifiable Information (PII).

J.1 Security Certification/Accreditation

- J.1.1 FPS shall provide personnel with the appropriate clearance levels to support the security certification/accreditation processes under this Agreement in accordance with DHS MD 4300A, DHS Sensitive Systems Policy and Handbook. FPS Technical Security

Program Manager's and FPS Cyber personnel are authorized to inspect and modify the VSS to meet agency mission requirements.

J.2 Security Review and Reporting

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

J.3 Continuous Monitoring

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

1. Asset Management

Equipment inventory is covered in Sec F.4.3. The provided DHS asset labels will be affixed to the corresponding device on the hardware inventory. The hardware inventory will contain: Asset Type, Make, Model, DHS Asset Label#, Serial Number, IP Address, Firmware/OS version, ports/protocols, as well as Physical Location.

2. Vulnerability Management

Reference Section C.6

3. Configuration Management

A full set of documentation will be delivered to FPS documenting system configuration, user accounts, copies of all installed software and licenses, network diagrams and blueprints.

4. Malware Management

Anti-virus software shall be included as part of the VSS installations with up-to-date virus definitions (at the time of installation acceptance). The anti-virus software must be capable of

being update ‘offline’ from the internet. The use of anti-virus software that is included with the operating system is acceptable.

5. Log Integration

Reference Section E.14 for logging and audit requirements

6. Security Information Event Management (SIEM) Integration

No additional SIEM requirements or software is required. Applicable devices must have native logging enabled as described in Section E.14

J.4 NOTIFICATION AND CREDIT MONITORING REQUIREMENTS FOR PERSONALLY IDENTIFIABLE INFORMATION INCIDENTS (JULY 2023)

(a) *Definitions.* Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to 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; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, the DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(1) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver’s license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(2) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual’s name or other unique identifier plus one or more of the following elements:

- (i) Truncated SSN (such as last 4 digits);
- (ii) Date of birth (month, day, and year);
- (iii) Citizenship or immigration status;
- (iv) Ethnic or religious affiliation;
- (v) Sexual orientation;
- (vi) Criminal history;
- (vii) Medical information; and
- (viii) System authentication information, such as mother’s birth name, account passwords, or personal identification numbers (PINs).

(3) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) PII and SPII Notification Requirements.

(1) No later than 5 business days after being directed by the Contracting Officer, or as otherwise required by applicable law, the Contractor shall notify any individual whose PII or SPII was either under the control of the Contractor or resided in an information system under control of the Contractor at the time the incident occurred. The method and content of any notification by the Contractor shall be coordinated with, and subject to prior written approval by, the Contracting Officer. The Contractor shall not proceed with notification unless directed in writing by the Contracting Officer.

(2) All determinations by the Department related to notifications to affected individuals and/or Federal agencies and related services (e.g., credit monitoring) will be made in writing by the Contracting Officer.

(3) Subject to government analysis of the incident and direction to the Contractor regarding any resulting notification, the notification method may consist of letters to affected individuals sent by first-class mail, electronic means, or general public notice, as approved by the Government. Notification may require the Contractor's use of address verification and/or address location services. At a minimum, the notification shall include:

- (i) A brief description of the incident;
- (ii) A description of the types of PII or SPII involved;
- (iii) A statement as to whether the PII or SPII was encrypted or protected by other means;
- (iv) Steps individuals may take to protect themselves;
- (v) What the Contractor and/or the Government are doing to investigate the incident, mitigate the incident, and protect against any future incidents; and
- (vi) Information identifying who individuals may contact for additional information.

(c) Credit Monitoring Requirements. The Contracting Officer may direct the Contractor to:

- (1) Provide notification to affected individuals as described in paragraph (b).
- (2) Provide credit monitoring services to individuals whose PII or SPII was under the control of the Contractor or resided in the information system at the time of the incident for a period beginning the date of the incident and extending not less than 18 months from the date the individual is notified. Credit monitoring services shall be provided from a company with which the Contractor has no affiliation. At a minimum, credit monitoring services shall include:

- (i) Triple credit bureau monitoring;
 - (ii) Daily customer service;
 - (iii) Alerts provided to the individual for changes and fraud; and
 - (iv) Assistance to the individual with enrollment in the services and the use of fraud alerts.
- (3) Establish a dedicated call center. Call center services shall include:
- (i) A dedicated telephone number to contact customer service within a fixed period;
 - (ii) Information necessary for registrants/enrollees to access credit reports and credit scores;
 - (iii) Weekly reports on call center volume, issue escalation (i.e., those calls that cannot be handled by call center staff and must be resolved by call center management or DHS, as appropriate), and other key metrics;

- (iv) Escalation of calls that cannot be handled by call center staff to call center management or DHS, as appropriate;
- (v) Customized Frequently Asked Questions, approved in writing by the Contracting Officer in coordination with the Component or Headquarters Privacy Officer; and
- (vi) Information for registrants to contact customer service representatives and fraud resolution representatives for credit monitoring assistance.

J.5 Contractor employee access.

As prescribed in (HSAR) 48 CFR 3004.470-4(a), insert the following clause with appropriate alternates:

CONTRACTOR EMPLOYEE ACCESS (JULY 2023)

(a) *Controlled Unclassified Information (CUI)* is any information the Government creates or possesses, or an entity creates or possesses for or on behalf of the Government (other than classified information) that a law, regulation, or Governmentwide policy requires or permits an agency to handle using safeguarding or dissemination controls. This definition includes the following CUI categories and subcategories of information:

(1) Chemical-terrorism Vulnerability Information (CVI) as defined in 6 CFR part 27, “Chemical Facility Anti-Terrorism Standards,” and as further described in supplementary guidance issued by an authorized official of the Department of Homeland Security (including the Revised Procedural Manual “Safeguarding Information Designated as Chemical-Terrorism Vulnerability Information” dated September 2008);

(2) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (title XXII, subtitle B of the Homeland Security Act of 2002 as amended through Pub. L. 116–283), PCII’s implementing regulations (6 CFR part 29), the PCII Program Procedures Manual, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security, the PCII Program Manager, or a PCII Program Manager Designee;

(3) Sensitive Security Information (SSI) as defined in 49 CFR part 1520, “Protection of Sensitive Security Information,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or designee), including Department of Homeland Security MD 11056.1, “Sensitive Security Information (SSI)” and, within the Transportation Security Administration, TSA MD 2810.1, “SSI Program”;

(4) Homeland Security Agreement Information means information the Department of Homeland Security receives pursuant to an agreement with State, local, Tribal, territorial, or private sector partners that is required to be protected by that agreement. The Department receives this information in furtherance of the missions of the Department, including, but not limited to, support of the Fusion Center Initiative and activities for cyber information sharing consistent with the Cybersecurity Information Sharing Act of 2015;

(5) Homeland Security Enforcement Information means unclassified information of a sensitive nature lawfully created, possessed, or transmitted by the Department of Homeland Security in furtherance of its immigration, customs, and other civil and criminal enforcement missions, the unauthorized disclosure of which could adversely impact the mission of the Department;

(6) International Agreement Information means information the Department of Homeland Security receives that is required to be protected by an information sharing agreement or arrangement with a foreign government, an international organization of governments or any element thereof, an international or foreign public or judicial body, or an international or foreign private or non-governmental organization;

(7) Information Systems Vulnerability Information (ISVI) means:

(i) Department of Homeland Security information technology (IT) systems data revealing infrastructure used for servers, desktops, and networks; applications name, version, and release; switching, router, and gateway information; interconnections and access methods; and mission or business use/need. Examples of ISVI are systems inventories and enterprise architecture models. Information pertaining to national security systems and eligible for classification under Executive Order 13526 will be classified as appropriate; and/or

(ii) Information regarding developing or current technology, the release of which could hinder the objectives of the Department, compromise a technological advantage or countermeasure, cause a denial of service, or provide an adversary with sufficient information to clone, counterfeit, or circumvent a process or system;

(8) Operations Security Information means Department of Homeland Security information that could be collected, analyzed, and exploited by a foreign adversary to identify intentions, capabilities, operations, and vulnerabilities that threaten operational security for the missions of the Department;

(9) Personnel Security Information means information that could result in physical risk to Department of Homeland Security personnel or other individuals whom the Department is responsible for protecting;

(10) Physical Security Information means reviews or reports illustrating or disclosing facility infrastructure or security vulnerabilities related to the protection of Federal buildings, grounds, or property. For example, threat assessments, system security plans, contingency plans, risk management plans, business impact analysis studies, and certification and accreditation documentation;

(11) Privacy Information includes both Personally Identifiable Information (PII) and Sensitive Personally Identifiable Information (SPII). PII refers to 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; and SPII is a subset of PII that if lost, compromised, or disclosed without authorization could result in substantial harm, embarrassment, inconvenience, or unfairness to an individual. To determine whether information is PII, DHS will perform an assessment of the specific risk that an individual can be identified using the information with other information that is linked or linkable to the individual. In performing this assessment, it is important to recognize that information that is not PII can become PII whenever additional information becomes available, in any medium or from any source, that would make it possible to identify an individual. Certain data elements are particularly sensitive and may alone present an increased risk of harm to the individual.

(i) Examples of stand-alone PII that are particularly sensitive include: Social Security numbers (SSNs), driver's license or State identification numbers, Alien Registration Numbers (A-numbers), financial account numbers, and biometric identifiers.

(ii) Multiple pieces of information may present an increased risk of harm to the individual when combined, posing an increased risk of harm to the individual. SPII may also consist of any grouping of information that contains an individual's name or other unique identifier plus one or more of the following elements:

- (A) Truncated SSN (such as last 4 digits);
- (B) Date of birth (month, day, and year);
- (C) Citizenship or immigration status;
- (D) Ethnic or religious affiliation;
- (E) Sexual orientation;
- (F) Criminal history;
- (G) Medical information; and
- (H) System authentication information, such as mother's birth name, account passwords, or personal identification numbers (PINs).

(iii) Other PII that may present an increased risk of harm to the individual depending on its context, such as a list of employees and their performance ratings or an unlisted home address or phone number. The context includes the purpose for which the PII was collected, maintained, and used. This assessment is critical because the same information in different contexts can reveal additional information about the impacted individual.

(b) *Information Resources* means information and related resources, such as personnel, equipment, funds, and information technology.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted or subject to other investigations as required. All Contractor employees requiring recurring access to government facilities or access to CUI or information resources are required to have a favorably adjudicated background investigation prior to commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to CUI. The Contractor shall access and use CUI only for the purpose of furnishing advice or assistance directly to the Government in support of the Government's activities, and shall not disclose, orally or in writing, CUI for any other purpose to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized to access CUI, the Contractor shall ensure that these persons receive initial and refresher training concerning the protection and disclosure of CUI. Initial training shall be completed within 60 days of contract award and refresher training shall be completed every 2 years thereafter.

(f) The Contractor shall include this clause in all subcontracts at any tier where the subcontractor may have access to government facilities, CUI, or information resources.

ALTERNATE I (JULY 2023)

When the contract will require Contractor employees to have access to information resources, add the following paragraphs:

(g) Before receiving access to information resources under this contract, the individual must complete a security briefing; additional training for specific categories of CUI, if identified in the contract; and any nondisclosure agreement furnished by DHS. The Contracting Officer's Representative (COR) will arrange the security briefing and any additional training required for specific categories of CUI.

(h) The Contractor shall have access only to those areas of DHS information resources explicitly stated in this contract or approved by the COR in writing as necessary for performance of the work under this contract. Any attempts by Contractor personnel to gain access to any information resources not expressly authorized by the terms and conditions in this contract, or as approved in writing by the COR, are strictly prohibited. In the event of violation of this provision, DHS will take appropriate actions with regard to the contract and the individual(s) involved.

(i) Contractor access to DHS networks from a remote location is a temporary privilege for mutual convenience while the Contractor performs business for DHS. It is not a right, a guarantee of access, a condition of the contract, or government-furnished equipment (GFE).

(j) Contractor access will be terminated for unauthorized use. The Contractor agrees to hold and save DHS harmless from any unauthorized use and agrees not to request additional time or money under the contract for any delays resulting from unauthorized use or access.

(k) Non-U.S. citizens shall not be authorized to access or assist in the development, operation, management, or maintenance of Department IT systems under the contract, unless a waiver has been granted by the Head of the Component or designee, with the concurrence of both the Department's Chief Security Officer (CSO) and the Chief Information Officer (CIO) or their designees. Within DHS Headquarters, the waiver may be granted only with the approval of both the CSO and the CIO or their designees. In order for a waiver to be granted:

(1) There must be a compelling reason for using this individual as opposed to a U.S. citizen; and

(2) The waiver must be in the best interest of the Government.

(l) Contractors shall identify in their offers the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.

Alternate II (JULY 2023)

When the Department has determined contract employee access to controlled unclassified information or Government facilities must be limited to U.S. citizens and lawful permanent residents, but the contract will not require access to information resources, add the following paragraphs:

(g) Each individual employed under the contract shall be a citizen of the United States of America, or an alien who has been lawfully admitted for permanent residence as evidenced by a Permanent Resident Card (USCIS I-551). Any exceptions must be approved by the Department's Chief Security Officer or designee.

(h) Contractors shall identify in their offers, the names and citizenship of all non-U.S. citizens proposed to work under the contract. Any additions or deletions of non-U.S. citizens after contract award shall also be reported to the Contracting Officer.





"REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director	Division of Wage Determinations	Wage Determination No.: 2015-5623 Revision No.: 23 Date Of Last Revision: 05/02/2024

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

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

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

State: California

Area: California Counties of Alameda, Contra Costa

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		23.78
01012 - Accounting Clerk II		26.69
01013 - Accounting Clerk III		29.85
01020 - Administrative Assistant		46.70
01035 - Court Reporter		62.05
01041 - Customer Service Representative I		20.32
01042 - Customer Service Representative II		22.17
01043 - Customer Service Representative III		24.88
01051 - Data Entry Operator I		21.43
01052 - Data Entry Operator II		23.38
01060 - Dispatcher, Motor Vehicle		29.13
01070 - Document Preparation Clerk		20.57
01090 - Duplicating Machine Operator		20.57
01111 - General Clerk I		20.58
01112 - General Clerk II		22.46
01113 - General Clerk III		25.22
01120 - Housing Referral Assistant		31.71
01141 - Messenger Courier		23.05
01191 - Order Clerk I		21.34
01192 - Order Clerk II		23.29
01261 - Personnel Assistant (Employment) I		24.85
01262 - Personnel Assistant (Employment) II		27.79
01263 - Personnel Assistant (Employment) III		30.98
01270 - Production Control Clerk		33.35

01290 - Rental Clerk	22.10
01300 - Scheduler, Maintenance	25.43
01311 - Secretary I	25.43
01312 - Secretary II	28.45
01313 - Secretary III	31.71
01320 - Service Order Dispatcher	24.50
01410 - Supply Technician	46.70
01420 - Survey Worker	28.86
01460 - Switchboard Operator/Receptionist	22.24
01531 - Travel Clerk I	24.40
01532 - Travel Clerk II	26.57
01533 - Travel Clerk III	29.01
01611 - Word Processor I	26.14
01612 - Word Processor II	29.33
01613 - Word Processor III	32.81
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	30.09
05010 - Automotive Electrician	30.12
05040 - Automotive Glass Installer	28.50
05070 - Automotive Worker	28.50
05110 - Mobile Equipment Servicer	25.13
05130 - Motor Equipment Metal Mechanic	31.76
05160 - Motor Equipment Metal Worker	28.50
05190 - Motor Vehicle Mechanic	31.76
05220 - Motor Vehicle Mechanic Helper	23.22
05250 - Motor Vehicle Upholstery Worker	26.88
05280 - Motor Vehicle Wrecker	28.50
05310 - Painter, Automotive	30.12
05340 - Radiator Repair Specialist	28.50
05370 - Tire Repairer	21.61
05400 - Transmission Repair Specialist	31.76
07000 - Food Preparation And Service Occupations	
07010 - Baker	20.93
07041 - Cook I	22.93
07042 - Cook II	26.00
07070 - Dishwasher	19.01
07130 - Food Service Worker	19.17
07210 - Meat Cutter	22.03
07260 - Waiter/Waitress	18.03
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	29.69
09040 - Furniture Handler	15.94***
09080 - Furniture Refinisher	24.84
09090 - Furniture Refinisher Helper	19.15
09110 - Furniture Repairer, Minor	22.16
09130 - Upholsterer	25.97
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	19.40
11060 - Elevator Operator	20.06
11090 - Gardener	28.97
11122 - Housekeeping Aide	20.81
11150 - Janitor	20.81
11210 - Laborer, Grounds Maintenance	22.29
11240 - Maid or Houseman	21.68
11260 - Pruner	20.05
11270 - Tractor Operator	26.77
11330 - Trail Maintenance Worker	22.29
11360 - Window Cleaner	23.13
12000 - Health Occupations	
12010 - Ambulance Driver	24.06
12011 - Breath Alcohol Technician	36.06
12012 - Certified Occupational Therapist Assistant	46.60
12015 - Certified Physical Therapist Assistant	44.92
12020 - Dental Assistant	30.33
12025 - Dental Hygienist	66.08
12030 - EKG Technician	43.42
12035 - Electroneurodiagnostic Technologist	43.42
12040 - Emergency Medical Technician	24.06
12071 - Licensed Practical Nurse I	32.24
12072 - Licensed Practical Nurse II	36.06
12073 - Licensed Practical Nurse III	40.22
12100 - Medical Assistant	28.74

12130 - Medical Laboratory Technician	38.31
12160 - Medical Record Clerk	31.02
12190 - Medical Record Technician	34.70
12195 - Medical Transcriptionist	25.94
12210 - Nuclear Medicine Technologist	85.55
12221 - Nursing Assistant I	17.58
12222 - Nursing Assistant II	19.78
12223 - Nursing Assistant III	21.58
12224 - Nursing Assistant IV	24.22
12235 - Optical Dispenser	28.22
12236 - Optical Technician	27.26
12250 - Pharmacy Technician	29.56
12280 - Phlebotomist	27.06
12305 - Radiologic Technologist	65.43
12311 - Registered Nurse I	49.13
12312 - Registered Nurse II	60.10
12313 - Registered Nurse II, Specialist	60.10
12314 - Registered Nurse III	72.70
12315 - Registered Nurse III, Anesthetist	72.70
12316 - Registered Nurse IV	87.14
12317 - Scheduler (Drug and Alcohol Testing)	44.69
12320 - Substance Abuse Treatment Counselor	29.86
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	25.45
13012 - Exhibits Specialist II	31.05
13013 - Exhibits Specialist III	37.98
13041 - Illustrator I	29.13
13042 - Illustrator II	36.07
13043 - Illustrator III	44.14
13047 - Librarian	45.23
13050 - Library Aide/Clerk	27.69
13054 - Library Information Technology Systems Administrator	40.84
13058 - Library Technician	29.38
13061 - Media Specialist I	29.47
13062 - Media Specialist II	32.97
13063 - Media Specialist III	36.75
13071 - Photographer I	23.80
13072 - Photographer II	26.63
13073 - Photographer III	33.00
13074 - Photographer IV	40.35
13075 - Photographer V	48.82
13090 - Technical Order Library Clerk	32.51
13110 - Video Teleconference Technician	31.24
14000 - Information Technology Occupations	
14041 - Computer Operator I	27.83
14042 - Computer Operator II	31.13
14043 - Computer Operator III	34.72
14044 - Computer Operator IV	38.58
14045 - Computer Operator V	42.72
14071 - Computer Programmer I	(see 1)
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	27.83
14160 - Personal Computer Support Technician	38.58
14170 - System Support Specialist	43.12
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	46.95
15020 - Aircrew Training Devices Instructor (Rated)	56.80
15030 - Air Crew Training Devices Instructor (Pilot)	68.08
15050 - Computer Based Training Specialist / Instructor	46.95
15060 - Educational Technologist	43.63
15070 - Flight Instructor (Pilot)	68.08
15080 - Graphic Artist	44.41
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	68.08
15086 - Maintenance Test Pilot, Rotary Wing	68.08
15088 - Non-Maintenance Test/Co-Pilot	68.08
15090 - Technical Instructor	33.96

15095 - Technical Instructor/Course Developer	41.54
15110 - Test Proctor	27.42
15120 - Tutor	27.42
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	21.57
16030 - Counter Attendant	21.57
16040 - Dry Cleaner	24.65
16070 - Finisher, Flatwork, Machine	21.57
16090 - Presser, Hand	21.57
16110 - Presser, Machine, Drycleaning	21.57
16130 - Presser, Machine, Shirts	21.57
16160 - Presser, Machine, Wearing Apparel, Laundry	21.57
16190 - Sewing Machine Operator	25.67
16220 - Tailor	26.70
16250 - Washer, Machine	22.60
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	29.05
19040 - Tool And Die Maker	35.85
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	25.49
21030 - Material Coordinator	33.35
21040 - Material Expediter	33.35
21050 - Material Handling Laborer	22.25
21071 - Order Filler	20.93
21080 - Production Line Worker (Food Processing)	25.49
21110 - Shipping Packer	22.58
21130 - Shipping/Receiving Clerk	22.58
21140 - Store Worker I	20.55
21150 - Stock Clerk	26.68
21210 - Tools And Parts Attendant	25.49
21410 - Warehouse Specialist	25.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	44.10
23019 - Aircraft Logs and Records Technician	35.51
23021 - Aircraft Mechanic I	41.96
23022 - Aircraft Mechanic II	44.10
23023 - Aircraft Mechanic III	45.96
23040 - Aircraft Mechanic Helper	30.68
23050 - Aircraft, Painter	39.80
23060 - Aircraft Servicer	35.51
23070 - Aircraft Survival Flight Equipment Technician	39.80
23080 - Aircraft Worker	37.65
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	37.65
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	41.96
23110 - Appliance Mechanic	28.11
23120 - Bicycle Repairer	23.69
23125 - Cable Splicer	64.66
23130 - Carpenter, Maintenance	38.33
23140 - Carpet Layer	33.40
23160 - Electrician, Maintenance	50.38
23181 - Electronics Technician Maintenance I	38.82
23182 - Electronics Technician Maintenance II	41.03
23183 - Electronics Technician Maintenance III	43.26
23260 - Fabric Worker	37.83
23290 - Fire Alarm System Mechanic	33.34
23310 - Fire Extinguisher Repairer	34.29
23311 - Fuel Distribution System Mechanic	50.00
23312 - Fuel Distribution System Operator	39.53
23370 - General Maintenance Worker	29.52
23380 - Ground Support Equipment Mechanic	41.96
23381 - Ground Support Equipment Servicer	35.51
23382 - Ground Support Equipment Worker	37.65
23391 - Gunsmith I	34.29
23392 - Gunsmith II	38.88
23393 - Gunsmith III	43.34
23410 - Heating, Ventilation And Air-Conditioning Mechanic	35.79
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	37.61
23430 - Heavy Equipment Mechanic	40.35

23440 - Heavy Equipment Operator	51.60
23460 - Instrument Mechanic	45.53
23465 - Laboratory/Shelter Mechanic	41.11
23470 - Laborer	22.25
23510 - Locksmith	28.95
23530 - Machinery Maintenance Mechanic	40.96
23550 - Machinist, Maintenance	31.54
23580 - Maintenance Trades Helper	22.09
23591 - Metrology Technician I	45.53
23592 - Metrology Technician II	47.85
23593 - Metrology Technician III	49.87
23640 - Millwright	47.45
23710 - Office Appliance Repairer	30.30
23760 - Painter, Maintenance	30.71
23790 - Pipefitter, Maintenance	41.10
23810 - Plumber, Maintenance	38.96
23820 - Pneudraulic Systems Mechanic	43.34
23850 - Rigger	42.88
23870 - Scale Mechanic	38.88
23890 - Sheet-Metal Worker, Maintenance	43.27
23910 - Small Engine Mechanic	25.63
23931 - Telecommunications Mechanic I	38.73
23932 - Telecommunications Mechanic II	40.71
23950 - Telephone Lineman	46.82
23960 - Welder, Combination, Maintenance	29.52
23965 - Well Driller	36.77
23970 - Woodcraft Worker	43.34
23980 - Woodworker	34.29
24000 - Personal Needs Occupations	
24550 - Case Manager	25.47
24570 - Child Care Attendant	21.16
24580 - Child Care Center Clerk	26.40
24610 - Chore Aide	16.73***
24620 - Family Readiness And Support Services Coordinator	25.47
24630 - Homemaker	25.47
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	55.09
25040 - Sewage Plant Operator	49.98
25070 - Stationary Engineer	55.09
25190 - Ventilation Equipment Tender	40.28
25210 - Water Treatment Plant Operator	49.98
27000 - Protective Service Occupations	
27004 - Alarm Monitor	50.29
27007 - Baggage Inspector	21.34
27008 - Corrections Officer	45.89
27010 - Court Security Officer	49.35
27030 - Detection Dog Handler	30.14
27040 - Detention Officer	45.89
27070 - Firefighter	52.80
27101 - Guard I	21.34
27102 - Guard II	30.14
27131 - Police Officer I	58.36
27132 - Police Officer II	64.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	24.54
28042 - Carnival Equipment Repairer	26.55
28043 - Carnival Worker	18.38
28210 - Gate Attendant/Gate Tender	24.72
28310 - Lifeguard	18.57
28350 - Park Attendant (Aide)	27.65
28510 - Recreation Aide/Health Facility Attendant	20.19
28515 - Recreation Specialist	34.26
28630 - Sports Official	22.03
28690 - Swimming Pool Operator	30.11
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	39.53
29020 - Hatch Tender	39.53
29030 - Line Handler	39.53
29041 - Stevedore I	37.27
29042 - Stevedore II	41.78
30000 - Technical Occupations	

30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	56.27
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	38.81
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	42.74
30021 - Archeological Technician I	24.86
30022 - Archeological Technician II	27.80
30023 - Archeological Technician III	34.44
30030 - Cartographic Technician	34.44
30040 - Civil Engineering Technician	46.48
30051 - Cryogenic Technician I	38.13
30052 - Cryogenic Technician II	42.12
30061 - Drafter/CAD Operator I	24.86
30062 - Drafter/CAD Operator II	27.80
30063 - Drafter/CAD Operator III	30.99
30064 - Drafter/CAD Operator IV	38.15
30081 - Engineering Technician I	20.77
30082 - Engineering Technician II	23.30
30083 - Engineering Technician III	26.07
30084 - Engineering Technician IV	32.30
30085 - Engineering Technician V	39.51
30086 - Engineering Technician VI	47.80
30090 - Environmental Technician	34.94
30095 - Evidence Control Specialist	34.43
30210 - Laboratory Technician	33.89
30221 - Latent Fingerprint Technician I	45.41
30222 - Latent Fingerprint Technician II	50.16
30240 - Mathematical Technician	52.55
30361 - Paralegal/Legal Assistant I	26.57
30362 - Paralegal/Legal Assistant II	32.93
30363 - Paralegal/Legal Assistant III	40.28
30364 - Paralegal/Legal Assistant IV	48.73
30375 - Petroleum Supply Specialist	42.12
30390 - Photo-Optics Technician	35.89
30395 - Radiation Control Technician	42.12
30461 - Technical Writer I	40.74
30462 - Technical Writer II	49.84
30463 - Technical Writer III	60.29
30491 - Unexploded Ordnance (UXO) Technician I	35.77
30492 - Unexploded Ordnance (UXO) Technician II	43.27
30493 - Unexploded Ordnance (UXO) Technician III	51.87
30494 - Unexploded (UXO) Safety Escort	35.77
30495 - Unexploded (UXO) Sweep Personnel	35.77
30501 - Weather Forecaster I	38.13
30502 - Weather Forecaster II	46.38
30620 - Weather Observer, Combined Upper Air Or (see 2)	30.99
Surface Programs	
30621 - Weather Observer, Senior (see 2)	34.43
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	43.27
31020 - Bus Aide	26.22
31030 - Bus Driver	36.45
31043 - Driver Courier	21.54
31260 - Parking and Lot Attendant	19.05
31290 - Shuttle Bus Driver	23.14
31310 - Taxi Driver	17.93
31361 - Truckdriver, Light	23.31
31362 - Truckdriver, Medium	24.93
31363 - Truckdriver, Heavy	30.17
31364 - Truckdriver, Tractor-Trailer	30.17
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	21.10
99030 - Cashier	18.55
99050 - Desk Clerk	20.17
99095 - Embalmer	33.15
99130 - Flight Follower	35.77
99251 - Laboratory Animal Caretaker I	21.65
99252 - Laboratory Animal Caretaker II	23.43
99260 - Marketing Analyst	51.34
99310 - Mortician	29.47
99410 - Pest Controller	22.97
99510 - Photofinishing Worker	22.97
99710 - Recycling Laborer	38.60
99711 - Recycling Specialist	46.15

99730 - Refuse Collector	34.73
99810 - Sales Clerk	19.32
99820 - School Crossing Guard	25.31
99830 - Survey Party Chief	45.28
99831 - Surveying Aide	27.24
99832 - Surveying Technician	39.83
99840 - Vending Machine Attendant	19.07
99841 - Vending Machine Repairer	23.40
99842 - Vending Machine Repairer Helper	19.07

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20 per hour) or 13658 (\$12.90 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands. The minimum wage requirements of Executive Order 14026 also are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.98 per hour, up to 40 hours per week, or \$199.20 per week or \$863.20 per month

HEALTH & WELFARE EO 13706: \$4.57 per hour, up to 40 hours per week, or \$182.80 per week, or \$792.13 per month*

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

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 25 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

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

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

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer

Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

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

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

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

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

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

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

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

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by

laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

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

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

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

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

ATTACHMENT C

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



PAST PERFORMANCE PROJECT FORM

Instructions for Completing the Past Project Form

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

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

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

ATTACHMENT C

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

ATTACHMENT C

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

Federal Protective Service
Western Consolidated Contracting Group
1102 15th St. SW, Suite 105
Auburn, WA 98001



**Homeland
Security**

PAST PERFORMANCE QUESTIONNAIRE

Solicitation: **70RFPW24QW9000004**

NAME OF CONTRACTOR REQUESTING THE REFERENCE:

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

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

Upon completion of the survey, PLEASE EMAIL to Gil Olivas at Gilbert.Olivas@fps.gov and wccg@hq.dhs.gov. If you have any questions, please submit in writing to both addresses listed. We appreciate your efforts on our behalf.

CONTRACT NO. OR PROJECT TITLE:

PERIOD OF PERFORMANCE:

TOTAL PROJECT VALUE (TO DATE):

NAME:

TITLE:

COMPANY:

TELEPHONE:

EMAIL:

ATTACHMENT D

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

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

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

Comments:

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

Comments:

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

Comments:

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

Comments:

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

Comments:

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

Comments:

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

Comments:

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

Comments:

ATTACHMENT D

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

CONTRACTOR QUOTATION CHECKLIST

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

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

PART I – Compliance with Technical Specifications

- ☐ The Contractor shall provide an Itemized List of all Contractor furnished equipment without pricing. Please make sure to include brand/manufacturer and model for each piece of equipment quoted.
- ☐ The Contractor shall provide its ISO 9001-2015 certification with their offer.
- ☐ Contractor shall provide cut sheets for all proposed equipment that shall correspond to all equipment listed on the Itemized List mentioned above – all cut sheets shall be on one (1) file. The Contractor shall not separate equipment cut sheets into individual files.

PART II – Price Submission

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

PART III – Contract Documentation/Representations & Certifications

- ☐ **Amendments** - If amendments have been issued, the offeror shall acknowledge each amendment by any of the three (3) methods prescribed in block 11 of the amendment form (SF30); (a) By completing blocks 8, 15a, 15b, 15c and returning one (1) copy of the amendment, (b) By acknowledging receipt of this amendment on each copy of the offer submitted, (c) By separate letter which includes a reference to the solicitation and amendment numbers.
- ☐ The Contractor shall complete 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, per the clause instructions. 52.212-3 has been provided within the "Instructions to Offerors" section of the Request for Quotation (RFQ) package. The only exception to the Contractor filling out the attached Reps & Certs is if the Contractor is already represented and certified via SAM.gov (System of Award Management). This is solely the responsibility of the Contractor to ensure their company is properly represented and certified.
- ☐ Contractors shall provide current copies of all licenses required by state and local municipalities and a current Certificate of Insurance with quote.

PART IV – Checklist Submission

- ☐ The Contractor shall sign this document, “Attachment E – Contractor Quotation Checklist” and shall submit the signed Attachment under Part IV of the Contractor’s quotation.

PART V – Past Performance (OPTIONAL)

- ☐ The Contractor **may** submit recent and relevant past performance as outlined within the Instructions to Offerors Section 3, Paragraph 5.

There will be **two (2) submissions within the one (1) email** sent to gilbert.olivas@fps.dhs.gov and wccg@hq.dsh.gov via the instructions listed in the “Instructions to Offerors, Part 1. SUBMISSION OF ELECTRONIC QUOTATIONS”:

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

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

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

Signed by (print name and title):

Date:

Signature:

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

52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (SEP 2023) (TAILORED)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the [SF 1449](#), letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) [52.212-3](#) (see FAR [52.212-3\(b\)](#) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the [SF 1449](#), include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 90 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR [subpart 4.10](#)), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers. (1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without communications with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received. The Government reserves the right to contact any offeror at any point to request additional information regarding their offer.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves

the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101–29, and copies of Federal specifications, standards, and product descriptions can be downloaded from the ASSIST website at <https://assist.dla.mil>.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained from the address in paragraph (i)(1)(i) of this provision.

(2) Most unclassified Defense specifications and standards may be downloaded from the ASSIST website at <https://assist.dla.mil>.

(3) Defense documents not available from the ASSIST website may be requested from the Defense Standardization Program Office by—

(i) Using the ASSIST feedback module (<https://assist.dla.mil/feedback>); or

(ii) Contacting the Defense Standardization Program Office by telephone at 571–767–6688 or email at assisthelp@dlamail.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR [subpart 32.11](#)) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(End of provision)

ADDENDUM TO FAR 52.212-1

INSTRUCTIONS TO OFFERORS – COMMERCIAL ITEMS

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

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

To: gilbert.olivas@fps.dhs.gov wccg@hq.dhs.gov

- b) Offerors shall submit their signed quotations as “PDF” documents except when specified otherwise.
- c) Each electronic file shall be clearly named in accordance with the solicitation provisions. The offeror’s electronic quotation shall be submitted according to the requirements set forth below:
 - (1) The entire quotation shall be submitted in .PDF format.
 - (2) Adobe Acrobat shall be used to create the “PDF” files.
 - (3) In order to facilitate secure transmission, it is recommended that emailed files are compressed (zipped) into one, ZIP file using WinZip.
 - (4) The WinZip password shall be submitted under a separate email by the closing date and time of this solicitation.
 - (5) Proposal submissions containing links to SharePoint or similar sites will not be accepted.
 - (6) All submissions shall include **70RFPW24QW9000004** in the subject line of the email.
- d) Quotations submitted electronically will be considered late unless the offeror completes the entire transmission of the quotation before the closing date and time for receipt of quotations under this solicitation. Late quotations may not be eligible for award.

Quotation transmission must be submitted by 08/14/2024 at 0900 PST.

2. SITE VISIT AND QUESTIONS:

- a) A **one-time only** site visit will be offered for **70RFPW24QW9000004**. The site visit will be conducted on **07/18/2024 at 0900 PST**.

Offerors shall email Gil Olivas at gilbert.olivas@fps.dhs.gov and by 0900 PT on 07/17/2024 if they plan on attending the site visit.

- b) Any Offeror asked questions shall be submitted **in writing, via email** by **0900 PST on 07/22/2024** to the Contract Specialist, Gil Olivas, gilbert.olivas@fps.dhs.gov and wccg@hq.dhs.gov, who under the advisement of FPS Electronic Security Specialist, Phil Coughlin, will post all questions and answers on FBO. Any questions received after the questions’ deadline date and time shall not be considered.

NOTE: Terms of this RFQ and specifications within the Statement of Work for **70RFPW24QW9000004** shall remain unchanged unless the Statement of Work is amended in writing by the Contracting Officer.

3. QUOTATIONS MUST CONSIST of FOUR (4) PARTS:

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

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

1) PART I – COMPLIANCE WITH TECHNICAL SPECIFICATIONS:

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

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

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

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

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

2) PART II – PRICE SUBMISSION:

The vendor shall submit:

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

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

3) PART III – CONTRACT DOCUMENTATION/REPRESENTATIONS & CERTIFICATIONS:

The vendor shall submit:

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

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

3) The offeror shall complete 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS, per the clause instructions. 52.212-3 has been provided within the “Instructions to Offerors” section of the Request for Quotation (RFQ) package. The only exception to the offeror filling out the attached Reps & Certs is if the offeror is already represented and certified via SAM.gov (System of Award Management). This is solely the responsibility of the offeror to ensure their company is properly represented and certified.

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

4) PART IV – Checklist Submission

The vendor shall submit a completed Attachment E – Contractor Quotation Checklist.

5) PART V – PAST PERFORMANCE (OPTIONAL):

The Offeror shall demonstrate relevant past performance by submitting a list of references for projects performed within the last three (3) years. Relevant past performance information includes, performance under projects (currently being performed or performed within the past three (3) years although those projects of short duration or recently awarded may be considered as slightly less relevant and/or presenting a higher performance risk given the shorter period of performance) that are of a similar or directly related scope, magnitude and complexity to that described in the solicitation and as defined below. Note that the Government reserves the right to evaluate submitted projects individually or in the aggregate in order to determine relevance and will do so consistently across all evaluated offers. The Government will also consider the quality of the Offeror’s relevant past performance. Information provided in response to this factor will assist the Government in determining the degree of risk associated with award of this project to the Offeror in question based upon that Offeror’s past and present performance on other relevant projects. In addition, the Contracting Officer may use past performance information as one of the components in making a determination of responsibility.

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

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

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

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

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

Past Performance will be evaluated for:

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

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

Magnitude: Total contract value.

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

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

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

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

4. ADDITIONAL INFORMATION

- a) The equipment identified in the Statement of Work for **70RFPW24QW9000004** is not required to be brand name specific; however, any and all equivalent equipment shall be clearly identified by the Contractor and shall demonstrate conformance to the same or better standards and provide at least the same or better level of quality and service as the equipment specified. The Department of Homeland Security (DHS), Federal Protective Service (FPS) reserves to itself the authority for making technical determinations on the equivalence or acceptability of any security product or security system component for any security system installed or monitored by the DHS. The determination of equipment conformity to the specified standards will be done prior to the past performance and price evaluations. No proprietary equipment will be accepted. All equipment shall be commercially available.
- b) By submitting a quotation, the Offeror agrees to comply with all terms and conditions set forth in this RFQ, including the Statement of Work.
- c) The non-price factors are more important than price. The non-price factors for **70RFPW24QW9000004** are conformance to the Technical Specifications as listed within the Statement of Work and Past Performance. Technical Specifications are the most important, while Past Performance is the second most important, and Price being the least important. When combined, the non-price factors are more important than price.
- d) **Technical Specifications:** The offeror will either conform to all of the technical specifications as listed within the Statement of Work and found to be acceptable or the offeror will not conform to all of the technical specifications as listed within the Statement of Work and found to be unacceptable.
- e) **Past Performance:** The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. Offerors lacking recent and relevant past performance history will not be evaluated favorably or unfavorably on past performance. The Government will consider the quality of an offeror's past performance. This consideration is separate and distinct from the Contracting Officer's responsibility determination. The assessment of the offeror's relevant past performance will be used as a means of evaluating the relative capability of the offeror and other competitors to successfully meet the requirements of the RFQ. In determining the rating for the past performance evaluation factor, the Government will give greater consideration to the contracts which the Government feels are most relevant to the RFQ.
- f) **Price:** The Government reserves the right to award the contract to other than the lowest priced offeror.
- g) Offerors are informed that the Government intends to make award on initial quotations when deemed possible by the Contracting Officer, however the Government reserves the right to communicate with offerors later, if determined necessary.
- h) **Instructions to Offerors**
 - 1. For each commercially available Information and Communications Technology (ICT) item offered through this contract, the Offeror shall provide an Accessibility Conformance Report (ACR). The ACR shall be created using the Voluntary Product Accessibility Template Version 2.2 508 (or later). The template can be found at <https://www.itic.org/policy/accessibility/vpat>. Each ACR shall be completed in accordance with all the instructions provided in the VPAT template. Each ACR must

address the applicable Section 508 requirements referenced in the Work Statement. Each ACR shall state exactly how the ICT meets the applicable standards in the remarks/explanations column, or through additional narrative. All “Supports”, “Supports with Exceptions”, “Does Not Support”, and “Not Applicable” (N/A) responses must be explained in the remarks/explanations column or through additional narrative. The offeror is cautioned to address each standard individually and with specificity, and to be clear whether conformance is achieved throughout the entire ICT Item (for example - user functionality, administrator functionality, and reporting), or only in limited areas of the ICT Item. The ACR shall provide a description of the evaluation methods used to support Section 508 conformance claims. The agency reserves the right, prior to making an award decision, to perform testing on some or all of the Offeror’s proposed ICT items to validate Section 508 conformance claims made in the ACR.

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

i) **Acceptance Criteria**

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

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

BASIS FOR SELECTION

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

52.212-2 EVALUATION – COMMERCIAL ITEMS (Oct 2014)

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

- (i) Technical Specifications
- (ii) Past Performance
- (iii) Price

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

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

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (May 2024)

Offeror Representations and Certifications—Commercial Products and Commercial Services (May 2024)

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"—

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 (SDVOSB) concern means a small business concern—

- (1) (i) Not less than 51 percent of which is owned and controlled 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; or

(2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart [19.14](#)).

(3) *Service-disabled veteran*, as used in this definition, 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), and who is registered in the

Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB

Program means an SDVOSB concern that—

- (1) Effective January 1, 2024, is designated in the System for Award Management (SAM) as certified by the Small Business Administration (SBA) in accordance with 13 CFR 128.300; or
- (2) Has represented that it is an SDVOSB concern in SAM and submitted a complete application for certification to SBA on or before December 31, 2023.

Service-disabled veteran-owned small business (SDVOSB) Program means a program that authorizes contracting officers to limit competition, including award on a sole-source basis, to SDVOSB concerns eligible under the SDVOSB Program.

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 124.1001, 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 the threshold at 13 CFR 124.104(c)(2) 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 and controlled 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 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) *SDVOSB 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 that it ☐ is, ☐ is not an SDVOSB concern.

(4) *SDVOSB concern joint venture eligible under the SDVOSB Program.*

The offeror represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. [Complete only if the offeror represented itself as an SDVOSB concern in paragraph (c)(3) of this provision.] [The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]

(5) *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 124.1001](#).

(6) *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.

(7) *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: _____.]

(8) *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: _____.]

Note to paragraphs (c)(9) and (10): Complete paragraphs (c)(9) and (10) only if this solicitation is expected to exceed the simplified acquisition threshold.

(9) *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.

(10) *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: _____

(11) *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 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) (i) The Offeror certifies that each end product, 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 "Bahraini, 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 Bahraini, 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 Bahraini, 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](#).

1) (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 paragraphs (g)(1)(i)(B) and (g)(1)(ii) for paragraphs (g)(1)(i)(B) and (g)(1)(ii) of the basic provision:

(g)(1)(i)(B) The terms “Korean 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.”

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

Korean 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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

[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 the threshold at [9.104-5\(a\)\(2\)](#) for which the liability remains unsatisfied.

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

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative

or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

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

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

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

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

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

(1) *Listed end products.*

Listed End Product

Listed Countries of Origin

(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) (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 (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)

Alternate I (Feb 2024). As prescribed in [12.301](#) (b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(5) of this provision.)

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.