

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES**

NOTE: OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 AND 30.

2. CONTRACT NUMBER			3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	1. REQUISITION NUMBER	PAGE 1 OF 41
7. FOR SOLICITATION INFORMATION CALL:			a. NAME		5. SOLICITATION NUMBER 15F06726Q0000077	6. SOLICITATION ISSUE DATE 04/02/2026
9. ISSUED BY FEDERAL BUREAU OF INVESTIGATION FAU - FACILITIES ACQUISITION UNIT 935 PENNSYLVANIA AVE, NW WASHINGTON, DC 20535-0001			CODE 15F067	10. THE ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB)		8. OFFER DUE DATE / LOCAL TIME 05/04/2026 11:00 CT

11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input 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)
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15. DELIVER TO		CODE	16. ADMINISTERED BY		CODE
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17a. CONTRACTOR/OFFEROR	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY		CODE
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17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
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19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0001	Regular Maintenance Services Firm Fixed Price PSC: J023 See Continuation Sheet(s) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>	0	EA	\$	\$

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Government Use Only)
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<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 type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE OFFER DATED ____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
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30b. NAME AND TITLE OF SIGNER (Type or print)	30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (Type or print) Melissa Golicz	31c. DATE SIGNED
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19. ITEM NUMBER	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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



Table of Contents

<u>Section</u>	<u>Description</u>	<u>Page Number</u>
1	Solicitation/Contract Form.....	1
	Commodity or Services Schedule.....	4
	Instructions to Quoters.....	9
2	Contract Clauses.....	14
3	List of Attachments.....	39
4	Solicitation Provisions.....	40



Section 1 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Provide all labor, supervision, management, and incidental contractor support necessary to perform routine and recurring preventive maintenance and standard corrective maintenance for HRT mobility platforms and logistical support equipment in accordance with the Performance Work Statement (PWS).</p> <p>This CLIN includes only routine, recurring, and standard maintenance services required under the PWS. Parts, materials, travel, and non-routine or specialized efforts are excluded unless otherwise specified.</p> <p>Line Period of Performance: 06/01/2026 - 05/31/2027</p> <p>Base Period</p>			\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	<p>Non-Routine Maintenance, Repair, and Upgrade Services</p> <p>Provide non-routine maintenance, repair, restoration, modification, upgrade support, replacement support, contingency corrective actions, and other services outside the scope of recurring maintenance requirements under the PWS, on an as-needed basis.</p> <p>Each requirement under this CLIN shall be separately proposed by the contractor on a firm-fixed-price basis prior to performance. The contractor's proposal shall clearly define the scope of work, deliverables, assumptions, required parts and materials, and total firm-fixed price for completion. Payment under this CLIN shall be made only after completion and Government acceptance of the approved requirement.</p> <p>No work shall commence until the requirement, scope, and fixed price have been reviewed and authorized by the COR.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2026 - 05/31/2027</p> <p>Base Period</p>	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>Travel</p> <p>As required during the course of performance of this contract. Travel shall be pre-approved by the COR or CO. Costs for travel will be in accordance with the Federal Travel Regulations (FTR) and FAR 31.205-46.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2026 - 05/31/2027</p> <p>Base Period</p>	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	<p>Other Direct Costs (ODC)</p> <p>ODCs shall consist of direct material, parts, consumables, and incidental costs that are not reasonably predictable at time of award and are not included in the Firm-Fixed Price CLINs.</p> <p>ODCs shall be reimbursed at actual cost without profit or fee. All ODCs require prior written approval from the COR.</p> <p>PSC: J023</p>	0	EA	\$ _____	\$ _____



Line Period of Performance: 06/01/2026 - 05/31/2027					
Base Period					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	<p>Regular Maintenance Services</p> <p>Provide all labor, supervision, management, and incidental contractor support necessary to perform routine and recurring preventive maintenance and standard corrective maintenance for HRT mobility platforms and logistical support equipment in accordance with the Performance Work Statement (PWS).</p> <p>This CLIN includes only routine, recurring, and standard maintenance services required under the PWS. Parts, materials, travel, and non-routine or specialized efforts are excluded unless otherwise specified.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2027 - 05/31/2028</p> <p>Unexercised Option 1</p>	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002	<p>Non-Routine Maintenance, Repair, and Upgrade Services</p> <p>Provide non-routine maintenance, repair, restoration, modification, upgrade support, replacement support, contingency corrective actions, and other services outside the scope of recurring maintenance requirements under the PWS, on an as-needed basis.</p> <p>Each requirement under this CLIN shall be separately proposed by the contractor on a firm-fixed-price basis prior to performance. The contractor's proposal shall clearly define the scope of work, deliverables, assumptions, required parts and materials, and total firm-fixed price for completion. Payment under this CLIN shall be made only after completion and Government acceptance of the approved requirement.</p> <p>No work shall commence until the requirement, scope, and fixed price have been reviewed and authorized by the COR.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2027 - 05/31/2028</p> <p>Unexercised Option 1</p>	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1003	<p>Travel</p> <p>As required during the course of performance of this contract. Travel shall be pre-approved by the COR or CO. Costs for travel will be in accordance with the Federal Travel Regulations (FTR) and FAR 31.205-46.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2027 - 05/31/2028</p> <p>Unexercised Option 1</p>	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1004	<p>Other Direct Costs (ODC)</p> <p>ODCs shall consist of direct material, parts, consumables, and incidental costs that are not reasonably predictable at time of award and are not included in the Firm-Fixed Price CLINs.</p> <p>ODCs shall be reimbursed at actual cost without profit or fee. All ODCs require prior written approval from the COR.</p> <p>PSC: J023</p>	0	EA	\$ _____	\$ _____



Line Period of Performance: 06/01/2027 - 05/31/2028					
Unexercised Option 1					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001	<p>Regular Maintenance Services</p> <p>Provide all labor, supervision, management, and incidental contractor support necessary to perform routine and recurring preventive maintenance and standard corrective maintenance for HRT mobility platforms and logistical support equipment in accordance with the Performance Work Statement (PWS).</p> <p>This CLIN includes only routine, recurring, and standard maintenance services required under the PWS. Parts, materials, travel, and non-routine or specialized efforts are excluded unless otherwise specified.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2028 - 05/31/2029</p>	0	EA	\$ _____	\$ _____
Unexercised Option 2					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002	<p>Non-Routine Maintenance, Repair, and Upgrade Services</p> <p>Provide non-routine maintenance, repair, restoration, modification, upgrade support, replacement support, contingency corrective actions, and other services outside the scope of recurring maintenance requirements under the PWS, on an as-needed basis.</p> <p>Each requirement under this CLIN shall be separately proposed by the contractor on a firm-fixed-price basis prior to performance. The contractor's proposal shall clearly define the scope of work, deliverables, assumptions, required parts and materials, and total firm-fixed price for completion. Payment under this CLIN shall be made only after completion and Government acceptance of the approved requirement.</p> <p>No work shall commence until the requirement, scope, and fixed price have been reviewed and authorized by the COR.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2028 - 05/31/2029</p>	0	EA	\$ _____	\$ _____
Unexercised Option 2					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2003	<p>Travel</p> <p>As required during the course of performance of this contract. Travel shall be pre-approved by the COR or CO. Costs for travel will be in accordance with the Federal Travel Regulations (FTR) and FAR 31.205-46.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2028 - 05/31/2029</p>	0	EA	\$ _____	\$ _____
Unexercised Option 2					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2004	<p>Other Direct Costs (ODC)</p> <p>ODCs shall consist of direct material, parts, consumables, and incidental costs that are not reasonably predictable at time of award and are not included in the Firm-Fixed Price CLINs.</p> <p>ODCs shall be reimbursed at actual cost without profit or fee. All ODCs require prior written approval from the COR.</p> <p>PSC: J023</p>	0	EA	\$ _____	\$ _____



Line Period of Performance: 06/01/2028 - 05/31/2029					
Unexercised Option 2					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	<p>Regular Maintenance Services</p> <p>Provide all labor, supervision, management, and incidental contractor support necessary to perform routine and recurring preventive maintenance and standard corrective maintenance for HRT mobility platforms and logistical support equipment in accordance with the Performance Work Statement (PWS).</p> <p>This CLIN includes only routine, recurring, and standard maintenance services required under the PWS. Parts, materials, travel, and non-routine or specialized efforts are excluded unless otherwise specified.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2029 - 05/31/2030</p>	0	EA	\$ _____	\$ _____
Unexercised Option 3					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002	<p>Non-Routine Maintenance, Repair, and Upgrade Services</p> <p>Provide non-routine maintenance, repair, restoration, modification, upgrade support, replacement support, contingency corrective actions, and other services outside the scope of recurring maintenance requirements under the PWS, on an as-needed basis.</p> <p>Each requirement under this CLIN shall be separately proposed by the contractor on a firm-fixed-price basis prior to performance. The contractor's proposal shall clearly define the scope of work, deliverables, assumptions, required parts and materials, and total firm-fixed price for completion. Payment under this CLIN shall be made only after completion and Government acceptance of the approved requirement.</p> <p>No work shall commence until the requirement, scope, and fixed price have been reviewed and authorized by the COR.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2029 - 05/31/2030</p>	0	EA	\$ _____	\$ _____
Unexercised Option 3					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3003	<p>Travel</p> <p>As required during the course of performance of this contract. Travel shall be pre-approved by the COR or CO. Costs for travel will be in accordance with the Federal Travel Regulations (FTR) and FAR 31.205-46.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2029 - 05/31/2030</p>	0	EA	\$ _____	\$ _____
Unexercised Option 3					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3004	<p>Other Direct Costs (ODC)</p> <p>ODCs shall consist of direct material, parts, consumables, and incidental costs that are not reasonably predictable at time of award and are not included in the Firm-Fixed Price CLINs.</p> <p>ODCs shall be reimbursed at actual cost without profit or fee. All ODCs require prior written approval from the COR.</p> <p>PSC: J023</p>	0	EA	\$ _____	\$ _____



Line Period of Performance: 06/01/2029 - 05/31/2030					
Unexercised Option 3					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001	<p>Regular Maintenance Services</p> <p>Provide all labor, supervision, management, and incidental contractor support necessary to perform routine and recurring preventive maintenance and standard corrective maintenance for HRT mobility platforms and logistical support equipment in accordance with the Performance Work Statement (PWS).</p> <p>This CLIN includes only routine, recurring, and standard maintenance services required under the PWS. Parts, materials, travel, and non-routine or specialized efforts are excluded unless otherwise specified.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2030 - 05/31/2031</p> <p>Unexercised Option 4</p>	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	<p>Non-Routine Maintenance, Repair, and Upgrade Services</p> <p>Provide non-routine maintenance, repair, restoration, modification, upgrade support, replacement support, contingency corrective actions, and other services outside the scope of recurring maintenance requirements under the PWS, on an as-needed basis.</p> <p>Each requirement under this CLIN shall be separately proposed by the contractor on a firm-fixed-price basis prior to performance. The contractor's proposal shall clearly define the scope of work, deliverables, assumptions, required parts and materials, and total firm-fixed price for completion. Payment under this CLIN shall be made only after completion and Government acceptance of the approved requirement.</p> <p>No work shall commence until the requirement, scope, and fixed price have been reviewed and authorized by the COR.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2030 - 05/31/2031</p> <p>Unexercised Option 4</p>	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4003	<p>Travel</p> <p>As required during the course of performance of this contract. Travel shall be pre-approved by the COR or CO. Costs for travel will be in accordance with the Federal Travel Regulations (FTR) and FAR 31.205-46.</p> <p>Firm Fixed Price</p> <p>PSC: J023</p> <p>Line Period of Performance: 06/01/2030 - 05/31/2031</p> <p>Unexercised Option 4</p>	0	EA	\$ _____	\$ _____
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4004	<p>Other Direct Costs (ODC)</p> <p>ODCs shall consist of direct material, parts, consumables, and incidental costs that are not reasonably predictable at time of award and are not included in the Firm-Fixed Price CLINs.</p> <p>ODCs shall be reimbursed at actual cost without profit or fee. All ODCs require prior written approval from the COR.</p> <p>PSC: J023</p>	0	EA	\$ _____	\$ _____



Line Period of Performance: 06/01/2030 - 05/31/2031				
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Unexercised Option 4				
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Instructions to Quoters

1. Instructions to Quoters

1.1 Solicitation Type

This is a Request for Quotation (RFQ) issued in accordance with **FAR Part 12 (Commercial Services)**

The Government will use a streamlined evaluation approach consistent with simplified acquisition procedures.

This acquisition is a Total Small Business Set-Aside.

Only small business concerns that are determined to be small under the applicable NAICS code assigned to this procurement may submit a quotation.

The Government will include FAR 52.219-6, Notice of Total Small Business Set-Aside, in the resulting award.

1.2 Objective

The Government seeks a qualified contractor to provide preventive maintenance, corrective maintenance, training, and related support services to maintain operational readiness of HRT mobility platforms and logistical support equipment.

1.3. Period of Performance

Base Year: June 1, 2026 - May 31, 2027 (

Four (4) Option years

2. Instructions to Vendors (Quote Submission Requirements)

Vendors shall submit a quotation that clearly demonstrates their capability to meet the requirements of this RFQ and the Performance Work Statement (PWS).

Offerors are encouraged to organize their quotation in a manner that facilitates efficient evaluation and clearly addresses the areas identified below.

2.1 Technical Information -

Offerors should describe their approach to performing the required services, including:

A. Technical Approach -

- Approach to preventive and corrective maintenance
- Ability to maintain required operational readiness levels
- Methodology for scheduling and tracking maintenance



B. Response Capability

- Ability to meet response times:
 - Emergency (4 hours)
 - Urgent (24 hours)
 - Routine (3 business days)
- Facility location and/or response strategy

C. Management Approach

- Work control processes
- Reporting procedures
- Quality control methods

D. Staffing Plan

- Personnel qualifications and relevant experience

E. Relevant Experience

- Experience performing similar services
- Recent or relevant efforts

2.2 Price Quote

Offerors shall provide pricing as follows:

CLIN 0001 – Regular Maintenance Services

- Fixed price (monthly or annual)
- Basis of estimate

CLIN 0002 – Non-Routine Maintenance Services

- Pricing methodology
- Labor categories and rates (if applicable)
- At least one (1) sample scenario quote

2.3 Past Performance -

Offerors shall provide:

- Up to three (3) references for similar work
- Contract number, customer name, and description of services performed
- Period of performance
- Point of contact (name, email, and phone number)

The Government will consider the relevance and quality of past performance, including similarity in scope, size, and complexity, and demonstrate success in maintaining operational readiness.

The Government reserves the right to use information obtained from any and all sources, including but not limited to CPARS, PPIRS, FAPIIS, and other sources available to the Government, whether or not provided by the offeror.

Offerors without relevant past performance may be evaluated as Neutral.



2.4 Administrative Information

- UEI number
- Business size
- Point of contact

3. Quote Submission Instructions

- Quotes shall be submitted electronically via email directly to the Contracting Officer, Melissa Golicz at mgolicz@fbi.gov by the due date listed in the SF-1449 block 8.
- Format: PDF

Page Guidance:

- Offerors are encouraged to limit Technical submissions to approximately 15 pages (excluding resumes)
- No page limit for price submissions

3.1 Quote Organization

To facilitate efficient evaluation, offerors are encouraged to organize their quotation as follows:

Technical Information

- Technical Approach
- Response Capability
- Management Approach
- Staffing Plan
- Relevant Experience

Past Performance

- References and performance information

Price Quote

- CLIN 0001 pricing
- CLIN 0002 pricing methodology and sample

Administrative Information

- UEI
- Business size
- Point of contact

Offerors may deviate from this format; however, quotations should clearly address all requirements of this RFQ.

Additional Guidance:

- Clearly label sections for ease of evaluation
- Do not include pricing in technical sections



4. Evaluation Methodology

Basis of Award

The Government intends to make award using a **Highest Technically Rated Offeror with a Fair and Reasonable Price (HTRO-RP)** methodology.

The Government will evaluate quotations to determine the highest technically rated offeror whose price is determined to be fair and reasonable. Price will not be scored.

5. Evaluation Factors

Technical Capability

The Government will assess the extent to which the quotation demonstrates the capability to meet the requirements of PWS, including:

- Maintenance approach
- Ability to meet response times
- Understanding of operational readiness
- Management approach
- Staffing

Past Performance

The Government will consider the relevance and quality of past performance information.

Price

Price will be evaluated for fairness and reasonableness, including:

- Completeness of CLIN 0001 pricing
- Clarity of CLIN 0002 pricing methodology
- Consistency with the technical approach

6. Award Decision

Award will be made to:

The offeror whose quotation represents the **highest level of technical merit** and whose price is determined to be **fair and reasonable**.

- Price will not be traded against technical merit
- The Government may consider the next highest technically rated offeror if necessary

7. Additional Notes

- The Government may make award without discussions
- The Government may seek clarifications as needed





Section 2 - 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; 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)

A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions, Commercial Items (FAR Deviation) (Nov 2023)

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

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.acquisition.gov		
Clause	Title	Fill-ins (if applicable)
52.222-51	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment - Requirements (May 2014)	
52.229-3	Federal, State and Local Taxes (Feb 2013)	
52.232-8	Discounts For Prompt Payment (Feb 2002)	
52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
52.233-1 Alt I	Disputes (May 2014) - Alternate I (Dec 1991)	



Clause	Title	Fill-ins (if applicable)
52.245-1	Government Property (Sep 2021)	
52.245-9	Use and Charges (Apr 2012)	
2852.212-4	Contract Terms and Conditions, Commercial Items (FAR Deviation) (Nov 2023)	
2852.222-70	Domestic Violence, Sexual Assault, and Stalking (Nov 2023)	
2852.223-70	Unsafe Conditions Due to the Presence of Hazardous Material (Nov 2023)	

Clauses By Full Text

52.203-12 Limitation On Payments to Influence Certain Federal Transactions (Jun 2020)

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

"Agency" means "executive agency" as defined in Federal Acquisition Regulation (FAR) 2.101.

"Covered Federal action" means any of the following actions:

- (1) Awarding any Federal contract.
- (2) Making any Federal grant.
- (3) Making any Federal loan.
- (4) Entering into any cooperative agreement.
- (5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before 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 in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.



(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment" means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient" includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

"Regularly employed" means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) *Prohibition.* 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay 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 in connection with any covered Federal actions. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay 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 in connection with the award of this contractor the extension, continuation, renewal, amendment, or modification of this contract.

(1) The term appropriated funds does not include profit or fee from a covered Federal action.

(2) To the extent the Contractor can demonstrate that the Contractor has sufficient monies, other than Federal appropriated funds, the Government will assume that these other monies were spent for any influencing activities that would be unallowable if paid for with Federal appropriated funds.

(c) *Exceptions.* The prohibition in paragraph (b) of this clause does not apply under the following conditions:

(1) Agency and legislative liaison by Contractor employees. (i) Payment of reasonable compensation made to an officer or employee of the Contractor if the payment is for agency and legislative liaison activities not directly related to this contract. For purposes of this paragraph, providing any information specifically requested by an agency or Congress is permitted at any time.

(ii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action, but that concern--



- (A) The qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities; or
- (B) The application or adaptation of the person's products or services for an agency's use.
- (iii) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (iv) Participating in technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (v) Making capability presentations prior to formal solicitation of any covered Federal action by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
- (2) Professional and technical services. (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (ii) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (iii) As used in paragraph (c)(2) of this clause, "professional and technical services" are limited to advice and analysis directly applying any professional or technical discipline (for examples, see FAR 3.803(a)(2)(iii)).
- (iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (3) Only those communications and services expressly authorized by paragraphs (c)(1) and (2) of this clause are permitted.
- (d) *Disclosure.* (1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but registrants under the Lobbying Disclosure Act of 1995 have subsequently made a lobbying contact on behalf of the Contractor with respect to this contract, the Contractor shall complete and submit OMB Standard Form LLL to provide the name of the lobbying registrants, including the individuals performing the services.
- (2) If the Contractor did submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the end of the calendar quarter in which the change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.
- (e) *Penalties.* (1) Any person who makes an expenditure prohibited under paragraph (b) of this clause or who fails to file or amend the disclosure to be filed or amended by paragraph (d) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
- (f) *Cost allowability.* Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.



(g) *Subcontracts.* (1) The Contractor shall obtain a declaration, including the certification and disclosure in paragraphs (c) and (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract under this contract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award. The Contractor or subcontractor that awards the subcontract shall retain the declaration.

(2) A copy of each subcontractor disclosure form (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall, at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor, submit to the Contracting Officer within 30 days a copy of all disclosures. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(3) The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract that exceeds the threshold specified in FAR 3.808 on the date of subcontract award.

(End of clause)

52.204-13 System for Award Management Maintenance (Oct 2018)

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

"Electronic Funds Transfer (EFT) indicator" means a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the commercial, nonprofit, or Government entity to establish additional System for Award Management (SAM) records for identifying alternative EFT accounts (see subpart 32.11) for the same entity.

"Registered in the System for Award Management (SAM)" means that--

(1) The Contractor has entered all mandatory information, including the unique entity identifier and the EFT indicator (if applicable), the Commercial and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM;

(2) The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in SAM;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and

(4) The Government has marked the record "Active".

"System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes--

(1) Data collected from prospective Federal awardees required for the conduct of business with the Government;

(2) Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and

(3) Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

"Unique entity identifier" means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing unique entity identifiers.

(b) If the solicitation for this contract contained the provision 52.204-7 with its Alternate I, and the Contractor was unable to register prior to award, the Contractor shall be registered in SAM within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.



(c) The Contractor shall maintain registration in SAM during contract performance and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement. The Contractor is responsible for the currency, accuracy and completeness of the data within SAM, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in SAM after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in SAM to ensure it is current, accurate and complete. Updating information in SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(d) (1) (i) If a Contractor has legally changed its business name or "doing business as" name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to--

(A) Change the name in SAM;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (d)(1)(i) of this clause, or fails to perform the agreement at paragraph (d)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the unique entity identifier is maintained with the entity designated at www.sam.gov for establishment of the unique entity identifier throughout the life of the contract. The Contractor shall communicate any change to the unique entity identifier to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the unique entity identifier does not necessarily require a novation be accomplished.

(e) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.sam.gov>.

(End of clause)

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

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)

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall



not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days [insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months (months)(years).

(End of clause)

52.219-6 Notice of Total Small Business Set-Aside (Nov 2020)

(a) *Definition.* "Small business concern," as used in this clause--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(2) *Affiliates*, as used in paragraph (a)(1) of this clause, 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.

(b) *Applicability.* This clause applies only to--

(1) Contracts that have been totally set aside for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) *General.*

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(End of clause)

52.219-14 Limitations on Subcontracting (Oct 2022)

(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 that in performance of a contract assigned a North American Industry Classification System (NAICS) code for--

(1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards 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;

(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 contractor's 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; or

(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 further subcontracts will count towards the prime contractor's 75 percent subcontract amount 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 for each order issued under the contract.

(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)

DOJ-01 Whistleblower Information Distribution (Nov 2023)

Within 30 days of contract award, the contractor and its subcontractors must distribute the "Whistleblower Information for Employees of DOJ Contractors, Subcontractors, Grantees, or Sub-Grantees or Personal Services Contractors" ("Whistleblower Information") document to their employees performing work in support of the products and services delivered under this contract (<https://oig.justice.gov/sites/default/files/2020-04/NDAA-brochure.pdf>).

By agreeing to the terms and conditions of this contract, the prime contractor acknowledges receipt of this requirement, in accordance with 41 U.S.C. § 4712 and FAR 3.908 & 52.203-17, and commits to distribution. Within 45 days of award, the contractor must provide confirmation to the contracting officer verifying that it has distributed the whistleblower information as required.

(End of Clause)

FBI-0006 Contractor Access to FBI facilities and information (OCT 2024)

Access to FBI facilities and information is subject to specific security and suitability requirements. The FBI reserves the right and prerogative to deny and/or restrict facility and information access of any contractor employee determined by the FBI, at any time prior to or during performance, to be unsuitable for access and/or present a risk of compromising sensitive government information to which he or she would have access to under this contract. Contractors will be allotted a reasonable amount of time, determined by the government, to replace the employee found not suitable for contract performance. Failure to replace the employee may result in a no cost termination by the government.

End of Clause

FBI-0008 Contractor Personnel Financial Disclosure (OCT 2024)

a. Financial Disclosure Requirements

Financial considerations and foreign travel have been identified as significant elements in recent espionage cases. In response to these threats, Executive Order 12968 established a requirement that all Executive Branch personnel who are granted access to "particularly sensitive classified information" as a condition of such access, file with the agency head an annual financial disclosure report. With the continuous dependency on contractors to support the FBI, to



include access to classified information, if a procurement is expected to result in the acquisition of services involving the assignment of contractor personnel to FBI locations, access to Sensitive Compartmented Information (SCI) and access to the FBI's Secret Network (FBINET) the Program Management Officer/Contracting Officer's Representative (COR), in coordination with the assigned Chief Security Officer, are required to identify during procurement planning stages, whether an acquisition will require the anticipated contract to include the Special Security Requirement identified below.

b. Special Security Requirement:

Security Requirements Applicable to Contractor Personnel Assigned to FBI Locations, with Access to Sensitive Compartmented Information (SCI) and the FBI Secret Network (FBINET), or those selected by the Director or Deputy Director of the FBI. Requirements are applicable to all individuals to be assigned to FBI locations, to include those identified as "Key Personnel", if specified in the contract, who will require access to FBI locations, SCI and FBINET, or those selected by the Director or Deputy Director of the FBI. Award of this contract is anticipated to result in the assignment of contractor personnel to FBI controlled or occupied space with access to SCI and the FBINET. As such, all contractor personnel assigned to such space with access to SCI and FBINET, or those selected by the Director or Deputy Director of the FBI, are required to file an annual Security Financial Disclosure Form (SFDF). Information collected through these filings is used to help make personnel security determinations including whether to allow access to classified information, sensitive areas, and equipment; or to permit assignment to sensitive national security positions. The data may be subsequently used as part of a review process to evaluate continued eligibility for access to classified information or as evidence in legal proceedings. Upon request, contractor employees required to file must:

- i. Submit an annual financial disclosure form electronically using the SFDF. The SFDF is a web-based form that is accessible only through the FBI Intranet. Every form submitted undergoes automated analysis and is stored in a secure database.
- ii. Sign and submit consent form Personnel Consent to Release Information, (FD-979) to the assigned FBI Chief Security Officer. (The consent form is used only if deemed necessary by the FBI in the event of a financial review. If a filer submitted the consent form in a previous year, he/ she would be required to resubmit only the form if requested to do so by the assigned FBI Chief Security Officer).
- iii. Include all requested information pertaining to the filer, his or her spouse, and any dependent children. A filer whose spouse or dependent(s) refuse to provide financial information should explain the circumstances of this refusal in the Comments Section of the SFDF. The filer may be subject to penalties, including having access to classified information suspended, revoked, or denied. Individual circumstances are reviewed on a case-by-case basis.
- iv. Not omit or provide false or misleading information on an SFDF. Filings are reviewed for accuracy and completeness, and filers may be contacted by FBI employees/contractors assigned the responsibility of the Financial Disclosure Program regarding any potential discrepancies and/or omissions. Contractor employees who meet the sited criteria are required to file and are responsible for the successful completion of the SFDF process. Refusal to submit financial disclosure information could result in the immediate removal of the employee from FBI space, restricted access to FBI information or denial of unescorted access to FBI facilities. Exceptions will be resolved on a case-by-case basis. If contract performance is impacted as a result of removal of the employee, the contractor may be found in default of the contract. If a contractor employee terminates employment and/or assignment to the FBI prior to the reporting requirement, the contractor employee is not required to file.

End of Clause

FBI-0009 FBI Security Requirements for Contractor Personnel (OCT 2024)

Requirements are applicable to all individuals to be assigned to FBI locations, to include those identified as "Key Personnel", if specified in the contract. The contractor shall plan for expected attrition through advanced preparation and submission of required information. Award of this contract is anticipated to result in assignment of contractor personnel to FBI controlled or occupied space. Security and ethical conduct requirements, specific to the contract, to include a copy of the "Contractor & FBI Employees Ethics Standards Factsheet" are provided. Any questions that the contractor or contractor personnel may have on the applicability of these requirements shall be addressed to the Contracting Officer's Security Representative or Chief Security Officer , Chief Security Officer, at TBD . As such, all contractor



personnel assigned to such space must be briefed, in advance of arrival, by the contractor on the provided FBI policies and procedures, as identified in the contract, regarding ethical conduct and security requirements. A list of assigned Contractor personnel and verification of their briefing shall be provided to the cognizant contractor security officer for subsequent transmittal to the proper FBI Security Officer assigned oversight of this contract. This list must be provided no later than seven (7) days in advance of the individual's scheduled date of initial performance at an FBI location. Failure to provide the required verification of briefing will result in a delay of the individual's access to the facility. Additionally, within 15 days from assignment to FBI space, the employee must attend an FBI Security Awareness Briefing, which will further address FBI policies and procedures, as identified in FBI's Policy and Guidance Library. The Contracting Officer Representative will contact the employee with the date and time of their scheduled briefing. Failure to attend this briefing or make arrangements to attend a subsequent briefing will result in immediate removal of the employee from FBI space. If contract performance is impacted as a result of removal of the employee, the contractor may be found in default of the contract.

In the event that the development of information or material is not clearly covered by the contract or regulations, the contractor is required to seek FBI guidance regarding its handling of classified and/or unclassified information. Only such persons who have been authorized by the Contracting Officer and/or the Chief Security Officer/Contracting Officer's Security Representative, if the work is for other than specified personnel, shall be assigned to this work. In this connection, for identification purposes, the contractor will be required to submit the name, address, place and date of birth of all personnel who will be involved in the work hereunder. Said information will be required to be provided to the identified Chief Security Officer not later than seven (7) days in advance of the scheduled date of such work. Information relating to an individual(s) identified as "Key Personnel" should be reported to the Chief Security Officer after the written consent of the Contracting Officer has been received.

The contractor agrees to abide by all applicable FBI security regulations governing personnel, facilities, technical, information systems, communications and protective programs. The following reporting requirements are to be reported to the identified Chief Security Officer as promptly as possible, but in no event later than two (2) business days after receipt of such knowledge.

- a. Adverse Information. Contractors shall report any adverse information coming to their attention concerning any of their employees supporting this contract. Adverse information is defined as any information that adversely reflect on the integrity or character of an employee that suggests that his or her ability to safeguard FBI Sensitive but Unclassified (SBU)/Law Enforcement Sensitive (LES) and/or classified information may be impaired, or that his or her access to the information clearly may not be in the interest of the FBI and/or National Security.
- b. Suspicious Contacts. Contractors shall report efforts by any individual, regardless of nationality, to obtain illegal or unauthorized access to FBI SBU/LES or classified information or to compromise an employee.
- c. Change in Employee Status. Contractors shall report (1) the death, (2) a name change, (3) change in marital status, (4) change to performance which alters their originally assigned location and FBI Division to which they report, (5) termination of employment.
- d. Employees Desiring Not to Perform on the Contract.
- e. Evidence that an employee no longer wishes to support the contract.
- f. Official or Unofficial Foreign Travel.

End of Clause

**FBI-0010 Contractor Personnel Consent to Warrantless Search (OCT 2024)**

All cleared personnel accessing information within FBI controlled space are required to execute an FBI Form FD 1001 Consent for Warrantless Searches of Department of Justice (DOJ) Workplaces as a condition of working at FBI facilities. The FBI's Director implemented the Attorney General's policy subjecting employees to warrantless physical searches of their offices or immediate workplaces within DOJ premises when authorized by the Attorney General (AG) or the Deputy Attorney General (DAG) based upon a determination that information the Department deems credible indicates that the employee:

- 1) is, or may be, disclosing classified information in an unauthorized manner;
- 2) has incurred excessive indebtedness or has acquired a level of affluence that cannot be reasonably explained by other information;
- 3) had the capability and opportunity to disclose classified information that is believed to have been lost or compromised to a foreign power or an agent of a foreign power; or
- 4) has repeatedly or significantly mishandled or improperly stored classified information.

The search may extend to the entire office or workplace and anything within it that might hold classified information, including locked containers (such as briefcases) and electronic storage media (such as computer disk and handheld computers), whether owned by the government, by the employee, or by a third party. The search may be conducted by appropriate FBI personnel and/or law enforcement officers, on an announced or unannounced basis, during the workday or after hours. If discovered during a search, evidence of misconduct - whether related to storage or classified information, storage of sensitive but unclassified information, or a crime - will be collected and reported to appropriate authorities. Contractor personnel who will meet the above criteria will be required to sign Form FD 1001 Consent for Warrantless Searches of Department of Justice (DOJ) Workplaces (attached) upon award and forward the executed form(s) to the assigned Contracting Officer's Representative designated in Section G of the solicitation if this is a formal solicitation or listed below. All forms will be retained by the FBI during the period the individual is providing services and two years after that individual's departure before final disposition is taken.

End of Clause

FBI-0023 Federal Bureau of Investigation Electronic Invoicing Requirement (JUL 2024)

The Federal Bureau of Investigation (FBI) requires vendors to submit a proper invoice and supporting documentation electronically through the Invoice Processing Platform (IPP). IPP is a secure, web-based electronic invoicing system provided by the U.S. Department of the Treasury's Bureau of the Fiscal Service (Treasury) in partnership with the Federal Reserve Bank of St. Louis (FRSTL). IPP is available at no cost to any commercial vendor or independent contractor doing business with a participating government agency.

Invoice Submission

Vendors are required to create and submit electronic invoices using the IPP system. All supporting documentation shall be uploaded into the IPP system.

Invoices must be submitted at least monthly but no more than bi-weekly. Final invoices must be submitted 30 days after the end date of the period of performance.

Invoices submitted by email will not be accepted. This requirement applies immediately upon contract award. For contract-specific questions, please contact the contracting officer.



Obtaining IPP Access

If your company has already enrolled in IPP: You will not be required to re-register. Please contact your company's IPP account administrator so that he/she may add you as an additional user to your company's IPP collector account.

If your company has NOT enrolled in IPP: Your company will be auto enrolled for IPP using information from your SAM account. Your company's Primary Electronic Business Point of Contact (POC) will be designated as an IPP administrator. This POC will be contacted by email to register when the FBI initiates the enrollment process through IPP. To prevent enrollment delays, please ensure your designated Electronic Business POC in sam.gov is up to date. Your company's IPP administrator will be responsible for initial account registration as well as creating and managing your company's IPP users and permissions. Please note that due to U.S. Department of the Treasury guidelines, IPP cannot set up User IDs using a shared email address.

How to register for IPP:

1. Once FBI Initiates the enrollment process, your company's designated Electronic Business POC in sam.gov will receive two emails from IPP Customer Support (noreply@mail.eroc.twai.gov). The first email contains the initial administrative IPP User ID. The second email, sent with 24 hours of receipt of the first email, contains a temporary password. You must log in with the temporary password within 30 days.
2. Registration is complete when the initial administrative user logs into the IPP web site with the User ID and password provided and accepts the IPP rules of behavior. Additional user accounts, including administrators, can be created after initial login.

Training

Vendor training materials, including a first-time login tutorial, are available on the IPP.gov website. Once you have logged in to the IPP application, you will have access to user guides that provide step-by-step instructions for all IPP capabilities ranging from creating and submitting an invoice to setting up email notifications.

Additional Support

IPP Customer Support Team is available Monday through Friday from 8:00 am to 6:00 pm EST. Phone: (866) 973-3131 or email: IPPCustomerSupport@fiscal.treasury.gov For answers to frequently asked questions, visit the Vendor FAQ page on the gov web site.

(End of clause)

FBI-0033 Legal Holidays, Government Dismissals and Closures, and Furlough

Legal Holidays, Government Dismissals and Closures, and Furlough (JAN 2025)

(a) Definitions

Compensated personal absence means any absence from work for reasons such as illness, vacation, holidays, jury duty, military training, or personal activities for which an employer pays compensation directly to an employee in accordance with a plan or custom of the employer.

Fringe benefits are allowances and services provided by the contractor to its employees as compensation in addition to regular wages and salaries. Fringe benefits include, but are not limited to, the cost of vacations, sick leave, holidays, military leave, employee insurance, and supplemental unemployment benefit plans. Except as provided otherwise in FAR subpart 31.2, the costs of fringe benefits are allowable to the extent that they are reasonable and are required by law, employer-employee agreement, or an established policy of the contractor.

Furlough is the placing of a contract on a temporary hold because of lack of work or funds. In the event that funds are not available through an appropriations law or continuing resolution, a "shutdown" furlough occurs. A shutdown furlough is



necessary when an agency no longer has the necessary funds to operate and must shut down those activities which are not excepted pursuant to the Antideficiency Act (31 U.S.C. 1341-1342).

Holiday means any calendar day designated as a holiday by Federal Statute, Executive Order, or Presidential Proclamation.

Hours Worked ordinarily include all the time during which an employee is required to be on the employer's premises, on duty, or at a prescribed workplace.

(b) Holidays

(1) The United States Government observes the following days as holidays:

- New Year's Day (January 1).
- Birthday of Martin Luther King, Jr. (Third Monday in January).
- Washington's Birthday (Third Monday in February).
- Memorial Day (Last Monday in May).
- Juneteenth National Independence Day (June 19).
- Independence Day (July 4).
- Labor Day (First Monday in September).
- Columbus Day (Second Monday in October).
- Veterans Day (November 11).
- Thanksgiving Day (Fourth Thursday in November).
- Christmas Day (December 25).

(2) In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by an Executive Order
- Any other day designated by the President's Proclamation

(3) When New Year's Day, Juneteenth National Independence Day, Independence Day, Veterans Day or Christmas Day falls on a Sunday, the following Monday is observed; when it falls on Saturday, the preceding Friday is observed.

(4) Observance of holidays by Government personnel shall not be cause for additional period of performance of the contract.

(5) Observance of holidays by Government personnel shall not be cause for additional compensation and are not considered hours worked by the contractor. If the contractor's employee(s) work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost to this contract. Contractors are not authorized to "make up" hours worked to compensate for observance of holidays. Compensated personal absences from work for reasons such as illness, vacation, holidays, jury duty, military training, or personal activities are absences for which an employer pays compensation directly to an employee in accordance with an employer plan or customary practices of the employer. These benefits are generally a matter of agreement between an employer and an employee (or the employee's representative).

If the contractor is required to work for mission critical requirements, the contractor will be notified by the Contracting Officer to perform work on the holiday and the work will be recognized as hours work and will be an allowable charge to the contract.

(c) Government Dismissals and Closures

The FBI may issue a dismissal for closure of the government offices during emergencies, severe weather conditions, natural disasters, and other incidents or hazards that cause disruptions to Federal Government operations.

When the FBI issues a dismissal to its Government employees, assigned contractor personnel in Government facilities shall also be dismissed. For the continuity of operations, contractor personnel are required to telework at an approved alternative worksite unless the contract does not allow telework. In those instances where telework is not allowed, the contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of critical tasks already in operation or scheduled and shall be guided by the instructions issued by the Contracting Officer or his/her duly authorized Contracting Officer Representative.

(d) Firm Fixed Price contract deductions

For fixed-price contracts, if services are not required or provided because the building is closed due to inclement weather, unanticipated holidays declared by the President, failure of Congress to appropriate funds, or similar reasons, deductions will be computed as follows:

- (1) The deduction rate in dollars per day will be equal to the per month contract price divided by 21 days per month.
- (2) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the contracting officer to ensure that the contractor is compensated for services provided.

(e) Furloughs



In the event the Government goes into furlough status, the Contracting Officer will provide notification to the Contractor to either 1) continue work or 2) that the Contractor is in a furlough status and should cease work until authorized to continue. The notification from the Contracting Officer will not be provided to the contractor until the next business day following the government furlough status, no prior notifications will occur. If the contractor is authorized to continue work, the contractor is only authorized to continue work until such point that the period of performance of the contract has expired or all funding has been expended. The contractor is not authorized to perform services when funding is not available. Contractors are not authorized to work during a furlough unless specifically directed to work by the Contracting Officer.

(f) Administrative Leave – Excusable Delays

If administrative leave is granted to contractor personnel as a result of conditions stipulated in any “Excusable Delays” clause of this contract, it will be without loss to the contractor. The cost of salaries and wages to the contractor for the period of any such excused absence shall be a reimbursable item of direct cost hereunder for employees whose regular time is normally charged, and a reimbursable item of indirect cost for employees whose time is normally charged indirectly in accordance with the contractor's accounting policy.

(End of Clause)

[END OF ADDENDUM TO FAR 52.212-4]

52.212-5 (DEV) Contract Terms and Conditions Required To Implement Statutes or Executive Orders & Commercial Products and Commercial Services (JAN 2025)
(DEVIATION FEB 2025)

(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).



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

___ (4) 52.203-17, 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].

___ (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).

___ (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]

___ (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. 657s).
- ___ (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).
- (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) (15 U.S.C. 657s).
- ___ (31) 52.222-3, Convict Labor (Jun 2003) (E.O. 11755).
- ___ (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2024) (E.O. 13126).
- ___ (33) [Reserved]
- ___ (34) [Reserved]
- ___ (ii) [Reserved]
- ___ (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.
- ___ (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.
- ___ (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- ___ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (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). (E.O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

___ (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) [(DEVIATION FEB 2025)] (7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).

___ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

___ (ii) Alternate I (Jan 2017) of 52.224-3.

___ (48)(i) 52.225-1, Buy American--Supplies (Oct 2022) (41 U.S.C. chapter 83).

___ (ii) Alternate I (Oct 2022) of 52.225-1.

___ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (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).

___ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).



- (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (55) 52.226-8, 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).
- (59) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (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.]

- (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).



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

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

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

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

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

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

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

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

(ii) 52.203-17, 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) [Reserved]

(x) [Reserved]



- (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)



Section 3 - List of Attachments

Identifier	Title	Number of Pages
1	PWS Mobility Platforms Maintenance.pdf	

**Section 4 - Solicitation Provisions****Provisions By Reference****52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

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

Provision	Title	Fill-ins (if applicable)
52.203-2	Certificate Of Independent Price Determination (Apr 1985)	(b)(2)(i): "[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]"

Provisions By Full Text**2852.233-70 Protests Filed Directly with the Department of Justice (Nov 2023)**

(a) The following definitions apply in this provision:

(1) "Agency Protest Official" (APO) means the Deciding Official for a procurement protest filed with a contracting activity of DOJ when the contracting officer will not be the Deciding Official because of the protestor's election under JAR 2833.103(b)

(2) "Deciding Official" means the official who will review and decide a procurement protest filed with the agency. The Deciding Official will be the contracting officer unless the protestor requests pursuant to JAR 2833.103(b) that the protest be decided by an individual above the level of the contracting officer, in which case the HCA will designate an APO to serve as the Deciding Official.

(3) "Interested Party" means an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

(b) Only interested parties may file a protest.



- (c) An interested party filing a protest with the DOJ has the choice of requesting either that the Contracting Officer or the APO decide the protest.
- (d) A protest filed directly with the DOJ shall:
- (1) Indicate that it is a protest to DOJ.
 - (2) Be filed with the Contracting Officer.
 - (3) State whether the protestor chooses to have the Contracting Officer or the Agency Protest Official decide the protest. If the protestor is silent on this matter, the Contracting Officer will decide the protest.
 - (4) Indicate whether the protestor prefers to make an oral or written presentation of arguments in support of the protest to the deciding official.
 - (5) Include the information required by FAR 33.103(d)(2):
 - (i) Name, address, facsimile number and telephone number of the protestor.
 - (ii) Solicitation or contract number.
 - (iii) Detailed statement of the legal and factual grounds for the protest, to include a description of resulting prejudice to the protestor.
 - (iv) Copies of relevant documents.
 - (v) Request for a ruling by the agency.
 - (vi) Statement as to the form of relief requested.
 - (vii) All information establishing that the protestor is an interested party for the purpose of filing a protest.
 - (viii) All information establishing the timeliness of the protest.
- (e) The decision by the APO is an alternative to a decision by the Contracting Officer. The APO will not consider appeals from the Contracting Officer's decision on an agency protest and a decision by the APO is final and not appealable.
- (f) The Deciding Official may conduct a scheduling conference. The scheduling conference, if conducted, will establish deadlines for oral or written arguments in support of the agency protest and for agency officials to present information in response to the protest issues. The deciding official may hear oral arguments in support of the agency protest at the same time as the scheduling conference, depending on availability of the necessary parties.
- (g) Oral conferences may take place either by telephone or in person.
- (h) The protestor has only one opportunity to support or explain the substance of its protest. DOJ procedures do not provide for any discovery. The deciding official may request additional information from the agency or the protestor. The deciding official will resolve the protest through informal presentations or meetings to the maximum extent practicable.
- (i) A protestor may represent itself or be represented by legal counsel. The DOJ will not reimburse the protestor for any legal fees related to the agency protest.
- (j) The DOJ will stay award or suspend contract performance in accordance with FAR 33.103(f), unless the contract award is justified, in writing, for urgent and compelling reasons or is determined, in writing, to be in the best interest of the Government. The justification or determination shall be approved at a level above the Contracting Officer. The stay or suspension, unless over-ridden, remains in effect until the protest is decided, dismissed, or withdrawn.
- (k) The deciding official will make a best effort to issue a decision on the protest within thirty-five (35) days after the filing date. The decision shall be written, and provided to the protestor using a method that provides for evidence of receipt.
- (l) The DOJ may dismiss or stay proceedings on an agency protest if a protest on the same or similar basis is filed with a forum outside DOJ.
- (End of Clause)