

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24 & 30				1. REQUISITION NUMBER 15JA54-21-PR-0199		
2. CONTRACT NO. 15JA5421P00000117	3. AWARD/EFFECTIVE DATE 03/08/2021	4. ORDER NUMBER	5. SOLICITATION NUMBER	6. SOLICITATION ISSUE DATE		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)		
9. ISSUED BY U.S. Attorneys Office Southern District of New York One St. Andrew's Plaza New York, NY 10007		CODE 15JA54	10. THE ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> BJA 		NAICS: 621112 SIZE STANDARD: 12,000000.00	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING	
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY U.S. Attorneys Office Southern District of New York One St. Andrew's Plaza New York, NY 10007		CODE 15JA54	
17a. CONTRACTOR/ OFFEROR Lisa M. Rocchio, Ph.D. & Associates, Inc. [REDACTED]	CODE 020583856	FACILITY CODE A	18a. PAYMENT WILL BE MADE BY U.S. Attorneys Office Southern District of New York 86 Chambers Street New York, NY 10007			
TELEPHONE NO. 4017515880		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	R21NYSW1091 Expert Witness Services - Psychology U.S. v. Maxwell 20-CR-00330 2018R01618 Estimated POP: 3/8/2021 - 12/31/2021 POC: AUSA [REDACTED], [REDACTED]					
See Continuation Sheet(s) (Use Reverse and/or Attach Additional Sheets as Necessary)						
25. ACCOUNTING AND APPROPRIATION DATA JMD-2021-0311XDIR-JC2-NYS-EXW-EXW-11804-1157-2021				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$45,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED						
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5) INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) [REDACTED]		
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	31b. NAME OF THE CONTRACTING OFFICER (TYPE OR PRINT) Nick Siu		31c. DATE SIGNED 03/08/2021	

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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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Section 2 - Commodity or Services Schedule

SCHEDULE OF SUPPLIES/SERVICES

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0001	Examine Case Time and Materials PSC: R424 Line Period of Performance: 03/08/2021 - 12/31/2021	0		\$0.0000	\$0.00	\$0.00	\$0.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0002	Prepare Testimony Time and Materials PSC: R424 Line Period of Performance: 03/08/2021 - 12/31/2021	50	HR	\$450.0000	\$0.00	\$0.00	\$22,500.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0003	Court Testimony Time and Materials PSC: R424 Line Period of Performance: 03/08/2021 - 12/31/2021	50	HR	\$450.0000	\$0.00	\$0.00	\$22,500.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0004	Travel Time Time and Materials PSC: R424 Line Period of Performance: 03/08/2021 - 12/31/2021	0		\$0.0000	\$0.00	\$0.00	\$0.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0005	Deposition Time and Materials PSC: R424 Line Period of Performance: 03/08/2021 - 12/31/2021	0		\$0.0000	\$0.00	\$0.00	\$0.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0006	Meals and Incidental Expenses Time and Materials	1	EA	\$0.0000	\$0.00	\$0.00	\$0.00

	PSC: R424 Line Period of Performance: 03/08/2021 - 12/31/2021						
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0007	Privately Owned Vehicle (NTE coach rate) Time and Materials PSC: R424 Line Period of Performance: 03/08/2021 - 12/31/2021	0	ML	\$0.0000	\$0.00	\$0.00	\$0.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0008	Lodging Reimbursement (Including Lodging Taxes) Time and Materials PSC: R424 Line Period of Performance: 03/08/2021 - 12/31/2021	1	EA	\$0.0000	\$0.00	\$0.00	\$0.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0009	Lodging via GTA (Including Lodging Taxes) Time and Materials PSC: R424 Line Period of Performance: 03/08/2021 - 12/31/2021	1	EA	\$0.0000	\$0.00	\$0.00	\$0.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0010	Common Carrier Transportation Via GTA Time and Materials PSC: R424 Line Period of Performance: 03/08/2021 - 12/31/2021	1	EA	\$0.0000	\$0.00	\$0.00	\$0.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0011	Common Carrier Transportation Reimbursed Time and Materials PSC: R424 Line Period of Performance: 03/08/2021 - 12/31/2021	1	EA	\$0.0000	\$0.00	\$0.00	\$0.00
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	MATERIAL COSTS	TRAVEL COSTS	AMOUNT
0012	Other Expenses Time and Materials PSC: R424 Line Period of Performance: 03/08/2021 - 12/31/2021	1	EA	\$0.0000	\$0.00	\$0.00	\$0.00
					TOTAL		\$45,000.00

FUNDING DETAILS:

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	\$45,000.00	JMD-2021-0311XDIR-JC2-NYS-EXW-EXW-11804-1157-2021
TOTAL: \$45,000.00			

2-3 Specifications/Work Statement

The United States Attorneys' Office (USAO) conducts litigation in the Southern District of New York on behalf of the United States of America. Frequently, there is a need for expert witness work prior to a case going to trial and during the trial. When appropriate, and pursuant to guidelines implemented by the Department of Justice, a USAO may enter into contracts with expert witnesses, functioning as independent contractors, to conduct record reviews and data analyses in preparation for testimony in person or by written report and to provide such testimony in court or by trial deposition. In this particular case, the USAO has determined that an expert witness is necessary to testify in litigation for the government and such services are not available from the agency being represented or from another agency.

Through this statement of work, the USAO is seeking the services of a contractor to review records, analyze data, interview witnesses, prepare testimony, testify, and other work pertinent to the case.

Retention

The contractor will be available to commence work for the USAO upon receipt of an executed copy of this contract or a verbal notice to proceed. The contractor agrees not to work for any other person or party involved in this case on matters relating to this case for thirty (30) days after he/she is verbally retained, or upon acceptance of this contract, unless notified earlier by the USAO. Should the thirty (30) days lapse without receipt of an executed contract or notice to proceed, the contractor is free to accept work from any other party.

Scope of Work

The contractor shall:

Provide all plant, labor, material and equipment except as otherwise provided to perform expert witness services as required by USAO and in connection with such services agrees to perform such document review, studies and research so as to be able to testify in person or by written report as an expert witness with respect to the contractor's findings.

Testify as an expert witness during the trial either in person or by written report, unless notified to the contrary by the AUSA, and must be willing to comply with all requirements of the court as well as local and/or federal rules for such purpose.

Assist the USAO in the obtaining of one or more additional expert witnesses, as needed to support the testimony of the contractor in person or by written report, who are competent and willing to render a scientifically-supportable opinion and sign an appropriate affidavit, acceptable to the expert, prepared by the USAO, based upon the findings of the expert and the facts of the Case.

Exercise neutrality and maintain independence. The contractor shall determine the manner in which the services are to be performed and the specific hours to be worked by the contractor except when the contractor's testimony is required at a specific time and place.

Be of good professional standing and moral character, generally board eligible or board certified in the area of specialty or having other appropriate qualifications through training or experience; to act as the USAO's expert witness in the Case, the rendering of oral and written opinions, the signing of affidavits, giving depositions or courtroom testimony under oath and directly consulting with the USAO.

The full scope of contractor's work will be determined as the matter proceeds, and will be subject to the needs and requests of the USAO. Occasionally the complexity of the case requires more review hours than initially estimated. Any time it becomes apparent to the contractor that he/she will need to exceed the time and cost estimates provided to complete his/her work, he/she will provide the USAO with a revised estimate and shall proceed only after being granted permission by the USAO.

Specific deliverables known at this time include:

In *United States v. Maxwell*, the Government has charged the defendant with various crimes related to the sexual abuse of minors. The Government anticipates that this case will proceed to trial. At trial, Dr. Rocchio will serve as a testifying expert to explain various topics related sexual abuse and trauma. Specifically, Dr. Rocchio will serve as a testifying expert, based on her professional experience and research, regarding the psychology of sexual abuse, including by explaining the following concepts: grooming, delayed reporting of child sexual abuse, attachments that form between abusers and victims of sexual abuse, and the effects of sexual abuse on memory.

In advance of her trial testimony, Dr. Rocchio will meet with the Government for preparation sessions; assist the Government in responding to motions related to her expert testimony, as needed; and review any materials provided by the Government, or other relevant materials relevant to the above subject matters as necessary in advance of her testimony.

Dr. Rocchio shall be compensated at a rate of \$450 per hour to perform the work described above, including travel time.

This list of deliverables may not be all inclusive; additional deliverables may be identified by the USAO throughout the duration of this contract.

FAR 31.205-46 Travel Costs. When travel is authorized by the Government, transportation, lodging, meals and incidental expenses will be reimbursed in accordance with conditions set out in the Federal Travel Regulation (Title 41 Code of Federal Regulations). Rates listed elsewhere in this contract for mileage and per diem are subject to change and will be reimbursed in accordance with the rates established by the Federal Travel Regulation. Federal Travel Regulations may be found at this address: <http://www.gsa.gov/>.

Option to Extend Term of the Contract

The Government may unilaterally extend the term of this contract by written notice to the contractor provided the Government does so before the contract expires. If any such extension causes an increase in the cost of performance on the contractor then the contractor may, within 30 days, request an equitable adjustment in the contract price. The Government shall make an equitable adjustment in the contract price and modify the contract to reflect the adjustment for all fair and reasonable requests. The total duration of this contract, including unilateral extensions, may extend no longer than 90 days beyond disposition of the Case.

Relationship of the Parties

Notwithstanding any provision hereof, for all purposes of this contract the contractor shall be and act as an independent contractor and not an employee of the USAO, thereby incurring all expenses associated with the work, including any overhead and other direct costs. The USAO will not provide fringe benefits, including health insurance benefits, paid vacations, or any other employee benefit, for the contractor. The contractor shall make no representation as an agent, employee, partner, or joint venturer of USAO. The contractor shall have no authority to bind nor attempt to bind USAO or incur other obligations on behalf of USAO. The contractor is an independent contractor and is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including, but not limited to, Workers' Compensation Insurance; and the contractor agrees to defend, indemnify and hold USAO harmless from any and all claims, damages, liability, attorneys' fees and expenses on account of an alleged failure by the contractor to satisfy any such obligations or any other obligation (under this contract or otherwise). If the contractor is a corporation, it will ensure that its employees and agents are bound in writing to the contractor's obligations under this Contract.

Confidentiality

The contractor recognizes that the USAO has and will have law enforcement interests, as well as non-privileged information obtained from federal agencies and employees, and other proprietary information (collectively "information") which are valuable, special and unique assets of the USAO. The contractor agrees that other than provided by law, he/she will at no time or under any circumstances, directly, or indirectly, divulge, disclose, or communicate information to a third party, or use it for its own benefit without the prior written permission from the USAO. The contractor may disclose information to its employees and subcontractors, who may be working on the case, in order to facilitate the testimony to be provided by the expert in person or by written report, unless notified to the contrary by the USAO. The contractor and its employees and subcontractors will protect the information and treat it as strictly confidential.

In the performance of services under this contract, the contractor, its employees and/or its subcontractors may be required to perform operations, have access to, or handle data which contain sensitive, proprietary, or privacy information or data such as, but not limited to, review or an individuals' tax records or medical records (such as patient files or prescription records) or other materials containing individual tax or medical information (such as medical utilization reports from carriers, workers' compensation claim files, personnel files, or court records which include medical or tax reports). The contractor agrees that the following additional safeguards apply to such information:

The contractor shall be responsible for safeguarding the information or data while under the control of or available to the contractor and to prevent it from being compromised, altered, damaged, lost, or improperly disseminated. The contractor shall use such information solely for purposes of the particular court case.

Access to any such information or document should be strictly limited to persons with a legitimate and compelling need for that information, such as support staff needed to assist in the preparation of testimony in person or by written report. The Contractor shall ensure that any such persons use such information solely or purposes of the particular court case and protect the confidentiality of such information.

The contractor shall ensure that all records are maintained securely so that access is strictly limited.

At the end of the contractor's engagement in this matter, all copies of such records shall be returned to the USAO.

All questions about these safeguards and the records which they cover shall be directed to the AUSA.

The confidentiality provisions of this contract shall survive any termination of this contract.

Conflict of Interest

The contractor warrants that he/she is under no obligation to any other entity that in any way conflicts with this contract, that he/she is free to enter into this contract, and is under no obligation to consult for others in matters covered by this contract. The contractor shall not, during the term of this contract, perform consulting services for others in any related or similar cases within the scope of this contract but shall have the right to perform consulting services for others outside the scope of this contract.

If, for any reason, the USAO or the contractor determines that the contractor and/or an employee or subcontractor of the contractor faces a potential, perceived, or real conflict of interest, the USAO shall notify the contractor or the contractor shall notify the USAO of the potential, perceived, or real conflict of interest and the contractor and/or contract employee or subcontractor shall cease all work on or reassign the task or proceed at the discretion of the USAO. At the USAO's option, the contractor may provide an acceptable replacement.

Government Liability

The United States, its agents, agencies, departments, employees, and/or contracting officials shall not be liable for any injury to the contractor, its subcontractors, agents, personnel, or damage to the contractor property unless the injury or damage is due to negligence on the USAO's part and may be recoverable under the Federal Tort Claims Act.

Return of Records

Upon termination of this contract, the contractor will deliver all records, notes, data or memorandum that was received from the USAO, and are in the contractor's possession or under the contractor's control and are the USAO's property or relates to the USAO's business. The contractor may properly destroy this material upon permission of the USAO.

EOUSA AI-10-1C Data Security Contract Clause for Contracts Involving the PII of 25 or Fewer Individuals (July 2016)

Data Security Contract Clause for Contracts Involving the PII of 25 or Fewer Individuals (July 2016)

The following clause applies to all contracts involving the personally identifiable information (PII) of 25 or fewer individuals. PII refers to information that can be used to distinguish or trace an individual's identity, such as his or her name, social security number, biometric records, etc., whether alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. PII is defined at this link: <http://www.gsa.gov/portal/content/104256>.

Contractors using information systems that are subject to the data security requirements under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) already are subject to the data security standards outlined below, and, therefore, only paragraphs (g), (h), and (i) apply.

- (a) Contractors must ensure that computer hardware is secure and shall take the steps outlined below:
 - (1) **Keep your firewall turned on:** A firewall helps protect your computer from hackers who might try to gain access to crash it, delete information, or even steal passwords or other sensitive information. Software firewalls are widely recommended for single computers. The software is prepackaged on some operating systems or can be purchased for individual computers. For multiple networked computers, hardware routers typically provide firewall protection, although the contractor must verify this.
 - (2) **Computers must be protected by username/password logins and password-protected screensavers (after 15-min. idle):** Computer accounts cannot be shared with other users. Contractors must report an incident to the EOUSA Security Operations Center at [REDACTED] within one hour if their account is accessed by another user.
 - (3) **Install and update your antivirus software:** Antivirus software is designed to prevent malicious software programs from embedding in your computer. If it detects malicious code, like a virus or a worm, it works to disarm or remove it. Viruses can infect computers without users' knowledge. Most types of antivirus software can be set up to update automatically.
 - (4) **Install and update your antispyware technology:** Spyware is just what it sounds like—software that is surreptitiously installed on your computer to let others peer into your activities on the computer. Some spyware collects information about you without your consent or produces unwanted pop-up ads on your web browser. Some operating systems offer free spyware protection, and inexpensive software is readily available for download on the Internet or at your local computer store. Be wary of ads on the Internet offering downloadable antispyware—in some cases these products may be fake and may actually contain spyware or other malicious code.
 - (5) **Maintain active and supported operating systems and application software.** Computer operating systems (e.g., Windows 8.0) and application software (e.g., Microsoft Word) have a lifecycle that begins when a product is released and ends when it's no longer supported. Install and maintain security updates and fixes updated to stay in tune with technology requirements and to fix security holes. Be sure to install the updates to ensure your computer has the latest protection.
 - (6) **Be careful what you download:** Carelessly downloading e-mail attachments can circumvent even the most vigilant anti-virus software. Never open an e-mail attachment from someone you don't know and be wary of forwarded attachments from people you do know. They may have unwittingly advanced malicious code.
 - (7) **Turn off your computer:** With the growth of high-speed Internet connections, many opt to leave their computers on and ready for action. The downside is that being "always on" renders computers more susceptible. Beyond firewall protection, which is designed to fend off unwanted attacks, turning the computer off effectively severs an attacker's connection—be it spyware or a botnet that employs your computer's resources to reach out to other unwitting users.
- (b) You must encrypt files related to this project on your computer whenever you are not working on them using a standard software encryption product such as Winzip (Version 18.5 or later with the Windows FIPS 140-2 validated cryptographic modules enabled), Securezip, or any other product that meets Federal Information Processing Standard (FIPS) 140-2. If you do not already have a suitable encryption program on your computer, you can download one of these products easily.
- (c) If the data under this contract will be accessed by more than one person, rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and PII. You can comply by having all users sign these rules: 1. Keep all data and information received from the government confidential. 2. Do not leave it unattended in a place where an unauthorized person might read, copy, or take it. 3. Do not transmit it without encryption from one computer to another. 4. If confidentiality is breached, inform [name principal of the contractor] within one hour of suspected breach so the United States can fulfill its obligations.
- (d) All PII data must be deleted from all contractor-owned devices within 15 days of contract termination or contractor completion. The Contracting Officer (CO) must receive a written certification, either via email or letter, that the contractor has

deleted all PII. This bulletin outlines approved method of data destruction; please see Appendix 1, which begins on page 26: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

(e) All files related to this project, and contractor-owned removable media (such as removable hard drives, flash drives, CDs, or floppy disks containing DOJ data) shall not be removed from DOJ facilities (either physically or electronically, such as by email) unless encrypted using a NIST FIPS 140-2 approved product. Please note that this requirement refers to *transferring* information between systems and storage devices (such as back and forth between contractor and DOJ attorney), while paragraph (b) above applies to data while it is on your computer.

NOTE: As an alternative to media encryption, DOJ data may be securely exchanged between contractors and USAO personnel via the approved U.S. Attorneys' File Exchange (USAfx) web portal.

(f) Contractors shall keep an accurate inventory of DOJ-owned devices used on DOJ contracts. It is understood that not all users will receive a DOJ-owned device. If equipment is provided, then the contractor, as well as the USAO providing the devices, must maintain an inventory of accountable DOJ property.

(g) If a data breach is suspected, the contractor shall, within one hour of discovery, report the breach to the EOUSA Security Operations Center (SOC) at [REDACTED].

(h) The contractor must coordinate with EOUSA and the Department on notifying any individual whose PII was, or is reasonably believed to have been, breached.

(i) The contractor must require that all subcontractors under this contract (if any) adhere to all applicable security contract requirements.

(end of clause)

EOUSA AI-10-1A Notice of Contractor Personnel Security Clearance Requirements (May 2016)

Notice of Contractor Personnel Security Clearance Requirements (May 2016)

Where performance under this contract/task or delivery order/call requires contractor personnel to have access to Department of Justice (DOJ) information, systems or facilities, contractor personnel will be subject to the background clearance requirements of Homeland Security Presidential Directive (HSPD)-12, OMB Guidance Memorandum M-05-24, FIPS Publication 201 and DOJ policy implementing HSPD-12 requirements.

Background clearance requirements are determined by the risk level of each position, type of access and length of access required. Further information on background security clearance requirements applicable to contractor personnel proposed for performance on this contract/order/call may be obtained from the Contracting Officer.

All contractor personnel must meet the DOJ Residency Requirements. He/She must have lived in the United States three of the last five years immediately prior to start of performance on this contract/order/call, and/or worked for the United States overseas in a federal or military capacity, and/or be a dependent of a federal or military employee serving overseas. Specific limited waiver request requirements - contractor personnel performing duties for a cumulative total of 14 days or less where there is a critical need for their specialized and unique skills (as solely determined by the Government) may be proposed for a waiver of the Residency Requirement by the contractor. Contractor personnel who are non-US citizens proposed for such a waiver of the Residency Requirement must be from a country allied with the United States (Since the countries on the Allied Countries List are subject to change, the contractor may review the following website for current information:

<http://www.opm.gov>

For contracts/orders/calls where access to DOJ information systems is involved, non-US citizens are not permitted to have access to or assist in the development, operation, management or maintenance of any DOJ IT system, unless a waiver is granted by the head of the Component, with concurrence of the Department Security Officer (DSO) and DOJ Chief Information Officer (CIO). Any such waiver must be in writing and be obtained prior to allowing any contractor employee who is the subject of the waiver request to begin work under this contract/order/call.

The above requirements apply to any and all contractor employees requiring access to DOJ information systems or facilities, including subcontractor personnel, if applicable.

(end of clause)

Section 3 - Contract Clauses

A.1 ADDENDUM TO FAR 52.212-4, Specifications/Work Statement

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

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

Clause	Title	Fill-ins (if applicable)
52.212-4	Contract Terms and Conditions-Commercial Items (Oct 2018)	
52.212-4 Alt I	Contract Terms and Conditions-Commercial Items (Oct 2018) - Alternate I (Jan 2017)	

Clauses By Full Text

[END OF ADDENDUM TO FAR 52.212-4]

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items (Jan 2021)

(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 items:

(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 and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

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

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 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 items:

[Contracting Officer check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (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) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved].
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).
 - ___ (ii) Alternate I (Mar 2020) of 52.219-3.
- ___ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
 - ___ (ii) Alternate I (Mar 2020) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14)(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.
- ___ (15)(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.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (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 (Jun 2020) of 52.219-9.
- __ (18)(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.
- __ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- __ (20) 52.219-16, Liquidated Damages--Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- __ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- __ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).
- __ (ii) Alternate I (Mar 2020) of 52.219-28.
- __ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- __ (24) 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 (Mar 2020) (15 U.S.C. 637(m)).
- __ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- __ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- __ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- __ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- __ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- __ (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- __ (ii) Alternate I (Feb 1999) of 52.222-26.
- __ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).
- __ (ii) Alternate I (July 2014) of 52.222-35.
- __ (32)(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.
- __ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- __ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- __ (35)(i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (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).
- __ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- __ (37)(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.)

- __ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- __ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- __ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (Oct 2015) of 52.223-13.
- __ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (Jun 2014) of 52.223-14.
- __ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- __ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
 - __ (ii) Alternate I (Jun 2014) of 52.223-16.
- __ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- __ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- __ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- __ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
 - __ (ii) Alternate I (Jan 2017) of 52.224-3.
- __ (48) 52.225-1, Buy American--Supplies (Jan 2021) (41 U.S.C. chapter 83).
 - __ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (Jan 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 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 (Jan 2021) of 52.225-3.
 - __ (iii) Alternate II (Jan 2021) of 52.225-3.
 - __ (iv) Alternate III (Jan 2021) of 52.225-3.
 - __ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
 - __ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
 - __ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 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) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
 - __ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
 - __ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

- __ (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- __ (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- __ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- __ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- __ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).
- __ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
 - __ (ii) Alternate I (Apr 2003) of 52.247-64.
 - __ (iii) Alternate II (Feb 2006) 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 items:

[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 Under Executive Order 13658 (Nov 2020).
- __ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- __ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

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

- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
- (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

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

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. 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 (Jun 2020) (41 U.S.C. 3509).

(ii) 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)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

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

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

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

(xi) 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.

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

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (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).

(xiv) 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).

(xv) 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).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

(xx) 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. 2302 Note).

(xxi) 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.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) 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 items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Section 4 - List of Attachments