

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   10
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY DETTENTION COMPLIANCE AND REMOVALS ICE Office of Acquisition Management 500 12th St SW WASHINGTON DC 20024	CODE 70CDCR	7. ADMINISTERED BY (If other than Item 6) ICE/Detention Compliance & Removals ICE Office of Acquisition Management 500 12th St SW Washington DC 20024	CODE ICE/DCR
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) GEO GROUP INC THE [REDACTED] 4955 TECHNOLOGY WAY BOCA RATON FL 334313367		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE JMLKZZ1NL2Z6	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. 70CDCR25D00000007	10B. DATED (SEE ITEM 13) 02/26/2025

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

See Schedule

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Mutual Agreement of Both Parties

E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

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

UEI: JMLKZZ1NL2Z6  
COR: [REDACTED], [REDACTED]@ice.dhs.gov  
Contracting Officer: [REDACTED], [REDACTED]@ice.dhs.gov  
Contract Specialist: [REDACTED], [REDACTED]@ice.dhs.gov

There is no requisition associated with this action.

The purpose of this modification is the following:

- 1) Update the Contracting Officer to [REDACTED].

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]	
15B. CON [REDACTED]	15C. DATE SIGNED 11/12/2025	16B. CON [REDACTED]	16C. DATE SIGNED [REDACTED]

NAME OF OFFEROR OR CONTRACTOR  
GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1001	<p>2) Reduce the period of performance by 5 years to 02/28/2035.</p> <p>3) Remove all 1000, 1100, 1200, 1300, and 1400 level CLINS which were associated with the reduced years.</p> <p>4) Reduce the contract value by the value of the removed CLINS ( [REDACTED] )</p> <p>The ceiling of this Indefinite Delivery Indefinite Quantity contract is reduced by the value of the removed CLINS:            From: \$ [REDACTED]            By: \$ [REDACTED]            To: \$ [REDACTED]</p> <p>All other terms and conditions remain unchanged.            Period of Performance: 03/01/2025 to 02/28/2035</p> <p>Change Item 1001 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services</p> <p>Detention Services for 1 - 700 total detainees at a monthly rate of [REDACTED]</p> <p>This CLIN is removed from this contract.</p> <p>The total ceiling is decreased:            From: [REDACTED]            By: [REDACTED]            To: [REDACTED]            Obligated Amount: [REDACTED]</p> <p>Change Item 1002 to read as follows (amount shown is the obligated amount):</p>				
1002	<p>Additional Capacity For Detention Services</p> <p>Detention Services for 701 - 1,000 total detainees at a monthly rate of [REDACTED]</p> <p>This CLIN is removed from this contract.</p> <p>The total ceiling is decreased:            From: [REDACTED]            By: [REDACTED]            Continued ...</p>				

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1003	<p>To: [REDACTED] Obligated Amount: [REDACTED]</p> <p>Change Item 1003 to read as follows (amount shown is the obligated amount):</p> <p>Guard Hours Rate</p> <p>Guard services at a rate of [REDACTED]/hour</p> <p>This CLIN is removed from this contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p>				
1004	<p>Change Item 1004 to read as follows (amount shown is the obligated amount):</p> <p>Transportation Mileage Rate -</p> <p>Reimbursable at a rate of [REDACTED]/mile</p> <p>This CLIN is removed from this contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p>				
1005	<p>Change Item 1005 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Work Program</p> <p>Reimbursable at a rate of [REDACTED]/day</p> <p>This CLIN is removed from this contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p> <p>Continued ...</p>				

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1101	<p>Change Item 1101 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services</p> <p>Detention Services for 1 - 700 total detainees at a monthly rate of [REDACTED]</p> <p>This CLIN is removed from this contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p>				
1102	<p>Change Item 1102 to read as follows (amount shown is the obligated amount):</p> <p>Additional Capacity For Detention Services</p> <p>Detention Services for 701 - 1,000 total detainees at a monthly rate of [REDACTED]</p> <p>This CLIN is removed from this contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p>				
1103	<p>Change Item 1103 to read as follows (amount shown is the obligated amount):</p> <p>Guard Hours Rate</p> <p>Guard services at a rate of [REDACTED]/hour</p> <p>This CLIN is removed from this contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED] Continued ...</p>				

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1104	<p>Change Item 1104 to read as follows (amount shown is the obligated amount):</p> <p>Transportation Mileage Rate -</p> <p>Reimbursable at a rate of [REDACTED]/mile</p> <p>This CLIN is removed from this contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p>				
1105	<p>Change Item 1105 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Work Program</p> <p>Reimbursable at a rate of [REDACTED]/day</p> <p>This CLIN is removed from this contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p>				
1201	<p>Change Item 1201 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services</p> <p>Detention Services for 1 - 700 total detainees at a monthly rate of [REDACTED]</p> <p>This CLIN is removed from this contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p> <p>Continued ...</p>				

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1202	<p>Change Item 1202 to read as follows (amount shown is the obligated amount):</p> <p>Additional Capacity For Detention Services</p> <p>Detention Serices for 701 - 1,000 total detainees at a monthly rate of [REDACTED]</p> <p>This CLIN is removed from the contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p>				
1203	<p>Change Item 1203 to read as follows (amount shown is the obligated amount):</p> <p>Guard Hours Rate</p> <p>Guard services at a rate of [REDACTED]/hour</p> <p>This CLIN is removed from the contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p>				
1204	<p>Change Item 1204 to read as follows (amount shown is the obligated amount):</p> <p>Transportation Mileage Rate -</p> <p>Reimbursable at a rate of [REDACTED]/mile</p> <p>This CLIN is removed from the contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p> <p>Continued ...</p>				

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1205	<p>Change Item 1205 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Work Program</p> <p>Reimbursable at a rate of [REDACTED]/day</p> <p>This CLIN is removed from the contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p>				
1301	<p>Change Item 1301 to read as follows (amount shown is the obligated amount):</p> <p>Detention Services</p> <p>Detention Services for 1 - 700 total detainees at a monthly rate of [REDACTED]</p> <p>This CLIN is removed from the contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p>				
1302	<p>Change Item 1302 to read as follows (amount shown is the obligated amount):</p> <p>Additional Capacity For Detention Services</p> <p>Detention Serices for 701 - 1,000 total detainees at a monthly rate of [REDACTED]</p> <p>This CLIN is removed from the contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p> <p>Continued ...</p>				

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1303	<p>Change Item 1303 to read as follows (amount shown is the obligated amount):</p> <p>Guard Hours Rate</p> <p>Guard services at a rate of [REDACTED]/hour</p> <p>This CLIN is removed from the contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p>				
1304	<p>Change Item 1304 to read as follows (amount shown is the obligated amount):</p> <p>Transportation Mileage Rate -</p> <p>Reimbursable at a rate of [REDACTED]/mile</p> <p>This CLIN is removed from the contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p>				
1305	<p>Change Item 1305 to read as follows (amount shown is the obligated amount):</p> <p>Detainee Volunteer Work Program</p> <p>Reimbursable at a rate of [REDACTED]/day</p> <p>This CLIN is removed from the contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p>				
	<p>Change Item 1401 to read as follows (amount shown is the obligated amount):</p> <p>Continued ...</p>				

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1401	<p>Detention Services</p> <p>Detention Services for 1 - 700 total detainees at a monthly rate of [REDACTED]</p> <p>This CLIN is removed from the contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p> <p>Change Item 1402 to read as follows (amount shown is the obligated amount):</p>				
1402	<p>Additional Capacity For Detention Services</p> <p>Detention Services for 701 - 1,000 total detainees at a monthly rate of [REDACTED]</p> <p>This CLIN is removed from the contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p> <p>Change Item 1403 to read as follows (amount shown is the obligated amount):</p>				
1403	<p>Guard Hours Rate</p> <p>Guard services at a rate of [REDACTED]/hour</p> <p>This CLIN is removed from the contract.</p> <p>The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]</p> <p>Change Item 1404 to read as follows (amount shown is the obligated amount): Continued ...</p>				

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GEO GROUP INC THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
1404	Transportation Mileage Rate -  Reimbursable at a rate of [REDACTED]/mile  This CLIN is removed from this contract.  The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]  Change Item 1405 to read as follows (amount shown is the obligated amount):				
1405	Detainee Volunteer Work Program  Reimbursable at a rate of [REDACTED]/day  This CLIN is removed from this contract.  The total ceiling is decreased: From: [REDACTED] By: [REDACTED] To: [REDACTED] Obligated Amount: [REDACTED]				

**SECTION B:  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1. GENERAL**

The contractor shall provide all management, supervision, labor, and materials necessary to perform the services identified in the Performance Work Statement (PWS). This requirement is structured as a single award Indefinite Delivery, Indefinite Quantity (IDIQ) contract.

**B.2. CONTRACT PRICING**

The below table reflects the CLIN structure and the finalized pricing that will flow down to any subsequent task order. The pricing below reflects all quantities required throughout the period of performance as stated in Section F below.

The pricing listed does not include the 40% ceiling increase as outlined in Section B.3. Additionally, the quantity for CLIN 0004 Transportation Mileage Rate includes the proposed quantities for both CLIN 0001 and 0002 as they utilize the same rate.

<b>Year 1 Pricing</b>					
<b>CLIN No.</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total Price</b>
0001	Detention Services – Firm-Fixed-Price (FFP)	*MO	10	██████████	██████████
0002	Additional Capacity for Detention Services FFP)	*MO	10	██████████	██████████
0003	Guard Hours Rate – Labor Hour (LH)	**HR	4,055	████	██████████
0004	Transportation Mileage Rate – Reimbursable	***EA	68,480	████	██████████
0005	Detainee Volunteer Work Program – Reimbursable	EA	18,000	████	██████████
0006	60-Day Transition Period – FFP	MO	2	██████████	██████████
0007	Medical Services	MO	10	██████████	██████████
<b>Total Pricing</b>					██████████

- \*MO – Monthly
- \*\*HR – Hourly
- \*\*\*EA – Each

Year 2 Pricing					
CLIN No.	Description	Unit	Quantity	Unit Price	Total Price
0101	Detention Services – Firm-Fixed-Price (FFP)	MO	12		
0102	Additional Capacity for Detention Services (FFP)	MO	12		
0103	Guard Hours Rate – Labor Hour (LH)	HR	4,055		
0104	Transportation Mileage Rate – Reimbursable	EA	68,480		
0105	Detainee Volunteer Work Program – Reimbursable	EA	18,000		
<b>Total Pricing</b>					

Year 3 Pricing					
CLIN No.	Description	Unit	Quantity	Unit Price	Total Price
0201	Detention Services – Firm-Fixed-Price (FFP)	MO	12		
0202	Additional Capacity for Detention Services (FFP)	MO	12		
0203	Guard Hours Rate – Labor Hour (LH)	HR	4,055		
0204	Transportation Mileage Rate – Reimbursable	EA	68,480		
0205	Detainee Volunteer Work Program – Reimbursable	EA	18,000		
<b>Total Pricing</b>					

Year 4 Pricing					
CLIN No.	Description	Unit	Quantity	Unit Price	Total Price
0301	Detention Services – Firm-Fixed-Price (FFP)	MO	12		
0302	Additional Capacity for Detention Services (FFP)	MO	12		
0303	Guard Hours Rate – Labor Hour (LH)	HR	4,055		
0304	Transportation Mileage Rate – Reimbursable	EA	68,480		
0305	Detainee Volunteer Work Program – Reimbursable	EA	18,000		
<b>Total Pricing</b>					

Year 5 Pricing					
CLIN No.	Description	Unit	Quantity	Unit Price	Total Price
0401	Detention Services – Firm-Fixed-Price (FFP)	MO	12		
0402	Additional Capacity for Detention Services (FFP)	MO	12		
0403	Guard Hours Rate – Labor Hour (LH)	HR	4,055		
0404	Transportation Mileage Rate – Reimbursable	EA	68,480		
0405	Detainee Volunteer Work Program – Reimbursable	EA	18,000		
<b>Total Pricing</b>					

Year 6 Pricing					
CLIN No.	Description	Unit	Quantity	Unit Price	Total Price
0501	Detention Services – Firm-Fixed-Price (FFP)	MO	12		
0502	Additional Capacity for Detention Services (FFP)	MO	12		
0503	Guard Hours Rate – Labor Hour (LH)	HR	4,055		
0504	Transportation Mileage Rate – Reimbursable	EA	68,480		
0505	Detainee Volunteer Work Program – Reimbursable	EA	18,000		
<b>Total Pricing</b>					

Year 7 Pricing					
CLIN No.	Description	Unit	Quantity	Unit Price	Total Price
0601	Detention Services – Firm-Fixed-Price (FFP)	MO	12		
0602	Additional Capacity for Detention Services (FFP)	MO	12		
0603	Guard Hours Rate – Labor Hour (LH)	HR	4,055		
0604	Transportation Mileage Rate – Reimbursable	EA	68,480		
0605	Detainee Volunteer Work Program – Reimbursable	EA	18,000		
<b>Total Pricing</b>					

Year 8 Pricing					
CLIN No.	Description	Unit	Quantity	Unit Price	Total Price
0701	Detention Services – Firm-Fixed-Price (FFP)	MO	12		
0702	Additional Capacity for Detention Services (FFP)	MO	12		
0703	Guard Hours Rate – Labor Hour (LH)	HR	4,055		
0704	Transportation Mileage Rate – Reimbursable	EA	68,480		
0705	Detainee Volunteer Work Program – Reimbursable	EA	18,000		
<b>Total Pricing</b>					

Year 9 Pricing					
CLIN No.	Description	Unit	Quantity	Unit Price	Total Price
0801	Detention Services – Firm-Fixed-Price (FFP)	MO	12		
0802	Additional Capacity for Detention Services (FFP)	MO	12		
0803	Guard Hours Rate – Labor Hour (LH)	HR	4,055		
0804	Transportation Mileage Rate – Reimbursable	EA	68,480		
0805	Detainee Volunteer Work Program – Reimbursable	EA	18,000		
<b>Total Pricing</b>					

Year 10 Pricing					
CLIN No.	Description	Unit	Quantity	Unit Price	Total Price
0901	Detention Services – Firm-Fixed-Price (FFP)	MO	12		
0902	Additional Capacity for Detention Services (FFP)	MO	12		
0903	Guard Hours Rate – Labor Hour (LH)	HR	4,055		
0904	Transportation Mileage Rate – Reimbursable	EA	68,480		
0905	Detainee Volunteer Work Program – Reimbursable	EA	18,000		
<b>Total Pricing</b>					

### **B.3. MINIMUM AND MAXIMUM QUANTITIES**

In accordance with FAR 16.504(a)(4)(ii), the minimum and maximum quantity the government will acquire under this contract is as follows:

Minimum: The minimum pricing limitation is [REDACTED] based on the total price of the transition period.

Maximum: The maximum for the IDIQ contract is [REDACTED] based on the proposed total value of the IDIQ for the entire ordering period, plus 40% of the total value.

\*The purpose of including the additional 40% of the total value, is to account for unanticipated program growth due to possible changes in mission requirements, SCA increases, higher than expected transportation requirements, etc. This value will only impact the IDIQ Contract Maximum and is not accounted for operationally (in the CLINs) at this time.

### **B.4. FUNDING**

Funding will be obligated at the task order level. The government anticipates issuing one task order annually for the required services.

**[END OF SECTION B]**

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**SECTION C:**  
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

**C.1. PWS**

The PWS attached to this solicitation; see *Attachment 01 – Performance Work Statement*; *Attachment 05 – Anticipated Transportation Routes*.

**[END OF SECTION C]**

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**SECTION D:  
PACKING AND MARKING**

**D.1. PACKING AND MARKING**

No packing or marking requirements are applicable to this requirement.

**[END OF SECTION D]**

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**SECTION E:  
INSPECTION AND ACCEPTANCE**

**E.1. CLAUSES AND/OR PROVISIONS INCORPORATED BY REFERENCE**

The following clauses are incorporated by reference:

<b>Number</b>	<b>Title</b>	<b>Date</b>
52.246-4	Inspection of Services—Fixed-Price	Aug 1996
52.246-6	Inspection—Time-and-Material and Labor-Hour—Alternate I	May 2001

**E.2. INSPECTION AND ACCEPTANCE**

The government will conduct inspection and acceptance for all rendered services including deliverables.

**E.3. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)**

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15, it is anticipated that a past performance evaluations will be entered into CPARS, the governmentwide evaluation reporting tool for all past performance reports on contracts and orders. For more information regarding CPARS, please visit <http://www.cpars.gov/>.

**E.4. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

Services will be evaluated in accordance with the metrics outlined in the QASP (Attachment 13 and 13A).

**[END OF SECTION E]**

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**SECTION F:  
DELIVERIES OR PERFORMANCE**

**F.1. CLAUSES AND/OR PROVISIONS INCORPORATED BY REFERENCE**

The following clauses are incorporated by reference:

<b>Number</b>	<b>Title</b>	<b>Date</b>
52.242-15	Stop-Work Order	Aug 1989

**F.2. PERIOD OF PERFORMANCE**

This contract has a 15-year or 180-month period of performance. As noted in Section B above, the period performance includes a 60-day transition period.

The period of performance is **03/01/2025 through 02/29/2040**.

**F.3. PLACE OF PERFORMANCE**

Delaney Hall Facility  
451 Doremus Ave.  
Newark, NJ 07105-4893

**F.4. LIST OF DELIVERABLES**

For a complete list of Deliverables see of the Attachment 1 – PWS.

**[END OF SECTION F]**

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**SECTION G:  
CONTRACT ADMINISTRATION DATA**

**G.1. CONTRACT ADMINISTRATION**

The administration of this requirement will require maximum coordination between the government and the contractor.

**G.2. CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The following individual is designated as the COR for this requirement and is authorized by the Contracting Officer (CO) to perform specific contract administration functions such as inspection and acceptance of services and other functions of a technical nature:

██████████  
Email: ██████████@ice.dhs.gov  
Phone: ██████████

Note: The CO cannot authorize the COR or any other government representative to sign documents, such as contracts, contract modifications, etc., that require the signature of the CO.

**G.3. INVOICE INSTRUCTIONS**

Invoicing instructions will be provided at the time of award and at the task order level.

**[END OF SECTION G]**

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**SECTION H:  
SPECIAL CONTRACT REQUIREMENTS**

**H.1. CONTRACTOR’S INSURANCE**

The contractor shall maintain insurance in an amount not less than \$3,000,000 to protect the contractor from claims under workman compensation acts and from any other claims for damages for personal injury, including death which may arise from operations under this contract whether such operations by the contractor itself or by any subcontractor or anyone directly or indirectly employed by either business entity. The contractor shall maintain general liability insurance: bodily injury liability coverage written on a comprehensive form of policy of at least \$500,000 per occurrence is required.

Additionally, an automobile liability insurance policy providing for bodily injury and property damage liability covering automobiles operated in the United States (U.S.) shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property coverage. Certificates of such insurance shall be subject to the approval of the CO for adequacy of protection. All insurance certificates required under this contract shall provide 30 days’ notice to the government of any contemplated cancellation. The contractor shall provide that all staff having access to non-citizen monies and valuables are bonded in an amount sufficient to ensure reimbursement to the non-citizen by the contractor in case of loss.

**H.2. SPECIAL CLAUSE INFORMATION TECHNOLOGY SECURITY AWARENESS TRAINING (JULY 2023)**

(a) Applicability. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as “Contractor”). The Contractor shall insert the substance of this clause in all subcontracts.

(b) Security Training Requirements.

(1) All users of Federal information systems are required by Title 5, Code of Federal Regulations, Part 930.301, Subpart C, as amended, to be exposed to security awareness materials annually or whenever system security changes occur, or when the user’s responsibilities change. The Department of Homeland Security (DHS) requires that Contractor employees take an annual Information Technology Security Awareness Training course before accessing sensitive information under the contract. Unless otherwise specified, the training shall be completed within thirty (30) days of contract award and be completed on an annual basis thereafter not later than October 31st of each year. Any new Contractor employees assigned to the contract shall complete the training before accessing sensitive information under the contract. The training is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. The Contractor shall maintain copies of training certificates for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, initial training certificates for each Contractor and subcontractor employee shall be provided to the Contracting Officer’s Representative (COR) not later than thirty (30) days after contract award. Subsequent training

certificates to satisfy the annual training requirement shall be submitted to the COR via e-mail notification not later than October 31st of each year. The e-mail notification shall state the required training has been completed for all Contractor and subcontractor employees.

(2) The DHS Rules of Behavior apply to every DHS employee, Contractor and subcontractor that will have access to DHS systems and sensitive information. The DHS Rules of Behavior shall be signed before accessing DHS systems and sensitive information. The DHS Rules of Behavior is a document that informs users of their responsibilities when accessing DHS systems and holds users accountable for actions taken while accessing DHS systems and using DHS Information Technology resources capable of inputting, storing, processing, outputting, and/or transmitting sensitive information. The DHS Rules of Behavior is accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Unless otherwise specified, the DHS Rules of Behavior shall be signed within thirty (30) days of contract award. Any new Contractor employees assigned to the contract shall also sign the DHS Rules of Behavior before accessing DHS systems and sensitive information. The Contractor shall maintain signed copies of the DHS Rules of Behavior for all Contractor and subcontractor employees as a record of compliance. Unless otherwise specified, the Contractor shall e-mail copies of the signed DHS Rules of Behavior to the COR not later than thirty (30) days after contract award for each employee. The DHS Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

### **H.3. COMPLIANCE WITH DHS SECURITY POLICY TERMS AND CONDITIONS**

All hardware, software, and services provided under this task order must be compliant with DHS 4300A DHS Sensitive System Policy and DHS 4300A Sensitive Systems Handbook.

### **H.4. SECURITY REVIEW TERMS AND CONDITIONS**

The Government may elect to conduct periodic reviews to ensure that the security requirements contained in this contract are being implemented and enforced. The Contractor shall afford ICE, including the organization of ICE Office of the Chief Information Officer, the Office of the Inspector General, authorized Contracting Officer Technical Representative (COTR), and other government oversight organizations, access to the Contractor's facilities, installations, operations, documentation, databases and personnel used in the performance of this contract. The Contractor will contact ICE Chief Information Security Officer to coordinate and participate in the review and inspection activity of government oversight organizations external to ICE. Access shall be provided to the extent necessary for the government to carry out a program of inspection, investigation, and audit to safeguard against threats and hazards to the integrity, availability, and confidentiality of ICE data or the function of computer system operated on behalf of ICE, and to preserve evidence of computer crime.

### **H.5. PRIVACY EXPECTATIONS**

Government contractor employees do not have a right, nor should they have an expectation, of privacy while using Government provided devices at any time, including accessing the Internet and using e-mail and voice communications. To the extent that employees wish that their private

activities remain private, they should avoid using the Government provided device for limited personal use. By acceptance of the government provided device, employees imply their consent to disclosing and/or monitoring of device usage, including the contents of any files or information maintained or passed -through that device.

#### **H.6. CONTRACTOR IT SECURITY ACCREDITATION**

Within 6 months after contract, the contractor shall submit written proof of IT Security accreditation to DHS for approval by DHS CO. Accreditation will proceed according to the criteria of DHS Sensitive System Policy Publication, 4300A (most current version) or any replacement publication, which the CO will provide upon request. This accreditation will include a final security plan, risk assessment, security test and evaluation, and disaster recovery plan/continuity of operations plan. This accreditation, when accepted by the CO, shall be incorporated into the contract as a compliance document. The contractor shall comply with the approved accreditation documentation.

**[END OF SECTION H]**

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## PART II – CONTRACT CLAUSES

### SECTION I: CONTRACT CLAUSES

#### I.1. CLAUSES AND/OR PROVISIONS INCORPORATED BY REFERENCE

The following clauses and/or provisions are incorporated by reference.

Number	Title	Date
52.202-1	Definitions	Jun 2020
52.203-3	Gratuities	Apr 1984
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	Jan 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May 2011
52.204-13	System for Award Management Maintenance	Oct 2018
52.204-18	Commercial and Government Entity Code Maintenance	Aug 2020
52.204-19	Incorporation by Reference of Representations and Certifications	Dec 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	Nov 2021
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	Nov 2021
52.204-25	Prohibition of Contracting for Certain Telecommunications and Video Surveillance Services or Equipment	Nov 2021
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	Nov 2015
52.215-8	Order of Precedence—Uniform Contract Format	Oct 1997
52.216-7	Allowable Cost and Payment	Aug 2020
52.216-18	Ordering	Aug 2020
52.216-19	Order Limitations	Oct 1995
52.216-22	Indefinite Quantity	Oct 1995
52.216-31	T&M/LH Proposal Requirements—Commercial Acquisition	Nov 2021
52.219-16	Liquidated Damages - Subcontracting Plan	Sep 2021
52.223-3	Hazardous Material Identification & Material Safety Data—Alternate I	Jul 1995
52.224-1	Privacy Act Notification	Apr 1984
52.224-2	Privacy Act	Apr 1984
52.227-1	Authorization and Consent	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	Jun 2020

52.227-3	Patent Indemnity	Jun 2020
52.227-11	Patent Rights—Ownership by the Contractor	May 2014
52.227-14	Rights in Data—General	May 2014
52.227-16	Additional Data Requirements	Jun 1987
52.232-1	Payments	Apr 1984
52.232-7	Payments under Time-and-Materials and Labor-Hour Contracts	Nov 2021
52.232-8	Discounts for Prompt Payment	Feb 2002
52.232-9	Limitation on Withholding of Payments	Apr 1984
52.232-11	Extras	Apr 1984
52.232-18	Availability of Funds	Apr 1984
52.232-23	Assignment of Claims	May 2014
52.232-25	Prompt Payment	Jan 2017
52.232-39	Unenforceability of Unauthorized Obligations	Jun 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Mar 2023
52.233-1	Disputes—Alternate 1	May 2014
52.233-3	Protest after Award	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	Oct 2004
52.237-3	Continuity of Services	Jan 1991
52.242-13	Bankruptcy	Jul 1995
52.243-1	Changes—Fixed Price--Alternate I	Apr 1984
52.243-3	Changes—Time-and-Materials or Labor-Hours	Sep 2000
52.244-2	Subcontracts	Jun 2020
52.249-2	Termination for Convenience of the Government (Fixed-Price)	Apr 2012
52.249-8	Default (Fixed-Price Supply and Service)	Apr 1984
3052.222-70	Strikes or Picketing Affecting Timely Completion of the Contract Work	Dec 2003

## I.2. CLAUSES AND/OR PROVISIONS INCORPORATED BY FULL TEXT

The following clauses and/or provisions are incorporated by full text.

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

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

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

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

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

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

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

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

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

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line-item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

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

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

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

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

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

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

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

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

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

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

payment, the Contractor shall-

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

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

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

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

(D) Contractor point of contact.

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

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

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

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

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

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

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

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

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

(A) The date fixed under this contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) [Reserved]

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any

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

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

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

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

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

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

(End of clause)

Alternate I (Nov 2021). When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.

(a) Inspection/Acceptance. (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under

this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. [Insert portion of labor rate attributable to profit.]

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may-

(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to-

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

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

As used in this clause-

(i) "Direct materials" means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) "Hourly rate" means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are-

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) "Materials" means-

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate: [Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.]; and

(E) Indirect costs specifically provided for in this clause.

(iv) "Subcontract" means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contractor a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(i) Payments. (1) Work performed. The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) Hourly rate.

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) Materials.

(A) If the Contractor furnishes materials that meet the definition of a commercial product at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the-

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor-

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall-

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) Other Costs. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) Other Direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: *None*.

(2) Indirect Costs (Material Handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *\$0*.

(2) Total cost. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) Ceiling price. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) Access to records. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment-

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.

(iii) For material and subcontract costs that are reimbursed on the basis of actual cost-

(A) Any invoices or subcontract agreements substantiating material costs; and

(B) Any documents supporting payment of those invoices.

(5) Overpayments/Underpayments. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall-

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

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

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

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

(D) Contractor point of contact.

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

(6)(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, and then at the rate applicable for each six-month period as established by the Secretary until the amount is paid.

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

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

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;

(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 32.607-2).

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

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

(A) The date fixed under this contract.

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

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

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

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

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

(vii) The interest charge made under this clause may be reduced under the procedures prescribed

in FAR 32.608-2 in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) Release of claims. The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) 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.

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

(10) 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.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the

Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that 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 that reasonably could have been avoided.

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

#### **52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Feb 2024)**

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

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

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023) (Section 1634 of Pub. L. 115-91).

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

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

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

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

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

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting

Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

- (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, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).
- (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- (14) [Reserved].
- (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) (15 U.S.C. 657a).
- (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (17) [Reserved]
- (18) (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-6.
- (19) (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
- (ii) Alternate I (Mar 2020) of 52.219-7.
- (20) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)).

- (21) (i) 52.219-9, Small Business Subcontracting Plan (Sep 2023) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Jun 2020) of 52.219-9.
- (v) Alternate IV (Sep 2023) of 52.219-9.
- (22) (i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- (ii) Alternate I (Mar 2020) of 52.219-13.
- (23) 52.219-14, Limitations on Subcontracting (Oct 2022) (15 U.S.C. 637s).
- (24) 52.219-16, Liquidated Damages—Subcontracting Plan (Sep 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (Feb 2024) (15 U.S.C. 657f).
- (26) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Feb 2024) (15 U.S.C. 632(a)(2))
- (ii) Alternate I (Mar 2020) of 52.219-28.
- (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) (15 U.S.C. 637(m)).
- (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Oct 2022) (15 U.S.C. 637(m)).
- (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- (30) 52.219-33, Nonmanufacturer Rule (Sep 2021) (15U.S.C. 637(a)(17)).
- (31) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Feb 2024).
- (33) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (34) (i) 52.222-26, Equal Opportunity (Sep 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 (Jul 2014) of 52.222-35.
- (36) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).
- (ii) Alternate I (Jul 2014) of 52.222-36.
- (37) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (39) (i) 52.222-50, Combating Trafficking in Persons (Nov 2021) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (40) 52.222-54, Employment Eligibility Verification (May 2022) (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 (Jun 2016) (E.O. 13693).
- (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (44) (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (45) (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun2014) of 52.223-14.
- (46) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- (47) (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-16.
- (48) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- (49) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- (50) 52.223-21, Foams (Jun2016) (E.O. 13693).
- (51) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (Jan 2017) of 52.224-3.
- (52) (i) 52.225-1, Buy American-Supplies (Oct 2022) (41 U.S.C. chapter 83).
- (ii) Alternate I (Oct 2022) of 52.225-1.
- (53) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I [Reserved].
- (iii) Alternate II (Dec 2022) of 52.225-3.
- (iv) Alternate III (Feb 2024) of 52.225-3.
- (v) Alternate IV (Oct 2022) of 52.225-3.
- (54) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (55) 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).
- (56) 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).
- (57) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- (58) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).
- (59) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

- (60) 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).
- (61) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- (62) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) (31 U.S.C. 3332).
- (63) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- (64) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- (65) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- (66) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(13)).
- (67) (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:

- (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) (29U.S.C.206 and 41 U.S.C. chapter 67).
- (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).
- (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

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

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

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

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

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

(ii) 52.203-17, Contractor Employee Whistleblower Rights (Nov 2023) (41 U.S.C. 4712).

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

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

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

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

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

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

(viii) 52.219-8, Utilization of Small Business Concerns (Feb 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except

subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) RESEVER

(x) RESEVED

(xi) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

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

(xiii) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).

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

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

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

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

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

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

(xix) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

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

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

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

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

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

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42

U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

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

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

### **52.224-3 Privacy Training – Alternate I (DEVIATION)**

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

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

(1) Have access to a system of records;

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

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.1 and 39.105).

(c) The contracting agency will provide initial privacy training, and annual privacy training thereafter, to Contractor employees for the duration of this contract. Contractor employees shall satisfy this requirement by completing Privacy at DHS: Protecting Personal Information accessible at <http://www.dhs.gov/dhs-security-and-training-requirements-contractors>. Training shall be completed within 30 days of contract award and be completed on an annual basis thereafter not later than October 31st of each year.

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

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

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

- (1) Have access to a system of records;
- (2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or
- (3) Design, develop, maintain, or operate a system of records.

### **52.252-2 Clauses Incorporated by Reference (Feb 1998)**

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

### **3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (July 2023)**

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

(a) *Provisions.*

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

(b) *Clauses.*

3052.203-70, Instructions for Contractor Disclosure of Violations

3052.204-71 Contractor Employee Access—Alternate II

3052.204-72 Safeguarding of Controlled Unclassified Information

3052.204-73 Notification and Credit Monitoring Requirements for Personally Identifiable Information Incidents

3052.205-70 Advertisement, Publicizing Awards, and Releases

3052.215-70 Key Personnel or Facilities

\*3052.219-71 DHS Mentor-Protégé Program

3052.242-72, Contracting Officer's Representative

### **\*HSAR 3052.219-71 DHS Mentor-Protégé Program (DEVIATION) (Apr 2024)**

(a) Large businesses are encouraged to participate in the DHS Mentor-Protégé program for the purpose of providing developmental assistance to eligible protégé entities to enhance their

capabilities and increase their participation in DHS contracts.

(b) The program consists of:

(1) Mentor firms, which are large prime contractors capable of providing developmental assistance;

(2) Protégé firms, are small businesses, veteran-owned small businesses, service-disabled veteran-owned small businesses, HUBZone small businesses, small-disadvantaged businesses, and women-owned small business concerns, Historically Black Colleges and Universities, and Minority Serving Institutions; and

(3) Mentor-Protégé agreements, approved by the DHS Office of Small and Disadvantaged Business Utilization (OSDBU).

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform DHS contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the DHS Mentor-Protégé program are eligible for a post-award incentive for subcontracting plan credit. The mentor may receive small business subcontracting credit for costs it incurs to provide assistance to a protégé. The mentor may use this additional credit towards attaining its subcontracting plan participation goal under the same or another DHS contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-for-dollar basis and reported in the Summary Subcontract Report via the Electronic Subcontracting Reporting System (eSRS) at [www.esrs.gov](http://www.esrs.gov). For example, a mentor/large business prime contractor would report a \$10,000 subcontract to the protégé subcontractor and \$5,000 of developmental assistance to the protégé as \$15,000. The Mentor and Protégé will submit a signed joint statement agreeing on the dollar value of the developmental assistance and the Summary Subcontract Report.

(e) Contractors interested in participating in the program are encouraged to contact the DHS OSDBU for more information.

## PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

### SECTION J: LIST OF ATTACHMENTS

#### J.1 LIST OF ATTACHMENTS

The following is a list of all attachments associated with this requirement.

Attachment 1	Performance Work Statement (PWS)
Attachment 2	Anticipated Transportation Routes
Attachment 3	Staffing Plan
Attachment 4	Detention Services Cost Statement (DSCS)
Attachment 5	Quality Assurance Surveillance Plan (QASP)
Attachment 5A	CDR Template
Attachment 6	Wage Determination 2015-4211 revision 29
Attachment 7	G-391 Upload Template
Attachment 7A	G-391 Data Collection Categories and Descriptions
Attachment 8	Prison Rape Elimination Act Regulations
Attachment 9	Personal Property Operations Handbook, February 2019
Attachment 10	Virtual Attorney Visitation
Attachment 11	ICE Firearms and Use of Force Handbook <i>(by reference – contains law enforcement sensitive information)</i>
Attachment 12	Contract Detention Facility Design Standards
Attachment 13	EOIR Design Standards
Attachment 14	IHSC Design Standard, June 2023
Attachment 15	Structured Cable Plant Standard, January 2025
Attachment 16	Small Business Subcontracting Plan

[END OF SECTION J]