

AWARD/CONTRACT

1. This Contract is a Rated Order under the Defense Priorities and Allocations System (DPAS) - Code of Federal Regulations - at 15 CFR 700.

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2. CONTRACT (Procurement, Instruction, Identification) NUMBER 1605TB-25-C-0001/RF1749481976B 3. EFFECTIVE DATE See Block 20C 4. REQUISITION/PURCHASE REQUEST/PROJECT NUMBER 1630-OWI-25-CTR-0061

5. ISSUED BY CODE ITAS 6. ADMINISTERED BY (If other than Item 5) CODE US Department of Labor Information Technology Acq Services 200 Constitution Ave, NW S-4307 Washington DC 20210

7. NAME AND ADDRESS OF CONTRACTOR (Number, Street, County, State and ZIP Code) See Schedule 8. DELIVERY FREE ON BOARD (FOB) ORIGIN OTHER (See below) 9. DISCOUNT FOR PROMPT PAYMENT Net 30 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM

CODE FACILITY CODE 11. SHIP TO/MARK FOR CODE ETA OWI AA US Department of Labor Office Workforce Investment 200 Constitution Ave. Rm. C-4526 Att: Amanda Ahlstrand Washington DC 20210 12. PAYMENT WILL BE MADE BY CODE DOL U.S. Department of Labor Office of the Chief Financial Officer 200 Constitution Ave, NW Washington DC 20210

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION UNDER THE UNITED STATES CODE AT: 10 U.S.C. 3204(a)() 41 U.S.C. 3304(a)() 14. ACCOUNTING AND APPROPRIATION DATA See Schedule

15A. ITEM NUMBER	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	Continued...				

15G.

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE

17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) 18. SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or print) Cameron Kapoor, President 20A. NAME OF CONTRACTING OFFICER Karen A. Corporal 19B. NAME OF CONTRACTOR See Schedule 19C. DATE SIGNED 6/30/2025 20B. UNITED STATES OF AMERICA Digitally signed by KAREN CORPORAL Date: 2025.06.30 17:39:54 -04'00' 20C. DATE SIGNED

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGES
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NAME OF OFFEROR OR CONTRACTOR
See Schedule

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of performance is as follows: Base Period: June 30, 2025 - June 29, 2026 Option Period 1: June 30, 2026 - June 29, 2027 Option Period 2: June 30, 2027 - June 29, 2028 Option Period 3: June 30, 2028 - June 29, 2029 Option Period 4: June 30, 2029 - June 29, 2030 Contracting Office POC's ----- Contracting Officer Representative (COR), Lauren Fairley, fairley.lauren@dol.gov, (202) 693-3731 Contract Specialist, David J. Renshaw, renshaw.david.j@dol.gov, (415) 625-2421 Contracting Officer, Karen A. Corporal, corporal.karen.a@dol.gov, (202) 693-4585 Vendor POC ----- Cameron Kapoor, PH: 646-874-9811, cameron.kapoor@qualtryx.com Continued...				

NAME OF OFFEROR OR CONTRACTOR
See Schedule

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	E-Invoice: REQUIRED Delivery: 06/30/2025 Period of Performance: 06/30/2025 to 06/29/2026				
1001					
2001					
3001					
4001					

1 - Section 14

2 - Section 218

 Clauses18

1 - Section 1

Statement of Work

Statement of Work

Analyst Resource Center (ARC) Employer Database

PART 1

1.1 Objectives

The Employment and Training Administration (ETA) Office of Workforce Investment (OWI) is requesting proposals for the Analyst Resource Center Employer Database (Database), which will be used by various agencies and the public workforce (Users). ETA will evaluate the Proposals and shall award a Contract to a single Contractor. The Database will contain employer information for and be made available for use by all fifty (50) states, the District of Columbia, Puerto Rico, U.S. Virgin Islands, Guam, and ETA through an interface operated by the ETA Analyst Resource Center Grantee, which will receive the database securely from Contractor.

1.2 Scope

The ARC Employer Database shall function as a tool for Users for career exploration, job search, job development, employment support services, labor market research, related public workforce and public economic development system efforts. The Database shall contain the following on all business establishments in the United States: employer names, addresses, contact information, industry identifiers, employment, and other information related to each business establishment. The Database shall be made available through a variety of means and media, such as standalone PC’s, client-server systems, internet/intranet systems, etc. The information in the Database may be displayed, downloaded, printed, used to generate mailing lists, and other activities.

1.3 Period of Performance

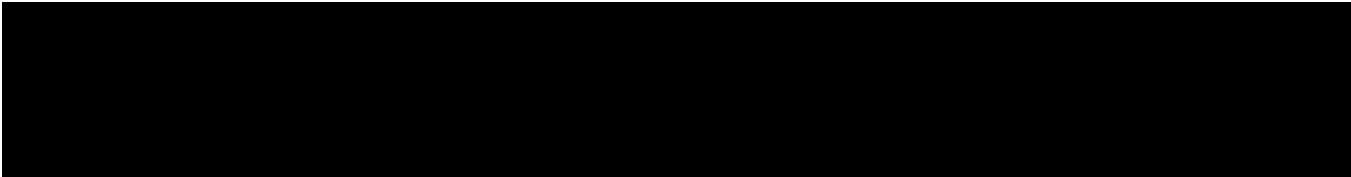
The period of performance will be for one 12-month base period with four 12-month option periods as follows:

Performance Period	Period of Performance
Base Period	06/30/2025 – 06/29/2026
Option Period 1	06/30/2026 – 06/29/2027
Option Period 2	06/30/2027 – 06/29/2028
Option Period 3	06/30/2028 – 06/29/2029
Option Period 4	06/30/2029 – 06/29/2030

1.4 Recognized Holidays

The contractor is not required to perform services on the following holidays:

- New Year’s Day
- Birthday of Martin Luther King, Jr.
- Washington’s Birthday
- Memorial Day
- Juneteenth National Independence Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day



1.6 Security Requirements

The policies of the Federal Information Security Modernization Act (FISMA) of 2014, and the Office of Management and Budget (OMB), require external providers handling federal information, or operating information systems on behalf of the federal Government, to meet the same security requirements as federal agencies. DOL reserves the right to levy additional security requirements, if new or unforeseen risks are discovered at a future time up to, but not limited to, using a DOL provided computer configuration. The sections below highlight key areas of compliance required by the Contractor staff and its Sub-Contractors. This overview however does not restrict any of said staff from adhering to all required regulations or policies identified below.

As determined applicable by the Government, the Contractor agrees to comply with the following statutes, regulations, standards, and policies:

- Federal Information Security Modernization Act (FISMA) of 2014
- Homeland Security Presidential Directive 12 “Policy for a Common Identification Standard for Federal Employees and contractors”
- The Computer Security Act of 1987
- Office of Management and Budget (OMB) Circular A-130
- Federal Information Processing Standard (FIPS) 140
- Federal Information Processing Standard (FIPS) 199
- Federal Information Processing Standard (FIPS) 200
- National Institute of Standards and Technology (NIST) Special Publication 800-53
- National Institute of Standards and Technology (NIST) Special Publication 800-61
- National Institute of Standards and Technology (NIST) Special Publication 800-160
- National Institute of Standards and Technology (NIST) Special Publication 800-161
- National Institute of Standards and Technology (NIST) Special Publication 800-171
- Trusted Internet Connections (TIC) initiative (Update), (M-19-26), September 12, 2019
- The Privacy Act
- Executive Order 14028 Improving the Nation’s Cybersecurity

DOL reserves the right to review and approve or disapprove all the security safeguards instituted to comply with the requirements of this contract.

If the Contractor fails to comply with the cybersecurity and privacy requirements, the Contractor shall be deemed to have failed to perform the provision of this contract.

Contractor must include the Government’s cybersecurity and privacy provisions contained in this contract in every solicitation and every subcontract associated with the work performed under this contract.

Applications provided by the contractor for use by the government must be fully functional and operate correctly as intended on systems using the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology’s website at National Checklist Program (NCP).

Applications designed for normal end users must run in the standard user context without elevated system administration privileges.

No hardware, software, or service provided by the contractor may use or incorporate any hardware, software, or services developed or provided by Kaspersky Lab.

No hardware, software, or service provided by the contractor may use or incorporate any equipment, system, or service that uses covered telecommunications equipment or services (as defined in FAR Subpart 4.21) as a substantial or essential component of any system, or as critical technology as part of any system.

1.7 Data Ownership

All products and deliverables developed under this SOW are the property of the U.S. Government and DOL/ETA.

1.8 Contracting Officer Representative (COR)

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

PART 2

DEFINITIONS/ACRONYMS

CO – Contracting Officer

COTR - Contracting Officer's Technical Representative: A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor

DOL - Department of Labor

FAR – Federal Acquisition Regulation

FFP – Firm Fixed Price

ETA – Employment and Training Administration

OASAM – Office of the Assistant Secretary for Administration and Management

OSPE – Office of the Senior Procurement Executive

OCIO – Office of the Chief Information Officer

Quality Control - Those actions taken by a contractor to control the performance of services so that they meet the requirements of the SOW.

SOW – Statement of Work

PART 3

SPECIFIC TASKS

3.1 Tasks

The Contractor shall address all requirements in this section and explain how it will comply with each requirement. Proposals must be fully responsive when addressing each requirement; merely repeating the requirements may be considered non-responsive and may result in disqualification. Proposals shall identify any deviations from the requirements or requirements the Contractor cannot satisfy. Any deviation or requirement that the Contractor cannot satisfy may result in disqualification. The Evaluation Committee shall have the right to determine whether the supportive materials submitted by the Contractor demonstrate that the Contractor will be able to comply with the mandatory requirements. If the Evaluation Committee determines the supportive materials do not demonstrate the Contractor will be able to comply with the mandatory requirements, the Evaluation Committee shall disqualify the proposal.

3.1.1 Mandatory General Requirements

- a. All Proposals must demonstrate successful experience in the collection, compilation and delivery of an employer database of the size and scope identified in this RFP.
- b. Contractors shall include a detailed business and project plan that describe how they will accomplish the requirements of this RFP.
 - i. The business plan must provide:
 1. A detailed description of the process used by the Contractor to maintain and update the content of the database, including:
 - a. The frequencies of record updates, e.g., all firms in the database are contacted semi-annually, annually, etc.

- b. A detailed description of the procedures for the identification and elimination of closed businesses as well as the schedule for deletion of these records, and
 - c. A detailed description of the procedures and schedule for the inclusion of ARC customer-provided updates.
2. An itemized description of all proposed components, materials, and services in their Proposal response.
- ii. The project plan shall describe the project implementation process, including milestones expressed in the number of days required to complete each step/phase.

3.1.2 Mandatory Product Requirements

- a. The Contractor shall deliver electronically to each State and the ETA one copy of the entire uncompressed Database, in the prescribed record layout and ASCII-delimited format. . The Contractor shall provide all the Participating Agencies with the means to download the entire Database or to selectively download data for one or more states.
 - i. The data retrieval and display facility shall provide a search mechanism through which multiple data elements (e.g., state, county, industry, employment, etc.) and multiple field values of a data element (e.g., two or more states, counties, industries, employment size ranges, etc.) can be searched simultaneously. Examples of search criteria include business name, phone number, state, county, minor civil division (e.g., city or, in New England, township), zip code, employment, industry and North American Industry Classification System (NAICS) code, etc.
 - ii. The extract and download capability shall function in a manner to allow the User to selectively download data from the Database to the User's computer. The extract system shall allow the User to download the entire record for each employer establishment or selected fields from the record for each establishment.
 - iii. The applications will be written to function as determined by the ETA Analyst Resource Center Grantee and will be upgraded as mutually determined by the successful Contractor and the ETA Analyst Resource Center Grantee.
- b. The Contractor shall provide for three (3) specifically defined levels of User access to the Database: primary recipient, intermediate User, and client/end User.
 - i. The Primary Recipient, usually the state employment security/workforce agency, shall be able to download the entire Database to a PC or server. The Primary Recipient shall have the right to use all or any part of the Database for the identified Uses and Users, in any and all formats, media and means of delivery, including the Internet. This includes the right to incorporate all or any part of the Database into information delivery systems for the identified Uses and Users. Access to the Database provided by the Primary Recipient shall be governed by the access levels specified for intermediate and end Users.
 - ii. The intermediate User, a local one-stop career center, public economic development entity or other User, shall be able to search the entire Database and return an unlimited number of records for display in a list or on a map. The Contractor shall identify the number of these records, which shall be 100+, that may be selected at one time for download and/or printing.
 - iii. The client/end User, e.g., an individual engaged in job search or career exploration, shall be able to search the entire Database. The Contractor shall identify the number of records, which shall be 100+, that may be returned at one time for display, download and/or printing. Display shall include viewing in a list or on a map.
- c. The Contractor shall represent and warrant that the Database and software applications provided will work without defect. In the case of problems, the Contractor shall be responsible for providing a service contact telephone number, email address and assistance in the correction of any problem directly related to the product(s) supplied by the Contractor. The Contractor shall respond via telephone assistance or via the same medium in which the problem was reported within 24 hours. The Contractor shall keep a record of summary information on trouble calls and provide a listing as requested by the ETA Analyst Resource Center Grantee. Damaged or infected media will be replaced at no cost to the ETA Analyst Resource Center Grantee or any recipient of the media. The Contractor shall exercise due diligence to prevent the transmittal of viruses or other potentially damaging computer code via the products provided by the Contractor. Failure of the Contractor to exercise due diligence shall make the Contractor liable for all costs of resultant damage.
- d. The right to use the Database for the identified Uses and Users shall be for a period of fifteen (15) months from and after the issuance of each updated Database. This right shall survive the termination or expiration of the Contract.

3.1.3 Mandatory Data Requirements

- a. Contractor shall provide a document detailing the record format for all employer data elements contained in their database, including field names, formats and descriptions. Contractors shall provide a sample of the data proposed to be supplied in response to this RFP for evaluation purposes. It is required that separate files be supplied for employer establishments located in Connecticut, Florida, Minnesota, Nevada, and Oregon, with each state's name clearly identified. These files shall be provided in pipe-delimited ASCII text format and in the record layout as shown in Section C.1.3.5.
- b. The Database shall include data for all fifty (50) U.S. states, the District of Columbia, Puerto Rico, the Virgin Islands and, if available, Guam. The Database shall include all types and sizes of public and private sector employer establishments for the United States. It is estimated that this will be approximately ten (10) million employer establishments.

- c. Multiple records for a single establishment (e.g., individual lawyers within a single law firm, individual health professionals in a clinic, etc.) shall not exist in the Database. Incidences of multiple records for a single establishment shall be reduced to one business listing in the Database.
- d. The Database shall contain all mandatory data elements identified in Section C.1.3.5 with the letter “M”. Failure to provide any mandatory data element in Section C.1.3.5, Table 1 shall result in disqualification. Proposals should offer more than the mandatory data elements and provide accurately populated employer records. The Database shall be supplied using the ARC layout, field names and designated field values identified in Table 1. Failure to do so shall result in disqualification. Proposals that include data elements that do not appear in Table 1 should list the additional proposed data elements in Table 2 of Section C.1.3.5 and include the data elements at the end of the sample data files.
- e. For each data element identified in Section C.1.3.5, the Contractor shall provide the name and format (e.g., char (9); number (5.2); etc.) of the field in which the data element is stored in their database, and the percentage of all their employer records that contain the data element. Contractors shall use the form provided in Section C.1.3.5, or an exact reproduction, for this purpose.
- f. Where field values are specified in Section C.1.3.5, they are required to be used. Additional field values should be assigned and identified by the Contractor.
- g. The Contractor must provide geographic latitude and longitude coordinates for each establishment at the precision level that identifies the site/street address for that establishment whenever a physical address is available. The geographic coordinates may not be less precise than ZIP+4 Centroid.
- h. U.S. Postal Service standards (e.g., two-character state identifiers, no use of periods) shall be used in populating the address fields. The following address types have been identified: physical, mailing, and landmark; the Contractor shall provide a minimum of one (1) of these addresses per record and shall provide other addresses as available.
- i. Data for one employer contact is mandatory, and it must be that of the Human Resource/Personnel officer or comparable position, if such contact is available.
- j. Industry classification codes are mandatory for each business and shall be from the most current version of the North American Industrial Classification System (currently NAICS 2017). Direct assignment of NAICS codes, rather than automated cross-matches from other code assignments, is preferred. All codes assigned to each business shall be provided.
- k. The ARC will supply the successful Contractor the Federal Information Processing Standards (FIPS) township codes for the New England states for inclusion in the Database and use in the associated software applications. The successful Contractor shall be required to assign these codes to the records in the Database.

3.1.4 Business Plan

- a. The Proposal shall include comprehensive and concise statements that address and demonstrate an understanding of each of the following:
 - i. The services and deliverables required under the RFP;
 - ii. Knowledge of relevant federal and state laws and regulations;
 - iii. The expertise of its personnel who will render the requested services, in sufficient detail to allow the evaluators to determine whether a Contractor is a Responsible Contractor. List the resources that will be devoted to each of the activities required under the RFP.
 - iv. The Contractor must attach the resumes of the personnel who will manage, develop, maintain, etc. the key functions for this project.
 - v. Provide examples that illustrate the ability to logically plan and complete the stated objectives.
 - vi. A project plan illustrating how the requirements of this RFP will be accomplished, including the timelines in days and the party responsible to complete each task for implementation of the products and services, the expected period of time needed to implement the products and services, and a description of any transition matters that may impact the implementation, (e.g. initial analysis – 5 days - Contractor).
 - vii. A detailed description of the process that is used by the Contractor to maintain and update the content of the Database, including the frequency of record updates, the procedures, schedule for the elimination of closed businesses, and the procedures and schedule for the inclusion of customer-provided updates. Include a description of the procedures used to assign NAICS codes to each business establishment, and a description of any other procedures notable for assigning values to other data elements in the Database.
 - viii. A detailed distribution/delivery plan for the products and services to be delivered, including a description of the method of and proposed schedule for distribution/delivery.

3.1.5 Data Elements Requirements

Table 1 includes the data elements that must be provided to meet the mandatory requirements for the ARC Employer Database and also includes non-mandatory data elements.

a) Data elements marked as “M” must be provided both in the sample data submitted with a Proposal and in the Database delivered as

specified in this RFP subsequent to award of a Contract. Failure to do so shall result in disqualification and Contract termination. For purposes of meeting this requirement, the ARC will supply the Contractor with the township codes for the New England states for inclusion in the Database and use in the associated software applications.

b) Data items not marked “M” will be similarly evaluated for quantity and quality. Failure to provide any element not marked “M” shall not result in disqualification. However, in general, Proposals will benefit by offering more of these data elements and having more employer records for which each data element is accurately populated.

c) The sample and contracted databases must be supplied using the ARC Employer Database record format, field names and designated field values identified in Table 1. Failure to do so shall result in disqualification and Contract termination. Further, for each data element the Contractor must provide information on:

d) The name and field format in which the data element is stored in the Contractor’s Database (e.g., char(9); number(5.2); etc.), and e) The number and percentage of the Contractor’s employer records for which the data element is available. Additional counts are required to be supplied for selected fields identified in Table 1A.

In addition, the Contractor must separately provide the record format for all employer data contained in their database, including field names, formats and descriptions. This will be used to better understand the suitability of the data for the purposes specified in this RFP.

Table 1A is to be used by the Contractor to provide population details for selected field values used for data elements in Table 1.

Table 2 is to be used to identify any additional data elements that are included in the Proposal.

Table 1. Data Elements

Total Employer Records in Contractor Database: _____

Req	ARC Column Name	ARC Description	ARC Data Type		Contractor Column Name	Contractor Data Type	Records Populated	
							Number	%
M	stfips	State FIPS code of employer’s physical location.	char(2)					
M	areatype	Always township code ‘14’ for New England states; always county code ‘04’ for all other states.	char(2)					
M	area	Three-digit code assigned to county (FIPS) or township** where business is located, front filled with zeroes.	char(6)					
M	uniqueid	Employer’s unique id assigned by Contractor.	char(9)					
M	fein	Federal Employer Identification Number	char(9)					
M	lastupdate	Date of record’s most recent update or verification	char(6)					
M	name	Name by which the business is known or under which it conducts	varchar(35)					

Req	ARC Column Name	ARC Description	ARC Data Type		Contractor Column Name	Contractor Data Type	Records Populated	
							Number	%
		business.						
M	addressP	Employer’s physical location – street address	varchar(40)					
M	cityP	Employer’s physical location – city	varchar(30)					
M	stateP	Employer’s physical location – state	char(2)					
M	zipcodeP	Employer’s physical	char(5)					
M	zipplusP	location – zip code	char(4)					
M	latitude	Employer’s physical location – zip + 4	numeric(11,6)					
M	longitude	Employer’s physical location – latitude	numeric(11,6)					
M	geocode	Employer’s physical location – geocode precision level code. The precision of the longitude and latitude coordinates. (see Table 1A)*	char(1)					
M	censustract	Census tract – a statistical subdivision of a county	char(6)					
M	censusblockgrp	Census block group – a combination of census blocks within a census tract	char(1)					
	addressM	Employer’s mailing address – street address	varchar(40)					
	cityM	Employer’s mailing address – city	varchar(30)					
	stateM	Employer’s mailing address – state	char(2)					
	zipcodeM	Employer’s mailing address – zip code	char(5)					
	zipplusM	Employer’s mailing address – zip + 4	char(4)					
	addressL	Employer’s landmark address – landmark	varchar(40)					
	cityL	Employer’s	varchar(30)					

Req	ARC Column Name	ARC Description	ARC Data Type		Contractor Column Name	Contractor Data Type	Records Populated	
							Number	%
		landmark address – city						
	stateL	Employer’s landmark address – state	char(2)					
	zipcodeL	Employer’s landmark address – zip code	char(5)					
	zipplusL	Employer’s landmark address – zip + 4	char(4)					
M	telenium	Employer’s telephone number with area code	char(10)					
M	cntctlname	Contact’s last name Contact’s first name	varchar(30)					
M	cntctfname	Employer’s physical location – geocode precision level code. The precision of the longitude and latitude coordinates. (see Table 1A)*	varchar(30)					
M	cntcttitle	Contact’s title (e.g., HR director, owner, president)	varchar(35)					
M	contacttitlecode	Contact’s title code (see Table 1A)* Contact’s professional title (see Table 1A)*	char(1)					
M	contactprotitle	Contact’s gender code (F=female; M=male; blank=unknown)*	char(3)					
	contactgender	Contact’s email address	char(1)					
M	contactemail	Employer’s toll-free telephone number	varchar(60)					
M	tollfreetele	Employer’s fax number	char(10)					
M	faxnumber	Employer’s website address (URL)	char(10)					
M	weburl	Business description (a one-line ‘line of business’ identifier)	varchar(40)					
M	busdesc	Employer’s primary SIC code	varchar(45)					
	primarysic	Employer’s SIC code #2	char(6)					
	sic2	Employer’s SIC	char(6)					

Req	ARC Column Name	ARC Description	ARC Data Type		Contractor Column Name	Contractor Data Type	Records Populated	
							Number	%
		code #3						
	sic3	Employer's SIC code #4	char(6)					
	sic4	Employer's SIC code #5	char(6)					
	sic5	Employer's primary NAICS code	char(6)					
M	primnaics	Employer's NAICS code #2	char(8)					
M	naics2	Employer's NAICS code #3	char(8)					
M	naics3	Contact's title (e.g., HR director, owner, president)	char(8)					
M	naics4	Employer's NAICS code #4	char(8)					
M	naics5	Employer's NAICS code #5	char(8)					
	privgovsta	Identifies whether the business is a government or private sector entity. (see Table 1A)*	char(1)					
M	locstat	Identifies the business location status (see Table 1A)*	char(1)					
	stockexchcode	Stock exchange code identifies the Stock Exchange where the business conducts trading activity. (see Table 1A)*	char(1)					
	stockticker	Stock "TICKER" symbol is shown for companies that are traded on any public stock exchange or listed in the NASDAQ "over the counter" quotation system or other small exchanges (i.e., Chicago Mercantile).	char(6)					
	whitecollarpct	Percentage of white-collar employment	numeric(4,1)					
	whitecollarind	White collar indicator (1 = Over 50% white collar employment; otherwise blank)	char(1)					
M	empsizrng	Code for the	char(2)					

Req	ARC Column Name	ARC Description	ARC Data Type		Contractor Column Name	Contractor Data Type	Records Populated	
							Number	%
		number of employees that work at this business location, by range. (see Table 1A)*						
M	empsizval	Number of employees who work at this location of the business.	numeric(9)					
	empsizflg	Code identifying how the employment (empsizval) was derived. (see Table 1A)*	char(1)					
	annsalrng	Code for the estimated sales of the business at this location, in thousands, by range. (see Table 1A)*	char(2)					
	annsalval	Estimated annual sales volume of the business at this location.	varchar(15)					
	annsalflg	Code identifying how the annual sales volume was derived. (see Table 1A)*	char(1)					
M	yearest	Year the business at this location was established or identified and added to the database.	char(4)					
	credited	Credit rating code: an indicator of a business' financial status, or probable ability to pay. (see Table 1A)*	char(1)					
M	hdqtrsld	The uniqueid of the regional or subsidiary headquarters of the business to which this record pertains.	char(9)					
M	parentld	The uniqueid of the corporate parent of the business to which this record pertains. This may	char(9)					

Req	ARC Column Name	ARC Description	ARC Data Type		Contractor Column Name	Contractor Data Type	Records Populated	
							Number	%
		be the immediate or a higher level U.S. corporate parent of the business.						
M	ultimateparentid	The uniqueid of the ultimate corporate parent to which this record pertains. This may be a higher level U.S. or foreign corporate parent of the business. Since all locations of a business have the same ultimate parent number, this field provides 'corporate ownership' linkage information.	char(9)					
	foreignparentid	Foreign parent indicator (1 = foreign affiliation; otherwise blank)	char(1)					
	exportimportid	Export Import indicator code indicates the type of services provided. (see Table 1A)*	char(1)					
	businesstype	Identifies if the record represents a professional individual versus a firm. (see Table 1A)*	char(1)					
	workathome	Work-at-home business (1 = home business; otherwise blank)	char(1)					

Table 1A: Field Values for Selected Data Elements

ARC Column Name	Field Value	Records Populated	
		Number	%
geocode	0 = Address		
	4 = Zip+4 centroid		
	2 = Zip+2 centroid		
	X = ZIP code centroid		
	If others are assigned, please identify them.		
contacttitlecode	1 = Owner		
	2 = President		

ARC Column Name	Field Value	Records Populated	
		Number	%
	3 = Manager		
	4 = Executive Director		
	5 = Principal		
	6 = Publisher		
	7 = Administrator		
	8 = Religious Leader		
	9 = Partner		
	A = Chairman		
	C = Chief Executive Officer		
	D = Board Member		
	E = Chief Operating Officer (COO)		
	F = Chief Financial Officer (CFO)		
	G = Treasurer		
	H = Controller		
	I = Executive Vice President		
	J = Senior Vice President		
	K = Vice President		
	L = Administration Executive		
	M = Corporate Communications Executive		
	N = IT Executive		
	O = Finance Executive		
	P = Human Resources Executive		
	Q = Telecommunications Executive		
	R = Marketing Executive		
	S = Operations Executive		
	T = Sales Executive		
	V = Legal		
	W = Executive Officer		
	X = Manufacturing Executive		
	Y = Purchasing Agent		
	- = Sales		
	! = IT		
	# = Finance		
	\$ = Chief Administrative Officer (CAO)		
	% = Chief Marketing Office (CMO)		
	& = Business Development		
	(= Director		
	) = Executive		
	. = International		
	/ = Manufacturing		
	: = Educator		
	? = Office Manager		
	@ = CIO / CTO		
	[= Operations		
	\ = Marketing		
	] = Other		
	^ = Human Resources		
	_ = Site Manager		
	{ = Regional Manager		
	+ = Facilities		
contacttitlecode (cont.)	= = Engineering/Technical		
	> = General Manager		
contactprotitle	CPA - Certified Public Accountant		
	DC - Doctor of Chiropractic Medicine		
	DDS - Doctor of Dental Surgery		

ARC Column Name	Field Value	Records Populated	
		Number	%
	DO - Doctor of Osteopathic Medicine		
	DPM - Doctor of Podiatry		
	DVM - Doctor of Veterinary Medicine		
	MD - Doctor of Medicine		
	OD - Doctor of Optometry		
	PE - Professional Engineer		
	PHD - Doctor of Philosophy		
contactgender	F = Female		
	M = Male		
	Blank = Unknown		
privgovsta	1 = Federal		
	2 = State		
	3 = County		
	4 = Municipal		
	5 = Private		
locstat	0 = Single location firm		
	1 = Headquarters/home office		
	2 = Branch office		
	3 = Subsidiary headquarters		
stockexchcode	1 = NYSE		
	2 = ASE		
	3 = NASDAQ		
	9 = other		
empsizrng	A = 1-4		
	B = 5-9		
	C = 10-19		
	D = 20-49		
	E = 50-99		
	F = 100-249		
	G = 250-499		
	H = 500-999		
	I = 1,000-4,999		
	J = 5,000-9,999		
	K = 10,000+		
empsizflg	1 = Collected from business source		
	2 = Estimated by Contractor		
annlsalrng	A = 1 – 499 (all ranges in thousands)		
	B = 500 – 999		
	C = 1000 – 2499		
	D = 2500 – 4999		
	E = 5000 – 9999		
	F = 10,000 - 19,999		
	G = 20,000 - 49,999		
	H = 50,000 - 99,999		
	I = 100,000 - 499,999		
	J = 500,000 - 999,999		
	K = 1,000,000+		
annlsalflg	1 = Collected from business source		

ARC Column Name	Field Value	Records Populated	
		Number	%
	2 = Estimated by Contractor		
credited	A = Excellent		
	B = Very Good		
	C = Good		
	U = Unknown		
	I = Institution or government		
exportimportind	E = Export Services		
	I = Import Services		
	B = Both		
business	1 = Individual		
	2 = Firm		

Table 2. Additional Data Elements Proposed

Column Name	Description	Data Type	Records Populated	
			Number	%

3.1.6 Deliverables

- The initial full Database and associated products and services are due to ETA Analyst Resource Center Grantee within 30 days of contract award.
- The Database shall be updated and delivered at six (6) month or more frequent intervals subsequent to the initial delivery of the Database. Each update shall include the complete employer listing, not just records which have changed since the last update.
- With each delivery of the Database during the period of the Contract, the Contractor shall provide to the ETA Analyst Resource Center Grantee counts, by state and for the United States (the entire Database), of (i) the total number of establishments, (ii) the number of establishments added to and removed from the Database since the last delivery, and (iii) the total number of records and fields updated in the Database since the last delivery.
- The Database, uncompressed and in the prescribed record layout and ASCII delimited format, shall be delivered to Primary Recipients electronically. Additional electronic media or delivery methods may be proposed and shall be described in detail.
- All distributions are the responsibility of the Contractor, and all distribution expenses shall be included in the Proposal.

2 - Section 2

Clauses

FAR 52.202-1 Definitions. (JUN 2020)

FAR 52.203-3 Gratuities. (APR 1984)

FAR 52.203-5 Covenant Against Contingent Fees. (MAY 2014)

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government. (JUN 2020)

FAR 52.203-7 Anti-Kickback Procedures. (JUN 2020)

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)

FAR 52.204-2 Security Requirements. (MAR 2021)

FAR 52.204-4 Reserved

FAR 52.204-9 Personal Identity Verification of Contractor Personnel. (JAN 2011)

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)

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

FAR 52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities. (DEC 2023)

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025)

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

FAR 52.210-1 Market Research. (NOV 2021)

FAR 52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders - Commercial Products and Commercial Services. (JAN 2025)

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

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

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

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

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

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

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

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

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

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

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

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

☐ (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

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

☐ (6) [Reserved]

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

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

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

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

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

☐ (ii) Alternate I (DEC 2023) of 52.204-30.

☒ (12) 52.209-6, Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, Proposed for Debarment, or Voluntarily Excluded. (JAN 2025) (31 U.S.C. 6101 note).

☒ (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

☐ (14) [Reserved]

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

☐ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (17) [Reserved]

- [] (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
 - [] (ii) Alternate I (MAR 2020) of 52.219-6.
- [] (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).
 - [] (ii) Alternate I (MAR 2020) of 52.219-7.
- [X] (20) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)).
- [] (21)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2025) (15 U.S.C. 637(d)(4)).
 - [] (ii) Alternate I (NOV 2016) of 52.219-9.
 - [] (iii) Alternate II (NOV 2016) of 52.219-9.
 - [] (iv) Alternate III (JUN 2020) of 52.219-9.
 - [] (v) Alternate IV (JAN 2025) of 52.219-9.
- [] (22)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
 - [] (ii) Alternate I (MAR 2020) of 52.219-13.
- [] (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- [] (24) 52.219-16, Liquidated Damages- Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- [] (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).
- [] (26)(i) 52.219-28, Postaward Small Business Program Rerepresentation (JAN 2025) (15 U.S.C. 632(a)(2)).
 - [] (ii) Alternate I (MAR 2020) of 52.219-28.
- [] (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).
- [] (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).
- [] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- [X] (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 637(a)(17)).
- [X] (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- [X] (32) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2025) (E.O. 13126).
- [X] (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- [X] (34)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).
 - [] (ii) Alternate I (FEB 1999) of 52.222-26.
- [X] (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
 - [] (ii) Alternate I (JULY 2014) of 52.222-35.
- [X] (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

- ☐ (ii) Alternate I (JULY 2014) of 52.222-36.
- ☒ (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- ☒ (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- ☒ (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 (JAN 2025) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)
- ☐ (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☒ (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq.*).
- ☐ (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq.*).
- ☐ (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*).
- ☐ (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*).
- ☐ (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671).
- ☐ (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ☐ (ii) Alternate I (JAN 2017) of 52.224-3.
- ☐ (48)(i) 52.225-1, Buy American- Supplies (OCT 2022)) (41 U.S.C. chapter 83).
- ☐ (ii) Alternate I (OCT 2022) of 52.225-1.
- ☐ (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ☐ (ii) Alternate I [Reserved].
- ☐ (iii) Alternate II (JAN 2025) of 52.225-3.
- ☐ (iv) Alternate III (FEB 2024) of 52.225-3.
- ☐ (v) Alternate IV (OCT 2022) of 52.225-3.
- ☒ (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ☒ (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

- [X] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- [] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- [] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- [] (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).
- [] (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).
- [] (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- [] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- [] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).
- [] (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- [] (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- [X] (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- [] (63) 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024) (Sections 1821-1826, Pub. L. 118-31, 41 U.S.C. 3901 note prec.).
- [] (64) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
- [] (65)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).
- [] (ii) Alternate I (Apr 2003) of 52.247-64.
- [] (iii) Alternate II (NOV 2021) of 52.247-64.

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

- [] (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).
- [] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- [] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- [] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- [] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

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

[] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(viii) 52.219-8, Utilization of Small Business Concerns (JAN 2025) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

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

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

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

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

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

(xvi) [X] (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 (JAN 2025) (E.O. 12989).

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

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

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

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

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

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

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

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

(End of clause)

FAR 52.215-2 Audit and Records - Negotiation. (JUN 2020)

FAR 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

FAR 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data. (AUG 2011)

FAR 52.215-14 Integrity of Unit Prices. (NOV 2021)

FAR 52.215-15 Pension Adjustments and Asset Reversions. (OCT 2010)

FAR 52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)

FAR 52.215-21 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (NOV 2021)

FAR 52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort. (OCT 2009)

FAR 52.215-23 Limitations on Pass-Through Charges. (JUN 2020)

FAR 52.217-3 Evaluation Exclusive of Options. (APR 1984)

FAR 52.217-4 Evaluation of Option Exercised at Time of Contract Award. (JUN 1988)

FAR 52.217-5 Evaluation of Options. (JUL 1990)

FAR 52.217-8 Option To Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within [insert the period of time within which the Contracting Officer may exercise the option].

(End of clause)

FAR 52.219-8 Utilization of Small Business Concerns. (JAN 2025)

FAR 52.222-3 Convict Labor. (JUN 2003)

FAR 52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2018)

FAR 52.222-7 Withholding of Funds. (MAY 2014)

FAR 52.222-10 Compliance With Copeland Act Requirements. (FEB 1988)

FAR 52.222-13 Compliance With Construction Wage Rate Requirements and Related Regulations. (MAY 2014)

FAR 52.222-15 Certification of Eligibility. (MAY 2014)

FAR 52.222-35 Equal Opportunity for Veterans. (JUN 2020)

FAR 52.222-36 Equal Opportunity for Workers with Disabilities. (JUN 2020)

FAR 52.222-37 Employment Reports on Veterans. (JUN 2020)

FAR 52.222-40 Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)

FAR 52.222-50 Combating Trafficking in Persons. (NOV 2021)

FAR 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)

FAR 52.222-53 Exemption From Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements. (MAY 2014)

FAR 52.222-54 Employment Eligibility Verification. (JAN 2025)

FAR 52.232-1 Payments. (APR 1984)

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

FAR 52.232-11 Extras. (APR 1984)

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

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

FAR 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

FAR 52.242-13 Bankruptcy. (JUL 1995)

FAR 52.242-17 Government Delay of Work. (APR 1984)

FAR 52.243-1 Changes - Fixed-Price. (AUG 1987)

FAR 52.243-1 Changes - Fixed-Price. (AUG 1987)

FAR 52.244-6 Subcontracts for Commercial Products and Commercial Services. (JAN 2025)

FAR 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

FAR 52.246-25 Limitation of Liability - Services. (FEB 1997)

FAR 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)

DOLAR 2952.209-70 Organizational Conflict of Interest Clause-OCI-1 Exclusion From Future Agency Contracts. (DEC 2012)

FAR 52.203-14 Display of Hotline Poster(s). (NOV 2021)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

[Contracting Officer shall insert-(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and (ii) The website(s) or other contact information for obtaining the poster(s).]

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract-

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

FAR 52.217-9 Option To Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 10; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

FAR 52.219-28 Postaward Small Business Program Rerepresentation. (JAN 2025)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern-

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

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts-

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) If the Contractor represented its status as any of the small business concerns identified at 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, for the NAICS code assigned to an order (except that paragraphs (c)(1) through (3) of this clause do not apply to an order issued under a Federal Supply Schedule contract at subpart 8.4)-

(1) Set aside exclusively for a small business concern identified at 19.000(a)(3) that is issued under an unrestricted multiple-award contract, unless the order is issued under the reserved portion of an unrestricted multiple-award contract (*e.g.*, an order set aside for a woman-owned small business under a multiple-award contract that is not set-aside, unless the order is issued under the reserved portion of the multiple-award contract);

(2) Issued under a multiple-award contract set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying multiple-award contract (*e.g.*, an order set aside for a HUBZone small business concern under a multiple-award contract that is set aside for small businesses);

(3) Issued under the part of the multiple-award contract that is set aside for small businesses that is further set aside for a specific socioeconomic category that differs from the underlying set-aside part of the multiple-award contract (*e.g.*, an order set aside for a WOSB concern under the part of the multiple-award contract that is partially set aside for small businesses); and

(4) When the Contracting Officer explicitly requires it for an order issued under a multiple-award contract, including for an order issued under a Federal Supply Schedule contract (see 8.405-5(b) and 19.301-2(b)(2)).

(d) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code(s) assigned to this contract. The small business size standard corresponding to this NAICS code(s) can be found at <https://www.sba.gov/document/support--table-size-standards>.

(e) The small business size standard for a Contractor providing an end item that it does not manufacture, process, or produce itself, for a contract other than a construction or service contract, is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition-

(1) Was set aside for small business and has a value above the simplified acquisition threshold;

(2) Used the HUBZone price evaluation preference regardless of dollar value, unless the Contractor waived the price evaluation preference; or

(3) Was an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraphs (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

(g) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (f) or (h) of this clause.

(h) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

(1) The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code ☐ assigned to contract number ☐.

(2) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1001.

(3) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it ☐ is, ☐ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) joint venture eligible under the WOSB Program. The Contractor represents that it ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 127.506(a) through (c). *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ☐.]*

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

(6) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that it ☐ is, ☐ is not a veteran-owned small business concern.

(7) *[Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.]* The Contractor represents that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(8) *Service-disabled veteran-owned small business (SDVOSB) joint venture eligible under the SDVOSB Program.* The Contractor represents that it ☐ is, ☐ is not an SDVOSB joint venture eligible under the SDVOSB Program that complies with the requirements of 13 CFR 128.402. *[The Contractor shall enter the name and unique entity identifier of each party to the joint venture: ☐.]*

(9) *[Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.]* The Contractor represents that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern participating in the HUBZone joint venture. *[The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: ☐.]* Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

[Contractor to sign and date and insert authorized signer's name and title.]

(End of clause)

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

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

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

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

(End of Clause)

DOLAR 2952.207-70 Contractor Personnel Telework. (OCT 2021)

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

(End of Clause)

DOLAR 2952.211-70 Internet Protocol Version 6 (IPv6) Clause. (MAY 2015)

(a) Any system or product that includes: hardware, software, firmware, and/or networked components, including but not limited to, voice, video, or data that is developed, procured, or acquired in support and/or performance of this requirement shall be capable of transmitting, receiving, processing, or forwarding digital information across system boundaries that are formatted in accordance with commercial standards of Internet Protocol (IP) version 6 (IPv6) as set forth in the USGv6 Profile (NIST Special Publication 500-267) and corresponding declarations of conformance defined in the USGv6 Test Program.

(b) This IPv6 capable system or product shall maintain interoperability with IPv4 systems and provide the same level of performance and reliability capabilities of IPv4 systems.

(c) This IPv6 capable system or product shall have available IPv4 and IPv6 technical support for development, implementation, and troubleshooting of the system.

(d) This IPv6 capable system or product can be upgraded, or the vendor will provide an appropriate migration path for industry-required changes to IPv6 as the technology evolves, at no additional cost to the Government.

(e) This IPv6 capable system or product must be able to operate on networks supporting IPv4 & IPv6, as well as networks that support both.

(f) Any system or product whose IPv6 non-compliance is discovered and made known to the vendor/contractor within 12 months of the start of performance shall be upgraded, modified, replaced, or brought into compliance at no additional cost to the Federal Government.

(End of Clause)

DOLAR 2952.224-70 Privacy Breach Notification Requirements. (APR 2018)

A. Definitions

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

(a) A person other than an authorized user accesses or potentially accesses Personally Identifiable Information (PII); or

(b) An authorized user accesses or potentially accesses PII for an unauthorized purpose.

"Information" is defined as any communication or representation of knowledge such as facts, data, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative, electronic, or audiovisual forms (see Office of Management and Budget (OMB) Circular No. A-130, Managing Federal Information as a Strategic Resource).

"Information System" is defined as a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

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

B. Requirements

(a) Contractors and subcontractors that collect or maintain federal information on behalf of the agency or use or operate an information system on behalf of the agency shall comply with federal law *e.g.*, FISMA 2014, E-Government Act and the Privacy Act. Additionally, the contractor shall meet OMB directives and National Institute of Standards and Technology Standards to ensure processing of PII is adequately managed.

(b) The contractor shall:

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

(c) Remedy:

- (1) A report of a breach shall not, by itself, be interpreted as evidence that the contractor or its subcontractor (at any tier) failed to provide adequate safeguards for PII. If the contractor is determined to be at fault for the breach, the contractor may be financially liable for government costs incurred in the course of breach response and mitigation efforts;
- (2) The contractor shall take steps to address security issues that have been identified, including steps to minimize further security risks to those individuals whose PII was lost, compromised, or potentially compromised. Additionally, the individual or individuals directly responsible for the data breach shall be removed from the contract within 45 days of the breach of data; and
- (3) The Government reserves the right to exercise all available contract remedies including, but not limited to, a stop-work order on a temporary or permanent basis to address a breach or upon discovery of a contractor's failure to report a breach as required by this clause. If the contractor is determined to be at fault for a breach, the contractor shall provide credit monitoring and privacy protection services for one year to any individual whose private information was accessed or disclosed. The individual shall be given the option, but the decision is theirs. Those services will be provided solely at the expense of the contractor and will not be reimbursed by the Federal Government.

(End of Clause)

DOLAR 2952.232-70 Limitation of Government's Obligation (LoGO). (JUL 2014)

- (a) Contract line item(s) (\$ to be determined at the exercise of each option) through (\$ to be determined at the exercise of each option) are incrementally funded. For these item(s), the sum of (\$ to be determined at the exercise of each option) of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.
- (b) For item(s) identified in paragraph (a) of this clause, the contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the contractor will notify the contracting officer in writing at least thirty days prior to the date when, in the contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 80 percent of the total amount presently allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the contracting officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the contractor's notification, or by an agreed substitute date, the contracting officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance, which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes." In no event shall the equitable adjustment be more than the contract line item(s) price(s) in question.
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.
- (j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$[____]*

[(month)] [(day)], [(year)] \$[____]*

[(month)] [(day)], [(year)] \$[____]*

[(month)] [(day)], [(year)] \$[____]*

* To be inserted after negotiation.

(End of Clause)

DOLAR 2952.232-71 Submission of Invoices. (AUG 2019)

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

(1) The following instructions apply to Invoices submitted through *IPP.Gov* or the DOL Quickpay email system:

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

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

(b) An emailed Portable Document Format (PDF) image cannot have any text that has a background with any color other than white. If the image has a shaded background, it will be converted to black, and the text will be illegible.

(c) An emailed Tagged Image File Format (TIFF) image must be black and white.

(1) Quickpay users SHALL provide a copy of the invoice and any attachments via email to the Contracting Officer's Representative (COR, at the address specified in the contract.

(2) Quickpay users SHALL NOT submit more than one attachment per invoice and the attachment shall not exceed 10MB. Any additional attachments will not be recognized.

(3) DO NOT submit more than one invoice at a time.

(4) DO NOT attempt to use the "Recall" or "Resend" email message features.

(d) Electronic invoices shall be in PDF or TIFF format.

(e) Paper Invoices shall be submitted via fax or U.S. mail Paper invoices may be sent via fax to: (202) 693-2862. Mail paper invoices to: U.S. Department of Labor, Office of Financial Management Operations Division of Client Accounting, Services Room S-5526, 200 Constitution Avenue NW, Washington, DC 20210.

(f) General Information.

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

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

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

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

Questions:

All questions regarding Electronic Invoicing shall be sent to the DOL Office of the Chief Financial Officer (OCFO) at OCFOinvoiceinquiries@dol.gov.

(End of Clause)

DOLAR 2952.239-70 Section 508 Requirements. (AUG 2024)

A. Definition

The term "Information and Communication Technology (ICT)" in this contract is used as defined at FAR 2.101.

B. Requirements

Section 508 of the Rehabilitation Act, as amended (29 U.S.C. 794d), applies to federal departments, such as DOL, and the contractors providing support on behalf of such federal departments. The contractor is required to provide Section 508 compliant systems and components of ICT when federal agencies develop, procure, maintain, or use ICT. The contractor shall ensure that its system and components allow federal employees and members of the public with disabilities access to, and use of, information and data that is comparable to the access afforded federal employees and members of the public without disabilities. Products, platforms, and services delivered as part of this contract action that are ICT, or contain ICT, shall conform to the Revised Section 508 Standards, which are located at 36 CFR part 1194, appendices A and C. Please insert the clause(s) below which meet the parameters of the contract being awarded.

(a) Requirements by service/contract type are as follows:

- (1) *Custom ICT Development Services*: When the contractor provides custom ICT development services and/or Commercially Available Off-the-Shelf (COTS) products, pursuant to the requirements, the contractor shall ensure the ICT fully conforms to the Revised 508 Standards (36 CFR part 1194, appendices A and C) prior to delivery and before final Acceptance.
- (2) *Installation, Configuration, & Integration Services*: When the contractor provides installation, configuration, or integration services for equipment or software pursuant to the requirement, the contractor shall not install, configure, or integrate the equipment or software in a way that reduces the level of conformance with the Revised 508 Standards (36 CFR part 1194, appendices A and C).
- (3) *Maintenance Upgrades & Replacements*: The contractor shall ensure maintenance upgrades, substitutions, and replacements to equipment and software pursuant to this award do not reduce the approved level of conformance with the Revised 508 Standards (36 CFR part 1194, appendices A and C) at the time of award. Additionally, an updated Accessibility Conformance Report (ACR) shall be submitted for the ICT, and the ACR shall be completed according to the instructions provided by the Information Technology Industry Council (ITI) to be considered for each option year exercised.
- (4) *Contractor Processes*: The contractor shall ensure that its processes are at a maturity level at least equivalent to the DHS Trusted Tester methodology; that its personnel have the knowledge, skills, and ability necessary to make ICT under this contract conform to the Revised 508 Standards (36 CFR part 1194, appendices A and C); and that it provides conformant Section 508 supporting documentation upon request.
- (5) *Hosting Services*: The contractor shall not implement hosting services in a manner that reduces the existing level of conformance of the electronic content with the Revised 508 Standards (36 CFR part 1194, appendices A and C), when providing hosting services for electronic content to the agency. Throughout the life of the award, the agency reserves the right to perform Independent third-party testing on a vendor or contractor's hosted solution to verify conformance.

(b) *Validation for ICT*: The contractor shall test and validate the ICT for conformance to the Revised 508 Standards (36 CFR part 1194, appendices A and C), in accordance with the required testing methods and provide test results to verify conformance of the Voluntary Product Assessment Template (VPAT).

(1) For web and software, WCAG 2.0 Level A and AA Conformance test results shall be based on the Accessibility Tests for Software and Web, Harmonized Testing Process for Section 508 Compliance from the DHS Trusted Tester program.

(2) For Microsoft Office and PDF documents, WCAG 2.0 Level A, and AA Conformance test results shall be based on the Harmonized Testing Guidance from the Accessible Electronic Documents Community of Practice.

(3) For ICT that are not electronic content, the contractor shall validate conformance to the Revised 508 Standards (36 CFR part 1194, appendices A and C) using a defined testing process. The contractor shall describe the test process and provide the testing results to the agency.

(c) *Conformance Reporting:* For ICT that are developed, updated, or configured for the agency, and when product substitutions are offered:

(1) Before Acceptance, the contractor shall provide an Accessibility Conformance Report (ACR) for the ICT that is developed, updated, configured for the agency, and when product substitutions are offered. The ACR should be based on the most recent version of the Voluntary Product Assessment Template (VPAT) provided by the Information Technology Industry Council (ITI). An ACR shall be submitted for each ICT and shall be completed according to the instructions provided by ITI to be considered for Acceptance.

(2) Before Acceptance, when the contractor is required to perform testing to validate conformance to the agency's accessibility requirements, the vendor shall provide a supplemental accessibility report that contains the following information:

i Accessibility test results based on the required test methods.

ii Documentation of features provided to help achieve accessibility and usability for people with disabilities.

iii Documentation of core functions that cannot be accessed by persons with disabilities.

iv Documentation on how to configure and install the ICT to support accessibility.

v. When ICT is an authoring tool that generates content (including documents, reports, training, videos, multimedia productions, web content, etc.), provide information on how the ICT enables the creation of accessible electronic content that conforms to the Revised 508 Standards (36 CFR part 1194, appendices A and C), including the range of accessible user interface elements the tool can create.

vi. Before final Acceptance, the contractor shall provide a fully working demonstration of the completed ICT to demonstrate conformance to the agency's accessibility requirements. The demonstration shall expose where such conformance is and is not achieved.

(3) At any time, DOL reserves the right to perform Independent third-party testing to validate the ICT provided by the contractor, conforms to the Revised 508 Standards (36 CFR part 1194, appendices A and C).

(d) *Non-Compliance:* Before final Acceptance of ICT, including updates and replacements, DOL shall determine that the furnished ICT is in compliance with the Revised 508 Standards (36 CFR part 1194, appendices A and C). If the furnished ICT is determined to be non-compliant, the contracting officer shall notify the contractor of this determination, within 15 business days of determination of non-compliance. The contractor shall, at no cost to DOL, repair or replace the non-compliant products or services within the period specified by the contracting officer. The contracting officer makes the final decision to accept or not accept a contractor's ICT that does not meet the Revised 508 Standards (36 CFR part 1194, appendices A and C).

(End of Clause)

DOLAR 2952.242-71 DOL Mandatory Training Requirements for Contractor Employees. (AUG 2018)

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

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

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

(End of Clause)

DOLAR 2952.243-70 Contractor's Obligation To Notify the Contracting Officer of a Request to Change the Contract Scope (Contractor's Obligation Clause). (JAN 2012)

(a) Except for changes identified in writing and signed by the contracting officer, the contractor is required to notify, within 5 working days of receipt or knowledge, any request for changes to this contract (including actions, inactions, and written or oral communications) that the contractor regards as exceeding the scope of the contract. On the basis of the most accurate information available to the contractor, the notice shall state:

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

(2) The name, function, and activity of each Government employee and contractor official or employee involved in, or knowledgeable about, such conduct; and

(3) The identification of any documents and substance of any oral communication involved in such conduct.

(b) Following submission of this notice, the contractor shall continue performance in accordance with the contract terms and conditions, unless notified otherwise by the contracting officer.

(c) The contracting officer shall promptly, within 5 business days after receipt of notice from the contractor, respond to the notice in writing. In responding, the contracting officer shall either:

(1) Confirm that the contractor's notice identifies a change in the scope of the contract and directs the contractor to stop work, completely or in part, in accordance with the Stop Work provisions of the contract;

(2) Deny that the contractor's notice identifies a change in scope and instruct the contractor to continue performance under the contract; or

(3) In the event the contractor's notice does not provide sufficient information to make a decision, advise the contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(End of Clause)

