

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

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

1. REQUISITION NUMBER				PAGE 1 OF 81	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER	
5. SOLICITATION NUMBER 1605C4-26-R-00010				6. SOLICITATION ISSUE DATE 06/15/2026	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Ryan Proietto		b. TELEPHONE NUMBER (No collect calls) 801-233-4934	
9. ISSUED BY US Department of Labor Customer Acquisition Services 200 Constitution Ave, NW Washington DC 20210			10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) </div> <div> <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A) </div> <div> NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 722310 SIZE STANDARD: \$47 </div> </div>		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A <input type="checkbox"/> RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)	
13b. RATING		14. METHOD OF SOLICITATION REQUEST <input type="checkbox"/> REQUEST FOR QUOTE (RFQ) <input type="checkbox"/> INVITATION FOR BID (IFB) <input checked="" type="checkbox"/> FOR PROPOSAL (RFP)			
15. DELIVER TO US DEPARTMENT OF LABOR NATIONAL MSHA ACADEMY 1301 AIRPORT RD BEAVER WV 25813			16. ADMINISTERED BY US Department of Labor Customer Acquisition Services 200 Constitution Ave, NW Washington DC 20210		
17a. CONTRACTOR/OFFEROR			18a. PAYMENT WILL BE MADE BY		
TELEPHONE NUMBER					
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE
	The U.S. Department of Labor (DOL), Office of the Senior Procurement Executive (OSPE), on behalf of the Mine Safety and Health Administration (MSHA), has a need for Cafeteria Services for the National Mine Health and Continued... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Government Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4. ADDENDA FAR 52.212-3 AND 52.212-5 ARE ATTACHED. <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
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			29. AWARD OF CONTRACT: REFERENCE OFFER DATED: . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or print) Alicia M. Jackson		31c. DATE SIGNED

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<p>Safety Academy (NMHSA) located at 1301 Airport Road in Beaver, West Virginia, in accordance with this Request for Proposal (RFP).</p> <p>This RFP will result in a single award.</p> <p>The Period of Performance shall be for one (1) Base Period of 12 months and four (4) 12-month Option Periods.</p> <p>This acquisition is unrestricted.</p> <p>Tradeoff source selection procedures will be utilized.</p> <p>Please read the RFP in its entirety, including instructions for submitting a proposal and the evaluation criteria the Government will use to make an award.</p> <p>*NOTE: This acquisition will be conducted on an unrestricted basis while giving priority to the West Virginia Division of Rehabilitation Services in accordance with the Randolph-Sheppard Act.</p> <p>Period of Performance: 08/11/2026 to 08/10/2027</p> <p>Continued...</p>				

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. EMAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

STOCK RECORD (S/R)

38. S/R ACCOUNT NUMBER

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42a. RECEIVED BY (Print)

42b. RECEIVED AT (Location)

42c. DATE RECEIVED (MM/DD/YYYY)

42d. TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
	1605C4-26-R-00010	PAGE 3 OF 81

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>BASE PERIOD</p> <p>The Contractor shall provide Cafeteria Services at the National Mine Health and Safety Academy in Beaver, West Virginia, to include monthly enzyme treatments, in accordance with the attached Performance Work Statement.</p> <p>CLIN Type: Firm Fixed Price</p> <p>Period of Performance: 08/11/2026 to 08/10/2027</p> <p>Product/Service Code: H973</p>				
0002	<p>BASE PERIOD</p> <p>The Contractor shall provide optional dinner services in accordance with the Performance Work Statement.</p> <p>CLIN Type: Firm Fixed Price</p> <p>Minimum Guaranteed Amount (*Offeror fill in): \$</p> <p>*Minimum amount guaranteed to be paid only if sales are below this value.</p> <p>Period of Performance: 08/11/2026 to 08/10/2027</p> <p>Product/Service Code: H973</p>				
0003	<p>BASE PERIOD</p> <p>Reimbursement for food lost due to failure of Government Furnished Equipment (GFE) (freezer, refrigerator, etc.).</p> <p>Not to Exceed: \$15,000.00</p> <p>Period of Performance: 08/11/2026 to 08/10/2027</p> <p>Product/Service Code: H973</p>				
1001	<p>OPTION PERIOD 1</p> <p>Continued...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
	1605C4-26-R-00010	PAGE 4 OF 81

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1002	<p>The Contractor shall provide Cafeteria Services at the National Mine Health and Safety Academy in Beaver, West Virginia, to include monthly enzyme treatments, in accordance with the attached Performance Work Statement.</p> <p>CLIN Type: Firm Fixed Price</p> <p>(Option Line Item) (Anticipated Option Exercise Date) 08/02/2027 Product/Service Code: H973</p> <p>Period of Performance: 08/11/2027 to 08/10/2028</p> <p>OPTION PERIOD 1</p> <p>The Contractor shall provide optional dinner services in accordance with the Performance Work Statement.</p> <p>CLIN Type: Firm Fixed Price</p> <p>Minimum Guaranteed Amount (*Offeror fill in): \$</p> <p>*Minimum amount guaranteed to be paid only if sales are below this value.</p> <p>(Option Line Item) (Anticipated Option Exercise Date) 08/02/2028 Product/Service Code: H973</p> <p>Period of Performance: 08/11/2028 to 08/10/2029</p>				
1003	<p>OPTION PERIOD 1</p> <p>Reimbursement for food lost due to failure of Government Furnished Equipment (GFE) (freezer, refrigerator, etc.).</p> <p>Not to Exceed: \$15,000.00</p> <p>(Option Line Item) (Anticipated Option Exercise Date) 08/02/2027 Product/Service Code: H973 Continued...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
	1605C4-26-R-00010	PAGE 5 OF 81

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
2001	<p>Period of Performance: 08/11/2027 to 08/10/2028</p> <p>OPTION PERIOD 2</p> <p>The Contractor shall provide Cafeteria Services at the National Mine Health and Safety Academy in Beaver, West Virginia, to include monthly enzyme treatments, in accordance with the attached Performance Work Statement.</p> <p>CLIN Type: Firm Fixed Price</p> <p>(Option Line Item) (Anticipated Option Exercise Date) 08/02/2028 Product/Service Code: H973</p>				
2002	<p>Period of Performance: 08/11/2028 to 08/10/2029</p> <p>OPTION PERIOD 2</p> <p>The Contractor shall provide optional dinner services in accordance with the Performance Work Statement.</p> <p>CLIN Type: Firm Fixed Price</p> <p>Minimum Guaranteed Amount (*Offeror fill in): \$</p> <p>*Minimum amount guaranteed to be paid only if sales are below this value.</p> <p>(Option Line Item) (Anticipated Option Exercise Date) 08/02/2028 Product/Service Code: H973</p>				
2003	<p>Period of Performance: 08/11/2028 to 08/10/2029</p> <p>OPTION PERIOD 2</p> <p>Reimbursement for food lost due to failure of Government Furnished Equipment (GFE) (freezer, refrigerator, etc.).</p> <p>Continued...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
	1605C4-26-R-00010	PAGE 6 OF 81

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
3001	<p>Not to Exceed: \$15,000.00</p> <p>(Option Line Item) (Anticipated Option Exercise Date) 08/02/2028 Product/Service Code: H973</p> <p>Period of Performance: 08/11/2028 to 08/10/2029</p> <p>OPTION PERIOD 3</p> <p>The Contractor shall provide Cafeteria Services at the National Mine Health and Safety Academy in Beaver, West Virginia, to include monthly enzyme treatments, in accordance with the attached Performance Work Statement.</p> <p>CLIN Type: Firm Fixed Price</p>				
	<p>(Option Line Item) (Anticipated Option Exercise Date) 08/02/2029 Product/Service Code: H973</p> <p>Period of Performance: 08/11/2029 to 08/10/2030</p> <p>OPTION PERIOD 3</p> <p>The Contractor shall provide optional dinner services in accordance with the Performance Work Statement.</p> <p>CLIN Type: Firm Fixed Price</p> <p>Minimum Guaranteed Amount (*Offeror fill in): \$</p> <p>*Minimum amount guaranteed to be paid only if sales are below this value.</p> <p>(Option Line Item) (Anticipated Option Exercise Date) 08/02/2029 Product/Service Code: H973</p> <p>Period of Performance: 08/11/2029 to 08/10/2030</p>				
3003	<p>OPTION PERIOD 3</p> <p>Continued...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
	1605C4-26-R-00010	PAGE 7 OF 81

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4001	<p>Reimbursement for food lost due to failure of Government Furnished Equipment (GFE) (freezer, refrigerator, etc.).</p> <p>Not to Exceed: \$15,000.00</p> <p>(Option Line Item) (Anticipated Option Exercise Date) 08/02/2029 Product/Service Code: H973</p> <p>Period of Performance: 08/11/2029 to 08/10/2030</p> <p>OPTION PERIOD 4</p> <p>The Contractor shall provide Cafeteria Services at the National Mine Health and Safety Academy in Beaver, West Virginia, to include monthly enzyme treatments, in accordance with the attached Performance Work Statement.</p> <p>CLIN Type: Firm Fixed Price</p> <p>(Option Line Item) (Anticipated Option Exercise Date) 08/02/2030 Product/Service Code: H973</p> <p>Period of Performance: 08/11/2030 to 08/10/2031</p>				
4002	<p>OPTION PERIOD 4</p> <p>The Contractor shall provide optional dinner services in accordance with the Performance Work Statement.</p> <p>CLIN Type: Firm Fixed Price</p> <p>Minimum Guaranteed Amount (*Offeror fill in): \$</p> <p>*Minimum amount guaranteed to be paid only if sales are below this value.</p> <p>(Option Line Item) (Anticipated Option Exercise Date) 08/02/2030 Product/Service Code: H973 Continued...</p>				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
	1605C4-26-R-00010	PAGE 8 OF 81

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
4003	<p>Period of Performance: 08/11/2030 to 08/10/2031</p> <p>OPTION PERIOD 4</p> <p>Reimbursement for food lost due to failure of Government Furnished Equipment (GFE) (freezer, refrigerator, etc.).</p> <p>Not to Exceed: \$15,000.00</p> <p>(Option Line Item)</p> <p>(Anticipated Option Exercise Date) 08/02/2030</p> <p>Product/Service Code: H973</p> <p>Period of Performance: 08/11/2030 to 08/10/2031</p>				

1 - Performance Work Statement (PWS).....	9
2 - Clauses.....	39
3 - Provisions	60
4 - Instructions to Offerors	76
5 - Evaluation Criteria	78

1 - Performance Work Statement (PWS)

Cafeteria Services for the National Mine Health and Safety Academy in Beaver, West Virginia

PART 1 GENERAL INFORMATION

1.1 Description of Services/Introduction:

The Contractor shall establish and operate in the Contractor's name, the food service facilities for the purpose of dispensing food, nonalcoholic beverages and such other items as may be authorized by the Contracting Officer's Representative (COR), in accordance with all terms and conditions specified herein this PWS. The Federal Mine Safety & Health Act of 1977 (MINE ACT) Pub. L. No. 95-164 (Nov. 9, 1977), as amended [30 U.S.C. §§ 801 et seq.] established the National Mine Health and Safety Academy. Food service is provided as part of room and board as outlined in 30CFR Part 42 Subpart C.

1.2 Background:

The National Mine Health and Safety Academy (Academy) is a residential training facility operated by the Mine Safety and Health Administration (MSHA). It is the world's largest facility devoted to health and safety in mining. It is a central training facility for Federal mine safety and health inspectors, mine safety professionals, other government agencies, the mining industry and labor. The National Mine Health and Safety Academy was constructed on 74 acres in the early 1970s with the intent to provide a self-contained training facility for the Agency and the mining industry. Mining professionals from across the United States and many foreign countries come to the Academy for health and safety training. The Academy complex, which opened in 1976, consists of 15 buildings, eight of which are inter-connected, making up 388,110 square feet and includes classrooms and laboratories accommodating 600 students, a residence hall of 174 lodging rooms, a cafeteria, a library, auditorium, and wellness facilities.

This food service will operate primarily for the students but there are approximately 150 building occupants. The Academy has visitors during the day that attend short seminars, on-site meetings and other functions. These visitors have access to the food service but may not necessary "overlap" the breakfast or lunch period.

1.3 Objectives:

The primary objective of this effort is for the Contractor to provide the dispensing of food, nonalcoholic beverages, and other items as authorized by the COR and/or Contracting Officer (CO) in accordance with all terms and conditions specified within this PWS.

1.4 Scope:

The scope of this contract will include cafeteria facility management functions. The Contractor will also be responsible for vending machines and the student store.

The Contractor shall establish and operate the food service facilities described herein for the purpose of dispensing food and nonalcoholic beverages as authorized by the CO or COR in accordance with the terms and conditions of this contract. The Contractor shall, in all respects, conduct the Food service operation in accordance with all accepted industry practices and comply with all local, state and federal health regulations. The Contractor shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of buildings in which services are provided.

1.5 Period of Performance:

The Period of Performance for this contract shall be for one (1) Base Period of 12 months and four (4) 12-month Option Periods that may be exercised at the discretion of the Government. The Period of Performance is as follows:

Period	Period of Performance
--------	-----------------------

Base Period	08/11/2026 to 08/10/2027
Option Period 1	08/11/2027 to 08/10/2028
Option Period 2	08/11/2028 to 08/10/2029
Option Period 3	08/11/2029 to 08/10/2030
Option Period 4	08/11/2030 to 08/10/2031

1.6 General Information

1.6.1 Quality Control:

The Contractor shall develop and maintain an effective Quality Control Program (QCP) to ensure services are performed in accordance with this PWS. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which he assures himself that his work complies with the requirement of the contract. The QCP shall be delivered to the CO and the COR 10 working days after contract award. The Government will accept or submit any proposed changes to the QCP within 10 working days after receipt of such plan. After acceptance of the QCP the Contractor shall receive the CO's acceptance in writing of any proposed change to his QC system. The QC is to be submitted to the COR and CO within 10 calendar days of contract award.

1.6.2 Quality Assurance:

The Contractor shall develop and submit with its offer, quality assurance procedures it intends to apply to this requirement to identify, prevent, recurrence of defective services. At a minimum, the Contractor shall provide quality assurance procedures that ensure successful contract performance and address the areas identified in Technical Exhibit 1, "Performance Requirements Summary". These procedures will be part of the offerors technical approach and may be integrated into the Government's Quality Assurance Surveillance Plan (QASP). The Government will use the QASP to evaluate the Contractor's performance under this contract.

The Government shall evaluate the Contractor's performance under this contract action in accordance with the QASP. This plan focuses primarily on what the Government must do to ensure that the Contractor has performed in accordance with the performance standards. It defines how the performance standards will be applied, the frequency of surveillance, and the minimum acceptable defect rate(s).

Quality Management/Quality Assurance Surveillance:

Contractor's professional(s) shall be subject to Quality Management measures.

Surveillance Methods: Contractor performance will be monitored by the Government using the standards as outlined within the QASP and the monitoring methods.

The QASP explains the following:

- What will be monitored?
- How will monitoring be conducted?
- Who will conduct the monitoring?
- How to document the efforts and results of monitoring?

The QASP does not detail how the Contractor accomplishes the work, but rather the QASP is created with the premise that the Contractor is responsible for management and quality control actions to meet the terms of the contract. The plan focuses on what the Government must do to ensure the Contractor has performed in accordance with the performance standards. It is the Government's responsibility to evaluate performance objectively, fairly, and consistently.

Complaints: The CO will resolve complaints concerning the Contractor's relations with the Government employees. The CO has final authority to validate complaints. If the Contractor is involved and named in a validated employee complaint, the Government reserves the right to refuse acceptance of the services of such personnel. This does not preclude refusal in the event of incidents involving physical or verbal abuse.

1.6.3 Remedies

The CO shall follow RFO 52.212-4, “Contract Terms and Conditions-Commercial Items” for Contractor’s failure to perform satisfactory services or failure to correct non-conforming services.

1.6.4 Recognized Holidays:

The Contractor is not required to perform services on recognized holidays.

The Federal Government observes the following holidays, and Federal buildings will be closed. Federal contractors shall not perform services under this contract on the following holidays:

New Year’s Day
Inauguration Day (if applicable)
Martin Luther King Jr.’s Birthday
President’s Day
Memorial Day
Juneteenth Day
Independence Day
Labor Day
Columbus Day
Veteran’s Day
Thanksgiving Day
Christmas Day

In addition to the recognized holidays, if there are Government early dismissals, late arrivals, office closures due to inclement weather, early holiday closures, or any other reasons deemed necessary, the Contractor will coordinate with the COR and CO to determine if any of these events apply to contract staff.

1.6.5 Hours of Operation/Description of Facilities:

A. Service Schedule.

Food services will be provided five (5) days per week, Monday through Friday (except for holidays observed by the Federal Government) at a minimum for the below listed hours. The food service will remain open daily until 1:00 pm for student classroom breaks. If requested for afternoon classroom breaks, coordination with the food service director and COR is required. The schedule is as follows:

Meal Period	Opening	Closing
Breakfast	6:15 AM	8:00 AM
Lunch	11:30 AM	1:00 PM
Dinner (Optional)	5:30PM	7:00 PM

On weekends, Saturday and Sunday, when requested by the Government, cafeteria services will be provided as follows:

Meal Period	Opening	Closing
Breakfast	6:30 AM	8:30 AM
Lunch	12:00 PM	2:00 PM
Dinner (Optional)	5:30 PM	7:00 PM

The above hours are minimum hours to which the Contractor must adhere; if the Contractor wants to extend the service schedule to increase its financial viability, the hours can be extended. Changes must be requested in accordance with a modification to the service schedule. The Contractor has the option of opening for the dinner period to increase its financial viability without a financial guarantee

from the Government.

B. Modification to Service Schedule.

Any request for modifying the hours or days of service shall be submitted for approval of the COR prior to start of service date. The Contractor can submit a request for reduction in service during Government holiday periods in advance (14 days). If the Telecommute and/or Alternate Work Schedule (AWS) Agency programs impact sales levels on specific business days, the Contractor can submit a request for change in service on these days. The COR will review the request and advise the Contractor if a request is approved.

The Government may request modifications to operating hours due to student training schedules, reduction and or Academy closures. The CO or COR may adjust hours as necessary to accommodate the requirements of the Academy.

C. Suspension of Work:

In the event Federal employees are dismissed from work for any reason (e.g. due to severe weather, unanticipated holidays declared by the President or failure of the Congress to appropriate funds, etc.), the Contractor may be required to temporarily cease operations. The Government will not be liable for any claim for business lost during such a suspension of Government operations.

The Contractor will resume operations on the following Government business day. The Contractor is required to notify the COR immediately if operations cannot be resumed on that day.

D. Reduction in Schedule due to student count:

It is estimated the cafeteria shall be closed eight (8) weeks a year due to low student count. Those weeks generally fall during the weeks of Government holidays but may include other weeks due to low students counts. These weeks will be provided as they become available. The Government will provide these dates at least two (2) weeks in advance.

Description of Facilities:

A. Location in the Building:

National Mine Health and Safety Academy
1301 Airport Road
Beaver, WV 25813

Cafeteria and Kitchen:

The kitchen and cafeteria are located on the first-floor level.

B. Seating Capacity.

Approximately 275 seats.

C. Access to Building.

The Academy allows convenient access to the food service level to visitors that have a valid driver's license or other form of identification. All visitors must pass through the security guard at the entrance gates.

The Government shall be responsible for cleaning and maintenance of dining room flooring/carpet when needed and through contracted timeframes.

1.6.6 Place of Performance:

The work to be performed under this contract will be performed at the National Mine Health and Safety Academy located at 1301 Airport Road, Beaver, WV 25813.

1.6.7 Type of Contract:

The Government anticipates award of a firm fixed price contract.

1.6.8 Security Requirements:

FPS will conduct a background check utilizing the National Agency Checks with Written Inquiries (NACI) to determine the existence of a criminal record once the FPS HSPD-12 Contract Info Worksheet is received and reviewed for accuracy and completeness. Upon receipt of the FPS HSPD-12 Form, the FPS staff will conduct the appropriate Background investigation. If no negative information is received, FPS will enter the Contractor's into the e-QIP system for processing. The Contractor will receive an e-mail notification to access the internet and logon to e-Qip and complete the indicated security forms. The Contractor will have seven (7) working days to enter e-Qip and fill out all necessary forms. Upon completion of the forms and e-QIP acceptance of the forms, the system will generate a general release form, a medical release form and an e-QIP Investigation # attached. The Contractor will sign the release form and together with two (2) copies of completed fingerprint cards, and a copy of two (2) picture ID's. Fingerprint results should take 3-5 days to be completed and results provided to Credentialing Official at NCR. <https://www.dhs.gov/homeland-security-presidential-directive-12>.

A contract employee may start work on a contract while awaiting NACI clearance if escorted or their work is limited to public areas and normal public access times. Until a "Suitable" NACI determination has been made, the contract employee must submit to the security check access procedure that is in place at the facility where the employee is working. The security clearance office/personnel will not provide the employee with an access badge, until the "Suitable" NACI has been received.

If security clearance office/personnel receive evidence of disqualifying criminal history information, they will immediately advise the COR that the employee has received an "Unsuitable" NACI. The COR will advise the contract employer that the employee is "Unsuitable" and a Notice of Final Adjudication determination must be rendered. Until that check is completed, the individual in question will not be allowed access in the Federal building as a contract employee.

A person who receives an "Unfavorable" Notice of Final Adjudication determination will be provided a reasonable time (30 days) to challenge the accuracy of the information contained in the FBI criminal history records; past employment history and/or state criminal history repositories; or to provide additional facts, proof and supporting documents outlining any mitigating circumstances affecting any information maintained in the criminal history records. During the 30 days the person will not be allowed access to the building.

All contract employees that receive a "Favorable" Notice of Final Adjudication receive a clearance valid for five (5) years from the Notice of Final Adjudication date. Contract employees cleared through this process while employed by a Contractor who is subsequently replaced by another Contractor shall only be required to submit another set of clearance forms if the employee has not been cleared within the last five (5) years, or if required by the COR.

In emergency situations, such as when a replacement is needed for a long-term contract employee, due to illness or other unforeseen events, a substitute contract employee may be granted access to the facility. The Manager must ensure that the employee is escorted while they are performing their assigned contract duties or their work is limited to public areas and normal public access times, until the new employee has received a "Suitable" NACI clearance.

The Contractor shall possess a valid background check showing no evidence of Federal, state, or local felony charges and/or convictions.

The Contractor shall submit any contingent contracts or subcontracts that provide any services required under this contract if requested by COR or CO. Security clearances will be according to Government policy, regulations, and procedures.

1.6.8.1 Physical Security:

The Contractor shall be responsible for safeguarding all Government equipment, information and property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

Designated employees shall have the responsibility for determining that all equipment has been turned off, lights and fans turned off, and doors locked when the cafeteria is closed. The key to the kitchen/food service area is to be picked up by the manager/alternate from the Security Guard at the main security gate entrance upon entering the Academy complex each workday. The key shall be available for emergency use only at the main security gate. The Contractor shall immediately, upon arrival at the facility, contact the Security staff if the facility is found unsecured. This is a daily routine with the key being returned to the Security staff when exiting

the complex. The Contractor shall be responsible for safeguarding all Government property provided for Contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

1.6.8.2 Key Control:

The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the COR.

The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the COR.

1.6.8.3 Identification of Contractor Employees:

At all times while on duty, the Contractor's employees shall wear a distinctive professional looking uniform that displays the company logo, wear a hair net and or other suitable head covering, appropriate use of gloves while always handling food and a legible ID name badge as a means of identification while they are in the building.

1.6.8.4 Employee Conduct:

Contractor employees shall always present a professional appearance and their conduct shall not reflect discredit upon the United States and the U.S. Department of Labor (DOL).

1.6.8.5 Removing Employees for Misconduct or Security Reasons:

The Government may, at its sole discretion, direct the Contractor to remove any Contractor employee from DOL facilities for misconduct or security reasons. Standards of conduct shall be consistent with those prescribed by current federal personnel regulations. The CO and COR shall deal with issues raised concerning the Contractor's conduct. The final arbiter on questions of acceptability is the CO. Removal does not relieve the Contractor of the responsibility to continue providing the services required. The CO will provide the Contractor with a written explanation to support any request to remove an employee.

1.6.8.6 Rules of Behavior for Computer Use:

The Contractor shall comply with the Computer Security Act of 1987. All products and deliverables developed for the Government shall comply with the DOL SDLCM standards, DOL Computer Security guidelines and the guidelines contained in OMB Circular A-130. All contract staff working in DOL office space and/or using the DOL LAN/WAN and computer systems to perform duties under this contract will agree to and sign the DOL Rules of Behavior for Computer Use and a Non-disclosure Agreement. A copy of each signed and witnessed non-disclosure agreement shall be submitted to the COR prior to the employee performing any work under the contract.

1.6.8.7 IT Systems Security:

Contractor staffs are required to conform to DOL's information technology and applicable personnel security and privacy requirements. The Contractor agrees to comply with the IT system security and/or privacy specifications set forth in the PWS, the Computer Security Act of 1987 Office of Management and Budget (OMB) Circular A-130 is, Appendix III, "Security of Federal Automated Information Systems," and the DOL Computer Systems Security handbook (Release 2.0, dated April 2004). The Contractor further agrees to include this provision in any subcontract awarded pursuant to this prime contract. NOTE: OMB Circular A-130 is accessible via web site <http://www.whitehouse.gov/sites/default/files/omb/assets/omb/circulars/a130/a130trans4.pdf>

1.6.9 Special Requirements:

The Government requires that all food service employees have a certified food handler's card as required by the Raleigh County Health Department.

1.6.10 Post Award Conference/Periodic Progress Meetings:

The Contractor shall attend any post award conference convened by the Contracting Activity or Contract Administration Office in accordance with Federal Acquisition Regulation Subpart 42.5. The CO, COR, and other Government personnel, as appropriate, may meet periodically with the Contractor to review the Contractor's performance. At these meetings, the CO will apprise the Contractor of how the Government views the Contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues.

1.6.11 Contracting Officer Representative (COR):

The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists in contract administration. The COR is authorized to perform the following functions: assure that the Contractor performs the technical requirements of the contract; perform inspections necessary in connection with contract performance; maintain written and oral communications with the Contractor concerning technical aspects of the contract; issue written interpretations of technical requirements, monitor Contractor's performance and notifies both the CO and Contractor of any deficiencies; coordinate availability of Government furnished property, and provide site entry of Contractor personnel. A letter of designation issued to the COR, a copy of which is sent to the Contractor, states the responsibilities and limitations of the COR, especially with regard to changes in cost or price, estimates or changes in delivery dates. The COR is not authorized to change any of the terms and conditions of the contract.

1.6.12 Key Personnel:

Key personnel designated are Contractor personnel assigned to key positions or labor categories that are essential to the work performed herein. The CO will designate or replace Key Personnel, as appropriate.

DOL has determined that continuity through the retention of highly qualified Contractor personnel is a major factor for success in achieving high quality and efficient performance. If it becomes necessary for the Contractor to replace Key Personnel after designation, the Contractor shall provide to the CO and the COR a written evaluation of the impact on the progress and continuity of the relevant work that might result by replacing these personnel. The Contractor shall submit the names and resumes of replacement personnel to the CO and the COR for review not later than two (2) calendar weeks prior to their replacement, or as soon as known. All replacement personnel must possess qualifications equal to or higher than the qualifications of the person replaced. The CO and COR will evaluate the requests to ensure the potential candidate meets or exceeds the qualifications for the position. Once the resume for key personnel is reviewed, the Contractor must have said personnel on board as soon as the security clearance is finalized (generally 2-3 weeks).

The following personnel are considered key personnel by the Government:

Project Manager:

The Contractor is required to provide a professional, full-time, qualified food service person to act as the Project Manager of the food service facility. The Project Manager's resume will be reviewed by the Government to ensure the required qualifications are met. The Contractor's Project Manager will be delegated the authority, and shall be able to effectively manage the day-to-day operation of the food service relative to supervision of personnel and training, execution of the Contractor's proposal, menu planning, purchasing, cost control, sanitation, and customer satisfaction, etc. The Project Manager/alternate must be onsite when the food service is open for the entirety of the contract. The Project Manager shall notify the COR, via e-mail, of alternate in charge (scheduled or unscheduled).

1.6.12.1 Replacement of Key Personnel:

The DOL Mine Safety and Health Administration (MSHA) reserves the right to revoke access to its facilities or property of any individual, where such access is no longer clearly consistent with the DOL MSHA mission and responsibilities, and the Contractor agrees to immediately remove that individual from the jobsite in such circumstances. In cases of access revocation, the Program Office will inform the individual of the basis of the revocation, unless to do so would reveal classified or sensitive information, and give the individual an opportunity to explain, rebut or refute such basis in writing. Access will remain revoked pending prompt review of any such submission by the individual. The DOL MSHA shall have and exercise full and complete control over granting, denying, withholding or terminating access for contract individuals. Should the Contractor receive information regarding an employee which may affect the access of that employee to a DOL MSHA facility, e.g., knowledge of arrests, felony conviction, misdemeanor conviction, use of or addiction to drugs and/or chemicals, abuse of alcohol, indebtedness, a change in or treatment of mental health, or any behavior, activities, or associations which tend to show that the individual is not reliable or trustworthy, etc., the Contractor shall

advise the DOL MSHA immediately.

A representative of the Contractor (i.e. the District Manager), other than the above Project Manager, shall visit the facility periodically. A representative of executive status (e.g. a Vice President) shall be required to visit the facilities to adjust significant matters requiring attention upon 48-hour notice from the Government.

1.6.12.2 Key Personnel Qualifications:

Project Manager:

The Project Manager must possess the following qualifications:

- (1) A minimum of three (3) years restaurant management experience
- (2) Ability to obtain and maintain a food handler certification card
- (3) Working knowledge of general restaurant operations, including personnel management, food planning and preparation, purchasing, sanitation and health codes, and security
- (4) Excellent interpersonal skills with a focus on customer service

1.6.13 Identification of Contractor Employees:

At all times while on duty, the Contractor's employees shall wear a distinctive professional looking uniform that displays the company logo, wear a hair net and or other suitable head covering, appropriate use of gloves while handling food, and a legible ID name badge as a means of identification while they are in the building.

1.6.14 Organizational Conflict of Interest

Contractor and subcontractor personnel performing work under this contract may receive, have access to or participate in the development of proprietary or source selection information (e.g., cost or pricing information, budget information or analyses, specifications or work statements, etc.) or perform evaluation services which may create a current or subsequent Organizational Conflict of Interests (OCI), as defined in RFO 9.5. The Contractor shall notify the CO immediately whenever it becomes aware that such access or participation may result in any actual or potential OCI and shall promptly submit a plan to the CO to avoid or mitigate any such OCI. The Contractor's mitigation plan will be determined to be acceptable solely at the discretion of the CO and in the event the CO unilaterally determines that any such OCI cannot be satisfactorily avoided or mitigated, the CO may affect other remedies as he or she deems necessary, including prohibiting the Contractor from participation in subsequent contracted requirements which may be affected by the OCI.

1.6.15 Phase In/Phase Out Period

(If applicable): To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the Contractor shall have personnel on board during the 30 day phase in/phase out periods. During the phase in period, the Contractor shall become familiar with performance requirements in order to commence full performance of services on the contract start date.

1.6.16 Rights and Responsibilities of the Government:

A. Approval.

Subject to the detailed provisions stated in this PWS, Contractor operations shall be subject to the review and approval of the CO or their designated representative. Any specified task requested of the Contractor shall be identified within Part 5.

B. Public Space.

The Government reserves the right to use dining areas and other public spaces at other than serving periods for meetings of Government employees or other assemblies.

C. Restrictions.

1. Patronage. Since the facilities to be provided hereunder are for the benefit and conveniences of residential students and Federal employees, patronage from other sources may be regulated by the Government.

2. Facilities. The physical facilities made available to the Contractor under this contract shall not be used in connection with operations not included in the contract.

3. Equipment. Unless otherwise permitted by the CO or the COR, the Contractor shall not install and/or operate any automatic vending equipment other than that specified or remove any Government-owned equipment from the premises.

PART 2 DEFINITIONS & ACRONYMS

2. DEFINITIONS AND ACRONYMS:

2.1 DEFINITIONS:

2.1.1 CONTRACTOR:

A Supplier or Contractor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime. The prime Contractor shall ensure that the subcontractors comply with the terms and conditions of this contract.

2.1.2 CONTRACTING OFFICER (CO):

A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

2.1.3 CONTRACTING OFFICER'S REPRESENTATIVE (COR):

An employee of the U.S. Government appointed by the Contracting Officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

2.1.4 DEFECTIVE SERVICE:

A service output that does not meet the standard of performance associated with the Performance Work Statement.

2.1.5 DELIVERABLE:

Anything that can be physically delivered but may include non-manufactured things such as meeting minutes or reports.

2.1.6 KEY PERSONNEL:

Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS.

2.1.7 PHYSICAL SECURITY:

Actions that prevent the loss or damage of Government property.

2.1.8 QUALITY ASSURANCE:

The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.

2.1.9 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP):

An organized written document specifying the surveillance methodology to be used for surveillance of Contractor performance.

2.1.10 QUALITY CONTROL:

All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.

2.1.11 SUBCONTRACTOR:

One that enters into a contract with a prime Contractor. The Government does not have privity of contract with the subcontractor.

2.2 ACRONYMS:

ACOR: Alternate Contracting Officer's Representative

CFR: Code of Federal Regulations

CO: Contracting Officer

COR: Contracting Officer's Representative

DOL: U.S. Department of Labor

FAR: Federal Acquisition Regulation

HSPD: Homeland Security Presidential Directive-12

MSHA: Mine Safety and Health Administration

NMHSA: National Mine Health and Safety Academy located in Beaver, WV

OCI: Organizational Conflict of Interest

OMB: Office of Management and Budget

PIPO: Phase In/Phase Out

PIV: Personal Identity Verification

POC: Point of Contact

POP: Period of Performance

PRS: Performance Requirements Summary

PWS: Performance Work Statement

QA: Quality Assurance

QAP: Quality Assurance Program

QASP: Quality Assurance Surveillance Plan

QC: Quality Control

QCP: Quality Control Program

RFO: Revolutionary FAR Overhaul

TMS: Total Maintenance System

PART 3 GOVERNMENT FURNISHED PROPERTY, EQUIPMENT, AND SERVICES

3.1 General:

The Government will provide the facilities where the food service contract will be performed. All GFE provided by the Government will be managed in accordance with DOL property management guidelines.

3.2 Equipment:

The Government will furnish for the Contractor's use, food service equipment listed in the attached Inventory of Food Service Equipment List.

For Contractor personnel performing work on Government premises, the Government will provide network connectivity.

3.3 Services:

3.3.1 Utilities:

All utilities in the facility will be available for the Contractor's use in performance of tasks outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The Contractor shall be responsible for operating under conditions that preclude

the waste of utilities.

3.3.2 Equipment Repairs:

The Government shall be responsible for the repair and the repair cost (material, parts, and labor) of Government-owned equipment.

The Contractor shall immediately report any potential need of repairs to Government-owned equipment or repairs to food service facilities through written notification to COR by a work order. Work orders are submitted through the Government's Total Maintenance System (TMS). The Government's designated representative will make the decision to proceed with the repairs or a replacement of equipment. The Contractor will be responsible for all equipment repair costs or replacement costs due to improper use, vandalism or abuse by Contractor employees.

3.3.3 Floors:

The Government shall be responsible for cleaning and maintenance of dining room flooring/carpet when needed and through contracted timeframes.

3.3.4 Windows:

The Government shall be responsible for the cleaning of all windows (outside and inside thereof).

3.3.5 Rodent/Pest Control:

The Government will contract, pay for and maintain an effective food service related program for Rodent/Pest Control. The Contractor shall coordinate efforts with the programs conducted by the building's management staff and/or building management pest control Contractor. The Contractor shall be responsible for advising the COR about any structural, sanitary, or procedural actions by the Government that would reduce food, water, harborage, or access used by pests. The Contractor must maintain a high sanitation standard to the satisfaction of the Government to help control and minimize rodent activities. Failure to maintain high sanitation standards will result in the Contractor assuming all rodent/pest control costs.

3.3.6 Trash Removal:

The Government will contract and pay for trash removal and the trash container. The Contractor is responsible for transporting trash (material that cannot be recycled) to the building trash container location. Failure to maintain high sanitation standards will result in the Contractor assuming all trash removal costs. The Contractor is responsible for maintaining and emptying trash from dining room collection points during and after service.

3.3.7 Additional Cleaning:

The Government shall also be responsible for cleanings as follows: Annual High Cleaning of entire ceiling tiles, light cover diffusers behind the serving line, Biannual Exhaust System Cleaning of hoods, fire control, plumbing, and sensors.

3.4 Facilities:

3.4.1 Government Furnished Space:

The Government agrees to grant to the Contractor for the stipulated period, subject to the contract requirements and conditions herein, the right to establish, manage and operate a cafeteria in the Academy as described herein and in connection therewith to prepare and sell food, nonalcoholic beverages and such other products as the Government may authorize.

3.4.2 Vending Machines:

The Government agrees to grant to the Contractor for the stipulated period, subject to the contract requirements and conditions herein, the right to manage and service all vending machines located in the Academy buildings as described herein and in connection therewith to sell snacks, nonalcoholic beverages and such other products as the Government may authorize. The Government determines the location of all snack and vending machines.

3.4.3 Student Store:

The Government agrees to grant to the Contractor for the stipulated period, subject to the contract requirements and conditions herein, the right to manage and stock the student store located in the main Academy building as described herein and in connection therewith to sell snacks, nonalcoholic beverages, sundries, souvenir merchandise, and such other products as the Government may authorize. Items for stock and sold will be presented to the CO or COR for prior approval.

3.4.4 Facilities access/alteration:

At the beginning of the contract period, the Government will provide space for operations under the contract, as set forth herein, space as it may deem necessary or desirable. The Government will provide adequate ingress and egress, including a reasonable use of existing elevators, corridors, passageways, driveways, and loading platforms. The Government will, as it deems advisable, provide space heating, space lighting, ventilation, and the utilities. In addition, it will:

- a. Make such improvements and alterations as it may deem necessary or desirable to prepare or recondition assigned space for its intended purpose, including improvements and alterations necessary to conform to applicable sanitary requirements or add services modules within the facility that is desired by the Government to meet customer requirements at the Government's discretion.
- b. Maintain and repair building structure in areas assigned for the operator's use, including painting and redecoration, the maintenance of gas, water, steam, sewer (including all grease traps), electrical lines, ventilation (including duct work and fans), fire suppression systems, building electrical lighting fixtures (including re-lamping), walls, ceilings and repair of floors and floor coverings. The Contractor shall bear the expenses of repairs necessary because of negligence on the part of the Contractor or the Contractor's employees.
- c. At its own expense, provide, install, and permit the Contractor to use the equipment listed and additional equipment of a similar type when required for expansion approved by the CO; provided, that equipment no longer needed for the contract operations may be withdrawn by the COR. The Government will replace equipment which it has provided, as it deems necessary.

3.4.5 Parking:

Parking spaces are provided.

3.4.6 Liability:

The Government will be responsible for any damage or loss occasioned by facility loss of power, fire, accident, or otherwise to the Contractor's stored supplies, materials, or equipment. Any personal injury or physical damage to the building or equipment resulting from fire or other causes shall be reported to the Facility Manager, COR, or CO immediately.

PART 4 CONTRACTOR FURNISHED ITEMS AND SERVICES

4.1 General:

Except for those items specifically stated to be Government furnished in Part 3, the Contractor shall furnish all other items required to perform the services in this PWS. For Example: The Contractor shall provide all equipment for performance in accordance with the terms and conditions of the PWS.

4.2 Equipment:

All required equipment and utensils (sample list below) shall be provided by the Contractor who shall replace such equipment and utensils when necessary. Equipment and utensils provided by the Contractor shall be of a quality in keeping with that provided by the Government.

Sample items expected to be provided by Contractor:

- Can Openers
- POS System
- Storage Containers

- Condiment Dispensers
- Napkin Dispensers
- Glassware
- Steam table pans
- Utensils and kitchenware
- Merchandising Equipment
- Safe
- Machines - Office
- Scales - Food preparation
- Menu boards, letters, price markers
- Sharpeners
- Silverware
- Trash receptacles
- Trays
- Plates/bowls/cups
- Napkins

All other kitchen small wares to meet contract requirements.

Station signage displayed when Contractor is utilizing proprietary or regional brands.

The Contractor shall provide “Green” disposable products including products that are petroleum- free, contain post-consumer recycled content and processed chlorine free. All disposable products must be “compostable” and compatible with the recycling/compost system that will be or is in use within the building. The use of disposable products (including plates, cups, bowls etc.) constructed of Polystyrene Foam is prohibited.

The Contractor shall provide complete Point of Sale (POS) system to include the acceptance of patron’s use of credit and debit cards in an expeditious manner in the food service.

It is incumbent upon the Contractor to verify sizes and capabilities of Government-furnished dish, bowl, and mug dispensing equipment and to provide chinaware of appropriate size and weight to suit equipment. Also note type of self-bussing equipment in use, and dining tabletop sizes for trays.

Trash receptacles shall be of hard non-toxic plastic material. Single service compostable liners shall be used in conjunction with these receptacles. All trash containers will be provided with self-closing tops.

The Contractor should maintain a physical inventory of all Contractor owned equipment on site. All Contractor owned equipment shall remain the property of the Contractor throughout the contract term.

All items provided by the Contractor shall be of good quality, suitable for the purpose of its intended use, and consistent with the quality of the various items provided by the Government and meeting current business and industry standards.

The Contractor shall provide informational display boards at recycling/trash stations that will identify material and instruct customers to sort recyclable and/or compostable material from waste material.

4.3 Proprietary Marks:

DOL acknowledges that the names, logos, service marks, trademarks, trade dress, trade names, and patents, whether or not registered, of Contractor are proprietary to the Contractor, and its affiliated and parent companies, and will not use the marks for any purpose except as expressly permitted in writing by the Contractor.

4.4 Business Licenses, Taxes & Assessments:

The Contractor shall pay all Federal, State, City, and other taxes or assessments in connection with the operation and performance of the Services. The Contractor shall keep current and pay all licenses and permit fees in connection with Services including employers’ liability coverage.

4.5 Payment of Postage and Fees:

The Contractor shall pay all postage and fees relating to contractual information, forms, reports, etc. mailed to the Government.

4.6 Marking:

All information submitted to the CO or COR, shall clearly indicate the contract number for which the information is being submitted.

PART 5 SPECIFIC TASKS

5.1 Basic Services:

The Contractor shall provide prompt, efficient, and courteous service, and avoid undue interference with the operation of the building in which services are provided. The Contractor shall employ sufficient and suitable personnel to support this contract, secure and maintain insurance, maintain records, submit reports, and observe other contract requirements, as more specifically set forth herein. The Contractor shall pay all fees, expenses, or other charges incident to or resulting from operations under the contract as more specifically set forth herein.

The Contractor shall meet monthly or as needed with the COR and designated tenant Agency representatives to discuss mutual objectives, including but not limited to service levels, wellness, sustainability menus and marketing programs. Contractor will be responsible for compliance with Section 508 (29 USC 794(d)) for any submissions for mass emails or websites.

The Academy's Student Services Branch will furnish the Contractor with a 3-week planned student enrollment figure. The Government shall not be held responsible for any variation from this employee and/or student population figure since the extent of occupancy is not guaranteed.

The Contractor will be responsible for scheduling a dietician/nutritionist to attend new student orientations, as requested by the CO or COR, to provide an overview of food services and healthy eating habits. Dietician/nutritionist will conduct a 6-week review.

Patrons shall be encouraged to remove trays, containers, and utensils from tables to tray/collection carts, and/or the trash/recycle stations that will be strategically located in the dining area. The Contractor will provide busing service during service hours to remove any remaining soiled trays, containers and utensils and assure that tables and chairs are kept clean throughout the meal service periods. The Contractor is responsible for maintaining and emptying trash from dining room collection points during and after service.

There also may be occasions when students and/or Government staff or other contractors are stranded at (or relocated to during a COOP situation) the Academy complex for an indeterminate length of time due to inclement weather conditions, flood, or other emergencies. The Contractor shall maintain an inventory sufficient to provide food service for 200 persons at 3 meals a day for 7 days to meet such contingencies. When inclement weather exists, selected food service personnel (selected by the Contractor) shall be accommodated in the residence hall. Therefore, food service will be available for students, staff, etc.

5.2 Personnel and Supervision:

The Contractor shall employ sufficient professional personnel to maintain sanitary conditions and satisfactory service which will ensure prompt and efficient service. All employees must be sober, conscientious, neat, and courteous. All employees assigned by the Contractor to perform work under this food service contract must be physically able to do their assigned work and shall be free from communicable diseases. All Contractor personnel must be able to read, write, speak, and understand English in order to carry out all duties assigned to them and communicate with patrons. The Contractor must provide training to employees to ensure competent performance in all areas associated with these contracted services.

To facilitate customer feedback, the Contractor will establish comment cards, an online or e-mail customer feedback program with comments being sent directly to the on-site manager, the COR and the Academy representative. The establishment of this program will be coordinated with the Academy. The on-site manager will monitor daily the customer comments and/or complaints received via such program and respond appropriately. The Government will reserve the right to monitor both customer submissions and Contractor responses.

The Contractor must provide security-cleared, trained relief personnel (management and hourly) to substitute for the regular employees when they are absent (scheduled or unscheduled) in order that a high quality food service operation will be maintained with

consistency of standards at all times.

The Contractor shall require the employees to comply with such instructions pertaining to conduct and building regulations as are in effect for the control of persons in the building, or as may be issued for that purpose by Government representatives.

The Contractor is required to schedule an employee training program that will continue for the duration of this contract and any extensions thereof, to ensure that their employees perform their jobs with the highest standards of efficiency, customer service and sanitation excellence.

The Contractor must keep on site a record copy of training attendance and subject matter for all employees for Government review. MSHA and the Academy personnel are to be invited to attend training sessions, and the Contractor shall provide date and time of training sessions to COR.

All articles found by the Contractor, the Contractor's agents or employees, or by patrons and given to the Contractor shall be turned in to the front entrance security desk as lost and found items. The Contractor is to post signage to notify customers of lost and found location.

5.3 Menus:

It shall be the responsibility of the Contractor to provide a variety of quality prepared foods that are a model for wellness and sustainability and in accordance with industry trends, industry standard practices and the industry's latest innovative concepts. The Contractor shall offer food that provides a wide variety to customers, including vegetarian and healthy options. Special dietary restrictions will be addressed on a case-by-case basis. All menu items which meet any health claim eligibility must be clearly labeled for customers, in accordance with the attached "Health and Sustainability Guidelines for Federal Concessions and Vending."

In light of the emphasis placed on the wellness program in this solicitation, and in order to ensure optimum visibility of the healthy menu offerings, the Contractor should take into consideration the positive effects of priority placement of the healthy products in the cafeteria and on the serving lines. Examples of product placement may include placement of healthy menu offerings.

The Contractor shall comply with the nutritional information requirements of the 2013 and all subsequent revisions of U.S. Dietary Guidelines for Americans (www.health.gov/dietaryguidelines), including the following:

a. Prior to the start date of service, the Contractor shall provide to the COR a complete price/portion book for the account (e.g.: hamburger, list patty size and selling price; ham sandwich list ounces of meat, toppings included and selling price). Each menu item in the price/portion book shall be listed by concept and indicate if the menu item meets the criteria defined in the "Health and Sustainability Guidelines for Federal Concessions and Vending."

b. Procedures for Future Price Adjustments/Changes.

Future price adjustments/changes must be submitted with supporting documentation for approval in a spreadsheet format that includes:

1. Any changes to standard menu prices, portions, or items offered for sale shall be submitted to the COR 30 days in advance and shall be submitted as replacement pages for the price/portion book initially submitted by the Contractor. Daily or weekly promotional menu items are excluded.

2. Date of proposed price adjustment.

3. A market basket survey of at least three (3) similar food facilities in the local area (COR accepted locations).

4. In situations where one or more critical food or supply items have sudden upward price fluctuations due to an "Act-of-God" or other situation considered by the Contractor to be out of its control, the COR/CO are to be contacted with a request for a temporary surcharge or menu change. Once the subject item cost has stabilized, the former approved price is to be reestablished, or the item returned the menu as specified.

If the price change/adjustment is accepted by the COR/CO, a meeting will take place between COR, Contractor, and Agency for final approval. After approval, a notice to the customers is then created by the Contractor and posted in prominent locations at least 14 days prior to the on-site implementation. Every effort will be made by the COR to reach consensus on the final price adjustment within 45

calendar days.

It should be noted that the Government's expectation is that menu items be priced at less than regional pricing of similar commercial facilities due to the Government providing a fully furnished facility, not charging rent or utilities.

c. During each serving period, easy-to-read menus with prices listed and nutrition data shall be prominently displayed for the information of patrons at the cafeteria. Menus shall be posted at or near the cafeteria entrances and at the service points. All customer signage, menus, etc. must be printed (no hand-written signs are allowed). Contractor sponsored webpages with menu and related information are encouraged.

The Contractor shall also post nutritional information showing at a minimum caloric, fat, sodium and cholesterol levels near the service points.

An entree item shall not repeat on less than a three-week rotation unless students' request some favorite items be repeated.

The Contractor shall provide box lunches for late student arrivals and box lunches for departing students who are scheduled to leave before lunch when requested (in writing) by the CO or COR.

The Contractor shall also provide box lunches and/or dinners to students participating in class field trips.

If a student requests a carry-out meal for the third meal of the day, the student will be charged at the rate established for the dinner meal.

All box lunches shall at a minimum consist of:

- (1) Two (2) meat sandwiches
- (2) Chips
- (3) Dessert
- (4) A brand name beverage and a bottle of water that is at least 16.9 oz.

All box dinners shall at a minimum consist of:

- (1) Two (2) meat items
- (2) Two (2) salads
- (3) Roll
- (4) Dessert
- (5) A brand name beverage and one bottle of water that is at least 16.9 oz.

Upon request by the individual, the Contractor will accommodate special dietary needs (vegetarians, health reasons, religious holidays, etc.). The Contractor shall coordinate with those individuals to ensure meals are consistent with their needs.

Box lunches and dinners shall be comparable to what a student would receive, price-wise, for meals in the dining room. No additional costs shall be charged for these services. These will be included in the daily meal count for invoicing.

The Contractor shall provide carryout meals for staff or other contractors when requested and will be paid for by those staff/contractors.

The minimum weekly nutritional standards as published by the U.S. Department of Agriculture (Bureau of Human Nutrition and Home Economics) will serve as the basic standard.

The Contractor shall provide a salad bar, a selection of ice cream bars, and dessert bar with the lunch and dinner meals.

The Contractor may use a cooked-to-order menu when the student count is below 50. The Contractor shall provide a fruit bar for all meals with seasonal fruit.

The Contractor shall provide a breakfast menu which at a minimum includes:

- (1) Assorted brand name juices.
- (2) Hot and cold cereal.
- (3) Sausage/bacon/ham/turkey, egg dishes, and eggs cooked to order
- (4) French toast/pancakes/waffles, breads, bagels, pastries, etc.
- (5) Jelly, butter
- (6) Yogurt, Cottage Cheese
- (7) Hot and cold beverages

The Contractor shall provide a lunch and dinner (optional) menu with the following:

- (1) Two (2) or three (3) entrees; one (1) will be steamed, baked, or grilled (fish option) heart healthy
- (2) A vegetarian entrée
- (3) Two (2) soups of which one (1) will be heart healthy
- (4) Three vegetables
- (5) One starch (potato, rice, etc.)
- (6) Breads
- (7) Salad Bar

In addition to the above, hot sandwiches, made-to-order deli items, French fries, chips, pretzels, etc. shall be available at lunch.

There will be at least one low sodium/low fat/low cholesterol entrée included for each meal.

Juices shall be a concentrate made with real fruit juices and not fruit drink. Milk choices shall include regular, reduced fat, skim, and chocolate.

Homemade food items, freshly prepared on premises, are highly desirable.

The dessert bar will have at least one (1) clearly marked low sodium/low fat/low cholesterol/no sugar dessert.

There will be a minimum of six (6) and a maximum of eight (8) prepared menus on a regular weekly rotation. Student counts and food distributor items may require changes to menus.

The Contractor shall provide picnic/cookout meals for classes (ranging from 20 to 200 people). These meals are in lieu of a regular meal at the dining area and shall be part of the student meal ticket and served at no extra cost. This is with written approval of the CO or COR.

The amount of food and beverages provided needs to be sufficient enough to be considered “unlimited seconds” for students.

5.4 Wellness Program:

Background

The Federal Government is invested in assisting its employees and customers in making healthy food and beverage choices and creating and promoting a sustainable food system through procurement methods at federal facilities.

Food and Nutrition Guidelines for Concessions

This section outlines guidelines for food service concessions.

A. General Guidelines:

1. Nutrition menu labeling. Providing consumers with calorie and nutrient information is an important strategy for assisting people to select healthy diets. The lack of readily available calorie information in food service establishments makes it possible to consume excess calories without realizing it. Providing calorie information at the point of purchase can help people make more informed choices.

2. Standard Criteria:

a. All items available in cafeterias must be labeled with calories per serving as sold (or calories per measure provided for salad bar-

type service). Calorie labeling must be displayed at the point of choice in a clear and conspicuous manner on the menu board, or if menu boards are not available, labeling must be prominently posted on signs adjacent to the food items or menus.

-Exceptions to this standard are items not listed on a menu or menu board such as condiments and other items placed on the table or counter for general use; daily specials; temporary menu items appearing on the menu for less than 60 calendar days; and custom orders.

b. Additional nutritional information must be made available in written form, on request.

The nutrition information that must be available in written form to consumers upon request includes:

- The total number of calories derived from any source
- The total number of calories derived from the total fat
- Total fat
- Saturated fat
- Cholesterol
- Sodium
- Total carbohydrates
- Sugars
- Dietary fiber
- Total protein

c. A prominent statement regarding the availability of additional nutritional information available must be placed on the menu or menu board in written form, on request.

These criteria can be used by the Contractor as a foundation for public education efforts; the Contractor is strongly encouraged to use and promote this information in menu development, combo meal promotions and recipe development. It is the goal of this contract that the menu structure served at each meal period meets the above dietary restrictions.

5.5 Sustainability Program and Practices:

Background

The Federal Government recognizes the importance of promoting sustainable systems that protect our people, our planet, and our economic vitality. The commitment to sustainability goals is demonstrated in the following executive orders, U.S. Department of Agriculture (USDA) legislation, and USDA initiatives. These are a basis for the sustainability elements of these guidelines:

1. Executive Order 13423, “Strengthening Federal Environmental, Energy, and Transportation Management,” directs agencies within the Federal Government to practice environmentally, economically, and fiscally sound, integrated, continuously improving, efficient, and sustainable methods of operation.

2. Executive Order 13514, “Federal Leadership in Environmental, Energy, and Economic Performance,” provides the following general guidance for federal agencies:

- Increase energy efficiency; measure, report, and reduce greenhouse gas emissions from direct and indirect activities.
- Conserve and protect water resources through efficiency, reuse, and storm water management.
- Eliminate waste, recycle, and prevent pollution.
- Leverage Agency acquisitions to foster markets for sustainable technologies and environmentally preferable materials, products, and services.
- Design, construct, maintain, and operate high performance sustainable buildings in sustainable locations.
- Strengthen the vitality and livability of the communities in which federal facilities are located.
- Inform federal employees about and involve them in the achievement of these goals.

3. USDA defines sustainable agriculture as Congress defined the term in 1990 (7 USC 3103), as an integrated system of plant and animal production practices having a site-specific application that will over the long-term accomplish the following:

- Satisfy human food and fiber needs.
- Enhance environmental quality and the natural resource base upon which the agriculture economy depends.
- Make the most efficient use of nonrenewable resources and on-farm resources and integrate, where appropriate, natural biological cycles and controls.

- Sustain the economic viability of farm operations.
- Enhance the quality of life for farmers and society as a whole.

4. USDA encourages stronger connections between farmers and consumers, and support for local and regional food systems as a way to foster economic opportunity for farmers and ranchers, stimulate community economic development, expand access to affordable fresh and local food, cultivate healthy eating habits and educated, empowered consumers, and demonstrate the connection between food, agriculture, community, and the environment (see <http://www.usda.gov/knowyourfarmer> for more information).

It is encouraged that the Contractor employ these practices in their daily operation of the cafeteria and demonstrate their corporate capability by applying these standards.

Sustainability Standards

1. General Operations

Standard Criteria:

- Participate in waste reduction, recycling and composting programs, as available.
- Use green cleaning practices.
- Provide materials for single-service items (e.g., trays, flatware, plates, and bowls) that are compostable and made from bio-based products.

2. General Food

Standard Criteria:

- Offer seasonal varieties of fruits and vegetables.

3. Sustainability Labeling

Standard Criteria:

- Label Organic, local, or documented sustainably grown food items available in food service at the point of choice.

4. Animal Products

Standard Criteria:

- Offer fish/seafood that has been responsibly harvested. <http://www.fishwatch.gov>

5. Beverages

Standard Criteria:

- Offer drinking water

It is encouraged that the Contractor employ these practices in their daily operation of the cafeteria and demonstrate their corporate capability by applying these standards.

5.6 Sanitation and Quality:

-The Contractor shall serve quality food under clean and sanitary conditions in accordance with the provisions and recommendations contained in the most recently published Food Code, U.S. Public Health Service publication. All foods served shall be wholesome and free from spoilage, free from adulteration and misbranding, and safe for human consumption. Uncooked items, such as fresh fruits, shall be clean and free from blemishes. All foods shall, when served, be quality in appearance, correct temperature, and have consistency.

The minimum specifications the Contractor will use as a guide when purchasing food products are:

1. Meat:

- Beef USDA Choice
- Pork USDA Number 1
- Veal USDA Select and Choice Lamb USDA Choice
- Poultry USDA Grade "A" for all graded fresh or frozen poultry and poultry products as a minimum specification.

2. Seafood:

- Offer fish/seafood that has been responsibly harvested. <http://www.fishwatch.gov>

3. Dairy:

- a. Eggs Fresh USDA or State Grade “A”
- b. Butter USDA Grade “A” (92) Score
- c. Cheese USDA Grade “A” for all graded cheeses
- d. Milk and milk products USDA Grade “A” Fresh Soy products FDA guidelines
- e. Produce USDA Grade “A”
- f. Dry Stores Grade “A” Fancy
- g. Canned goods Grade “A” Fancy

4. Products containing high fructose corn syrup, modified corn starch, and other similar additives, as well as products including preservatives, are highly discouraged from being incorporated into menu items that will be prepared onsite.

5. Products purchased must meet the sodium level recommended in the 2026 and all subsequent revisions of U.S. Dietary Guidelines for Americans. If such products are not available in the marketplace, alternative products should be used and may include fresh prepared products.

6. Freshly prepared menu items (soups, entrees, side dishes, salads, desserts etc.) are highly desirable.

The above are the minimum specifications for sanitation and quality. Offeror may propose additional and higher standards that meet the Government’s goals of providing an environmentally sustainable, healthy food service for its customers as follows:

- a. The most recently published Food Code, U.S. Public Health Service publication and all local codes and regulations relating to food service sanitation and procedures shall be adhered to by the Contractor.
- b. The Contractor is to develop a Hazard Analysis and Critical Control Point (HACCP) plan as required by Health Department. A copy is to be available on site for COR review.
- c. Safety Data Sheets (SDS) shall be onsite prior to the start date of the contract and remain updated on site.
- d. The Government requires that all food service employees have a certified food handler’s card as required by the Health Department.
- e. Any suspected outbreak of illness, whether involving employees or visitors is to be reported immediately to the Agency and COR and to a public health consultant. A suspected outbreak of human illness results when two or more persons have common symptoms that could be associated with contaminated water or food sources or other adverse environmental conditions.

5.7 Recycling:

The Contractor shall participate and integrate with the recycling program (i.e. cardboard, aluminum, metal cans, plastic, glass, etc.) operated by the Government in the building. The Contractor shall collect, separate, breakdown boxes, and transport recyclables to the recycling bins located behind the loading dock.

The Contractor shall collect, store and recycle grease and cooking oils. The containers and surrounding space are to be kept clean and orderly by the Contractor. The kitchen grease will be collected in containers that are waterproof, vermin-proof, covered with working lids, and well-labeled to indicate what should be deposited in the container. The Contractor is invoiced for grease removal by vendor at approximate cost of \$200.00 per year.

5.8 Cleaning and Janitorial Services:

The Contractor agrees to furnish all labor, supplies, materials, equipment, and supervision sufficient to maintain the food service and foodservice equipment (including hoods and/or water wash down system) within its areas of responsibility in a clean, orderly, and sanitary condition at all times as detailed below. In connection with the performance of this contract, the Contractor shall not use any material which the Government solely determines would be unsuitable for the purpose or harmful to the surfaces to which it is applied.

The Contractor shall be responsible for the cleaning of all serving-area counters and associated equipment.

The Contractor shall be responsible for the daily cleaning and maintenance of the serving area floors that are behind the serving counters and considered “non-public.” The Contractor shall maintain the “public” serving area floors in a clean condition and spillage free during and after service hours. The Contractor shall be responsible for daily cleaning of the serving area floors that are considered

“public areas” and a periodic deep cleaning of serving area flooring as necessary by the Government.

The Contractor shall maintain the cafeteria dining room area flooring/carpet in a clean condition and spillage free during service hours. The Contractor shall leave the dining room flooring/carpet in “broom clean” condition and spillage free after service hours.

The Contractor shall be responsible for maintaining and cleaning dining room equipment including but not limited to, tables, table tops and bases, chairs, booths, counters, dining tray carts, trash collection stations and be responsible for removing trash and recyclables from the dining room collection points during and after service periods.

The Contractor shall be responsible for the cleaning and maintenance of the entire kitchen area and office space.

It is the responsibility of the Contractor to keep building areas and items utilized by the Contractor in a clean and sanitary condition, including but not limited to: walls, ceilings (excluding Building heating ventilation and air conditioning louvers, lighting fixtures or other building equipment that is part of a general building mechanical system), floor drains, kitchen, server areas, storage areas, loading docks and dumpster locations, dining area tables, chairs and floor, et al. The Contractor will be responsible for the weekly enzyme treatment of all floor drains and grease traps.

The Contractor will be responsible for complying with GS-42 Green Seal Environmental Standard for Cleaning Services during the term of this contract. For program details and additional information on Green Seal or any of its programs please contact www.greenseal.org.

Failure to keep any of the facilities that are the responsibility of the Contractor in a clean and sanitary condition satisfactory to the CO or the COR may result in the following:

- a. The CO or the COR may have the facility cleaned by other means and the cost of such work be charged to the Contractor.
- b. The COR may require additional cleaning as deemed necessary. No work shall be performed on weekends or Federal holidays, without prior approval of the COR or CO.

5.8.1 Hazardous Conditions:

The Contractor shall be responsible for identification, the prevention of, or cleanup of, unsanitary and reporting hazardous conditions that are dangerous to anyone using the food service facility to the CO or COR. This shall include any employee, agent or representative of the Contractor, Federal employee or other patrons of the food service facility and shall be applicable to any portion of the facility that is under the jurisdiction of the Contractor.

Hazardous Conditions: The Contractor is responsible for identifying any hazardous conditions that may develop in the space assigned to the contractor and shall immediately notify the COR of the condition. The Government does not warrant or guarantee that no other possible safety hazards exist.

Compliance with OSHA: Compliance with the Occupational Safety and Health Act and other applicable laws and regulations for the protection of Contractor employees and subcontractor employees performing the requirements defined in this specification is exclusively the obligation of the Contractor. The Government will assume no liability or responsibility for the Contractor’s compliance or noncompliance with such requirements.

5.8.2 Occupant Emergency Program:

The Contractor shall follow the program outlined for the Academy complex. All Contractor employees shall be organized and trained to participate in Fire, Shelter in Place (SIP) and drills including the reporting of fires. This shall be accomplished with the cooperation of the Designated Agency Representative and the Occupant Emergency Plan, a self-protection plan developed in accordance with DOL guidelines. A copy of this plan is available through the Designated Agency Representative.

5.9 Reporting Requirements:

1. Monthly (or Four-Week) Operating Statements:

- a. Monthly invoices are submitted in accordance with the invoicing instructions in the contract and to the COR for review. These invoices provide information relative to patronage/counts for each breakfast, lunch, dinner, and cash and credit sales information.

Each student or MSHA/waived patron will be issued a meal card. The meal counts will be based on the Sunday through Saturday actual number of meal cards swiped during each meal period. The Contractor shall be responsible for ensuring all patrons using a meal card swipe their meal card when coming through the cafeteria line to get their meal. All other patrons will be cash or credit sales for their meals.

b. The Government will pay for each meal as recorded by the card swipe report. Meals will be charged in accordance with established meal rates set by the contract. A monthly minimum guarantee will not exceed the Government's Independent Government Cost Estimate. All meals as determined by card swipes and cash/credit sales will be used for comparison against the monthly minimum guarantee. Cash/credit sales will be deducted from the monthly minimum. If total sales do not reach the established monthly minimum, the Contractor will receive the monthly minimum. If total sales exceed the monthly minimum, the amount paid to the Contractor will be calculated by total number of card swipes times the established meal rates. If the Government requests the food service to be open for dinner, a daily guaranteed minimum shall apply. The Contractor shall be paid the minimum if the minimum amount in sales is not met during dinner service.

2. Equipment records:

a. The Contractor shall acknowledge in writing within 30 calendar days of the contract start date to the COR receipt of the Government-owned equipment listed in the attached Equipment Inventory and properly track all additions, replacements and removals of Government owned equipment.

b. Throughout the contract period, and extensions thereof, the Contractor shall maintain current records of all equipment and small wares used in the contract operation, properly indicating thereon all additions, replacements, and removals.

c. The Contractor shall physically inventory all food stock on hand and all Student Store inventory at least once per quarter. Inventories shall be available when requested by the CO or COR.

d. The Contractor shall keep reports/checklists for cleaning and maintenance of equipment and serving areas. Reports shall be available when requested by the CO or COR.

5.10 Energy Conservation Guidelines:

The Contractor shall be responsible for securing lights and cafeteria/kitchen equipment during periods of non-active operations that are not essential for safety, security or sanitation. If such items are not secured, the CO can invoice the Contractor for energy used. Energy audits may be conducted at random during and after operating hours to ensure Contractor adherence to sound energy conservation practices, which shall include usage and conservation of water and energy.

5.11 Building Space:

The Government maintains the following:

a. Returned Space:

-The Contractor shall exercise reasonable care in the use of space and Government-owned equipment and, upon contract termination, the Contractor will yield such space and equipment in as good condition as when received, except for ordinary wear and tear, and damage or destruction beyond the Contractor's control and not due to the Contractor's fault or negligence.

b. Contractor owned equipment:

-Any equipment owned and/or provided by the Contractor (excluding small wares) shall become property of the Government at termination/conclusion of the contract unless the Contractor returns the space to its original condition as determined by the sole discretion of the Government. The above shall apply unless both parties agree in writing to an alternative arrangement for Contractor owned equipment.

5.12 Preventive Maintenance:

The Contractor shall implement a preventive maintenance program on all Government-owned equipment. The preventative maintenance program must be approved by the COR prior to start of contract.

Any preventative maintenance provided by the Contractor shall be in accordance with the preventative maintenance schedule provided

by the Government for the Government-owned equipment. Preventative maintenance follow-up by the Contractor is essential to ensure equipment is maintained properly.

The Contractor will maintain on file, in the food service, a record of the preventive maintenance work (de-liming of pot and pan machine, dish machine, and steam tables) that was performed and the dates that each job was accomplished. This record must be available for Government review.

5.13 Continuity of Operations:

The Contractor shall recognize that services covered by this contract are vital to the successful accomplishment of the Government's mission. The Contractor shall maintain continuity of services, without interruption, throughout the entire term of the contract according to the terms set forth herein. The Contractor may be told to continue operations in whole or part in the event of a Government "shutdown" due to a failure by Congress to agree on an operating budget, or due to an emergency situation, as the Academy is a designated Continuity of Operations Plan (COOP) site for senior DOL officials.

The DOL's COOP plan names the Academy as the DOL COOP site. In case of a COOP event, members of the Executive and contingency staff of the Department will proceed to the Academy under the direction of the Secretary of Labor. The Contractor shall provide and operate the food service on a continuous basis for the first 48 hours after notification and operate the food service on a regular basis for the duration of the relocation event. The Contractor shall have sandwiches ready during the first 48 hours for relocating staff that may arrive after normal serving hours and coordinate the delivery of food and supplies for extended operations.

PART 6 APPLICABLE PUBLICATIONS

-Not Applicable

PART 7 QUALITY CONTROL

7.1 Contractor Responsibility:

The Contractor is responsible for the day-to-day inspection and monitoring of all contract services performed to ensure compliance with contract requirements. The results of all inspections conducted by the Contractor shall be documented on inspection reports and made available to the COR upon request.

7.2 Quality Standards:

The Contractor shall ensure that the required services in the PWS and elsewhere in this contract, meet the quality standards outlined herein. All work performed under this contract shall be highest quality, consistent with best industry practices, assure timely provision of services, optimum tenant Agency satisfaction, comply with Wellness Program and Sustainability Plan requirements and adequate preventative maintenance of Government property and space.

7.3 Contract Representative:

Five (5) days prior to the contract starting date, the Contractor shall submit to the CO a written notice designating a representative at the site of the building to whom all notices issued by the Government may be delivered, mailed, or e-mailed, including notices required under the contract.

7.4 The Role of Government Personnel and Responsibility for Contract Administration:

A. Contracting Officer (CO)

The CO has the overall responsibility for administering this contract. He/she alone, without delegation, is authorized to take actions on behalf of the Government to: amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and delivery schedules; make final decisions on disputed deductions from contract payments for nonperformance or unsatisfactory performance; terminate the contract for convenience or default; and issue final decisions regarding contract questions or matters under dispute.

Additionally, the CO may delegate certain other responsibilities to his/her authorized representatives.

B. Contracting Officer's Representative (COR)

The Contracting Officer's Representative (COR) will be designated in a separate letter. This individual will assist the CO in discharging his/her responsibilities when he/she is unable to be directly in touch with the contract work. The responsibilities of the COR include, but are not limited to: determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract, taking into account any reports from the using Agency's designated representative; acting as liaison between the Contractor and Agency, when necessary; ensuring compliance with the contract requirements through periodic visits to the Contractor's facilities; assisting in the resolution of any issues that arise with regard to Contractor performance or Government responsibilities; assisting in the expedition of orders when required; and advising the CO of the factors which may cause delay in performance of the work.

C. Representatives of the Government

Representatives of the Government (CO/COR or Academy Safety and Health personnel, when warranted, are responsible for inspecting the Contractor's day-to-day work. The responsibilities of the Representatives of the Government include, but are not limited to: inspecting the work to ensure compliance with the contract requirements; documenting, through written inspection reports, the results of all inspections conducted; ascertaining that all defects or omissions are corrected; conferring with Contractor representatives regarding any problems encountered in work performance, and generally assisting the CO and COR in meeting his/her contract responsibilities.

7.5 Inspections:

1. Facilities operated under the contract will be inspected periodically by representatives of the Government and, when circumstances warrant, by representatives of local health departments. After each inspection the operator will be advised of unsatisfactory conditions for which he/she is responsible. Deficiencies thus reported shall be corrected by the operator in a timely period specified by such inspections or written justification for an extension of not more than one (1) full day. Local health inspections must be reported to COR within 24 hours.
2. The Government shall have the right to send its representative into areas assigned for the Contractor's use, at any time, for inspection or other purposes approved by the CO.
3. The Contractor will be subject to a monthly, unannounced audit of the food service facilities by a representative of the CO. The audit shall specifically include a comprehensive review of:
 - (a) Service quality, attentiveness, courtesy, and similar factors.
 - (b) Food quality, presentation, merchandising and promotions.
 - (c) Sanitary practices and conditions.
 - (d) Personnel appearance and staffing levels in accordance with Contractor proposal.
 - (e) Training program techniques, schedules, and records.
 - (f) Safety conditions.
 - (g) Menu compliance, as indicated in the minimum acceptable menu profile to include MSHA approved wellness selections.
 - (h) Portion sizes as submitted in the Contractor's plan.
 - (i) Menu pricing as submitted in the Contractor's plan.
 - (j) Cash Register receipts and sales records.
 - (k) Vendor overall program (stations and/or renovations) as submitted in the response to the RFP.
 - (l) Sustainability practices as specified in the Contractor Sustainability Plan.
 - (m) Adherence to contract requirements to participate in Government recycling program.
 - (n) Use Green Seal certified cleaning products.
 - (o) Maximizing and proper use of composting materials.
 - (p) Energy and water conservation program.
 - (q) Adherence to the dietary guidelines herein.
 - (r) Menu and nutritional analysis labeling.
 - (s) COOP program/operation on inventory and rotation of food stock

7.6 Reviews:

The CO/COR may request an on-site meeting between MSHA, the Academy, and the Contractor to discuss the Contractor's compliance with the contract, including but not limited to customer satisfaction and/or complaints, an assessment of the Contractor's implementation of the wellness and sustainability programs, Contractor's health and safety record, Contractor concerns, and other subjects the parties deem necessary. If significant issues are identified during a quarterly review, the Government will develop a Performance Improvement Plan. The Performance Improvement Plan will include reasonable and appropriate timeframes for remediation of the issue(s) noted therein. Contractor's failure to implement the Performance Improvement Plan within the timeframe(s) stated in the Performance Improvement Plan may be deemed, in the Government's sole discretion, failure to perform by Contractor, for which the Government may terminate for cause this contract.

It is in the best interest of the Government to ensure the success of the Contractor during the performance of this contract. The Government, with oversight and support of the Contractor, will also ensure the satisfaction of the Academy and its customers.

On-site meetings and reviews provided and conducted by the Contractor and CO/COR shall include a comprehensive review of the above and shall include:

- (a) Patron Survey - overall results and trend analysis.
- (b) Quantity of complaints/comments and specific nature with Contractor responses, including, without limitation, complaints/comments submitted by customers.
- (c) Monthly Inspections including internal, DOL, MSHA, Health Department, etc.
- (d) Food Safety Audit; employee food handlers' cards
- (e) Vendor overall program (stations and/or renovations) as submitted in the response to the RFP.
- (f) A summary of the year's inspection/audit reports from Section 5 above.

Part 7 Technical Exhibit Index

- 1. Technical Exhibit 1 - Performance Requirements Summary
- 2. Technical Exhibit 2 - Deliverables Schedule
- 3. Technical Exhibit 3 - Historical Meal Count Data for FY23-FY25
- 4. Technical Exhibit 4 - Historical Cash Sales Data for FY23-FY25
- 5. Technical Exhibit 5 - Government Furnished Property Inventory
- 6. Technical Exhibit 6 - Collective Bargaining Agreement

TECHNICAL EXHIBIT 1

Performance Requirements Summary:

The Contractor service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

Performance Objective	Standard	Performance Threshold	Method of Surveillance

PRS #1 The Contractor shall operate the food service facility for breakfast, lunch, and optional dinner	The Contractor shall provide service in accordance with (IAW) section 1.4 SCOPE, section 5.1 and 5.2 TASKS of the PWS	100%	Direct Observation, Periodic Inspection, User Survey, validated user/customer complaints
PRS #2 The Contractor shall provide menus that meet the standards in the PWS	The Contractor shall meet all guidelines IAW with section 5.3 tasks in the PWS	90%	Direct Observation, Periodic Inspection
PRS #3 The Contractor shall be in compliance with the Government recycling program and composting program	The Contractor shall provide service IAW section 5.5 tasks in the PWS	90%	Direct Observation, Periodic Inspection
PRS #4 The contractor shall be in compliance with all cleaning standards outlined in the PWS	The contractor shall provide service IAW section 5.8 of the PWS	100%	Direct Observation, Periodic Inspection, User Survey, validated user/customer complaints
PRS #5 Continuity of Operations	The contractor shall provide service IAW with section 5.13 of the PWS	100%	Direct Observation, Periodic Inspection

TECHNICAL EXHIBIT 2

Deliverables Schedule

Item	Due Date	Due to
Price Portion Book	Prior to start of service	CO & COR
Price Portion Book Updates	Duration of Contract	CO & COR
MSDS (Material Safety Data Sheets)	Prior to start of service	On Site
HAACP Plan (Hazard Analysis and Critical Control Points)	Duration of Contract	On Site
Manager Resume	2 weeks prior to start of service	COR
Manager Resume Updates	Duration of Contract	COR
Certified Food Handler	Duration of Contract	On Site
Training Records	Duration of Contract	On Site
Equipment Repair Log	Monthly	On Site
Preventative Maintenance Log	Duration of Contract	On Site
Participation in Fire and Civil Defense Training	Duration of Contract	On Site
Grease Amount	Duration of Contract	On Site

Patronage and Sales Report	Monthly	COR
Certified Year End Statement	End of Fiscal Year	COR
Equipment Inventory Service	30 days after start of service	COR
Subcontracts	Duration of Contract	CO & COR
Contractor Inspection Reports	Duration of Contract	On Site
Contract Representative	5 days prior to start of service	CO & COR
Record of Health Inspection	1 day after inspection	COR
Licenses	Prior to start of service	On Site
HSPD 12 for New Hires	Duration of Contract	COR
SAM Registration	Prior to start of service	CO
Insurance Requirements	Prior to start of service	CO
Online Representations and Certifications Application	Prior to start of service	CO
Bi-Annual Review	Duration of Contract	Agency

TECHNICAL EXHIBIT 3

Historical Meal Count Data for FY23, FY24, and FY25

Fiscal Year	Invoice Month	Breakfast Count	Lunch Count	Meal Count Total	Average Monthly Count for All Meals	Average Monthly Count-Brkfst	Average Monthly Count-Lunch
FY23	OCT	594	619	1,213			
FY23	NOV	111	109	220			
FY23	DEC	185	177	362			
FY23	JAN	463	469	932			
FY23	FEB	587	581	1,168			
FY23	MAR	1,053	1,046	2,099			
FY23	APR	1,163	1,216	2,379			
FY23	MAY	1,004	1,000	2,004			
FY23	JUN	188	167	355			
FY23	JUL	652	658	1,310			
FY23	AUG	917	901	1,818			
FY23	SEP	1,242	1,207	2,449			
FY23 Total		8,159	8,150	16,309	1,359	680	679
FY24	OCT	762	838	1,600			
FY24	NOV	436	411	847			
FY24	DEC	279	285	564			
FY24	JAN	325	338	663			
FY24	FEB	1,355	1,376	2,731			

FY24	MAR	1,220	1,194	2,414			
FY24	APR	1,277	1,288	2,565			
FY24	MAY	1,163	1,165	2,328			
FY24	JUN	549	537	1,078			
FY24	JUL	989	993	1,982			
FY24	AUG	1,589	1,581	3,170			
FY24	SEP	1,010	970	1,980			
FY24 Total		10,954	10,976	21,922	1,827	913	915
FY25	OCT	558	560	1,118			
FY25	NOV	1,237	1,138	2,376			
FY25	DEC	63	76	139			
FY25	JAN	311	345	656			
FY25	FEB	675	711	1,386			
FY25	MAR	457	459	916			
FY25	APR	1,439	1,421	2,860			
FY25	MAY	1,292	1,273	2,565			
FY25	JUN	208	228	436			
FY25	JUL	877	864	1,741			
FY25	AUG	1,090	814	1,904			
FY25	SEP	369	381	750			
FY25 Total		8,576	8,270	16,847	715	689	1,404

TECHNICAL EXHIBIT 4

Historical Cash Sales Data for FY23, FY24, and FY25

FY23	Invoice Month	Cash/Credit Sales Collected
FY23	OCT	\$8,430.85
FY23	NOV	\$2,261.95
FY23	DEC	\$2,627.22
FY23	JAN	\$4,226.41
FY23	FEB	\$4,273.34
FY23	MAR	\$3,969.12
FY23	APR	\$4,208.38
FY23	MAY	\$4,284.57
FY23	JUN	\$3,845.93
FY23	JUL	\$2,966.93
FY23	AUG	\$4,168.13

FY23	SEP	\$4,805.80
FY23 Total		\$50,068.63
FY24	Invoice Month	Cash/Credit Sales Collected
FY24	OCT	\$4,695.28
FY24	NOV	\$4,653.17
FY24	DEC	\$2,778.94
FY24	JAN	\$1,918.97
FY24	FEB	\$6,129.31
FY24	MAR	\$4,830.63
FY24	APR	\$4,576.03
FY24	MAY	\$3,866.33
FY24	JUNE	\$2,928.97
FY24	JULY	\$3,030.64
FY24	AUG	\$5,917.36
FY24	SEPT	\$3,644.43
FY24 Total		\$48,970.06
FY25	Invoice Month	Cash/Credit Sales Collected
FY25	OCT	\$3,160.36
FY25	NOV	\$6,460.32
FY25	DEC	\$2,320.67
FY25	JAN	\$1,993.60
FY25	FEB	\$4,878.69
FY25	MAR	\$2,948.30
FY25	APR	\$3,652.30
FY25	MAY	\$3,686.30
FY25	JUNE	\$2,116.98
FY25	JULY	\$4,721.49
FY25	AUG	\$3,094.29
FY25	SEPT	\$7,750.77
FY25 Total		\$46,784.07

TECHNICAL EXHIBIT 5

Government Furnished Property Inventory

Tag #	Type of Equipment	Brand	Where
R209962	WARMER OLD	AM HOTEL	F/S
R208936	TILT SKILLET	CLEVELAND	F/S

R245651	OVEN	SOUTH BEND	F/S
R170286	PRES WASHER	SNAP ON	F/S
R245699	ICE DISH RM	MANITOWOC	F/S
R217678	TOASTER CB	HATCO	F/S
R208931	POTATO PEELER	INSINGER	F/S
R208954	CK ROASTER	MERCO SAVORY	F/S
R216551	ICE KITCHEN	MANITOWOC	F/S
R209928	ICE CAFÉ	MANITOWOC	F/S
R9208922	WARMER	CARTER HOFFMAN	F/S
R209968	FRYER	PITCO #1	F/S
R217676	FRYER	PITCO #2	F/S
NO TAG	SLICER	HOBART	F/S
R208931	VEG CHOPPER	ROBO COUPE	F/S
R216559	PANINI	SERVEND	F/S
R250375	MILK COOLER	TRUE	F/S
NO TAG	GRIDDLE	GARLAND	F/S
R237771	FLAT TOP	VULCAN	F/S
R245756	PROF CABINET	VULCAN	F/S
R245758	REACH IN COOL	TRUE	F/S
R231977	PRINTER	HP	F/S OFFICE
R231231	PRINTER	HP	F/S B OFFICE

TECHNICAL EXHIBIT 6

Collective Bargaining Agreement

*Provided by Contractor.

2 - Clauses

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (MAR 2026)

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

- ☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).
- ☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).
- ☐ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ☐ (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).
- ☐ (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).
- ☐ (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.
- [] (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (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 (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).
- [] (21)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (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 (JAN 2025) 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, Postaward Small Business Program Rerepresentation (JAN 2025) (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. 637(a)(17)).

[] (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[] (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (MAR 2026) (E.O. 13126).

[] (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[] (34)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

[] (ii) Alternate I (FEB 1999) of 52.222-26.

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

[] (ii) Alternate I (JULY 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 (JULY 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).

[X] (39)(i) 52.222-50, Combating Trafficking in Persons (OCT 2025) (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 (JAN 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

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

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

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

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

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

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

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

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

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

[X] (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 (JAN 2025) 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) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

[] (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[] (65)(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).

[] (10) 52.247-69, Reporting Requirement for U.S.-Flag Air Carriers Regarding Training to Prevent Human Trafficking (JAN 2025) (49 U.S.C. 40118(g)).

(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 (JAN 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- (xvi) [] (A) 52.222-50, Combating Trafficking in Persons (OCT 2025) (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 (JAN 2025) (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) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).

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

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

(End of clause)

52.204-13 System for Award Management-Maintenance. (OCT 2018) (Deviation NOV 2025)

RFO 52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

52.209-10 Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015) (Deviation NOV 2025)

RFO 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 10 days of contract expiration.

(End of clause)

RFO 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 10 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days 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 5 years.

(End of clause)

52.222-90 Addressing DEI Discrimination by Federal Contractors (Deviation APR 2026)

RFO 52.226-8 Encouraging Contractor Policies To Ban Text Messaging While Driving. (MAY 2024)

RFO 52.232-1 Payments. (APR 1984)

RFO 52.232-8 Discounts for Prompt Payment. (FEB 2002)

RFO 52.232-11 Extras. (APR 1984)

RFO 52.232-39 Unenforceability of Unauthorized Obligations. (JUN 2013)

RFO 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (MAR 2023)

52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004) (Deviation NOV 2025)

RFO 52.237-3 Continuity of Services. (JAN 1991)

52.243-1 Changes-Fixed-Price. (AUG 1987) (Deviation JUL 2025)

RFO 52.245-9 Use and Charges. (APR 2012)

52.212-4 Terms and Conditions-Commercial Products and Commercial Services. (NOV 2023) (Deviation NOV 2025)

(a) *Definitions.* The clause at Federal Acquisition Regulation (FAR) 52.202-1, Definitions, is incorporated by reference.

(b) *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.

(c) *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.

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

(e) *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 FAR 52.233-1, Disputes, which is incorporated in this contract by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(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. Examples of occurrences include 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. When an excusable delay occurs, the Contractor shall-

(1) Notify the Contracting Officer in writing as soon as possible;

(2) Remedy the delay as quickly as possible; and

(3) Notify the Contracting Officer when the occurrence is over.

(g) *Invoice.* The Government will handle invoices according to the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR part 1315. The Contractor shall submit invoices to the address designated in the contract to receive invoices. An invoice must include the information required by 5 CFR part 1315.9(b).

(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) *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 that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(4) *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;

(D) Contractor point of contact; and

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

(5) *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 FAR part 33 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 FAR part 32).

(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 termination for cause.

(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 for interest credits prescribed in FAR part 32 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 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. The Government will send a cure notice to the Contractor, unless the reason for the termination is late delivery. 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 under this contract 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) *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; 40 U.S.C. chapter 37, Contract Work

Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 49 U.S.C. 40118, Government-financed air transportation; and 41 U.S.C. chapter 21 relating to procurement integrity.

(r) *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 Disputes, Payments, Invoice, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) Other contract clauses incorporated in the solicitation or contract;
- (4) Addenda to this solicitation or contract;
- (5) Solicitation provisions incorporated in the solicitation;
- (6) Other paragraphs of this clause;
- (7) Other documents, exhibits, and attachments; and
- (8) The specification.

(s) *Unauthorized obligations.*

(1) Except as stated in paragraph (s)(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 (s)(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.

(t) *Comptroller General examination of record.* This paragraph applies if this contract was awarded using other than sealed bid procedures and is in excess of the simplified acquisition threshold on the date of award of this contract.

(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 part 4, longer period required by statute, or periods specified in 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 clause 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.

(u) *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)

DOLAR 2952.201-70 Contracting Officer's Representative (COR) Clause. (SEP 2014)

(a) A Contracting Officer's Representative (COR) will be delegated upon award. A copy of the delegation memorandum will be provided to the COR and a delegation letter sent to the vendor.

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

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

(End of Clause)

2952.207-70 Contractor Personnel Telework. (Deviation MAR 2026)

The Government must not provide or reimburse contractor personnel for internet connectivity.

(End of Clause)

2952.204-70 Records Management Requirements. (Deviation MAR 2026)

A. Definitions.

"Federal record" as defined in 44 U.S.C. 3301, includes all recorded information, regardless of form or characteristics, made or received by a federal agency under federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term federal record:

- (a) Includes DOL records.
- (b) Does not include personal materials.
- (c) Applies to records created, received, or maintained by contractors pursuant to their DOL contract.
- (d) May include deliverables and documentation associated with deliverables.

B. Requirements

- (a) Contractor must comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to, the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless

of form or characteristics, mode of transmission, or state of completion.

(b) In accordance with 36 CFR 1222.32(b), all data created for Government use and delivered to, or falling under the legal control of, the Government are federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.

(c) In accordance with 36 CFR 1222.32, contractor must maintain all records created for government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data

(d) DOL and its contractors prevent the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of DOL or destroyed except for in accordance with the provisions of the applicable agency schedules and with the written concurrence of the Head of the Contracting Activity in consultation with the Agency Records Officer. Willful and unlawful destruction, removal, damage, or alienation of federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, contractor must report to DOL. The agency must report the incident directly to their Agency Records Officer. The Agency Records Officer will engage the Departmental Records Officer who will follow procedures promptly to report to NARA in accordance with 36 CFR 1230.

(e) The contractor must immediately notify the appropriate contracting officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records, or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the contract. The contractor must ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The contractor must not remove material from government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records, and/or equipment is no longer required, it must be returned to DOL's control, or the contractor must hold it until otherwise directed. Items returned to the Government must be hand carried, mailed, emailed, or securely electronically transmitted to the contracting officer or address prescribed in the contract. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).

(f) The contractor is required to obtain the contracting officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material, and/or records generated under, or relating to, contracts. The contractor (and any sub-contractor) is required to abide by government and DOL guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.

(g) The contractor must only use government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with DOL policy.

(h) The contractor must not create or maintain any records containing any non-public DOL information that are not specifically tied to or authorized by the contract.

(i) The contractor must not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.

(j) [Insert the following if no other data rights clause has been included in the contract] The DOL owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which DOL must have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.

(k) Training. All contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take the annual mandatory records management training, provided by DOL, as directed by the Contracting Officer's

Representative (COR). The training must be completed in a timeframe specified by the COR. The contractor confirms training has been completed according to agency policies, including initial training and any annual or refresher training.

C. Flow down of requirements to subcontractors.

- (a) The contractor must incorporate the substance of this clause, its terms, and requirements, including this paragraph, in all subcontracts under this contract and require written subcontractor acknowledgment of same.
- (b) Violation by a subcontractor of any provision set forth in this clause will be attributed to the contractor.

(End of Clause)

2952.245-71 Asset Reporting Requirements (Deviation MAR 2026)

(A) Definitions.

"Accountable Property" is a term to identify property that is essential to DOL operations for which it is in the best interest of the Government to assign and record accountability to assure proper use, maintenance, and disposal. This includes items purchased and obtained through a "lease-to-own" program. The following items are DOL Accountable Property:

- (1) DOL-owned or DOL-leased, serialized items (i.e., items with a manufacturer's serial number) with an acquisition unit cost above \$3,000.
- (2) DOL-owned or DOL-leased "sensitive items."
- (3) DOL-owned or DOL-leased furniture with an acquisition unit cost above \$10,000. Items with an acquisition unit cost less than \$10,000 are not applicable. "Sensitive Items" is defined as items, regardless of value, that have appeal to others and may therefore be subject to theft, or to security concerns, or that are considered mission critical. The following are considered sensitive items, as well as any other items identified as sensitive by the Contracting Officer's Representative (COR):
 - (1) Desktops and Laptops, including docking stations and connectable monitors.
 - (2) PDAs/iPads/SurfacePros/Tablets.
 - (3) Printers and Copiers.
 - (4) Software Licenses, including media.
 - (5) Mobile Devices.
 - (6) Firearms.
 - (7) Communication Equipment (e.g. telephone base and handsets, mobile radio equipment, etc.).
 - (8) Conference/Audio-Visual Equipment.
 - (9) Power/Specialty Tools (e.g. lab equipment, postage meters, etc.).

(B) Requirements.

The contractor must submit a DOL Asset Report at time of delivery for both Accountable Property and Sensitive Items. The DOL Asset Report must be delivered electronically to the COR. DOL Asset Reports must include Accountable Property and Sensitive Items that have been delivered. The report must be formatted as an Office Open XML Spreadsheet (.XLSX) document, and adhere to following DOL Asset Report Requirements:

- (a) Award/Purchase Number. The award number issued by the Government.
- (b) Date Shipped. The date the item was shipped to the Government.

- (c) Asset Type. The contract Line-Item Description.
- (d) Manufacturer. The manufacturer of the item.
- (e) Model. The model (name and/or number) of the item.
- (f) Serial Number. The serial number of the item.
- (g) DOL Asset Number. The number of the barcode applied before shipping (if barcoding is required by the award).
- (h) Government Shipping Street Address. The shipping street address of where the item was delivered.
- (i) Warrantied Item. Indicates whether an item is warrantied (Y or N).
- (j) Warranty Time frame. The start and end date of the warranty (if applicable).
- (k) Cost. Acquisition cost per unit and total cost of purchase.

(End of Clause)

2952.232-71 Submission of Invoices (Deviation MAR 2026)

(a) Electronic Invoice Submittal Invoices for the services/goods provided under this award must be submitted through the Department of Treasury's Invoice Processing Platform (IPP) email system, as directed by the Contracting Officer. IPP is a Federal Government owned and operated website accessible to contractors free of charge. Information about IPP, including enrollment instructions, are available and should be obtained by the enrolled contractors directly from the Department of Treasury after award at, <https://www.ipp.gov>.

(1) The following instructions apply to Invoices submitted through IPP.Gov:

(i) IPP invoice attachments MUST NOT exceed the size limit of 10 megabytes (MB) each. However, you may submit multiple attachments of less than 10MB each with the invoices.

(ii) DO NOT submit an invoice or attachment that uses shading or color.

(b) Electronic invoices must be in PDF, DOC, or Excel format.

Division of Business Process Improvement

(c) General Information

Payment due date is to be calculated from the date the invoice is received in accordance with FAR 32.905 and the instructions above.

Inquiries regarding invoices must be emailed to invoiceinquiries.msh@dol.gov. The relevant invoice must be attached to the inquiry email, and the subject line of the email must state "INQUIRY", as shown in the following example:

INQUIRY: Contractor Name, DOL Agency, Contract Number, BPA Call or Order Number, Invoice Number, Invoice Amount

The contractor MUST NOT use the DOL electronic invoicing email address for inquiries about any invoice.

Questions:

All questions regarding Electronic Invoicing must be sent to the DOL MSHA Finance Branch at invoiceinquiries.msh@dol.gov.

(End of Clause)

2952.224-70 Privacy Breach Notification Requirements. (Deviation MAR 2026)

A. Definitions.

"Breach" is defined as the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, or any similar occurrence where--

- (a) A person other than an authorized user accesses or potentially accesses Personally Identifiable Information (PII); or
- (b) An authorized user accesses or potentially accesses PII for an unauthorized purpose.

Information" is defined as any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, electronic, or audiovisual forms (See Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource). "Information System" is defined as a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

"Personally Identifiable Information" is defined as information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See OMB Circular No. A-130, Managing Federal Information as a Strategic Resource).

B. Requirements.

- (a) Contractors and subcontractors who collect or maintain federal information on behalf of the agency or uses or operates an information system on behalf of the agency, must comply with federal law e.g., FISMA 2014, E-Government Act and the Privacy Act.

Additionally, the contractor must meet OMB directives and National Institute of Standards and Technology Standards to ensure processing of PII is adequately managed.

- (b) The contractor must:

- (1) Properly encrypt PII in accordance with appropriate laws, regulations, directives, standards or guidelines;
- (2) Report to DOL any suspected or confirmed breach in any medium or form, including paper, oral, and electronic within one hour of discovery;
- (3) Cooperate with and exchange information with DOL (contracting officer and Contracting Officer's Representative) as well as allow for an inspection, investigation, forensic analysis, as determined necessary by the DOL, in order to effectively report and manage a suspected or confirmed breach;
- (4) Maintain capabilities to determine what DOL information was or could have been compromised and by whom, construct a timeline of user activity, determine methods and techniques used to access federal information, and identify the initial attack vector;
- (5) Ensure staff that have access to DOL systems or information are regularly trained to identify and report a security incident. This includes the completion of any DOL mandatory training for contractors;
- (6) Take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised.
- (7) Report incidents per DOL incident management policy and US-CERT notification guidelines.

- (c) Remedy:

- (1) A report of a breach must not, by itself, be interpreted as evidence that the contractor or its subcontractor (at any tier) failed to provide adequate safeguards for PII. If the contractor is determined to be at fault for the breach, the contractor may be financially liable for government costs incurred in the course of breach response and mitigation

efforts;

(2) The contractor must take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised. Additionally, the individual or individuals directly responsible for the data breach must be removed from the contract within 45 days of the breach of data; and

(3) The Government reserves the right to exercise all available contract remedies including, but not limited to, a stop-work order on a temporary or permanent basis in order to address a breach or upon discovery of a contractor's failure to report a breach as required by this clause. If the contractor is determined to be at fault for a breach, the contractor must provide credit monitoring and privacy protection services for one year to any individual whose private information was accessed or disclosed. The individual must be given the option, but the decision is theirs. Those services will be provided solely at the expense of the contractor and will not be reimbursed by the Federal Government.

(End of Clause)

2952.209-70 Organizational Conflict of Interest Clause - OCI-1 Exclusion From Future Agency Contracts. (Deviation MAR 2026)

This clause supplements the FAR provisions on organizational conflicts of interest, located at FAR subpart 9.500 and should be read in conjunction with these provisions. To the extent there is any inconsistency or confusion between the two provisions, the FAR provision controls.

(a) Work under this contract may create a future organizational conflict of interest (OCI) that could prohibit the contractor from competing for, or being awarded, future government contracts. The following examples illustrate situations in which organizational conflicts of interest may arise. They are not all inclusive, but will be used by the contracting officer as general guidance in individual contract situations:

(1) Unequal Access to Information. The performance of this contract may provide access to “nonpublic information,” which could provide the contractor an unfair competitive advantage in later solicitations or competitions for other DOL contracts. Such an advantage could be perceived as unfair by a competing vendor who is not given similar access to the same nonpublic information that is related to the future procurement action. If you, as a contractor, in performing this contract, obtain nonpublic information that is relevant to a future procurement action, you may be required to submit and negotiate an acceptable mitigation plan prior to being deemed eligible to compete on the future action. Alternatively, the “nonpublic information” may be provided to all offerors.

(2) Biased Ground Rules. Your contract with DOL may have, in some fashion, established important “ground rules” for another DOL procurement, in which you may desire to be a competitor. For example, this contract may involve you drafting the statement of work, specifications, or evaluation criteria for a future DOL procurement. The primary concern, in any such situation, is that any such firm could skew the competition, whether intentionally or not, or be perceived as having skewed the competition, in its own favor. If the requirements of this DOL contract anticipate the contractor may be placed in a position to establish important ground rules, including but not limited to those described herein, the contractor may be precluded from competing in the related action or, if possible, may be required to submit and negotiate an acceptable mitigation plan.

(3) Impaired Objectivity. The performance of this contract may result in the contractor being placed in a situation where it is able, or required, to provide assessment and evaluation findings concerning itself, another business division, a subsidiary or affiliate, or other entity with which it has a significant financial relationship. The concern in this case is that the contractor’s ability to render impartial advice to DOL could appear to be undermined by the contractor’s financial or other business relationship to the entity whose work product is being assessed or evaluated. In these situations, a “walling off” of lines of communication between entities or

divisions may be acceptable, but it also may not be sufficient to remove the perception that the objectivity of the contractor has been tainted. If the requirements of the DOL procurement indicate that a contractor may be placed in a position to provide evaluations and assessments of itself or other entities with which it has a significant financial relationship, the affected contractor should notify DOL immediately. The contractor may also be required to provide a mitigation plan that includes recusal by the contractor from one of the affected contracts. Such recusal might include divestiture of the work to a third party.

(b) In order to prevent a future OCI of any kind, the contractor must be subject to the following restrictions:

- (1) The contractor may be excluded from competition for, or award of, any government contracts as to which, in the course of performing another contract, the contractor has received nonpublic and competitively relevant information before such information has been made generally available to other persons or firms.
- (2) The contractor may be excluded from competition for, or award of, any government contract for which the contractor actually assisted or participated in the development of specifications or statements of work.
- (3) The contractor may be excluded from competition for or award of, any government contract which calls for it to evaluate itself, any affiliate, or any products or services produced or performed thereby.
- (4) The contractor may be excluded from competition for, or award of, any government contract calling for the production or performance of any product or service for which the contractor participated in the development of requirements or definitions pursuant to another contract.
- (5) This clause shall not exclude the contractor from performing work under any modification to this contract or from competing for award of any future contract for work that is the same or similar to work performed under this contract, so long as the conditions above are not present. This clause does not prohibit an incumbent from competing on a follow-on competition, but the contracting officer may require a mitigation plan or other steps as needed to ensure that there has not been an unequal access to nonpublic competitively sensitive information.

(c) The term “contractor” as used in this clause, includes any person, firm or corporation that owns or controls, or is owned or controlled by, the contractor. The term also includes the corporate officers of the contractor.

(d) The agency may in its sole discretion, waive any provisions of this clause if deemed in the best interest of the Government. The exclusions contained in this clause will apply for the duration of this contract and for three (3) years after completion and acceptance of all work performed hereunder, or such other period as the contracting officer directs.

(e) If any provision of this clause excludes the contractor from competition for, or award of any contract, the contractor must not be permitted to serve as a subcontractor, at any tier, on such contract. This clause must be incorporated into any subcontracts or consultant agreements awarded under this contract unless the contracting officer determines otherwise.

(End of Clause)

2952.243-70 Contractor’s Obligation to Notify the Contracting Officer of a Request to Change the Contract Scope (Contractor’s Obligation Clause) (Deviation MAR 2026)

(a) Except for changes identified in writing and signed by the contracting officer, the contractor is required to notify, within five working days of receipt or knowledge, any request for changes to this contract (including actions, inactions, and written or oral communications) that the contractor regards as exceeding the scope of the contract. On the basis of the most accurate information available to the contractor, the notice must state:

- (1) The date, nature, and circumstances of the conduct regarded as a change in scope;

- (2) The name, function, and activity of each Government employee and contractor official or employee involved in, or knowledgeable about, such conduct; and
 - (3) The identification of any documents and substance of any oral communication involved in such conduct.
- (b) Following submission of this notice, the contractor must continue performance in accordance with the contract terms and conditions, unless notified otherwise by the contracting officer.
- (c) The contracting officer must promptly, within 5 business days after receipt of notice from the contractor, respond to the notice in writing. In responding, the contracting officer must either:
- (1) Confirm that the contractor's notice identifies a change in the scope of the contract and directs the contractor to stop work, completely or in part, in accordance with the Stop Work provisions of the contract;
 - (2) Deny that the contractor's notice identifies a change in scope and instruct the contractor to continue performance under the contract; or
 - (3) In the event the contractor's notice does not provide sufficient information to make a decision, advise the contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(End of Clause)

2952.232-70 Limitation of Government's Obligation (LoGO). (Deviation MAR 2026)

- (a) Contract line item(s) (\$ to be determined at the exercise of each option) through (\$ to be determined at the exercise of each option) are incrementally funded. For these item(s), the sum of (\$ to be determined at the exercise of each option) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the contractor will notify the contracting officer in writing at least thirty days prior to the date when, in the contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 80 percent of the total amount presently allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the contracting officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the contractor's notification, or by an agreed substitute date, the contracting officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance, which will be covered by the funds. The provisions

of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes." In no event will the equitable adjustment be more than the contract line item(s) price(s) in question.

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause must be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

(End of Clause)

2952.245-70 Contractor Responsibility to Report Theft of Government Property (Deviation MAR 2026)

Upon the contractor becoming aware of theft of government property by its employee(s), including theft that occurs at subcontractor or alternate site locations, the contractor must report the theft of government property to the Contracting Officer's Representative or CO of record.

(End of Clause)

2952.242-71 DOL Mandatory Training Requirements for Contractor Employees (Deviation MAR 2026)

(a) Where required and applicable, contractor employees, including employees of subcontractors at any tier, must complete any DOL designated and hosted training, that the Contracting Officer's Representative (COR) identifies as mandatory. Training must be completed in a timeframe specified by the COR.

(b) Time spent on training must be counted as regular hours worked.

(c) The contractor must ensure this clause is incorporated in all subcontracts, at any tier.

(End of Clause)

2952.242-70 Access to Contractor Business Systems (Deviation MAR 2026)

The contractor must, upon request, provide to the Government, access to covered contractor systems associated with the execution and performance of this requirement to meet audits, reviews, security requirements, and Office of Inspector General requests.

(End of Clause)

3 - Provisions

FAR 52.212-1 Instructions to Offerors - Commercial Products and Commercial Services. (SEP 2023)

52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015) (Deviation NOV 2025)

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. (FEB 2016) (Deviation NOV 2025)

52.217-4 Evaluation of Options Exercised at Time of Contract Award. (JUN 1988) (Deviation NOV 2025)

52.217-5 Evaluation of Options. (JUL 1990) (Deviation NOV 2025)

52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (OCT 2022) (Deviation NOV 2025)

(a) *Evaluation preference.* (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(b) *Waiver of evaluation preference.* A HUBZone small business concern may choose to waive the evaluation preference. If the concern waives the preference, the factor will be added to its offer for evaluation purposes.

[] Offeror chooses to waive the evaluation preference.

(c) *Joint venture.* A HUBZone joint venture agrees that, in the performance of the contract, at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture. Work performed by the HUBZone small business parties to the joint venture must be more than administrative functions.

(End of provision)

52.223-1 Biobased Product Certification. (MAY 2024) (Deviation NOV 2025)

RFO 52.232-13 Notice of Progress Payments. (APR 1984)

RFO 52.232-15 Progress Payments Not Included. (APR 1984)

52.240-90 Security Prohibitions and Exclusions Representations and Certifications. (Deviation NOV 2025)

FAR 52.212-3 Offeror Representations and Certifications-Commercial Products and Commercial Services. (OCT 2025)

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

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

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

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

Forced or indentured child labor means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

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

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

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

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

Sensitive technology-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business (SDVOSB) concern means a small business concern-

- (1)(i) Not less than 51 percent of which is owned and controlled by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran; or
- (2) A small business concern eligible under the SDVOSB Program in accordance with 13 CFR part 128 (see subpart 19.14).
- (3) *Service-disabled veteran*, as used in this definition, means a veteran as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16), and who is registered in the Beneficiary Identification and Records Locator Subsystem, or successor system that is maintained by the Department of Veterans Affairs' Veterans Benefits Administration, as a service-disabled veteran.

Service-disabled veteran-owned small business (SDVOSB) concern eligible under the SDVOSB Program means an SDVOSB concern that-

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

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

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

- (2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership,

common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1001, means a small business concern under the size standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable

to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

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

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

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

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

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

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

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

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

(3) *SDVOSB concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The offeror represents that it ___ is, ___ is not an SDVOSB concern.

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

(5) *Small disadvantaged business concern.* *(Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)* The offeror represents that it ___ is, ___ is not a small disadvantaged business concern as defined in 13 CFR 124.1001.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$200,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

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

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

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

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

(2) Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. _____

[List as necessary]

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

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

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

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

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

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

Line item No.	Country of origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror

shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

Line item No.	Country of origin	Exceeds 55% domestic content (yes/no)

[List as necessary]

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

Line Item No. _____

[List as necessary]

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

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

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

Israeli End Products:

Line item No.

[List as necessary]

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

(g)(1)(i)(B) The terms "Korean end product", "commercially available off-the-shelf (COTS) item," "critical component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American- Free Trade Agreements-Israeli Trade Act."

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

Korean End Products or Israeli End Products:

Line item No.	Country of origin
_____	_____

[List as necessary]

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

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

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

Other End Products:

Line item No.	Country of origin

[List as necessary]

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) *Listed end products.*

Listed end product	Listed countries of origin
[]	[]
[]	[]
[]	[]

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

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

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

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

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

(2) ___ Outside the United States.

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

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

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

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

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

☐ (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror ____ does ____ does not certify that-

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

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

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

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

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

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

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

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

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

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

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

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) *Common parent.*

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.* (1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

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

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.* (1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

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

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

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

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

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

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: [].

Immediate owner legal name: [].
(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: [] Yes or [] No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: [].

Highest-level owner legal name: [].
(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.* (1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the

corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It is ___ is not ___ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ___ is not ___ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ___ is or ___ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.
(Do not use a "doing business as" name).

(s) (Reserved)

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) *Representation.* (Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)). (i) The Offeror (itself or through its immediate owner or highest-level owner) ___ does, ___ does not publicly disclose greenhouse gas emissions, *i.e.*, makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ___ does, ___ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, *i.e.*, make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) *Representation.* By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services-Representation.* Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that-

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it ☐ does, ☐ does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of provision)

RFO 52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [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];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

4 - Instructions to Offerors

PERIOD OF ACCEPTANCE FOR PROPOSALS

The Contractor agrees to hold the prices in its proposal firm for 90 days from the date specified for receipt of proposal. The Contractor shall make a clear statement in its proposal that the proposal is valid through that date.

ADDITIONAL INFORMATION

The Contractor's proposal must include all data and information requested by the RFP and must be submitted in accordance with these instructions. The proposal shall be compliant with the requirements of the RFP.

The proposal shall be clear, concise, and include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal should not simply rephrase or restate the Government's requirements but rather shall provide convincing rationale to address how the Contractor intends to meet these requirements.

The Government will not make assumptions concerning intent, capabilities, or experience. Clear identification of proposal details shall be the sole responsibility of the Contractor. Conditional proposals will not be accepted.

All prospective Contractors must be registered in the System for Award Management (SAM.gov) in order to be eligible for award.

POINT OF CONTACT (POC)

The Contracting Officer and Contract Specialist are the sole POCs for this procurement.

Contracting Officer: Alicia Jackson, (jackson.alicia.m@dol.gov)

Contract Specialist: Ryan Proietto, (proietto.ryan.v@dol.gov)

QUESTIONS

Questions shall be submitted via email to Ryan Proietto (proietto.ryan.v@dol.gov) and Alicia Jackson (jackson.alicia.m@dol.gov) no later than Thursday, 06/18/2026, 11:00 am ET.

DELIVERY OF PROPOSALS

Proposals shall be submitted via email to Ryan Proietto (proietto.ryan.v@dol.gov) and Alicia Jackson (jackson.alicia.m@dol.gov) no later than Thursday, 06/25/2026, 5:00 pm ET.

PROPOSAL SUBMISSION

The Contractor's proposal shall be submitted as follows. Files shall not contain classified data. The parameters below allow the Government a more fair and easy assessment of proposals.

A. Format

The proposal submission shall be clearly indexed and logically assembled. Each volume shall be appropriately numbered and clearly identified with the date and RFP number in the header and/or footer and shall begin at the top of each page. The cover page of each volume must include the Contractor's name, business address, point of contact information to include email addresses, Unique Entity ID (UEI), and CAGE code.

B. File Packaging

Contractors shall add a cover sheet to the outer cover of each volume, which clearly identifies each volume number and volume name (i.e. Volume 1 - Technical), RFP number, and date of submission.

C. Page Count

The page counts are as follows:

Table 1: Page Count	
Proposal Section	Page Count
Volume 1 - Technical	Not to Exceed (NTE) 20 pages to include cover pages, title pages, executive summary, table of contents, narratives, charts, tables, diagrams, appendices, and resumes.

Volume 2 - Past Performance	NTE 5 pages
Volume 3 - Price	No page limitations

*Those pages that exceed the page counts outlined above will not be evaluated.

D. Content Requirements

All information shall be confined to the appropriate volume. The Contractor shall confine submissions to essential matters, sufficient to define the proposal details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Each volume of the proposal shall consist of a Table of Contents, Summary Section, and Narrative discussion detailing the Contractor's methods and approaches to fulfill the requirements are specified in the PWS and RFP. The Summary Section shall contain a brief abstract of the volume. Proprietary information must be clearly marked. **No pricing information is to be provided in the Technical Proposal.**

5 - Evaluation Criteria

BASIS FOR AWARD

The Government contemplates award of a single Contract resulting from this solicitation to the responsive, responsible Contractor whose proposal conforms to the solicitation and is most advantageous to the Government based on the best overall proposal that is determined to be the most beneficial to the Government, with appropriate consideration given to the three (3) evaluation factors: Technical, Past Performance, and Price. **Factor 1 - Technical is more important than Factor 2 - Past Performance. All non-price factors are more important than Factor 3 - Price. Price will become more important as non-price factors approach equality.**

The Government will evaluate proposals for award purposes by adding the total of all Contract Line Item Number (CLIN) prices, to ensure that pricing is not unbalanced. Price will be evaluated for completeness and reasonableness. Price will become significantly more important as technical ratings approach equality. Contractors are cautioned that the award may not necessarily be made to the lowest price proposed. The Government is more concerned with obtaining superior technical features than with making an award at the lowest overall price to the Government. However, the Government will not make an award at a significantly higher overall price to the Government to achieve slightly superior technical features. **To receive consideration for award, a rating of no less than “Satisfactory” must be achieved for Factor 1 - Technical.**

The Government intends to evaluate proposals and award a Contract on initial proposals. Therefore, the Contractor's initial proposal should contain the Contractor's best terms from a price and technical standpoint. However, the Government reserves the right to communicate and conduct exchanges if later determined by the Contracting Officer to be necessary. The Government may reject any or all proposals if such action is in the public interest; accept other than the lowest priced proposal; and waive informalities and minor irregularities in proposals received.

Once the Government determines the Contractor that represents the best value (i.e., the apparent successful Contractor), the Government reserves the right to communicate with only that Contractor to address any remaining issues, if necessary, and finalize a Contract. These issues may include technical and price.

The Contracting Officer will evaluate all proposals received by the closing date, unless the range is further reduced for reasons of efficiency. Contractors will be required to submit a technical and price proposal and will be evaluated against the evaluation factors identified. To determine which Contractor represents the best value, the proposals will be evaluated as outlined below.

Factor 1 - Technical

Factor 2 - Past Performance

Factor 3 - Price

EVALUATION FACTORS:

The following factors shall be used to evaluate proposals:

1) Factor 1 - Technical

a) Subfactor 1 - Technical Capability

The Contractor shall provide sufficient details for the Government to make a comprehensive evaluation of their understanding of the PWS and demonstrate they have the expertise/qualified resources to perform the requirements in the PWS:

- a) Proposal shall demonstrate an understanding of the requirement.
- b) Proposal shall describe the personnel directly in support of this requirement as having the appropriate level of experience, expertise and qualifications.

b) Subfactor 2 - Management Approach

The Government will evaluate the Contractor's demonstrated management approach in response to requirements delineated in the PWS. The Government will evaluate the Contractor's corporate management experience and how it will impact the contract. The Contractor must provide a resume for the proposed on-site supervisor for the Government's review and evaluation. The proposal must provide a management approach that describes the plan to ensure successful accomplishment of the contract requirements. At a minimum the plan should include: a description of the overall approach to onsite management, a communication plan, a staffing plan (with position categories, number of positions in each category, and whether each position is part-time or full-time), and any corporate

or home office support to onsite management.

If any part of the work will be subcontracted, the Contractor shall identify the name of the potential subcontractor along with its SAM UEI number. The Government will evaluate proposals to ensure that any subcontracting plan meets the Limitations on Subcontracting requirement (FAR 52.219-14). If proposing to subcontract, the Contractor must provide sufficient evidence (i.e., SBA or SAM registration of the subcontractor) to demonstrate that the subcontractor is a similarly situated entity OR that the prime will perform more than 50 percent of the amount paid by the Government for contract performance.

Adjectival Ratings for Factor 1 - Technical

The following ratings/definitions will be utilized when evaluating the proposal:

Rating	Risk Level	Definition
Excellent	Very Low Risk	The proposal contains no deficiencies or weaknesses. Based on information provided, there is no doubt that the Contractor demonstrates an exceptional understanding of the services required to meet or exceed most Contract requirements. The highest quality of Contract performance is anticipated.
Very Good	Low Risk	The proposal contains no deficiencies and only a few minor weaknesses that do not require discussion. Based on information provided, there is confidence that the Contractor demonstrates a high quality of understanding of the services required to meet or exceed most Contract requirements.
Satisfactory	Moderate Risk	The proposal contains no deficiencies and some weaknesses. Based on the information provided, the Contractor demonstrates an understanding of the services required to meet Contract requirements.
Poor	High Risk	The proposal contains deficiencies and significant weaknesses. Based on information provided, there is doubt that the Contractor understands the services required to meet Contract requirements. Requirements can be met only with major changes to the proposal.

Unacceptable	Unacceptable Risk	The proposal has many deficiencies and/or gross omissions; failure to understand much of the scope of work necessary to perform the required tasks; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many personnel requirements in the solicitation (When applying this adjectival rating to a proposal as a whole, the technical proposal would have to be so unacceptable in one or more areas that it would have to be completely revised in order to attempt to make it other than unacceptable).
--------------	-------------------	--

2) Factor 2 - Past Performance

The Past Performance evaluation factor assesses the degree of confidence the Government has in a Contractor's ability to supply products and services that meet users' needs, based on a demonstrated record of performance.

The Government will evaluate Past Performance of current or previous contracts for relevancy performed within the past three (3) years based on how well the Contractor performed on projects of similar dollar value, scope, and complexity.

Please provide:

-Contract Number, Period of Performance, Dollar Value of Contract, Agency or Company the Contract is with, POC including name, email, and phone number for the Agency/Company, and a brief description of the tasks performed under the contract.

Contractors are advised that the Government may use Past Performance information obtained from centralized Past Performance databases and sources other than those identified by the Contractor and the information obtained may be used for both the responsibility determination and the best value decision. The absence of Past Performance data will be rated neither favorably nor unfavorably. Contracts listed may include those entered into with Government agencies or private sectors. For Contractors with no relevant corporate Past Performance, the Government may take into account information regarding the Past Performance of predecessor companies, key personnel with relevant Past Performance, or subcontractors that will perform key aspects of the requirement.

Adjectival Ratings for Factor 2 - Past Performance

The following ratings/definitions will be utilized when evaluating the proposal:

Rating	Definition
Low Risk	Little doubt exists, based on the Contractor's performance record, that the Contractor can perform the requirement.
Moderate Risk	Some doubt exists, based on the Contractor's performance record, that the Contractor can perform the requirement.
High Risk	Significant doubt exists, based on the Contractor's performance record, that the Contractor can perform the requirement.
Unknown Risk	Little or no relevant performance record identifiable; equates to an unknown risk rating having no favorable or unfavorable evaluation significance.

3) Factor 3 - Price

Price will become significantly more important as technical ratings approach equality. **No adjectival ratings will be used to evaluate Price.**

a) Reasonableness: For the price to be considered reasonable in its nature and amount, it should not exceed that which would be incurred by a prudent person in the conduct of a competitive business. Reasonableness considers the context of a given source selection, including current market conditions, general economic conditions, and other factors that affect the ability of a Contractor to perform the contract requirements.

The Government will evaluate proposals for award purposes by adding the total of all CLIN prices, including the options to ensure that pricing is not unbalanced.

b) Completeness and Accuracy: The Government will review pricing for completeness and accuracy as follows:

- 1) Checking arithmetic in all computations; and
- 2) Ensuring all costs are summarized correctly; and
- 3) Proposal meets the requirements of the Collective Bargaining Agreement; and
- 4) Pricing support was adequate to determine fair and reasonableness.