

U.S. Department of Homeland Security



Program Management, Administrative, Clerical, and Technical Services (PACTS) III

Functional Category 1

**Request for Proposal (RFP)
No. 70SBUR24R00000001**

Date Issued: November 17, 2023

DRAFT

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| | | | | | | | |
|--|---|---|--|--|---|---|------------------------------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i> | | | | 1. REQUISITION NUMBER | | PAGE OF 3 145 | |
| 2. CONTRACT NO. | | 3. AWARD/ EFFECTIVE DATE | | 4. ORDER NUMBER | | 5. SOLICITATION NUMBER 70SBUR24R000000001 | |
| 6. SOLICITATION ISSUE DATE | | | | | | | |
| 7. FOR SOLICITATION INFORMATION CALL | | a. NAME pactsIII@uscis.dhs.gov | | | b. TELEPHONE NUMBER (No collect calls) | | 8. OFFER DUE DATE/LOCAL TIME ET |
| 9. ISSUED BY Department of Homeland Security Citizenship and Immigration Services Office of Contracting 124 Leroy Road Williston VT 05495 | | CODE 70SBUR | | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: % FOR: <input type="checkbox"/> SMALL BUSINESS <input checked="" type="checkbox"/> HUBZONE SMALL BUSINESS <input checked="" type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input checked="" type="checkbox"/> 8(A) NAICS: 541611 SIZE STANDARD: \$24.5 | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE | | 12. DISCOUNT TERMS | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING | |
| 15. DELIVER TO Management Directorate 5900 Capital Gateway Drive Camp Springs MD 20746 | | CODE CIS-MGT | | 16. ADMINISTERED BY Department of Homeland Security Citizenship and Immigration Services Office of Contracting 124 Leroy Road Williston VT 05495 | | CODE 70SBUR | |
| 17a. CONTRACTOR/ OFFEROR | | CODE | | FACILITY CODE | | 18a. PAYMENT WILL BE MADE BY See Part III - Terms & Conditions for Invoicing Instructions | |
| TELEPHONE NO. | | 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | Program Management, Administrative, Clerical, and Technical Services (PACTS) III ----- This Department-wide, Indefinite-Delivery Indefinite Quantity (IDIQ) provides program management, administrative, clerical, technical, and engineering commercial services and solutions that will enable the Department of Homeland Security (DHS) to accomplish its mission objectives. Specific requirements will be further identified and defined at the Task Order (TO) <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i> | | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) | |
| <input checked="" 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"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA | | | | | | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ 1 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: _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: | | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| 30b. NAME AND TITLE OF SIGNER (Type or print) | | 30c. DATE SIGNED | | 31b. NAME OF CONTRACTING OFFICER (Type or print) | | 31c. DATE SIGNED | |
| | | | | Tanis Brainerd | | | |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0001 | <p>level.</p> <p>This solicitation is for Functional Category (FC) 1, Administrative Management and General Management Consulting Services. This solicitation is set aside for the following socioeconomic categories: Service-Disabled Veteran-Owned Small Business (SDVOSB), Woman-Owned Small Business (WOSB), Historically Underutilized Business Zones (HUBZone), and 8(a) Small Business. The assigned SBA Requirement Number is PQ1692994224R. Period of Performance: 08/11/2024 to 08/10/2039</p> <p>PACTS III - Base Period</p> <p>Performance to be in accordance with Attachment 1-Statement of Work.</p> <p>Pricing under this line item shall not exceed the pricing outlined in Attachment 3 - Contractor Labor Category Pricing.</p> <p>Funding and task order requirements to be obligated and specified under each individual TO.</p> <p>Period of Performance: 3-Years</p> <p>Award Type: Indefinite-Quantity</p> <p>Minimum Quantity: N/A</p> <p>Maximum Quantity: N/A</p> <p>Continued ...</p> | 1 | EA | | |

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

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL☐ COMPLETE ☐ PARTIAL ☐ FINAL

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 CERTIFY NG OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| 0002 | <p>Minimum Amount: \$0.00 Maximum Amount: \$8,409,081,030.00 Product Service Code (PSC): R499 Support-Professional: Other</p> <p>A list of all relevant NAICS and Product Service Codes can be found within Attachment 2 - Functional Category NAICS/PSC Relationships.</p> <p>Anticipated Award Type: Indefinite-quantity Period of Performance: 08/11/2024 to 08/10/2027</p> <p>The purpose of this line item is to provide the obligated amount for the Minimum Quantity Guarantee as outlined in Section III of this RFP.</p> <p>Period of Performance: Within 30 days of award. Dates to be determined.</p> <p>Award Type: Indefinite-Quantity Minimum Quantity: 1 Maximum Quantity: 1 Minimum Amount: \$1.00 Maximum Amount: \$250.00 Product Service Code: R499 Support-Administrative: Other</p> <p>A list of all relevant NAICS and Product Service Codes can be found within Attachment 2 - Functional Category NAICS/PSC Relationships.</p> | 1 | EA | | |
| 1001 | <p>PACTS III - Option Period I</p> <p>This option period is exercisable at the discretion of the government. If exercised, it will be done in accordance with FAR 52.217-9.</p> <p>Performance to be in accordance with Attachment 1-Statement of Work. Pricing under this line item shall not exceed the pricing outlined in Attachment 3 - Contractor Labor Category Pricing. Funding and task order requirements to be obligated and specified under each individual TO.</p> <p>Period of Performance: 2-Years Continued ...</p> | | EA | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 2001 | <p>Award Type: Indefinite-Quantity Minimum Quantity: N/A Maximum Quantity: N/A Minimum Amount: \$0.00 Maximum Amount: \$8,409,081,030.00 Product Service Code (PSC): R499 Support-Professional: Other</p> <p>A list of all relevant NAICS and Product Service Codes can be found within Attachment 2 - Functional Category NAICS/PSC Relationships. (option Line Item) 07/11/2027 Period of Performance: 08/11/2027 to 08/10/2029</p> <p>PACTS III - Option Period II</p> <p>This option period is exercisable at the discretion of the government. If exercised, it will be done in accordance with FAR 52.217-9.</p> <p>Performance to be in accordance with Attachment 1-Statement of Work. Pricing under this line item shall not exceed the pricing outlined in Attachment 3 - Contractor Labor Category Pricing. Funding and task order requirements to be obligated and specified under each individual TO.</p> <p>Period of Performance: 2-Years</p> <p>Award Type: Indefinite-Quantity Minimum Quantity: N/A Maximum Quantity: N/A Minimum Amount: \$0.00 Maximum Amount: \$8,409,081,030.00 Product Service Code (PSC): R499 Support-Professional: Other</p> <p>A list of all relevant NAICS and Product Service Codes can be found within Attachment 2 - Functional Category NAICS/PSC Relationships. (option Line Item) 07/11/2029 Period of Performance: 08/11/2029 to 08/10/2031</p> <p>Continued ...</p> | | EA | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

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NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| 3001 | <p>PACTS III - Option Period III</p> <p>This option period is exercisable at the discretion of the government. If exercised, it will be done in accordance with FAR 52.217-9.</p> <p>Performance to be in accordance with Attachment 1-Statement of Work.</p> <p>Pricing under this line item shall not exceed the pricing outlined in Attachment 3 - Contractor Labor Category Pricing.</p> <p>Funding and task order requirements to be obligated and specified under each individual task order.</p> <p>Period of Performance: 2-Years</p> <p>Award Type: Indefinite-Quantity</p> <p>Minimum Quantity: N/A</p> <p>Maximum Quantity: N/A</p> <p>Minimum Amount: \$0.00</p> <p>Maximum Amount: \$8,409,081,030.00</p> <p>Product Service Code (PSC): R499</p> <p>Support-Professional: Other</p> <p>A list of all relevant NAICS and Product Service Codes can be found within Attachment 2 - Functional Category NAICS/PSC Relationships. (Option Line Item)</p> <p>07/11/2031</p> <p>Period of Performance: 08/11/2031 to 08/10/2033</p> | | EA | | |
| 4001 | <p>PACTS III - Option Period IV</p> <p>This option period is exercisable at the discretion of the government. If exercised, it will be done in accordance with FAR 52.217-9.</p> <p>Performance to be in accordance with Attachment 1-Statement of Work.</p> <p>Pricing under this line item shall not exceed the pricing outlined in Attachment 3 - Contractor Labor Category Pricing.</p> <p>Funding and task order requirements to be obligated and specified under each individual task order.</p> <p>Continued ...</p> | | EA | | |

NAME OF OFFEROR OR CONTRACTOR

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|--|-----------------|-------------|-------------------|---------------|
| | Period of Performance: 1-Year Award Type: Indefinite-Quantity Minimum Quantity: N/A Maximum Quantity: N/A Minimum Amount: \$0.00 Maximum Amount: \$8,409,081,030.00 Product Service Code (PSC): R499 Support-Professional: Other A list of all relevant NAICS and Product Service Codes can be found within Attachment 2 - Functional Category NAICS/PSC Relationships. (Option Line Item) 07/11/2033 Period of Performance: 08/11/2033 to 08/10/2034 | | | | |

PART I – CONTINUATION OF SF 1449

The suite of Program Management, Administrative, Clerical, and Technical Services (PACTS) III Department-wide Indefinite-Delivery Indefinite-Quantity (IDIQ) contracts are intended to provide program management, administrative, clerical, technical, and engineering commercial services and solutions that will enable the Department of Homeland Security (DHS) to accomplish its mission objectives.

The goals of PACTS III are to provide the Department and its Components a mechanism for quick ordering of professional services and solutions at fair and reasonable prices, to give qualified small businesses a greater opportunity to participate in these requirements, and to assist the Department with continuing to achieve and exceed its small business and socioeconomic goals.

The suite of PACTS III contracts is comprised of the three (3) Functional Categories (FCs) listed below for commercial services. The Statement of Work (SOW), Attachment 1 delineates the details of the services and solutions for each of the three (3) FCs. The three (3) FCs have a primary North American Industry Classification System (NAICS) code that further describes the scope of work that will be procured under each FC. All three (3) of the FCs have specific requirements that will be further identified and defined at the Task Order (TO) level. The FC and associated NAICS codes are as follows:

- FC1: Administrative Management and General Management Consulting Services; NAICS Code: 541611;
- FC2: Office Administrative Services; NAICS Code: 561110;
- FC3: Engineering Services; NAICS Code: 541330

Each of the FCs listed above will have its own solicitation. This solicitation is for **FC1, Administrative Management and General Management Consulting Services**.

The DHS anticipates including four (4), separate and distinct tracks under each FC for the following socioeconomic groups: Service-Disabled Veteran-Owned Small Business (SDVOSB), Women-Owned Small Business (WOSB), Historically Underutilized Business Zones (HUBZone) and 8(a) businesses.

PACTS III allows for Fixed-Price (FP) and its various forms, as indicated in Federal Acquisition Regulation (FAR) Part 16.2, and Time-and-Materials (T&M) or Labor-Hour (LH) as defined in FAR Part 16.6 pricing arrangements at the TO level. TOs may also combine more than one (1) pricing arrangement (e.g., FP/LH, etc.), although separate CLINs are required for each type.

The applicable labor category prices set forth for each FC in the Contractor Labor Category Pricing, Attachment 3 will cover the entire period of performance of this contract. The government will issue task orders based on the work described in the SOW, Attachment 1 of this contract and the Contractor's pricing set forth in the Contractor's Labor Category Pricing, Attachment 3. Contractor Labor Category Pricing, Attachment 3 will contain the on-site and off-site hourly labor rates for each year of the contract for work to be performed within the 50 United States, the District of Columbia, and outlying areas as defined within Federal Acquisition Regulation Part 2. These price schedules can be used on firm-fixed price, time-and-materials, and labor-hour task orders. All task orders will be commercial.

PART II – CONTRACT CLAUSES

Due to the various combinations of contract provisions / clauses which may be required for an individual task order based on the contract type, statement of work, dollar value, and other specific customer agency requirements, the PACTS III IDIQ cannot predetermine all the contract provisions / clauses for future individual task orders. However, all 'Required' and 'Required when Applicable' provisions / clauses set forth in FAR 52.301 automatically flow down to all orders, based on their specific contract type, statement of work, and dollar value.

The task order Contracting Officer (TOCO) must identify any Optional, and / or Agency-specific provisions / clauses for each individual task order solicitation and subsequent task order award. The TOCO must provide the provision / clause number, title, date, and fill-in information (if any), as of the date the task order solicitation is issued.

FAR CLAUSES INCORPORATED BY REFERENCE:

Federal Acquisition Regulation (FAR) 52.252-2 Clauses Incorporated by Reference (Feb 1998)

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

(End of clause)

| FAR Clause | Title | Date |
|-------------------|---|-------------|
| 52.202-1 | Definitions | Jun 2020 |
| 52.203-3 | Gratuities | Apr 1984 |
| 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions | Jun 2020 |
| 52.203-16 | Preventing Personal Conflicts of Interest | Jun 2020 |
| 52.203-17 | Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights | Jun 2020 |
| 52.204-2 | Security Requirements | Mar 2021 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | May 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | Jan 2011 |
| 52.204-13 | System for Award Management Maintenance | Oct 2018 |
| 52.204-15 | Service Contract Reporting Requirements for Indefinite-Delivery Contracts | Oct 2016 |
| 52.204-18 | Commercial and Government Entity Code Maintenance | Aug 2020 |
| 52.204-19 | Incorporation by Reference of Representations and Certifications | Dec 2014 |
| 52.208-9 | Contractor Use of Mandatory Sources of Supply or Service | May 2014 |
| 52.212-4 | Contract Terms and Conditions—Commercial Products and Commercial Services | Dec 2022 |
| 52.212-4 | Contract Terms and Conditions—Commercial Products and Commercial Services (Dec 2022) – Alternate I (Nov 2021) | Nov 2021 |

| | | |
|-----------|--|-----------|
| | Fill In: | |
| | (a)(4): To be filled in at the TO level % | |
| | (e)(1)(iii)(D): To be filled in at the TO level | |
| | (i)(1)(ii)(D)(1): To be filled in at the TO level | |
| | (i)(1)(ii)(D)(2): To be filled in at the TO level | |
| 52.215-8 | Order of Precedence-Uniform Contract Format | Oct 1997 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | Oct 1997 |
| 52.216-4 | Economic Price Adjustment-Labor and Material | Jan 2017 |
| 52.216-5 | Price Redetermination-Prospective | Jan 2022 |
| 52.217-8 | Option to Extend Services | Nov 1999 |
| | Fill In: To be filled in at the TO level | |
| 52.222-20 | Contracts for Materials, Supplies, Articles, and Equipment | Jun 2020 |
| 52.222-41 | Service Contract Labor Standards | Aug 2018 |
| 52.222-62 | Paid Sick Leave Under Executive Order 13706 | Jan 2022 |
| 52.223-2 | Affirmative Procurement of Biobased Products Under Service and | Sept 2013 |
| | Construction Contracts | |
| 52.223-3 | Hazardous Material Identification and Material Safety Data | Feb 2021 |
| 52.223-3 | Hazardous Material Identification and Material Safety Data Alternate I | July 1995 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | May 2011 |
| 52.223-10 | Waste Reduction Program | May 2011 |
| 52.223-19 | Compliance with Environmental Management Systems | May 2021 |
| 52.224-1 | Privacy Act Notification | Apr 1984 |
| 52.224-2 | Privacy Act | Apr 1984 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | Feb 2021 |
| 52.227-1 | Authorization and Consent | Jun 2020 |
| 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement | Jun 2020 |
| 52.227-3 | Patent Indemnity | Apr 1984 |
| 52.227-14 | Rights in Data-General | May 2014 |
| 52.227-17 | Rights in Data-Special Works | Dec 2007 |
| 52.228-5 | Insurance-Work on a Government Installation | Jan 1997 |
| 52.229-3 | Federal, State, and Local Taxes | Feb 2013 |
| 52.232-1 | Payments | Apr 1984 |
| 52.232-17 | Interest | May 2014 |
| 52.232-18 | Availability of Funds | Apr 1984 |
| 52.232-33 | Payment by Electronic Funds Transfer-System for Award Management | Oct 2018 |
| 52.232-40 | Providing Accelerated Payments to Small Business Subcontractors | Mar 2023 |
| 52.233-1 | Disputes | May 2014 |
| 52.233-1 | Disputes (May 2014) - Alternate I (Dec 1991) | Dec 1991 |
| 52.237-2 | Protection of Government Buildings, Equipment, and Vegetation | Apr 1984 |
| 52.237-3 | Continuity of Services | Jan 1991 |

| | | |
|-----------|---|-----------|
| 52.242-13 | Bankruptcy | Jul 1995 |
| 52.242-15 | Stop-Work Order | Aug 1989 |
| 52.243-1 | Changes-Fixed-Price | Aug 1987 |
| 52.243-1 | Changes-Fixed-Price (Aug 1987) - Alternate I (1984) | Apr 1984 |
| 52.243-3 | Changes-Time-and-Material or Labor-Hours | Sep 2000 |
| 52.244-2 | Subcontracts | Jun 2020 |
| 52.244-5 | Competition in Subcontracting | Dec 1996 |
| 52.245-1 | Government Property | Sept 2021 |
| 52.245-9 | Use and Charges | Apr 2012 |
| 52.246-4 | Inspection of Services-Fixed Price | Aug 1996 |
| 52.246-2 | Inspection of Supplies-Fixed Price | Aug 1996 |
| 52.246-6 | Inspection of Services-Time-and-Material or Labor0Hour | May 2001 |
| 52.246-16 | Responsibility for Supplies | Apr 1984 |
| 52.246-20 | Warranty of Services | May 2001 |
| 52.246-25 | Limitation of Liability-Services | Feb 1997 |
| 52.247-34 | F.O.B. Destination | Nov 1991 |
| 52.247-35 | F.O.B. Destination, Within Consignee's Premises | Apr 1984 |
| 52.249-2 | Termination for Convenience of the Government (Fixed-Price) | Apr 2012 |
| 52.249-8 | Default (Fixed-Price Supply and Service) | Apr 1984 |
| 52.249-14 | Excusable Delays | Apr 1984 |
| 52.251-1 | Government Supply Sources | Apr 2012 |
| 52.253-1 | Computer Generated Forms | Jan 1991 |

FAR CLAUSES IN FULL TEXT:

FAR 52.211-8 Time of Delivery (Jun 1997)

(a) The Government requires delivery to be made according to the following schedule:

| REQUIRED DELIVERY SCHEDULE | | |
|--|-------------|-----|
| [Task Order Contracting Officer insert specific details] | | |
| ITEM NO. | DESCRIPTION | DUE |
| | | |
| | | |
| | | |

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above will be considered

nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an Offeror offers an earlier delivery schedule than required above. If the Offeror proposes no other delivery schedule, the required delivery schedule above will apply.

| | | |
|--|----------|------------------------------------|
| OFFEROR'S PROPOSED DELIVERY SCHEDULE | | |
| [Task Order Contracting Officer insert specific details] | | |
| ITEM NO. | QUANTITY | WITHIN DAYS AFTER DATE OF CONTRACT |
| | | |
| | | |
| | | |

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful Offeror, results in a binding contract. The Government will mail or otherwise furnish to the Offeror an award or notice of award not later than the day award is dated. Therefore, the Offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date; the offer will be considered nonresponsive and rejected.

(End of clause)

Alternate I (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "on or before"; "during the months _____"; or "not sooner than _____ or later than _____" as headings for the third column of paragraph (a) the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by _____ [Task Order Contracting Officer insert date]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful Offeror results in a binding contract. Therefore, the Offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

Alternate II (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date the contractor will receive notice of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The

time may be expressed by substituting “within days after the date of receipt of a written notice of award” as the heading for the third column of paragraph (a) of the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the successful Offeror will receive notice of award by _____ [*Task Order Contracting Officer insert date*]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

Alternate III (Apr 1984). If the delivery schedule is to be based on the actual date the contractor receives a written notice of award, the contracting officer may delete paragraph (b) of the basic clause. The time may be expressed by substituting “within days after the date of receipt of a written notice of award” as the heading for the third column of paragraph (a) of the basic clause.

(End of Clause)

FAR 52.211-9 Desired and Required Time of Delivery (Jun 1997) - -Alternates, I, II and III (Apr 1984).

(a) The Government desires delivery to be made according to the following schedule:

| DESIRED DELIVERY SCHEDULE | | |
|---|----------|------------------------------------|
| [<i>Task Order Contracting Officer insert specific details</i>] | | |
| ITEM No. | QUANTITY | WITHIN DAYS AFTER DATE OF CONTRACT |
| | | |
| | | |
| | | |

If the Offeror is unable to meet the desired delivery schedule, it may, without prejudicing evaluation of its offer, propose a delivery schedule below. However, the Offeror’s proposed delivery schedule must not extend the delivery period beyond the time for delivery in the Government’s required delivery schedule as follows

| REQUIRED DELIVERY SCHEDULE | | |
|---|----------|------------------------------------|
| [<i>Task Order Contracting Officer insert specific details</i>] | | |
| ITEM No. | QUANTITY | WITHIN DAYS AFTER DATE OF CONTRACT |
| | | |
| | | |
| | | |

Offers that propose delivery of a quantity under such terms or condition that delivery will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and

rejected. If the Offeror proposes no other delivery schedule, the desired delivery schedule above will apply.

| OFFEROR'S PROPOSED DELIVERY SCHEDULE | | |
|--|----------|------------------------------------|
| [Task Order Contracting Officer insert specific details] | | |
| ITEM NO. | QUANTITY | WITHIN DAYS AFTER DATE OF CONTRACT |
| | | |
| | | |
| | | |

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful Offeror results in a binding contract. The Government will mail or otherwise furnish to the Offeror an award or notice of award not later than the day the award is dated. Therefore, the Offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (1) five calendar days for delivery of the award through the ordinary mails, or (2) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date; the offer will be considered nonresponsive and rejected.

(End of clause)

Alternate I (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "on or before"; "during the months _____"; or "not sooner than _____, or later than _____" as headings for the third column of paragraph (a) of the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the Government will make award by _____ [Task Order Contracting Officer insert date]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the contract is in fact awarded. Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed or otherwise furnished to the successful Offeror results in a binding contract. Therefore, the Offeror shall compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails.

Alternate II (Apr 1984). If the delivery schedule is expressed in terms of specific calendar dates or specific periods and is based on an assumed date the contractor receives notice of award, the contracting officer may substitute the following paragraph (b) for paragraph (b) of the basic clause. The time may be expressed by substituting "within days after the date of receipt of a written notice of award" as the heading of the third column of paragraph (a) of the basic clause.

(b) The delivery dates or specific periods above are based on the assumption that the successful Offeror will receive notice of award by _____ [Task Order Contracting Officer insert date]. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award; provided, that the Contractor promptly acknowledges receipt of notice of award.

Alternate III (Apr 1984). If the delivery schedule is to be based on the actual date the contractor receives a written notice of award, the contracting officer may delete paragraph (b) of the basic clause. The time may be expressed by substituting “within days after the date of receipt of a written notice of award” as the heading of the third column of paragraph (a) of the basic clause.

(End of Clause)

52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders—Commercial Products and Commercial Services (Sep 2023)

(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 and Other Covered Entities (Nov 2021) (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:

X (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).

X (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) 52.204-10, 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).

X (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

X (9) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Nov 2021) (31 U.S.C. 6101 note).

X (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

___ (11) [Reserved].

X (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

(13) 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).

___ (14) [Reserved]

X (15)(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.

___ (16)(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 (17) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).
- (18)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (NOV 2016) of 52.219-9.
- (iii) Alternate II (NOV 2016) of 52.219-9.
- (iv) Alternate III (JUN 2020) of 52.219-9.
- (v) Alternate IV (SEP 2023) of 52.219-9.
- (19)(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.
- (20) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 637s).
- (21) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- X (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- X (23)(i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2023)(15 U.S.C. 632(a)(2)).
- X (ii) Alternate I (MAR 2020) of 52.219-28.
- (24) 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)).
- X (25) 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)).
- (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- (27) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15U.S.C. 637(a)(17)).
- X (28) 52.222-3, Convict Labor (JUN 2003) (E.O.11755).
- X (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- X (30) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (31)(i) 52.222-26, Equal Opportunity (SEP 2016) (E.O.11246).

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

X (32)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

___ (ii) Alternate I (JUL 2014) of 52.222-35.

X (33)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

___ (ii) Alternate I (JUL 2014) of 52.222-36.

X (34) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

X (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (36)(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).

X (37) 52.222-54, Employment Eligibility Verification (MAY 2022) (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(38)(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.)

___ (39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(41)(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.

(42)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun2014) of 52.223-14.

___ (43) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

(44)(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.

X (45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

___ (46) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

___ (47) 52.223-21, Foams (Jun2016) (E.O. 13693).

___ (48)(i) 52.224-3 Privacy Training (JAN 2017) (5 U.S.C. 552 a).

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

___ (49)(i) 52.225-1, Buy American-Supplies (OCT 2022) (41 U.S.C. chapter 83).

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

(50)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (DEC 2022) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

___ (ii) Alternate I [Reserved].

___ (iii) Alternate II (DEC 2022) of 52.225-3.

___ (iv) Alternate III (JAN 2021) of 52.225-3.

___ (v) Alternate IV (Oct 2022) of 52.225-3.

___ (51) 52.225-5, Trade Agreements (DEC 2022) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

(52) 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).

(53) 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).

___ (54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) (42 U.S.C. 5150).

___ (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 (OCT2018) (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).

X (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

___ (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

___ (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

___ (64)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

___ (ii) Alternate I (APR 2003) of 52.247-64.

___ (iii) Alternate II (NOV 2021) of 52.247-64.

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

X (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter67).

X (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).

X (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).

X (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29U.S.C.206 and 41 U.S.C. chapter 67).

X (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).

X (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).

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

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

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

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

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

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

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

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

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

(ii) 52.203-19, 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 (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 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).

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

(vi) 52.219-8, Utilization of Small Business Concerns (SEP 2023) (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.

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

(viii) 52.222-26, Equal Opportunity (SEP 2015) (E.O.11246).

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

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

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

(xii) 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.

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

(xiv)(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).

(xv) 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).

(xvi) 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).

(xvii) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).

- (xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xx)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xxi) 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).
- (xxii) 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.
- (xxiii) 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.
- (xxiv) 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 52.216-18 Ordering (Aug 2020)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **To be filled in at the TO level** through **To be filled in at the TO level** *[insert dates]*.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) A delivery order or task order is considered "issued" when—
- (1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;
 - (2) If sent by fax, the Government transmits the order to the Contractor's fax number; or
 - (3) If sent electronically, the Government either—
 - (i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

FAR 52.216-19 Order Limitations (Oct 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$2,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of **\$1B**;

(2) Any order for a combination of items in excess of **\$1B**; or

(3) A series of orders from the same ordering office within **10** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

FAR 52.216-32 Task-Order and Delivery-Order Ombudsman (Sep 2019)

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

<http://www.dhs.gov/competition-advocates-and-task-order-and-delivery-order-ombudsman>

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of clause)

Alternate I (Sept 2019). As prescribed in 16.506(j), add the following paragraph (d) to the basic clause.

(d) Contracts used by multiple agencies.

(1) This is a contract that is used by multiple agencies. Complaints from Contractors concerning orders placed under contracts used by multiple agencies are primarily reviewed by the task-order and delivery-order Ombudsman for the ordering activity.

(2) The ordering activity has designated the following task-order and delivery-order Ombudsman for this order:

<http://www.dhs.gov/competition-advocates-and-task-order-and-delivery-order-ombudsman>

(3) Before consulting with the task-order and delivery-order Ombudsman for the ordering activity, the Contractor is encouraged to first address complaints with the ordering activity's Contracting Officer for resolution. When requested by the Contractor, the task-order and delivery-order Ombudsman for the ordering activity may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

(End of Clause)

FAR 52.216-22 Indefinite Quantity (Oct 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if

the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the contract expiration date plus 12-months.

(End of clause)

FAR 52.216-25 Contract Definitization (Oct 2010)

(a) A **To be filled in at the TO level** *[insert specific type of contract]* definitive contract is contemplated. The Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive contract that will include (1) all clauses required by the Federal Acquisition Regulation (FAR) on the date of execution of the letter contract, (2) all clauses required by law on the date of execution of the definitive contract, and (3) any other mutually agreeable clauses, terms, and conditions. The Contractor agrees to submit a **To be filled in at the TO level** *[insert specific type of proposal (e.g., fixed-price or cost-and-fee)]* proposal, including data other than certified cost or pricing data, and certified cost or pricing data, in accordance with FAR 15.408, table, supporting its proposal.

(b) The schedule for definitizing this contract is *[insert target date for definitization of the contract and dates for submission of proposal, beginning of negotiations, and, if appropriate, submission of make-or-buy and subcontracting plans and certified cost or pricing data]*: **To be filled in at the TO level**

(c) If agreement on a definitive contract to supersede this letter contract is not reached by the target date in paragraph (b) of this section, or within any extension of it granted by the Contracting Officer, the Contracting Officer may, with the approval of the head of the contracting activity, determine a reasonable price or fee in accordance with subpart 15.4 and part 31 of the FAR, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the contract, subject only to the Limitation of Government Liability clause.

(1) After the Contracting Officer's determination of price or fee, the contract shall be governed by-

- (i) All clauses required by the FAR on the date of execution of this letter contract for either fixed-price or cost-reimbursement contracts, as determined by the Contracting Officer under this paragraph (c);
- (ii) All clauses required by law as of the date of the Contracting Officer's determination; and
- (iii) Any other clauses, terms, and conditions mutually agreed upon.

(2) To the extent consistent with paragraph (c)(1) of this section, all clauses, terms, and conditions included in this letter contract shall continue in effect, except those that by their nature apply only to a letter contract.

Alternate I (Apr1984). In letter contracts awarded on the basis of price competition, add the following paragraph (d) to the basic clause:

(d) The definitive contract resulting from this letter contract will include a negotiated **To be filled in at the TO level** [insert "price ceiling" or "firm fixed price"] in no event to exceed **To be filled in at the TO level** [insert the proposed price upon which the award was based].

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor at any time within the term of the contract, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) 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 15 years.

(End of clause)

FAR 52.219-13 Notice of Set-Aside of Orders (Mar 2000)

(a) The Contracting Officer may set aside orders for the small business concerns identified in 19.000(a)(3).

(b) The Contracting Officer will give notice of the order or orders, if any, to be set aside for small business concerns identified in 19.000(a)(3) and the applicable small business program. This notice, and its restrictions, will apply only to the specific orders that have been set aside for any of the small business concerns identified in 19.000(a)(3).

(End of clause)

FAR 52.219-14 Limitations on Subcontracting (Jul 2023) - DEVIATION

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Definition. Similarly situated entity*, as used in this clause, means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and

(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(c) *Applicability*. This clause applies only to—

(1) Contracts that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(2) Part or parts of a multiple-award contract that have been set aside for any of the small business concerns identified in 19.000(a)(3);

(3) Contracts that have been awarded on a sole-source basis in accordance with subparts 19.8, 19.13, 19.14, and 19.15;

(4) Orders expected to exceed the simplified acquisition threshold and that are—

(i) Set aside for small business concerns under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to small business concerns under multiple-award contracts as described in 19.504(c)(1)(ii);

(5) Orders, regardless of dollar value, that are—

(i) Set aside in accordance with subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 8.405-5 and 16.505(b)(2)(i)(F); or

(ii) Issued directly to concerns that qualify for the programs described in subparts 19.8, 19.13, 19.14, or 19.15 under multiple-award contracts, as described in 19.504(c)(1)(ii); and

(6) Contracts using the HUBZone price evaluation preference to award to a HUBZone small business concern unless the concern waived the evaluation preference.

(d) *Independent contractors.* An independent contractor shall be considered a subcontractor.

(e) *Limitations on subcontracting.* By submission of an offer and execution of a contract, the Contractor agrees to the following requirements in the performance of a contract assigned a North American Industry Classification System (NAICS) code applicable to this contract:

(1) *Services (except construction).* It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding certain other direct costs and certain work performed outside the United States (see paragraph (e)(1)(i)), to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract.

(i) The following services may be excluded from the 50 percent limitation:

(A) Other direct costs, to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service. Examples

include airline travel, work performed by a transportation or disposal entity under a contract assigned the environmental remediation NAICS code (562910), cloud computing services, or mass media purchases.

(B) Work performed outside the United States on awards made pursuant to the Foreign Assistance Act of 1961, or work performed outside the United States required to be performed by a local contractor.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies)*. It will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract.

(3) *General construction*. It will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 85 percent subcontract amount that cannot be exceeded.

(4) *Construction by special trade contractors*. It will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 75 percent subcontract amount that cannot be exceeded.

(f) The Contractor shall comply with the limitations on subcontracting as follows:

(1) For contracts, in accordance with paragraphs (c)(1), (2), (3) and (6) of this clause –
[Contracting Officer check as appropriate.]

☐ By the end of the base term of the contract and then by the end of each subsequent option period; or

☒ By the end of the performance period for each order issued under the contract.

(2) For orders, in accordance with paragraphs (c)(4) and (5) of this clause, by the end of the performance period for the order.

(g) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be performed by the aggregate of the joint venture participants.

(1) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business protégé shall perform at least 40 percent of the work performed by the joint venture. Work performed by the small business protégé in the joint venture must be more than administrative functions.

(2) In an 8(a) joint venture, the 8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture. Work performed by the 8(a) participants in the joint venture must be more than administrative functions.

(End of clause)

**FAR 52.219-18 Notification of Competition Limited to Eligible 8(a) Participants Alternate III
(Nov 2005) - DEVIATION**

(a) Offers are solicited only from—

(1) Small business concerns expressly certified by the Small Business Administration (SBA) for participation in SBA's 8(a) program and which meet the following criteria at the time of submission of offer—

(i) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(ii) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by SBA;

(2) A joint venture, in which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause, that complies with 13 CFR 124.513(c); or

(3) A joint venture—

(i) That is comprised of a mentor and an 8(a) protégé with an approved mentor-protégé agreement under the 8(a) program;

(ii) In which at least one of the 8(a) program participants that is a party to the joint venture complies with the criteria set forth in paragraph (a)(1) of this clause; and

(iii) That complies with 13 CFR 124.513(c).

(b) By submission of its offer, the Offeror represents that it meets the applicable criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) The **To be filled in at the TO level** [insert name of SBA's contractor] will notify the **To be filled in at the TO level** [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock.

(End of clause)

FAR 52.219-71 Section 8(a) Direct Awards (Nov 2005) – DEVIATION

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Partnership Agreement between the Small Business Administration (SBA) and the Department of Homeland Security (DHS). SBA retains responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

[To be completed by the task order Contracting Officer at time of award]

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract. However, the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

(c) The contractor agrees:

(1) to notify the Contracting Officer, simultaneously with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with 15 U.S.C. 637(a)(21), transfer of ownership or control shall result in termination of the contract for convenience, unless SBA waives the requirement for termination prior to the actual relinquishing of ownership or control.

(2) to adhere to the requirements of FAR 52.219-14, Limitations on Subcontracting.

(End of Clause)

52.224-3 Privacy Training – Alternate I (Jan 2017) – (July 2023) (DEVIATION)

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

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

(1) Have access to a system of records;

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

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

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

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

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

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

(1) Have access to a system of records;

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

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

FAR 52.232-32 Performance-Based Payments (Apr 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms

of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the **To be filled in at the TO level** [Task Order Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

- (i) Parts, materials, inventories, and work in process;
- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance

with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall-

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on **To be filled in at the TO level**), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on **To be filled in at the TO level**) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated **To be filled in at the TO level** ; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

FAR 52.252-6 Authorized Deviations in Clauses (Nov 2020)

1. The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

2. The use in this solicitation of any Homeland Security Acquisition Regulation (48 CFR Chapter 30) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

HOMELAND SECURITY ACQUISITION REGULATION CLAUSES IN FULL TEXT:

HSAR 3052.212-70 Contract Terms and Conditions Applicable to DHS Acquisition of Commercial Items (Sep 2012)

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

(a) Provisions.

- 3052.216-70 Evaluation of Offers Subject to An Economic Price Adjustment Clause.
- 3052.219-72 Evaluation of Prime Contractor Participation in the DHS Mentor Protégé Program.
- ____ 3052.247-70 F.o.B. Origin Information.
- Alternate I
- Alternate II
- 3052.247-71 F.o.B. Origin Only.
- 3052.247-72 F.o.B. Destination Only.

(b) Clauses.

- X** 3052.203-70 Instructions for Contractor Disclosure of Violations.
- 3052.204-70 Security Requirements for Unclassified Information Technology Resources.
- X** 3052.204-71 Contractor Employee Access.
- ____ **X** Alternate I
- X** 3052.205-70 Advertisement, Publicizing Awards, and Releases.
- Alternate I
- X** 3052.209-72 Organizational Conflicts of Interest.
- X** 3052.209-73 Limitation on Future Contracting.
- 3052.215-70 Key Personnel or Facilities.
- 3052.216-71 Determination of Award Fee.
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- 3052.217-91 Performance. (USCG)
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- 3052.217-98 Delays. (USCG)
- 3052.217-99 Department of Labor Safety and Health Regulations for Ship Repair. (USCG)
- 3052.217-100 Guarantee. (USCG)
- 3052.219-71 DHS Mentor Protégé Program.
- X** 3052.228-70 Insurance.
- ____ 3052.228-90 Notification of Miller Act Payment Bond Protection. (USCG)

3052.228-91 Loss of or Damage to Leased Aircraft. (USCG)
3052.228.92 Fair Market Value of Aircraft. (USCG)
3052.228-93 Risk and Indemnities. (USCG)
3052.236-70 Special Provisions for Work at Operating Airports.
____ 3052.242-72 Contracting Officer's Representative.

(End of clause)

Information Technology Security Awareness Training (Jul 2023) - DEVIATION

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

(b) *Security Training Requirements.*

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

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

Rules of Behavior will be reviewed annually, and the COR will provide notification when a review is required.

(End of clause)

PART III – TERMS AND CONDITIONS AND ATTACHMENTS

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PART III - TERMS AND CONDITIONS

1.0 Authorized Users

This Department-Wide Acquisition Contract is available for use by all U.S. Department of Homeland Security components. DHS Component(s) Head(s) of Contracting Activity (HCA) that use another Federal agency to provide contracting support services may delegate procurement authority to allow the use of the PACTS III contracts on the Component's behalf. It is the Component's responsibility to ensure that the delegation precludes non-DHS TOs placed on the contracts and that awarded TOs are included in the monthly contractor activity reports. The Department of Homeland Security Chief Procurement Officer reserves the right to authorize use by other entities in support of Homeland Security.

2.0 Government Property

There is no government furnished property associated with the PACTS III Master Contract. Any equipment, property, or facilities furnished by the Government, or any Contractor-acquired property must be specified on individual task orders and follow the policies and procedures of FAR Part 45.

3.0 Government Facilities

The Contractor shall arrange with the TOCO or other designated representative for means of access to premises, delivery and storage of materials and equipment, and use of approaches, corridors, stairways, elevators, and similar matters.

A Contractor working in a Government facility shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and taking disciplinary action with respect to its employees as necessary. The Contractor is responsible for ensuring that its employees do not disturb papers on desks, open desk drawers or cabinets, or use Government telephones, except as authorized. Each employee is expected to adhere to standards of behavior that reflect favorably on its employer and the Federal Government.

The Contractor shall ensure that all its employees, including subcontractor employees working under the Master Contract, are informed of the substance of this section.

3.1 Rights of Ingress and Egress

The rights of ingress to, and egress from, Government facilities for the Contractor's personnel shall be specified in the task order. Specific Federally-controlled facilities or those areas located within a given facility may have additional security clearance requirements that shall be specified in the task order. During all operations on Government premises, the Contractor's personnel shall comply with the rules and regulations governing the facility access policies and the conduct of personnel.

Contractor employees, including subcontractor employees, shall have in their possession, at all times while working, the specific Government-issued identification credential. The identification credential shall be displayed and visible at all times while on Government property. The Government reserves the right to require contractor personnel to sign-in upon entry and sign-out upon departure from the Government facilities. The Contractor shall be responsible for ensuring that all identification credentials are returned to the issuing agency when contract employees leave the contract, the task

order has been completed, employees leave the company, or employees are dismissed or terminated. In addition, the Contractor shall notify the issuing agency whenever employee badges are lost.

3.2 Leasing and Real and Personal Property

The Government contemplates that leases may be part of task order solutions offered by the Contractor, but the Government, where the Contractor's approach includes leasing, shall not be the Lessee. Under no circumstances shall the Government be deemed to have privity-of- contract with the Owner/Lessor of the Leased Items, nor shall the Government be held liable for early Termination/Cancellation damages if the Government decides not to exercise an option period under the TO.

4.0 Contractor Performance Assessment Reporting System (CPARS)

CPARS is a web-enabled application that collects and manages the library of automated CPARS. CPARS is for UNCLASSIFIED use only. Classified information is not to be entered into this system. A CPAR assesses a contractor's performance and provides a record, both positive and negative, on a given contractor during a specific period. Each assessment is based on objective facts and supported by program and contract management data, such as cost performance reports, customer comments, quality reviews, technical interchange meetings, financial solvency assessments, management reviews, contractor operations reviews, functional performance evaluations, and earned contract incentives. The contractor shall participate in the DHS CPARS program via the CPARS website at: <https://www.cpars.gov/>. The TOCO and COR will complete an evaluation at the TO level when applicable. The PACTS III Administrative Contracting Officer (ACO) will collect past performance information at the contract level and conduct an annual evaluation for the purpose of off ramping.

5.0 Advertisements, Publicizing Awards and News Releases

Any public announcements, advertisements, or news releases pertaining to the PACTS III IDIQ shall be submitted for review to the PACTS III ACO and COR and approved by the ACO or COR prior to issuance, in accordance with HSAR 3052.205-70 Advertisements, Publicizing Awards, and Releases and Alternate I (where applicable).

Any public announcements, advertisements, or news releases pertaining to each of the task orders shall be submitted for review and approval to the TOCO prior to issuance, in accordance with HSAR 3052.205-70 Advertisements, Publicizing Awards, and Releases and Alternate I (where applicable).

6.0 Contractor Representative(s)

The Contractor shall identify an individual(s) who shall have the authority to make contract and technical and administrative decisions respectively regarding this contract. This individual shall be the single point of contact through which all Contractor/Government communications, work, and technical direction shall flow. This individual shall receive and execute, on behalf of the Contractor, such technical direction as the Contracting Officer (CO) and his/her designated representative may issue within the terms and conditions of the contract. All administrative support of the Contractor's technical personnel, and all interface and interaction with subcontractors, Original Equipment Manufacturers, and suppliers used by the Contractor in performance of this contract, shall be the responsibility of the Contractor.

This individual(s) will act for the Contractor for the duration of this contract or until the PACTS III IDIQ contract CO has been notified by the Contractor in writing of their replacement. Contact information for these individuals will be maintained outside of the base contract.

7.0 Notice of Intranet Posting of Base Contract Awards

DHS intends to electronically post the PACTS III contracts, including fully burdened ceiling labor rates, to its internal DHS website. This does not include Contractor proposals, or any other proprietary information provided by Contractors relevant to task order performance or by Offerors in response to the PACTS III solicitation. Posting of the contract documents and associated modifications via the internal DHS website is in the best interest of the Government as well as the Contractors. It will allow Contractors to direct future customers to the site to view labor categories and rates as they develop their Independent Government Cost Estimates (IGCE) in preparation of proposed TOs.

8.0 Security

8.1 Classified Information

Some TOs issued under this contract may require access to classified information. The contractor may have access to Sensitive Compartmented Information (SCI) and Non-SCI intelligence information and For Official Use Only (FOUO) information as a result of these TOs. The DHS Office of Security is designated as the responsible cognizant Security Office for all SCI requirements of this contract. The names of employees requiring access to SCI in conjunction with this contract will be submitted to the DHS Office of the Chief Security Officer (OCSO) Personnel Security Division (PSD) for approval for Entry on Duty. Proposed public releases will be submitted to the DHS public affairs office through the Government program manager, or its delegated representative.

For acquisitions dealing with classified matters, DHS Office of Security has established protocols to monitor the situation. These policies and procedures are outlined in DHS Management Directives, local policies established by the cognizant DHS component and FAR and supplemental regulations for awarded TOs. The security classification specification will be determined at the individual TO level for all future requirements.

8.2 Sensitive Information

The base PACTS III contracts do not have a mandatory minimum requirement for facility clearances. However, TOs may include security requirements based upon the nature of the planned efforts. In order to receive such work, Contractors (including Team members, if applicable) must be capable of receiving a facility clearance. In some instances, Task Order Request for Proposals (TORFPs) may require an existing facility clearance as a precursor to being considered for TO award.

Contractors may have access to sensitive, operational, and critical infrastructure information including Sensitive but Unclassified, Sensitive Information, FOUO, and Protective Critical Infrastructure Information. A DD Form 254 for facility clearance at the applicable security level (i.e. SECRET, TOP SECRET, TOP SECRET SCI, etc.) will be determined as needed at the individual TO level.

8.3 Homeland Security Presidential Directive -12 (HSPD-12)

When a Contractor or its subcontractors (for clarity, see FAR Part 42 - Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a Prime Contractor or another subcontractor) are required to physically access a Federally-controlled facility or access a Federal information system, the Contractor shall comply with agency personal identity verification procedures in task orders that implement Homeland Security Presidential Directives-12 (HSPD-12). Task orders issued under the contract will contain specific screening and credentialing information.

9.0 Task Order Personnel

The Contractor shall provide fully trained and experienced personnel required for performance under task orders awarded under the Master Contract. The Contractor shall train contractor personnel, at its own expense, except when the TOCO has given prior approval for specific training to meet special requirements that are peculiar to a particular task order. Except as otherwise provided in an individual task order, the Contractor shall, at its own expense, be responsible for obtaining any and all licenses, certifications, authorizations, approvals, and permits and for complying with any applicable Federal, national, state, and municipal laws, codes, regulations, and any applicable foreign work permits, authorizations, and/or visas in connection with the performance of any applicable task order issued under the Master Contract.

9.1 Security Clearances

Security clearances for contractor employees, including subcontractor employees, may require Confidential, Secret, Top Secret, Agency-Specific Clearances, and/or Special Background Investigations for Sensitive Compartmented Information or Special Access Programs. In such cases, the Contractor, at its own expense, is responsible for providing and maintaining personnel with the appropriate security clearances to ensure compliance with Government security regulations as specified in the individual task order. Task orders containing classified work may also include a Contract Security Classification Specification, (i.e., DD Form 254 or civilian agency equivalent). The Contractor shall fully cooperate on all security checks and investigations by furnishing requested information to verify the Contractor employee's trustworthiness and suitability for the position.

The Government has full and complete control over granting, denying, withholding or terminating security clearances for employees. The granting of a clearance shall not prevent, preclude, or bar the withdrawal or termination of any such clearance by the Government. All necessary facility and employee security clearances shall be at the expense of the Contractor. In some cases, Government offices that conduct background investigations do not have a means for accepting direct compensation from contractors and instead charge customer agencies for the background investigations. In these cases, the Contractor shall be flexible in establishing ways of reimbursing the Government for these expenses. The individual task order should specify the terms and conditions for reimbursement, if any, for obtaining security clearances.

Only those Contractors that meet the required security clearance levels on individual task order solicitations are eligible to compete for such task orders.

9.2 Ethics and Conduct

The Master Contract is strictly a non-personal services contract, which means the personnel rendering the services under awarded task orders are not subject, either by the contract's terms or by the manner

of its administration, to the supervision and control usually prevailing in relationships between the Government and its employees.

The Contractor shall not supervise, direct, or control the activities of Government personnel or the employee of any other Contractor. The Government will not exercise any supervision or control over the Contractor in the performance of contractual services. The Contractor is accountable to the Government for the actions of its personnel.

Contractor employees shall not represent themselves as Government employees, agents, or representatives or state orally or in writing at any time that they are acting on behalf of the Government. In all communications with third parties, the Contractor shall ensure that all contractor employees identify themselves as contractor employees and identify the name of the company for which they work and shall not carry out any direction that violates the terms and conditions of the Master Contract and task order.

The Contractor shall not discuss with unauthorized persons any information obtained in the performance of work under a task order, conduct business other than that which is covered by the task order, conduct business not directly related to the task order on Government premises, use Government computer systems and/or other Government facilities for company or personal business, recruit on Government premises, or otherwise act to disrupt official Government business.

The Contractor shall ensure that all of its employees, including subcontractor employees, are informed of the substance of this contractual requirement. If a Contractor believes any action or communication has been given that would create a business ethic or conduct violation, the Contractor shall notify the TOCO and PACTS III CO immediately of this communication or action.

The Contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, appearance, and integrity and shall be responsible for taking such disciplinary action with respect to employees as may be necessary.

9.3 Cooperation with Contractors on Government Sites

The Government may undertake or award other contracts or task orders for work at or in close proximity to the site of the work under task orders issued off the Master Contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under the Master Contract to accommodate the working environment, heeding any direction that may be provided by the TOCO. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other Contractor or by Government employees.

10.0 Organizational Conflicts of Interest

A PACTS III prime contractor may be a subcontractor to another PACTS III prime contractor on task orders solicited and awarded under the Master Contract; however, the TOCO may require that the Contractor sign an Organizational Conflict of Interest (OCI) Statement.

The Contractor shall be responsible for identifying and preventing personal conflicts of interest of their employees. The Contractor shall prohibit employees who have access to non-public information from using that information for personal gain.

The Contractor shall adhere to the guidelines and procedures of FAR Subpart 9.5 regarding OCI at the order level. In the event that a task order requires activity that would create an actual or potential conflict of interest, the Contractor shall immediately notify the TOCO of the conflict, submit a plan for mitigation, and not commence work until specifically notified by the TOCO to proceed; or identify the conflict and recommend to the TOCO an alternate approach to avoid the conflict. The TOCO will review the information provided by the Contractor and make a determination whether to proceed with the task order and process a request for waiver, if necessary.

10.1 Cross Teaming Limitations

To mitigate the risk of an OCI in accordance with FAR 42.1204(d), a PACTS III Contractor (including affiliates, divisions, subsidiaries, or joint venture participants) may only participate as a prime Offeror or subcontractor in the submission of one proposal in response to a specific task order. For example, if a PACTS III prime awardee who is a Joint Venture submits a proposal for a task order solicitation, a Contractor designated in the PACTS III IDIQ as a partner of the Joint Venture may not also propose to the same task order solicitation as an order-level first tier subcontractor or separate PACTS III prime Offeror.

Similarly, only one company within the same corporate structure (regardless of whether they are sharing resources from a parent company, affiliate, division, and/or subsidiary), may submit a proposal in response to a specific task order.

All offers violating these prohibitions are subject to rejection by the TOCO with no further evaluation.

11.0 On Ramping/Off Ramping of Contractors Post Contract Award

The government does not intend to utilize the on-ramp process independent of off-ramping procedures. However, the government reserves the right to on-ramp at any time to ensure adequate competition and mission needs.

The total number of contractors within any given functional category and socio-economic category may increase or decrease over the life of PACTS III for reasons such as, but not limited to, novation agreements, acquisition and mergers, or the Government's exercise of the off-ramp and on-ramp process. DHS may add or remove contractors to one or more of the PACTS III IDIQs at its discretion, based on the below criteria. DHS reserves the right to periodically review the need for and to determine whether it is in the Government's best interest to conduct on-ramping or unilateral off-ramping procedures to remove and/or add contractors to one or more of the PACTS III IDIQs to meet the Government's need. Only Offerors who have identified their offers to be valid throughout the entirety of the PACTS III period of performance will be eligible to be included on the reserve list for on-ramping as described in paragraph 11.0 (d) below. The DHS reserves the right to conduct an open season to publicly post and allow for new Offerors after the original solicitation closing date.

a. Unilateral off-ramping of contractors within functional categories and socioeconomic tracks will occur based on the following:

- (i) Re-certification concludes that the contractor has outgrown its size or socioeconomic status,
- (ii) Debarment, Suspension, or Ineligibility as defined in FAR Subpart 9.4,
- (iii) Unable to maintain an adequate accounting system throughout the entire period of performance of PACTS III, if the contractor previously claimed and was granted points for having an adequate accounting system upon award,
- (iv) Failure to accept or conform to program-wide terms and conditions, including modifications, determined to be necessary to fulfil the Government's objectives and maintain an equitable fair opportunity environment.

b. Unilateral off-ramping of contractors within functional categories and socioeconomic tracks may occur based on the following:

- (i) Poor performance documented at either the TO or IDIQ level with ratings of Marginal or Unsatisfactory,
- (ii) Failure to comply with requirements at the IDIQ level, as detailed in the Statement of Work (i.e. providing deliverables),
- (iii) Contractor has not met the Minimum Contract Sales Requirement IAW the section in Part III Terms and Conditions titled, "Minimum Contract Sales Requirement",
- (iv) The contractor is not adhering to FAR clauses: 52.219-3, 52.219-14, 52.219-27, 52.219-30, as applicable at the task order level,
- (v) The Government is unable to determine the contractor responsible in accordance with FAR Subpart 9.1 prior to exercising an option period.

c. Contract holders under multiple functional categories and/or socioeconomic tracks will only be off-ramped from the functional category(ies) and/or socioeconomic track(s) where the above conditions have occurred.

If any of the conditions apply to a member/partner and not the Small Business Teaming Arrangement (SBTA) itself, that member/partner shall be removed from that SBTA. In turn, the SBTA would be required to recertify, be determined responsible and provide an approved updated agreement to remain on the PACTS III contract as it was before the member/partner was removed. If the SBTA is unable to meet these requirements because of the member/partner being removed, then the SBTA itself will be off-ramped in its entirety. A SBTA may not add a member/partner so that it meets the recertification or responsibility requirements when a member/partner is off-ramped. However, it may add a member/partner if it has no effect on the SBTA recertification or responsibility requirements.

If an off-ramped contract holder is actively performing under any task order, the contractor will be required to continue to perform under the terms of the task order through either its completion (including any option periods) or termination at the task order level. Methods of off-ramping include but are not limited to the following:

- (i) The government not exercising the Option Period in accordance with FAR Part 17 for the applicable PACTS III contract holder, therefore letting the contract expire. For contracts where the government decides not to exercise the option, the government will provide a 30-day written notice prior to the end of the option period of its intention to off-ramp the contractor. Upon the awardee's receipt of written notification, the off-ramping contractor will not be allowed to actively participate in upcoming task order proposal requests that have not been issued as of the time of notification was received by the contractor.
- (ii) Termination as defined in FAR Clause 52.212-4 at any point during performance.

d. Bilateral on-ramping may occur at any time for any socioeconomic track within each Functional Category. The government may select a contractor from the reserve list utilizing a "next in line" approach for the purposes of on-ramping or conduct an open season to publicly post and allow for new Offerors after the original solicitation closing date.

To be eligible for on-ramping from the reserve list, prospective Offerors must identify at the time of submission that its offer is valid for the full PACTS III period of performance on its Volume I Cover Sheet, Attachment 16, section 17. Additionally, the Offeror will be required to re-certify its business size status based on the current size standards and confirm it meets all requirements in the FAR and supplemental regulations (i.e. 13 CFR 128.200, 13 CFR 124.513, 13 CFR 126.616, 13, CFR 127.506 or 13 CFR 128.402) to be considered for the functional category(ies) and socioeconomic track(s) that it originally proposed to prior to on-ramping. If the potential on-ramping contractor has outgrown its size status from the time of original offer submission, it will not be on-ramped, and the government will move to contractor that is next in line on the reserve list. If members/partners that were part of a SBTA at the time the original offer was submitted are no longer part of the SBTA, then the Offeror shall abide by the direction set forth in paragraph 11.0(c) above.

All prospective Offerors will be notified of its position on the reserve list using the notification stated in FAR Clause 52.212-1 Addendum, paragraph 2.5 of this solicitation. The DHS will conduct voluntary annual meetings with all eligible on-ramping Offerors to communicate the status of PACTS III and if on-ramping will occur. All prospective Offerors are responsible for ensuring the DHS has its most current contact information. If the DHS is not able to make contact using the information provided within a reasonable amount of time to meet mission needs, it may deem the prospective Offeror ineligible for on-ramping.

If on-ramping occurs and the Offeror on the reserve list that is next in line, does not meet all the qualifications outlined below for on-ramping, the Offeror on the reserve list for that grouping with the next highest claimed score will be considered. This process will continue until the Offeror that is next in line on the reserve list meets all the qualifications for on-ramping.

Once the Offeror on the on-ramping reserve list with the highest claimed score is identified, the DHS will consider its original proposal as a Preliminary Qualifying Proposal (PQP) (Ref. Addendum to 52.212-2, para. 2.2). The DHS will conduct an Acceptability Review (Ref. Addendum to 52.212-2, paras. 2.3 and 3.0) on the PQP, if one was not performed already and if passed, the Government will further evaluate its proposal that was originally provided in response to this solicitation, using the process outlined in the Addendum to 52.212-2, paragraph 2.0, Source Selection Process.

The government will conduct a contractor responsibility determination prior to on-ramping a new awardee. If determined responsible, the government will bilaterally award to the contractor. Upon award, the government will hold a post award conference with the on-ramped awardee, after which the proposed and accepted minimum quantity will be paid. On-ramped contracts will be made effective under the originally awarded PACTS III IDIQ terms and conditions. If any adjustments need to be made to the terms and conditions based on previous modifications made, the government will issue a bilateral modification to the newly effective contract making it consistent with existing contracts. The on-ramped contractor will immediately be able to compete for task orders within their functional and socio-economic category. The overall contract period of performance will not be extended for on-ramped contractors.

The DHS will notify all existing PACTS III awardees that new contractors have received awards within 30 days after contractors have been on-ramped. Newly on-ramped contractors are required to comply with their original proposed labor category pricing as well as the deliverable requirements in accordance with the PACTS III IDIQ SOW upon award.

12.0 Master Contract Ombudsman

A PACTS III Master Contract Ombudsman has been appointed to hear and facilitate the resolution of concerns from PACTS III contractors regarding Master Contract issues.

Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests). Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure. If resolution cannot be made by the contracting officer, the Contractor may contact the Master Contract Ombudsman:

Master Contract Ombudsman: <https://www.dhs.gov/competition-advocates-and-task-order-and-delivery-order-ombudsman>

13.0 Performance-Based Reference

Pursuant to FAR 37.102(a)(2), PACTS III task orders allow for performance-based acquisition methods to the maximum extent practicable using the following order of precedence:

1. A Firm-Fixed Price Performance-Based Task Order
2. A Performance-Based Task Order that is not Firm-Fixed Price
3. A Task Order that is not Performance-Based

14.0 Task Order Contract Types

FAR Part 16 identifies types of contracts. For PACTS III task orders, allowable contract types include:

- FAR Subpart 16.2 Fixed-Price Contracts and its various forms
- FAR 16.601 Time-and-Materials Contracts
 - Task orders that have identified travel costs will be treated as an “Other Direct Cost” in accordance with FAR 52.212-4 Alternate 1.
- FAR 16.602 Labor-Hour Contracts

Task orders may also incorporate FAR Subpart 17.1, Multiyear Contracting, and FAR Subpart 17.2, Options. PACTS III supports commercial requirements only. PACTS III does not allow agreements identified in FAR Subpart 16.7.

These contract types can be used individually or in combination within a single task order comprising multiple CLINs.

14.1 Requirements For Labor Under Time & Material and Labor Hour Task Orders

When preparing solicitations for Time and Material and/or Labor Hour task orders, the TOCO shall incorporate provision FAR Clause 52.216-31, Time-and-Materials/Labor-Hour Proposal Requirements— Commercial Item Acquisition in the task order solicitation.

T&M and LH task orders require labor categories and their associated rates to be identified in the task order award document. T&M and LH task orders with subcontracts that do not specify a labor category in the task order shall be proposed and awarded as Materials in accordance with FAR Clause 52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts.

15.0 Labor Categories

The Master Contract provides the flexibility to utilize labor categories for performance at Government and Contractor sites within the 50 United States, the District of Columbia, and outlying areas as defined within Federal Acquisition Regulation Part 2, specialized labor, Service Contract Labor Standards (SCLS), non-SCLS or any combination thereof, at the task order level. The TOCO is the authority that approves and establishes what kind of labor is appropriate for each task order requirement.

TOCOs have the following flexibilities regarding labor categories that may be utilized:

1. PACTS III standardized labor categories, or
2. Contractor proposed custom or specialized labor categories that are non-standard, or
3. TOCO-directed, non-standard custom or specialized labor categories that are customized to the requirement.

15.1 Service Contract Labor Standards

When Service Contract Labor Standards are within the scope of the Master Contract and task order, wage rate requirements shall be implemented in accordance with FAR Subpart 22.10 and other applicable regulatory supplements. The TOCO shall identify such work in the task order solicitation and apply the wage determination according to regulations.

The Department of Labor is responsible for issuing wage determinations reflecting prevailing wages, including fringe benefits. Contractors performing on task orders where service contract labor standards apply shall pay their employees at least the wages and fringe benefits found by the DOL to prevail in the locality of the work being performed, the Fair Standards Labor Act, and/or any applicable collective bargaining agreement.

The Master Contract does not include a complete list of clauses or provisions that flow down to the task order level requirements. The TOCO shall incorporate all the appropriate clauses and provisions in each task order solicitation and subsequent award when service contract labor standards apply. When applicable, the TOCO shall incorporate wage determinations subject to wage rate requirements in the task order award.

Wage determinations incorporated into the TO upon award of the base and any options will be effective as of the date the wage determination is incorporated into the TO. No labor or health and wellness rate escalation shall be included in proposed rates for SCLS covered labor categories in accordance with FAR Clause 52.222-43(b). Changes in labor rates after the award of a TO and subsequent options as a result in a change in a wage determination for SCLS covered labor categories will be evaluated in accordance with FAR Clause 52.222-43. Changes in labor rates after award of a TO as a result in a change in an Executive Order will be evaluated in accordance with FAR Clause 52.222-55.

15.2 Non-Service Contract Labor Standards

Task orders may include labor categories that are exempt from SCLS as they are considered bona fide executive, administrative, and professional labor. These labor categories will be identified as exempt from SCLS on the individual task order. Exemption from SCLS is identified in 41 U.S.C 67.

16.0 Re-Representation

16.1 Post Award Small Business Program Rerepresentation

In addition to the requirements outlined in FAR clause 52.219-28, Post-Award Small Business Program Rerepresentation (Sep 2023) and its Alternate I, the contractor is required to rerepresent its size and socioeconomic status 120 days prior to the completion of the PACTS III base ordering period and any optional ordering period thereafter.

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 PACTS III Primary NAICS Code for its respective Functional Category and associated CLIN(s) awarded under the Contractor's Master Contract, without regard to the date upon which its size status changed.

When the rerepresentation identifies a status other than a small business or a contractor no longer has the same small business program status as that which qualified them for their functional category and track award, the option period for the affected contractor will not be exercised in accordance with FAR 52.217-9. Although the contractor's option period will not be exercised and it will not be eligible for new work under PACTS III, it is required to complete all existing task orders. Once complete, the contractor will be deemed off-ramped due to the absence of an exercised option.

If any of the members/partners that were part of a SBTA that was awarded the contract no longer exist, the requirement outlined in paragraph 11.0(c) above shall be followed.

16.2 Mergers, Acquisitions, Novations, And Change-of-Name Agreements

If the Contractor identifies a successor in interest to its Government contract(s) when its assets are transferred (e.g. by merger, acquisition, or other transaction), recognizes a change in its name, executes novation agreements (FAR 42.1204), change-of-name agreements (FAR 42.1205), or any other agreements that change the status of the Contractor, the Contractor shall notify the PACTS III ACO in writing within 30 days.

Title 41 U.S.C. 6305 prohibits the transfer of Government contracts from an awardee to a third party. Government contracts cannot be bought and sold. However, DHS may, when in its interest, novate an awardee's contract to a third party when there is a transfer of all of the awardee's assets or the entire portion of the assets involved in the performance of the Master Contract. In a services contract, assets are generally defined as personnel performing work under the contract being transferred. For companies with task order awards, assets refer to all of the personnel performing those task orders as well as the personnel performing at the Master Contract level (e.g., the COCM and COPM). For companies without task order awards, assets are defined as personnel performing at the Master Contract level only (e.g., the COCM and COPM).

For a novation to be considered, and depending on the status of the contractor's novation, the firm must submit the following documentation:

- (i) Where the PACTS III ACO is the responsible ACO in accordance with FAR 42.1202, the company shall submit a novation agreement with all the required legal elements in accordance with FAR 42.1204(e). The novation agreement shall include the transfer of personnel performing work under the Master Contract and any awarded task orders, as applicable. OR
- (ii) Where a CO other than the PACTS III ACO is responsible in accordance with FAR 42.1202, the company shall provide a copy of the executed novation agreement to the PACTS III ACO along with a signed copy of the Standard Form (SF) 30 that incorporates a summary of the agreement and includes a complete list of the affected contracts.
 - a. The company shall complete post-award small business re-representation as outlined in paragraph 16.1 of this section.
 - b. When considering whether to recognize a third party as a successor in interest to the Master Contract, the PACTS III ACO shall identify and evaluate any significant organizational conflicts of interest in accordance with FAR subpart 9.5.
- (iii) If the PACTS III ACO determines that a conflict of interest exists, but that it is in the best interest of the Government to approve the novation request, one of the original contracts will be off-ramped.

For mergers and acquisitions that do not require novation, the contractor shall notify the PACTS III CO in writing and complete post-award small business re-representation.

If the existing Contractor has submitted any outstanding task order proposals, the Contractor must notify the TOCO(s) of the merger, acquisition, or novation and resulting business size and socioeconomic status within five (5) calendar days. This notification is required for all mergers and acquisitions whether or not a novation is required. If a task order solicitation was set-aside for small business or a specific socioeconomic concern, and, post- merger, acquisition, or novation, the company would not be eligible in accordance with the applicable size standard and/or socioeconomic status, the TOCO has the discretion to eliminate the Contractor's offer from consideration for task order award.

For a change-of-name agreement to be processed by the PACTS III ACO, the Contractor shall submit a written request to the PACTS III ACO including the following:

- a. Where the PACTS III ACO is the responsible ACO in accordance with FAR 42.1202, a change-of-name agreement with all the required legal elements in accordance with FAR 42.1205(a) in writing. OR
- b. Where a ACO other than the PACTS III ACO is responsible in accordance with FAR 42.1202, a copy of the executed change-of-name agreement along with a list of all affected contracts.

Upon execution of a novation or change-of-name agreement, the Contractor shall update its profile in all applicable Government systems.

17.0 Contractor Accounting System

To qualify to perform Labor Hour or Time and Material efforts, the Offeror must provide the evidence below. If not, then the Offeror will be restricted to Firm-Fixed Price task orders. If a SBTA that is a Joint Venture, to include Mentor Protégés as defined in FAR provision 52.207-6 is performing LH or T&M work and a partner is solely responsible for accounting and billing of all the Joint Venture's effort on this contract, then the responsible partner's accounting system must be adequate. If a SBTA that is the type as defined in 52.207-6(a)(1)(ii) is performing LH or T&M work, the Prime Contractor of that SBTA must have an adequate accounting system.

Only those contractors that received credit for having an adequate accounting system at the time PACTS III was awarded are required to maintain an adequate accounting system throughout the life of PACTS III. Only Contractors that have an adequate accounting system based on the standards below may be eligible to received T&M or LH task orders.

Evidence of an adequate accounting system shall include a written opinion or other statement from the cognizant federal auditor (CFA) or the cognizant federal agency official (CFAO).

For Offerors that do not have an opinion from a CFA or CFAO, a written opinion from the Offeror's certified public accountant (CPA) firm can be provided. If the Offeror is using a CPA's opinion, it shall state that the labor and material accounting system complies with the requirements applicable to labor and material in the Defense Contract Audit Agency Pre-Award Survey of Prospective Contractor Accounting System, SF 1408. The compliance with this requirement will be confirmed by the CPA firm

providing affirmative responses to questions 1, 2(a)(b), (d)-(f), (h) and (i) on the SF 1408 (Ref. SF 1408 Example, Attachment 20).

18.0 Ordering Procedures

All task orders under PACTS III must be:

1. Solicited and awarded by an TOCO with the authority to award contracts for the DHS
2. Be within the scope of the Statement of Work, Attachment 1 and all other terms and conditions of the PACTS III.
3. Identify the applicable labor categories in accordance with PACTS III
4. Comply with the ordering procedures in FAR Subpart 16.505, Ordering, and other applicable agency specific regulatory supplements.

The TOCO must tailor all optional clauses, provisions, and other applicable terms and conditions specific to the task order solicitation and award. Note: Master Contract terms and conditions take precedence over any conflicting task order terms and conditions.

All costs associated with the preparation, presentation, and discussion of the Contractor's proposal in response to a task order solicitation will be at the Contractor's sole and exclusive expense, and each task order will be funded by the ordering agency at the task order level.

18.1 Functional Category Selection

The Functional Categories are organized by functional groupings of related services. TOCOs shall select the appropriate Functional Category and associated Product Service Code (PSC) for its task order solicitation based upon the preponderance of work in the requirement being solicited.

Additionally, the TOCO is required to use the NAICS code assigned to the Functional Category on its task order. While requirements may contain functional elements that overlap multiple NAICS codes, only a single NAICS code may be solicited for any single requirement. Although a representative NAICS code is necessary for solicitation response, that NAICS code does not limit the kind of work that a Contractor may be able to perform within the Functional Category.

18.2 Set-Asides Based on Socioeconomic Group

PACTS III includes four (4) separate and distinct tracks for SDVOSB, WOSB, HUBZone and 8(a). The TOCO will conduct market research in accordance with FAR Part 10 for each requirement to determine which track is best suited to meet the Component's needs. Sole source awards can be made in accordance with the FAR and agency procedures.

18.3 Fair Opportunity

PACTS III has contract award groups in four (4) socio-economic tracks identified above, across three (3) separate functional categories. Ordering on PACTS III requires that each Contractor within one functional category and selected socioeconomic track be provided a fair opportunity to be considered for an individual task order exceeding the micro-purchase threshold, unless one of the exceptions at FAR 16.505(b)(2) applies. Determination of which functional category and socioeconomic track will be used is at the discretion of the TOCO. For example, if the 8(a) track within the Engineering functional category is selected, the fair opportunity will be provided only to the Contractors within the 8(a) track of the Engineering functional category.

Pursuant to FAR 13.202 and 16.505(b)(1)(i), the TOCO may make an award, at or under the micro-purchase threshold, without seeking competitive quotations.

18.4 Task Order Protests

All task order protests shall follow the procedures in FAR 16.505(a)(10).

18.5 Ordering Via Use of Government-Wide Purchase Cards

In addition to the use of task orders, the Contractor shall accept orders under this contract via the use of Government-wide purchase cards. No separate fee shall be charged for use of Government-wide purchase cards. The Contractor shall establish or utilize a tracking system for orders under this contract that are capable of making a distinction between task orders, and orders issued using a Government-wide purchase card. The system shall also be able to make a distinction between which agency used the Government-wide purchase card to issue the order.

18.6 Work Completion Reporting

If FAR clauses 52.219-3, 52.219-14, 52.219-27 or 52.219-30 apply to a task order, the TOCO will monitor the contract awardee's performance at the task order level to ensure it is adhering the applicable clause. The PACTS III ACO may use this information when conducting its contractor assessment prior to exercising an option period. In the event, a contract awardee does not adhere to the requirements of these clauses at the task order level, it could be grounds for not exercising the contractor's option period in accordance with paragraph 11.0 of this section.

To ensure that the required percentage of work is performed by the contractors outlined in the clauses stated above, contractors must demonstrate that it has achieved the required percentage for each task order, as applicable and described below:

a) Per FAR clause 52.219-3(e), a HUBZone joint venture agrees that, in the performance of the contract, **at least 40 percent of the aggregate work performed by the joint venture shall be completed by the HUBZone small business parties to the joint venture.** Work performed by the HUBZone small business party or parties to the joint venture must be more than administrative functions.

b) Per FAR clause 52.219-14,

(1) By submission of an offer and execution of a contract, the Contractor agrees that in performance of a contract assigned a North American Industry Classification System (NAICS) code for—

Services (except construction), **it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities.** Any work that a similarly situated entity further subcontracts will count towards the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both

services and supplies, the 50 percent limitation shall apply only to the service portion of the contract (FAR Clause 52.219-14(e)(1)).

(2) A joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (e) of this clause will be **performed by the aggregate of the joint venture participants** (FAR Clause 52.219-14(g)).

(i) In a joint venture comprised of a small business protégé and its mentor approved by the Small Business Administration, the small business **protégé shall perform at least 40 percent of the work performed by the joint venture**. Work performed by the small business protégé in the joint venture must be more than administrative functions (FAR Clause 52.219-14(g)(1)).

(ii) In an 8(a) joint venture, the **8(a) participant(s) shall perform at least 40 percent of the work performed by the joint venture**. Work performed by the 8(a) participants in the joint venture must be more than administrative functions (FAR Clause 52.219-14(g)(2)).

c) Per FAR clause 52.219-27(e), in a joint venture that complies with paragraph (f) of this clause, **the service-disabled veteran-owned small business party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture**. Work performed by the service-disabled veteran-owned small business party or parties to the joint venture must be more than administrative functions.

d) Per FAR clause 52.219-30(e), in a joint venture that complies with paragraph (d) of this clause, **the WOSB party or parties to the joint venture shall perform at least 40 percent of the work performed by the joint venture**. Work performed by the WOSB party or parties to the joint venture must be more than administrative functions.

For the PACTS III IDIQ, the percentages of work completion stated in each clause above applies to each individual task order.

As a condition for final payment for each task order that is subject to the clauses above, the contractor shall submit a report to the TOCO demonstrating its compliance with the conditions in the applicable FAR clauses above. The report may be in the contractor's format but must include sufficient data to be acceptable to the ordering CO.

The task order-level CO may also require the contractor to submit, as a deliverable, a monthly report that tracks performance which will help confirm compliance of the applicable clauses.

In addition to reporting at the task order level, the Contractor shall also report its compliance with the applicable FAR clauses at the PACTS III IDIQ level annually, on the anniversary of contract award. The annual report shall be submitted to the IDIQ ACO.

19.0 Invoicing Procedures

19.1 Minimum Quantity Invoicing Instructions

These instructions only apply to the invoices submitted for the PACTS III IDIQ minimum quantity which is the payment for attending the Post Award Conference.

In accordance with FAR 52.212-4(g)(1), invoices shall be submitted either by emailed or mailed as instructed below in (a) or (b).

(a) The preferred method for invoice submission is electronically. Electronic invoices shall be submitted in Adobe pdf format with each pdf file containing only one invoice. The pdf files shall be submitted electronically to USCISInvoice.Consolidation@ice.dhs.gov with each email conforming to a size limit of 500 KB.

(b) If a paper invoice is submitted, mail the invoice to:
USCIS Invoice Consolidation
PO Box 1000
Williston, VT 05495
(802) 288-7600

(c) Direct payment inquiries to I.C.E. Financial Operations, (877) 491-6521.

The invoice must reflect the total amount stated in the contractor's PACTS III contract award, Contract Line Items Number (CLIN) 0002. After submission of the invoice for payment, it will be reviewed and approved by the PACTS III ACO.

19.2 Task Order Invoicing

Each TO will include instructions as to how the awardee shall invoice for that specific TO.

20.0 Minimum Contract Sales Requirements

PACTS III Contractors are expected to actively participate by providing competitive offers in response to PACTS III task orders, when it can complete the scope of work detailed in the solicitation. The Government will assess the PACTS III contractor's participation prior to the end of the base period and all option periods thereafter of the PACTS III IDIQ.

Some of the history that the PACTS III ACO will review to determine if the contractor is actively participating by providing competitive offers include but is not limited to:

- a) How many task order RFPs has the contractor responded to?;
- b) Are the prices offered competitive with the other offers or were they exorbitantly high or extremely low?;
- c) For the solicitations the contractor did not respond to, did the rationale provided in the no-bid report provide good reasoning for not responding?

If the result of this assessment reflects the PACTS III contractor has not been actively participating by providing competitive offers it may be grounds to off-ramp the contractor in accordance with Part III, paragraph 11.0.

21.0 No Bid Report

The Contractor shall provide a no bid report on a quarterly basis. The report shall include all data required as represented within the No Bid Report template form provided as Attachment 6 no later than the 15th of the month following the quarter being reported on. The report shall be submitted via e-mail to the IDIQ contract ACO and IDIQ contract COR via the mailbox **_TBD_**. The subject line of the email shall be annotated with – [Contractor Name] PACTS III No Bid Report [Quarter/ Year]

Each quarterly reporting period is defined as follows:

| Quarter | Reporting Period | Due Date |
|----------------|-------------------------|-----------------|
| 1st Quarter | October 1 – December 31 | January 15 |
| 2nd Quarter | January 1 – March 31 | April 15 |
| 3rd Quarter | April 1 – June 30 | July 15 |
| 4th Quarter | July 1 – September 30 | October 15 |

22.0 PACTS III IDIQ Contractor Labor Category Pricing (Attachment 3)

22.1 Labor

All individual TOs issued for services to be performed within the 50 United States, the District of Columbia, and outlying areas as defined within Federal Acquisition Regulation Part 2 will be priced in accordance with the ceiling hourly labor rates set forth in the Contractor's Labor Category Pricing, Attachment 3. The labor rates in the Contractor's Labor Category Pricing, Attachment 3 reflect the maximum fully burdened labor rates for each labor category that may be proposed or utilized in TOs issued under PACTS III. The fully burdened labor rates set forth in the Contractor's Labor Category Pricing, Attachment 3 do not include overtime compensation for Wage Determination applicable labor categories subject to the SCLS. The fully burdened hourly rates are ceiling rates, and the Contractor may, at its discretion, elect to propose lower hourly rates for individual TOs.

Under no circumstances shall the Contractor propose or provide invoices for hourly labor rates above the labor rates set forth in the Contractor's Labor Category Pricing, Attachment 3, regardless of order type. The exceptions to the fully burdened labor rates in the Contractor's Labor Category Pricing, Attachment 3 are (1) required upward rate adjustments based on SCLS Wage Determination Indices changes, and (2) required upward rate adjustments based on overtime compensation for Wage Determination applicable labor categories.

The Contractor's Labor Category Pricing, Attachment 3 provides fully-burdened hourly rates for each labor category. When responding to a TO Request for Proposal, regardless of TO type, the Contractor shall identify both Prime and SBTA Member/Partner (i.e., Subcontractor) labor using the PACTS III Labor Categories that apply. The fully burdened labor rates include all direct, indirect, general and administrative, overhead costs, and profit associated with providing the required skill. The rate of compensation for overtime pay premiums will be specified at the task order level. For Wage Determination applicable labor categories, if overtime is required at the TO level, overtime will be

compensated in accordance with the SCLS and the Fair Labor Standards Act and prescribed in the Code Of Federal Regulations (-CFR) Title 29: Labor §778—OVERTIME COMPENSATION. The general overtime pay standard requires that overtime must be compensated at a rate not less than one and one-half times the regular rate at which the employee is actually employed. The regular rate of pay at which the employee is employed may in no event be less than the statutory minimum. Guidance on how overtime for SCLS covered wages is proposed and invoiced in a TO response will be specified in the TORFP.

(a) Government Site Rates: When performing at Government sites, the Contractor shall provide services at or below the fully-burdened labor rates indicated in its Contractor Labor Category Pricing, Attachment 3. The Government will provide office space, furniture, and office equipment and supplies, as described in paragraph 2.0, Government Property of this section, and as specified in the individual TOs.

(b) Contractor Site Rates: When performing at a Contractor site, the Contractor shall provide services at or below the fully-burdened labor rates indicated in its Contractor Labor Category Pricing, Attachment 3, which include loads for office space and all normal supplies and services required to support the work. This includes, but is not limited to, telephones, faxes, copiers, personal computers, postage (to include courier services such as Federal Express), ordinary business software (e.g., word processing, spreadsheets, graphics, etc.), and normal copying and reproduction costs.

22.2 Escalation

The labor rates in the Contractor Labor Category Pricing, Attachment 3 will be based on an annual escalation factor of 3.0% beginning with the first option year. This escalation factor will be used by all Offerors and cannot be changed unless the circumstances outlined in paragraph 22.1, Labor above exist.

The DHS derived the 3% applied escalation factor from Global Insight which used historical inflation factors from the Bureau of Labor Statistics (BLS) applicable to professional services in the United States to make projections over the next fifteen (15) years. The applied escalation factor will be revisited prior to the exercise of each option period and at any time the DHS deems necessary. The established ceiling rates in the awarded contract will only be adjusted upwards to reflect changes in escalation that are greater than the currently applied escalation factor. Conversely, if updates to Global Insight are equal to or even fall below the currently applied escalation factor, the Contractor's Labor Category Pricing, Attachment 3 will remain unchanged.

MASTER CONTRACT ATTACHMENTS

- 1) Statement of Work dated October 17, 2023
- 2) Functional Category NAICS/PSC Relationships
- 3) Contractor Labor Category Pricing
- 4) Bureau of Labor Statistics Standard Occupational Classifications
- 5) Transactional Data Report (TDR) Template
- 6) No-Bid Report

REQUEST FOR PROPOSAL ATTACHMENTS *(Will be removed after award)*

- 7) Self-Scoring Sheet(s)/Workbook(s)
- 8) DHS Labor Category Pricing
- 9) Proposal Organization and Naming Convention Guide
- 10) Proposal Compliance Checklist
- 11) Self-Scoring Sheet Instructions
- 12) Qualifying Projects Examples
- 13) FPDS-NG Sample
- 14) Project Verification Form
- 15) Solicitation Question and Answer Form
- 16) Volume I Cover Sheet
- 17) Individual Project Cover Sheet
- 18) Computing Obligated Project Dollars
- 19) Period of Performance Examples
- 20) SF 1408 Example

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PART IV – SOLICITATION PROVISIONS, INSTRUCTIONS & EVALUATION

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998)

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

<http://www.acquisition.gov/far>

(End of provision)

| FAR | TITLE | DATE |
|-----------|---|----------|
| 52.203-11 | Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions | Sep 2007 |
| 52.203-18 | Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation | Jan 2017 |
| 52.204-6 | Unique Entity Identifier | Oct 2016 |
| 52.204-7 | System for Award Management | Oct 2018 |
| 52.204-16 | Commercial and Government Entity Code Reporting | Aug 2020 |
| 52.204-17 | Ownership or Control of Offeror | Aug 2020 |
| 52.207-6 | Solicitation of Offers from Small Business Concerns and Small Business Teaming Arrangements or Joint Ventures (Multiple-Award Contracts). | Dec 2022 |
| 52.212-1 | Instructions to Offerors—Commercial Products and Commercial Services | Sep 2023 |

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Addendum to FAR 52.212-1, Instructions to Offerors—Commercial Products and Commercial Services

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1.0 PACTS III Structure and Objectives

1.1 Structure and Objectives

The PACTS III Multiple Award IDIQ may consist of approximately eight (8) separate and distinct IDIQ contracts designated under each of the following four (4) small business set-aside programs for each of the three (3) functional categories: FC1, Administrative Management and General Management Consulting Service; FC2, Office Administrative Services and FC3, Engineering Services. Each FC has a primary NAICS code assigned respectively, FC1, 541611; FC2, 561110 and FC3, 541330.

- Service-Disabled Veteran-Owned Small Business (SDVOSB)
- Woman-Owned Small Business (WOSB)
- HUBZone Small Business
- 8(a) Small Business

The DHS anticipates making an estimated eight (8) contract awards within each FC and small business socioeconomic track to ensure beneficial competition occurs at the task order level while maximizing the effectiveness and efficiency of PACTS III. Of the eight (8) contract awards, the Government estimates two (2) will be provided to each type of Offeror as defined in paragraph 1.3 below for each of the four (4) tracks within each of the three (3) individual functional categories.

The government reserves the right to award less than the estimated number of contracts or none under any of the small business set-aside programs if it is in the best interest of the DHS. Proposal submission and evaluation details are further provided within this solicitation.

For illustration purposes, the following provides a simplified visual depiction of the PACTS III small business strategy:

Table 1. Functional Category 1 Small Business Strategy

| Functional Category 1 | Administrative Management and General Management Consulting Service | | | |
|-------------------------------|--|-----------|-----------|----------|
| Description | Management support (Financial planning, records management, office planning, strategic/organizational planning, management advisory services, general management consultants); Support Services and Program Management | | | |
| Primary NAICS Code | 541611 | | | |
| SB Size Standard | \$24.5M | | | |
| Track | SDVOSB | WOSB | HUBZone | 8(a) |
| FAR Reference | FAR 19.14 | FAR 19.15 | FAR 19.13 | FAR 19.8 |
| Anticipated No. of Awards | 8 | 8 | 8 | 8 |
| Prime Contractor* | 2 | 2 | 2 | 2 |
| SBTA: Joint Venture* | 2 | 2 | 2 | 2 |
| SBTA: Prime/Subcontractor(s)* | 2 | 2 | 2 | 2 |
| SBTA: Mentor Protégé* | 2 | 2 | 2 | 2 |

*Reference addendum to 52.212-1, para. 1.3 for definition

Table 2. Functional Category 2 Small Business Strategy

| Functional Category 2 | Office Administrative Services | | | |
|------------------------------|---|-----------|-----------|----------|
| Description | Word Processing/Typing, Paper Shredding, Transcription, Stenographic; Contract/Procurement/Acquisition Support; Court Reporting; Mailing/Distribution, Courier/Messenger; Communications and Interpreting | | | |
| Primary NAICS Code | 561110 | | | |
| SB Size Standard | \$12.5M | | | |
| Track | SDVOSB | WOSB | HUBZone | 8(a) |
| FAR Reference | FAR 19.14 | FAR 19.15 | FAR 19.13 | FAR 19.8 |
| Anticipated No. of Awards | 8 | 8 | 8 | 8 |
| Prime Contractor | 2 | 2 | 2 | 2 |
| SBTA: Joint Venture | 2 | 2 | 2 | 2 |
| SBTA: Prime/Subcontractor(s) | 2 | 2 | 2 | 2 |
| SBTA: Mentor Protege | 2 | 2 | 2 | 2 |

Table 3. Functional Category 3 Small Business Strategy

| Functional Category 3 | Engineering Services | | | |
|------------------------------|---|-----------|-----------|----------|
| Description | Program Management Support (Preponderance of work is Engineering); Program Evaluation/Review/Development, and Operations Research/Quantitative Analysis; Environmental Management; Training and Support for Systems Engineering; Mechanical Engineering Services; and Technical Writing | | | |
| Primary NAICS Code | 541330 | | | |
| SB Size Standard | \$25.5M | | | |
| Track | SDVOSB | WOSB | HUBZone | 8(a) |
| FAR Reference | FAR 19.14 | FAR 19.15 | FAR 19.13 | FAR 19.8 |
| Anticipated No. of Awards | 8 | 8 | 8 | 8 |
| Prime Contractor | 2 | 2 | 2 | 2 |
| SBTA: Joint Venture | 2 | 2 | 2 | 2 |
| SBTA: Prime/Subcontractor(s) | 2 | 2 | 2 | 2 |
| SBTA: Mentor Protege | 2 | 2 | 2 | 2 |

1.2 Approach

PACTS III will establish a flexible and responsive capability to meet our customers' needs by providing a base of pre-qualified contractors who can be rapidly accessed through both competitive and noncompetitive methods, as appropriate, to provide the required services described in the PACTS III Statement of Work, Attachment 1. Each task order will specifically define the services required to be delivered by the contractor.

The Government anticipates award in August 2024. The period of performance is 15 years and is defined as the total ordering and delivery period. The maximum ordering period for PACTS III is ten (10) years. The ordering period is defined as the time that tasks orders can be issued under this contract. The ordering period is broken out as follows: one (1), three (3)-year base, plus three (3), two (2)-year options and one (1), one (1)-year option, if exercised. Task orders may be issued at any time during the ordering period and may have a period of performance that extends to up to five years beyond the date of issuance. For example, if the ordering period for the IDIQ ends on August 10, 2034 (10-years after the award of the IDIQ) and a task order is issued on August 10, 2034, the task order may include options to extend services, whereby all services must be rendered by August 9, 2039.

Offerors must receive a basic contract award to be eligible to receive a task order award. In accordance with FAR 16.504, the minimum quantity will be obligated via orders issued after announcement of successful Offerors. The minimum quantity will be fulfilled by paying the awardee its proposed price for attending the Post Award Conference (PAC). The aggregate ceiling of PACTS III is \$8.4B.

1.3 Proposal Preparation Instructions

1.3.1 General

This section provides general guidance for preparing proposals, as well as specific instructions on the format and content of the proposal.

Under PACTS III, interested small businesses will be able to submit one (1) proposal from each Offeror for each Functional Category. The Offeror is not required to submit a proposal for all three Functional Categories but rather only the ones it qualifies for and would like the DHS to consider. For example, if the Offeror would like to be considered for Functional Categories 1 and 2, the Offeror shall submit two, separate and distinct proposals, one for each Functional Category.

An “Offeror” is as a Prime Contractor which is a single entity contractor without subcontractors or subsidiaries, or a type of SBTA as defined in FAR Provision 52.207-6. The three (3) separate types of SBTAs defined in FAR provision 52.207-6 are:

- a) Two or more small businesses in a joint venture, herein referred to as Joint Venture (JV) (52.207-6(a)(1)(i);
- b) A small business offeror with one or more small business subcontractors, herein referred to as Prime/Subcontractor(s) (52.207-6(a)(1)(ii);
- c) A Mentor/protégé joint venture, herein referred to as Mentor/Protege (52.207-6(a)(2)(i).

Offerors proposing as a Prime/Subcontractor(s) type of SBTA, shall only include those subcontractors that will be used at the first tier of its organization. Offerors that are “New Entrants” as defined in the Office of Management and Budget (OMB) Memorandum,

Creating a More Diverse and Resilient Federal Marketplace through Increased Participation of New and Recent Entrants (M-23-11) are encouraged to participate in the PACTS III solicitation.

Each, one (1) proposal shall include all the contents required by this solicitation to include but not limited to, completed provisions/clauses and one or a set of self-scoring sheet(s)/workbook(s) and all documentation to support the claims in the self-scoring sheet(s)/workbook(s). If the Offeror is a SBTA all projects claimed by all the partners/members of the SBTA shall be included within the same self-scoring sheet(s)/workbook(s) and not separate self-scoring sheet(s)/workbook(s) for each partner/member.

If the Offeror elects to be considered for more than one of the four (4) socioeconomic tracks within a Functional Category on the Volume I Cover Sheet, Attachment 16, section 14, the same one (1) proposal that is provided for each Functional Category will be used and evaluated amongst the other like Offerors within the respective socioeconomic tracks. The Offerors shall only provide a separate proposal for each Functional Category and not a separate proposal for each track within the Functional Category(ies) it would like the DHS to consider.

Alternate proposals are not acceptable. Non-conformance with the instructions provided in these Instructions to Offerors (ITO) may result in a grossly deficient proposal evaluation and may render the proposal ineligible for award. Although not mandatory, Offerors are highly encouraged to use the Proposal Organization Guide and Naming Conventions, Attachment 9 and the Proposal Compliance Checklist, Attachment 10 as guides to prepare its proposal(s).

The proposal shall be clear and concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. Offerors shall assume that the Government has no prior knowledge of their facilities and experience, and that the Government will base its evaluation on the information presented in the Offeror's proposal. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are unnecessary and are not desired.

Offerors are advised that the costs of any response to or otherwise incurred because of responding to this proposal request are not chargeable to this proposal effort.

In accordance with FAR Subpart 4.8 (Government Contract Files), the Government will retain one (1) digital copy of all unsuccessful proposals.

1.3.2 Proposal Validity Period

The minimum proposal acceptance period is 365 calendar days from the date the proposal is submitted. The Offeror must affirm its proposal is valid for 365 calendar days by selecting, at a minimum the option "365 Calendar Days" in the Volume I Cover Sheet, Attachment 16, section 17. If the Offeror would like the DHS to consider it for future on-ramping, the Offeror shall extend the validity period of its proposal to the end of the period of performance of the PACTS III IDIQ by selecting "End of the POP of PACTS III" in the Volume I Cover Sheet, Attachment 18, section 17. (Ref. Part III, Paragraph 11.0 for more details). The Offeror must choose either "365 Calendar Days" or "End of the POP of PACTS III" in the Volume I Cover Sheet, Attachment 16, section 17 in order for the Offeror's proposal to be eligible for award.

1.3.3 Market Research Results

Below are the results of the survey that was completed in response to the first PACTS III draft RFP. The results from the second draft RFP were inconclusive; therefore, the results from the first draft PACTS III RFP were only used. Please note that significant changes have been made from the first draft RFP to the final RFP; therefore, the Government recommends that contractors do not solely rely on these results to decide whether to provide a proposal in response to the PACTS III solicitation.

Offerors are encouraged to populate the self-scoring sheet(s)/Workbook(s) on their own to assess its possibility to win and determine if it would like to submit a proposal for PACTS III. Although encouraged, the Offerors are to use this information being provided at their discretion and in no way is the DHS guaranteeing that the points for each FC/track will outcome as stated in the table below. If the points for each FC/track are different than what is displayed below during the source selection evaluation, the DHS shall not be liable for any impacts it may have on the Offerors ability to receive an award.

The Government received a total of 98 complete responses to the survey that accompanied the first PACTS III draft RFP. To develop these results, we applied the point system in the first PACTS III draft RFP to the number of projects Offerors stated it estimated to submit based on the first PACTS III draft RFP. We also provided points to those respondents that stated it would have an adequate accounting system or a Secret/Top-Secret facility clearance using the same methodology.

Once total scores were calculated, the respondents were arranged in separate groupings based on which Functional Category and socioeconomic track it would propose and the type of Offeror it would be.

The respondents total scores were then sorted from highest to lowest and the respondents with the two top scores in the groupings stated above were listed in the charts below. The scores listed in the charts below depicts the range of points associated with the highest technically rated Offerors for each FC and track based on the type of Offeror.

See Table on Following Page

Table 4. Market Research Results

| FC 1 | 8(a) | HUBZone | WOSB | SDVOSB |
|--|---------------|----------------|---------------|---------------|
| Prime Contractor | 3,844; 5,940 | 5,090; 5,940 | 2,096; 5,940 | 2,816; 5,940 |
| Small Business Teaming Arrangements | | | | |
| <i>Joint Venture</i> | 220; 388 | 388 | 220; 1,232 | 914; 5,708 |
| <i>Prime/Subcontractor(s)</i> | 158 | 158 | 158 | 888; 2,640 |
| <i>Mentor Protégé</i> | N/A | N/A | 3,734 | 3,734; 5,940 |
| FC 2 | | | | |
| Prime Contractor | 620; 1,938 | 468; 2,962 | 476; 2,962 | 1,740; 1,740 |
| Small Business Teaming Arrangements | | | | |
| <i>Joint Venture</i> | 84; 94 | 68; 84 | 94 | 136; 4,382 |
| <i>Prime/Subcontractor(s)</i> | 256 | 256 | 256 | 1,248; 2,820 |
| <i>Mentor Protégé</i> | N/A | N/A | N/A | 214; 4,788 |
| FC 3 | | | | |
| Prime Contractor | 5,820; 23,816 | 15,624; 23,816 | 4,520; 23,816 | 9,612; 23,816 |
| Small Business Teaming Arrangements | | | | |
| <i>Joint Venture</i> | 917; 1,726 | 675; 1,726 | 917; 1,732 | 122; 135 |
| <i>Prime/Subcontractor(s)</i> | 1,144 | 1,144 | 1,144 | 3,216; 9,960 |
| <i>Mentor Protégé</i> | N/A | N/A | N/A | 1,874; 23,816 |

2.0 General Information

2.1 Point of Contact(s) (POC) / Communications

Offerors requesting information regarding this solicitation shall only contact the PACTS III IDIQ Contracting Team at the e-mail address listed below. The PACTS III IDIQ contract Contracting Officer is the only individual authorized to contact Offerors and the only individual authorized to release information regarding the subject procurement. Contact to other government or non-government personnel that are associated with PACTS III is strictly prohibited and may result in exclusion from this solicitation. ALL **questions** associated with the subject solicitation shall be sent in writing to the email address listed below.

PACTSIII@uscis.dhs.gov

If requests are made to any other email address other than the one provided above, the DHS reserves the right to not provide a response.

2.1.1 Questions

Offerors are instructed to read the entire solicitation document, including all attachments and all questions and answers pertaining to this solicitation on sam.gov prior to submitting questions and/or preparing a proposal. Offerors that have questions pertaining to this solicitation shall only contact the PACTS III Contracting Team at the e-mail address listed in paragraph 2.1 above.

All questions or concerns regarding any aspect of this solicitation shall be submitted electronically and received by the above e-mail address no later than **5:00 pm Eastern Time on November 28, 2023**. ***Note: This is the estimated time for questions in response to the final RFP that is**

projected to be posted to sam.gov on November 17, 2023. Questions received in response to the third draft of the PACTS III RFP will not be accepted.

The subject line of the e-mail shall contain the following: “[Solicitation No.] - Questions.” Offerors shall clearly identify the specific section of the solicitation to which each question relates when submitting questions. Reference shall be made to the solicitation section heading, pdf. page number of the solicitation, specific location on the page (e.g. paragraph 2.3) in order to facilitate the Government’s response to each question. **Questions shall be submitted on the Solicitation Question and Answer Form, Attachment 15.**

Questions or concerns received after the stated date and time; not provided on the solicitation Question and Answer Form, Attachment 15; or sent to an email address other than the one identified under paragraph 2.1 above may not be considered by the Government.

Answers to such questions and clarifications will be provided via posting questions and answers (Q&As) and/or RFP amendments, if applicable on the SAM website (<https://sam.gov>). In the event of conflict between the answer to questions and the RFP exist, the RFP shall take precedence.

2.2 Discrepancies

If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror shall immediately notify the CO in writing with supporting rationale, as well as the remedies the Offeror is asking the CO to consider as related to the omission or error. The Offeror is reminded that the Government reserves the right, and it is the Government’s intent, to award this effort based on the initial proposal, as received, without discussions.

2.3 Electronic Reference Documents

All referenced documents for this solicitation are available on the SAM website (<https://www.sam.gov>). Potential Offerors are encouraged to subscribe for real-time e-mail notifications when information is posted to the website for this solicitation.

2.4 Proposal Organization

The Offeror shall prepare the electronic proposal as set forth in the Proposal Organization and Naming Convention Guide, Attachment 9. Each proposal shall contain all four volumes listed in this provision. The Offeror shall review the applicable paragraphs within each section to ensure it provides all documentation that is required by this solicitation. Although not mandatory, Offerors are encouraged to use the Proposal Compliance Checklist, Attachment 10 to ensure it has all the required documents in its proposal. If the proposal is not organized in accordance with Proposal Organization and Naming Convention Guide, Attachment 9 it may be deemed non-compliant and ineligible for award.

2.4.1 Page Limitations

There are no limits to the number of pages an Offeror can submit with its proposal.

2.4.2 Classified or Controlled Unclassified Information

No classified information is required or permitted in the Offeror’s response to this solicitation. Therefore, if an Offeror needs to provide classified information it shall be redacted and sanitized to

a level that is safe for unclassified transmission. In the event a password is required for access, the Offeror shall provide it to the email address identified in paragraph 2.1 above, separate from the document.

2.4.3 Table of Contents (TOC)

Each proposal shall include a TOC outlining each of the supporting documents that are included in the proposal in its entirety. In addition, Volume II shall include its own TOC outlining each project and the supporting documents for each project.

2.4.4 Glossary of Abbreviations and Acronyms

Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each, if applicable.

2.4.5 Marking

In accordance with FAR Clause 52.215-1(e), Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(a) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(b) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

2.4.6 Page Size and Format

Documents generated by the Offeror itself shall not exceed an 8.5 x 11 inches page size and the text size shall be no less than 12-point Times New Roman font. Any deviation from this requirement may result in a proposal that is ineligible for award. This does not apply to documents such as a Statement of Work or contract that was previously generated by a party other than the Offeror.

2.4.7 Proposal Submission

Electronic copies of each volume shall be submitted through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) suite at <https://piee.eb.mil/piee-landing/> . Proposals submitted by mail or hand-carried will not be evaluated. Proposals sent through proprietary or third-party File Transfer Protocol (FTP) sites will not be retrieved. It is the

responsibility of the Offeror to confirm receipt of proposals. For instructions on how to post an offer, please refer to the Posting Offer demo:

https://piectraining.eb.mil/wbt/sol/Posting_Offer.pdf.

The PIEE system provides receipts for submittal to both the DHS and the Offeror; therefore, the DHS does not intend on sending emails confirming receipt of the Offerors proposal. If the Offeror would like a receipt a receipt from the DHS, it is the Offeror's responsibility to request a receipt using the email address above. Users are required to submit proposals through PIEE, however, in the event that the Solicitation Module is down, the alternate method for proposal submission is via email to: PACTSIH@uscis.dhs.gov ONLY. The Offeror must obtain prior approval from the Contracting Officer to use the alternate submission method.

Offerors are responsible for ensuring electronic copies are virus-free and shall run an anti-virus scan before submission. Unless otherwise stated in this solicitation, documents shall be provided in Adobe Acrobat portable document file (pdf) or Microsoft Office Word and must be in searchable text format. All excel documents need to be searchable and in workable format. The Offeror shall not embed sound or video (e.g., MPEG) files into the proposal files. The solicitation portal PIEE does not support the use of self-extracting archive files (e.g., ZIP files), therefore this type of file may not be used and multiple files may be uploaded instead

The Self-Scoring Sheet(s)/Workbook(s), Attachment 7, shall be submitted in workable Excel format. All claims from the Offeror (including all partners/members) shall be contained within the same Self-Scoring Sheet(s)/Workbook(s) for each proposal. The Offeror shall populate only applicable cells of the spreadsheet as outlined in the Self-Scoring Sheet Instructions, Attachment 11. The Offeror shall request an additional Self-Scoring Sheet(s)/Workbook(s) from the DHS using the email address in paragraph 2.1 above, if it exceeds the 50-project allotment designated for each dollar range. If the Offeror adjusts or manipulates the Self-Scoring Sheet(s)/Workbook(s) in any way other than what is stated in the Self-Scoring Sheet Instructions, Attachment 11, the Offeror's proposal may be deemed grossly deficient and will render the proposal ineligible for award.

Electronic files shall be clearly identified for each volume, section, and item and be submitted in the area designated in the solicitation template in PIEE. The Proposal Organization and Naming Convention Guide, Attachment 9 mirrors the solicitation in PIEE; therefore, it is recommended the Offerors use this attachment as a guide.

2.4.8 Deadlines

The electronic submission shall govern for the purpose of submission, modification, and withdrawal of proposals as addressed in FAR 52.212-1 "Instructions to Offerors—Commercial Products and Commercial Services" and FAR 52.215-1 "Instructions to Offerors-Competitive Acquisition" (included by reference in this solicitation); this paragraph supplements that coverage. Offerors are responsible for submitting proposals and any proposal modifications/revisions by the date and time specified in the solicitation. Proposals submitted electronically will be considered "late" unless the Offeror completes the entire transmission of the complete proposal prior to the exact closing date and time established for receipt of proposals under this solicitation. Proposal transmission must therefore be completed **NLT 5:00 PM EDT, Wednesday, January 31, 2024**. Proposals received

after this exact time will NOT be considered unless it meets one of the exceptions stated in FAR 52.212-1(f)(3) or 52.215-1(c)(3).

2.5 Notifications to Unsuccessful Offerors / On-Ramping Reserve List

The CO will provide notice to the unsuccessful Offerors in accordance with FAR 15.503 prior to award and upon completion of negotiations and determinations of responsibility of the apparent successful PACTS III Offerors. This notification will also state whether the unsuccessful Offeror will be included in the reserve list for on-ramping and if so, which position it holds prior to the post-award Acceptability Review described in Part III, paragraph 11.0(d). After contract awards for PACTS III have been issued, the Government will conduct an Acceptability Review on the proposals from the ten (10) Offerors with the highest scores on the reserve list based on type of Offeror, socioeconomic track and Functional Category. Only if the Offeror's proposal is chosen to on-ramp will it be evaluated in its entirety, which if chosen will occur at that time. For example, if there are 30 Prime Contractor Offerors on the reserve list under FC1, SDVOSB track, the ten (10) offerors on the reserve list with the highest claimed scores from the total number of points stated on the Volume I Cover Sheet, Attachment 16, section 10 and cell D2 of the first, main sheet/tab of the applicable Self-Scoring Sheet(s)/Workbook(s) will go through an Acceptability Review. Results of this review will be shared with all offerors on the reserve list. In the event an offeror does not pass the Acceptability Review the process outlined in the addendum to 52.212-2, paragraphs 2.3 and 3.0, will be followed until there are ten (10) offerors on the reserve list for each type of Offeror within each FC and socioeconomic track that have passed the Acceptability Review.

2.6 Debriefings

Offerors excluded from the competition before award may request a pre-award debriefing before award in accordance with FAR 15.505. Offerors may request a post-award debriefing after the date on which that Offeror has received notification of contract award in accordance with FAR 15.506.

3.0 Volume I – Executive Summary

3.1 Content

A compliant proposal shall include a completed Volume I Cover Sheet, Attachment 16 in Volume I. A completed Volume I Cover Sheet shall include documenting **all** the information being requested in paragraphs (a) – (m) below in the appropriate space designated on the Volume I Cover Sheet, Attachment 16. In addition to the completed Volume I Cover Sheet, the Offeror shall also include information required by paragraphs (n) - (t) within Volume I, if applicable. The PACTS III team will only review the Volume I Cover Sheet, Attachment 16 and other required documents so please do not send any additional information other than what is being requested. If any of the information is missing in the Offeror's proposal, the Government may deem the Offeror's proposal non-compliant and ineligible for award.

(a) Offeror's name, type, address, CAGE, SAM.gov Unique Entity ID (UEI), point of contact (POC), phone number and email address;

(i) Volume I Cover Sheet, Attachment 16, section 2 lists the different types of Offerors which aligns with the definition of Offerors in paragraph 1.3.1 above.

(ii) In the event the Offeror does not receive an award and has elected to be included on the reserve list for on-ramping, the Offeror shall ensure the DHS is promptly notified if this POC changes otherwise it may not be eligible for on-ramping should it occur.

(b) Total number of projects (Cell D1 on the first, main sheet/tab of the Self-Scoring Sheet(s) /Workbook(s));

(c) Total number of points (Cell D2 on the first, main sheet/tab of the Self-Scoring Sheet(s) /Workbook(s));

(d) Solicitation number;

(e) Date of Submission;

(f) Identify which of the three functional categories list below, the specific proposal is in response to;

(i) Pursuant FAR 19.301-1, an Offeror is required to represent in good faith at the time of its initial offer that it meets the small business (SB) size standard corresponding to the North American Industry Classification System (NAICS) code for each Functional Category identified in the table below.

Table 5. Small Business Size Standards for Associated NAICS codes

| Functional Category | Primary NAICS | Size Standard |
|---------------------|---------------|---------------|
| 1 | 541611 | \$24.5M |
| 2 | 561110 | \$12.5M |
| 3 | 541330 | \$25.5M |

(ii) In the event the Offeror does not receive an award and has elected to be included on the reserve list for on-ramping, the Offeror shall ensure the DHS is promptly notified if the Offeror outgrows its size status and can no longer participate as a small business under its chosen Functional Category.

(g) Identify which small business socioeconomic track(s) the Offeror's proposal is being submitted for within the aforementioned functional category;

(h) State whether the Offeror possesses a Secret or Top-Secret facility clearance. If the Offeror does not have a facility clearance, state "N/A";

(i) State whether the Offeror has an adequate accounting system;

(j) State whether the Offeror's proposal is valid for "365 Calendar Days" or until the "End of the POP of PACTS III";

(k) Terms of any express warranty;

(l) Prompt payment terms;

(m) Name and title of person authorized to sign the proposal;

(n) The Offeror shall indicate if any assumptions have been made, conditions have been stipulated or exceptions have been taken with the solicitation as written. If assumptions are not noted in this Volume of the proposal, it will be assumed that the Offeror's proposal reflects no assumptions for award and that the Offeror agrees to comply with all of the terms and conditions set forth herein. It is not the responsibility of the Government to seek out and identify assumptions, conditions, or exceptions buried within the Offeror's submission. Accordingly, any assumptions listed in any other Volume or section will not be considered.

The Offeror is advised that any exception taken to the terms and conditions of the solicitation may adversely impact its evaluation rating. Exchanges with Offerors concerning assumptions shall not be considered discussions within the meaning of the FAR. Any assumptions that are considered unacceptable by the Government and cannot be resolved will result in the Offeror being removed from consideration.

(o) If the Offeror is a SBTA, it shall include a one-page diagram depicting the partner/members of the SBTA, including each partner/members business size, and role(s) in the teaming relationship.

(p) If proposing as a SBTA as defined in FAR provision 52.207-6, the Offeror must submit a written agreement between the parties that sets forth the following:

(i) If the Offeror is a SBTA as defined in FAR 52.207-6 (a)(1)(i) or (a)(2)(i), the agreement shall meet the requirements in 13 CFR 124.513, 13 CFR 126.616, 13 CFR 127.506 or 13 CFR 128.402, as applicable.

(ii) If the Offeror is a SBTA as defined in FAR 52.207-6(a)(1)(ii), the agreement shall meet the requirements of FAR 52.207-6(ii)(B) and must contain a provision:

(A) Setting forth the purpose of the SBTA;

(B) Designating a small business as the Prime Contractor of the SBTA which possesses all the certifications that are required to propose under the socioeconomic track(s) that it elected in paragraph 3.1(g) above. Additionally, an employee of said business shall be identified as the manager with ultimate responsibility for performance of the contract (the "Responsible Manager").

(1) The small business representing the socioeconomic concern (i.e. Prime Contractor of the SBTA) is responsible for controlling the day-to-day management and administration of the contractual performance of the SBTA.

(2) The individual identified as the Responsible Manager of the SBTA need not be an employee of the small business representing the socioeconomic concern at the time SBTA submits an offer, but, if he or she is not, there must be a signed

letter of intent that the individual commits to be employed by the small business representing the socioeconomic concern if the SBTA is the successful offeror.

(C) Specifying the responsibilities of the parties with regard to negotiation of the contract, source of labor, and contract performance;

(D) Designating that accounting and other administrative records relating to the SBTA be kept in the office of the small business representing the socioeconomic concern;

(E) Requiring that the final original records be retained by the small business representing the socioeconomic concern upon completion of the contract performed by the SBTA;

(q) If the Offeror is proposing as a SBTA, Mentor Protégé as defined in FAR provision 52.207-6, the Offeror must provide its certificate of compliance as required in 13 CFR 125.8(d).

(r) Information Required from 8(a) Offerors

Offerors proposing as 8(a) shall furnish evidence of qualification under the 8(a) program by providing screenshots of their Dynamic Small Business Search and SAM.gov profile that show their approval date and exit date for the 8(a) program. In addition, to facilitate communications, the Offeror shall provide the following information regarding the Offeror's cognizant servicing SBA field office:

(i) Servicing SBA Field Office

(ii) Address

(iii) Cognizant SBA Business Opportunity Specialist's Name

(iv) Phone and Email Address

(s) Information Required from SDVOSB Offerors

Offerors proposing as a SDVOSB shall furnish evidence from VetCert (<https://veterans.certify.sba.gov/>) which confirms the Offeror has applied for or received its SDVOSB certification from the Small Business Administration (Ref. 13 CFR § 128.200).

(t) If the Offeror has or envisions a potential Organization Conflict of Interest in performing the work, the Offeror shall identify this in the proposal and, if appropriate, provide a mitigation strategy. Procedures identified in FAR 9.504(e) will be followed if an Offeror is found to have an apparent or actual conflict of interest.

4.0 Volume II – Technical

4.1. General

Volume II consists of the applicable Self-Scoring Sheet(s)/Workbook(s), Attachment 7, which includes three subfactors: Experience and Past Performance, Adequate Accounting System and Facility Clearance. Additionally, this volume shall include all the documentation required to verify all claims stated in the Self-Scoring Sheet(s)/Workbook(s), Attachment 7.

By your proposal submission, you are representing that your firm can perform services that are like that to which you are claiming, and all the requirements specified in the solicitation.

4.2. Self-Scoring Sheet(s)/Workbook(s)

A compliant proposal shall include a completed Self-Scoring Sheet(s)/Workbook(s), Attachment 7 for each functional category the Offeror is proposing for in workable excel format. A completed Self-Scoring Sheet(s)/Workbook(s) shall include documenting all the required fields listed in Attachment 7, in the appropriate space designated on the Self-Scoring Sheet(s)/Workbook(s) for all the subfactors the Offeror would like to and is able to claim based on the requirements below. All claims from the Offeror (including all partners/members) shall be contained within the same Self-Scoring Sheet(s)/Workbook(s) for each proposal. Only the information contained within the Self-Scoring Sheet(s)/Workbook(s) will be considered in the evaluation; therefore, the Offeror must include all the information it would like the DHS to consider.

No alterations shall be made to the format of the Self-Scoring Sheet(s)/Workbook(s) except where directed to per the Self-Scoring Sheet Instructions, Attachment 11. If any alterations other than those stated in the Self-Scoring Sheet Instructions, Attachment 11 are made, the Offeror's proposal may be removed from consideration.

The total amount of claimed points an Offeror receives is shown in cell D2 of the first, main sheet/tab of the applicable Self-Scoring Sheet(s)/Workbook(s). This total automatically aggregates the points from all subfactors, to include any projects the Offeror claims beyond ten (10). Each claim included in the total amount of points in cell D2 will be verified by the DHS only if the Offeror's proposal is a Preliminary Qualifying Proposal (Ref. Addendum to 52.212-2, paragraph 2.2). Although an Offeror claims a credit, it is not until the credit is verified using the procedures outlined in the addendum to 52.212-2 that the Offeror is guaranteed the points associated with the claim. All Offerors are required to provide the documentation needed to verify these claims; however, the DHS will only review and verify the accuracy of this documentation for those Offerors that have PQPs.

There is no limitation to the number of qualifying projects an Offeror can claim under the Experience and Past Performance subfactor for each Functional Category. For each project that qualifies by meeting the criteria identified in paragraph 4.3.1.1 of this addendum, the Offeror will receive the set number of points identified in the table below that corresponds to each project it is claiming. If the offeror is a Joint Venture or Prime/Subcontractor(s) type of SBTA and the project being claims shows that it managed a team on that specific project that is equal to or greater in size to which the offeror is proposing, then the offer will receive twice as many points for that project as it originally would have received, once verified using the means identified in this solicitation.

An Offeror is not required to have an adequate accounting system or facility clearance to receive an award; however, it may claim additional points for having each of them. Unlike the Experience and Past Performance subfactor, the number of points an Offeror can receive for the adequate accounting system and/or facility clearance subfactors is limited. An Offeror may only receive the number of points that corresponds to each subfactor one-time for each functional category. For the Facility Clearance, the Offeror shall only receive the set of points that correspond to having a "Secret" or "Top Secret" facility clearance. The Offeror does not receive points for both "Secret" and "Top

Secret” if it has a “Top Secret”. As a reminder, the Offeror does not officially receive the points it is claiming until the DHS verifies them using the means identified in this solicitation.

The points system was developed for each functional category by using historical actuals. This data was then used to project the DHS’s future need. The total number of anticipated orders for PACTS III was derived from the data and then points were proportioned based upon the number of orders that had the characteristics that the DHS would benefit from. For example, under Functional Category 1, based on historical actuals 116 of the 1,322 orders ranged between \$1,000,000.00 and \$1,500,000.00. The DHS projects it will issue approximately 116 orders for this Functional Category within that range over the entire ten-year period of performance of PACTS III. Therefore, each Offeror will receive 116 points, after the DHS verifies it, for each qualifying project. Below is an illustration on how the point system was developed for each functional category.

Table 6. Self-Scoring Sheet(s)/Workbook(s) Point System

| Experience | POINTS | | |
|--|--------------|------------|------------|
| | FC1 | FC2 | FC3 |
| >\$1,000,000.00<\$1.5M | 116 | 17 | 43 |
| >\$1,500,000.01<\$2.5M | 138 | 11 | 46 |
| >\$2,500,000.01<\$4M | 141 | 11 | 46 |
| >\$4,000,000.01<\$10M | 111 | 11 | 68 |
| >\$10,000,000.01 | 25 | 17 | 27 |
| Adequate Accounting System | | | |
| T&M/LH Orders | 273 | 60 | 97 |
| Facility Clearance | | | |
| Top Secret | 27 | 9 | 36 |
| Secret | 15 | 8 | 18 |
| Number of Total Orders Projected: | 1,322 | 251 | 409 |

The Offeror shall only claim points for experience and past performance, an adequate accounting system and/or facility clearance, if it qualifies based on the definitions below. The Offeror shall also provide the following documentation for **each** subfactor and project it is claiming points for.

4.3 Factor 1: Technical

4.3.1 Experience/Past Performance (Subfactor 1.1)

Offerors shall document all the projects it would like to claim points for in the Self-Scoring Sheet(s)/Workbook(s) as instructed in Self-Scoring Sheet Instructions, Attachment 11 and provide it with its proposal submission. The Offeror shall only claim projects that meet the definitions of *relevant* and *recent* below. The Offeror shall provide the documentation required in paragraph 4.3.1.2 of this addendum for each project it is claiming points for with its proposal submission. This documentation will be used to evaluate each of the Offeror’s claimed projects in accordance with 52.212-2.

4.3.1.1 Qualifications

For a project to qualify as Experience/Past Performance it must meet the definitions of relevant and recent as stated below. See Qualifying Projects Examples, Attachment 12 for examples.

4.3.1.1.1 Project Relevancy

A project is **RELEVANT** when-

- (a) It is not being claimed under any other proposal. Meaning once a project is used it shall not be used again under any circumstances to include but not limited to under another functional category or as a partner/member of another Offeror. Additionally, if more than one contractor performed services under the same contract and completed different parts of the scope, only the contractor that performed the predominant service may claim the project. If a project is used more than once as described above, the project will be removed from **all** proposals, regardless if the project meets all other conditions of a relevant and recent project or is from the same Offeror. See Qualifying Project Examples, Attachment 12 as reference.
- (b) The Offeror performed the predominant service(s) of the project which is similar to the services performed for each Functional Category as outlined in the Statement of Work, Attachment 1 and the NAICS and Product Service Code(s) associated with each functional category the Offeror is submitting its offer for;
- (c) Funds were obligated for the project being claimed (Ref. Computing Obligated Project Dollars, Attachment 18 for examples). The total amount of funds is defined as the net value of all funds obligated/de-obligated, to include all modifications since the contract was awarded. The total amount of funds includes the entire scope of the contract. This amount shall not be manipulated in any way. This includes not accounting for the total amount of funds obligated since the contract was awarded;
 - (i) Funds are not obligated until options are exercised; therefore, the Offeror shall not include unexercised options in the total amount of obligated funds that have been obligated for the project. If unexercised options are included in the total amount of obligated funds the Offeror will not receive points for that project.
 - (ii) The total amount of funds that have been obligated for the project being claimed falls within the range stated in the Self-Scoring Sheet(s)/Workbook(s) where the project is being claimed;
 - (iii) The total amount of funds that have been obligated for **federal** projects is determined based on the obligated contract value listed in the Conformed Contract Award Document to include all modifications since contract award as of the date the offer is submitted and the "Total Action Obligation" portion of the FPDS-NG report or the Project Verification Form. This information will be verified in accordance with 52.212-2 Addendum, paragraph 4.1.2.1.1(c).
 - (iv) The total amount of funds that have been obligated for **non-federal prime** projects are determined based on the obligated contract value listed in the Conformed Contract Award Document to include all modifications since contract award as of the date the offer is submitted

and the Project Verification Form. This information will be verified in accordance with 52.212-2 Addendum, paragraph 4.1.2.1.2(c).

(v) The total amount of funds that have been obligated for **first-tier subcontractor** projects are determined based on the obligated contract value listed in the Conformed Contract Award Document to include all modifications since contract award, from the Prime to the first-tier subcontractor as of the date the offer is submitted and the Project Verification Form. This information will be verified in accordance with 52.212-2 Addendum, paragraph 4.1.2.1.2(c).

(d) The project was executed under a *contract* defined in FAR Part 2.101. This includes but is not limited to, a single contract (including prime contracts, first-tier subcontracts, commercial contracts, purchase orders); a single task order/call awarded under a single award or multiple award IDIQ, Basic Ordering Agreement (BOA), Blanket Purchase Agreement (BPA), or similar type master contract or a single task order awarded under a Federal Supply Schedule. Note: A IDIQs, BPAs and BOAs themselves are not a *contracts* since funds are not obligated until orders/calls are issued from these contract vehicles;

(i) For a project executed under a Federal *contract*, it has its own Unique Procurement Instrument Identifier in accordance with FAR 4.16.

(ii) For projects executed under a non-Federal or first-tier subcontractor, it has a number assigned that is unique to that specific acquisition and has not been used on any other procurement.

(e) The Offeror has provided at least six (6) consecutive months of performance by the date the PACTS III solicitation is issued (Ref. Period of Performance Examples, Attachment 19). This date remains unchanged if any amendments to the original solicitation are issued;

(f) It is from the **Offeror providing the service itself** as a Prime or First-Tier Subcontractor to a public and/or private customer. A First-Tier Subcontractor is further defined as a subcontract awarded directly by the Prime Contractor for the purpose of acquiring services for performance of a prime contract. It does not include the Contractor's supplier agreements with vendors, such as long-term arrangements for materials or supplies that benefit multiple contracts and/or the costs of which are normally applied to a Contractor's general and administrative expenses or indirect costs;

(g) The project for each Functional Category is from the Offeror (Prime Contractor or SBTA) **itself or a partner/member** of the Offeror's SBTA;

(i) 40% of the total number of projects claimed and verified by the DHS under a SBTA must be from the partner(s) of the joint venture that possess the socioeconomic status associated with the track the Offeror is proposing (52.207-6(a)(1)(i)); Prime Contractor of a Prime/Subcontractor relationship (52.207-6(a)(1)(ii)) or the protégé in a Mentor-Protégé relationship (52.207-6(a)(2).

(ii) If more than 60% of the projects that are verified under an Offeror's proposal are performed solely by the partner(s) of a joint venture that do not possess the socioeconomic status associated with the track the Offeror is proposing; the subcontractor(s) in a Prime/Subcontractor

relationship or the Mentor(s) in a Mentor Protégé relationship, the Offeror's proposal will be deemed non-compliant and ineligible for award.

For example, if the Offeror claims a total of 100 projects, the partners/members identified in paragraph 52.212-1 Addendum, paragraph 4.3.1.1.1 (g)(i) above must claim and have 40 of the 100 total projects verified in order for the Offeror's proposal to remain compliant and awardable.

(h) Performance was satisfactory or above as defined in this solicitation.

4.3.1.1.2 Project Recency

A project is **RECENT** when-

(a) A minimum of one (1) business day of the mandatory six (6) months of consecutive performance stated in paragraph 4.3.1.1.1 (e) above is within two (2) years (730 calendar days) since issuance of this solicitation. This date remains unchanged if any amendments to the original solicitation are issued (Ref. Period of Performance Examples, Attachment 19).

4.3.1.2 Project Supporting Documentation

The Offeror must submit the following documentation for **each** project the Offeror is claiming on the Self-Scoring sheet(s)/Workbook(s), Attachment 7, as applicable. This documentation will be evaluated in accordance with 52.212-2.

4.3.1.2.1 Federal Government Projects

The Offeror shall submit the following documentation, as applicable for each Federal Government project it is claiming that it performed as the Prime Contractor completing the work. Unless authorized by the Contracting Officer, only the documents identified below will be allowable to verify the project experience and past performance the Offeror is claiming. The Offeror shall only provide a copy of the Performance Work Statement (PWS) or Statement of Work if the conditions in paragraph 4.3.1.2.1(d) apply. The Offeror shall only provide a copy of the agreements identified in paragraph 4.3.1.2.1(e) below if the conditions of that paragraph apply. If the conditions in paragraphs 4.3.1.2.1(d) and (e) do not apply, then only submit the Individual Project Cover Sheet, FPDS-NG report, and the signed copy of the Conformed Contract Award Document to include all modifications since contract award and as of the date the offer is submitted.

(a) A completed **Individual Project Cover Sheet, Attachment 17**. A completed Individual Project Cover Sheet, Attachment 17 is defined as one that has all 13 sections completed with information. Additionally, the "Offeror's Name", Attachment 17, Section 4 and "Project Contract Number", Attachment 17, Section 6 must appear on the Individual Project Cover Sheet, Attachment 17 exactly how it appears on the Offeror's contract documents being provided in 4.3.1.2.1(b) below. The "Project Contract Number shall not include the number(s) associated with the modifications, if they exist;

(b) A signed copy **of the Conformed Contract Award Document** to include all modifications since contract award and as of the date the offer is submitted. This document may include the following:

- SF 1449 – Solicitation/Contract/Order for Commercial Items – (Block 17a identifies the Prime Contractor, Block 9 identifies the U.S. Federal Government Agency, Block 3 identifies the Award/Effective Date, and Block 31c. identifies the date the CO signed).
- SF 26 – Award/Contract – (Block 7 identifies the Prime Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 3 identifies the Effective date, and Block 20C identifies the date the CO signed).
- SF 33 – Solicitation, Offer and Award – (Block 15A identifies the Prime Contractor, Block 7 identifies the U.S. Federal Government Agency, and Block 28 identifies the date the CO awarded/signed).
- Department of Defense (DD) 1155 – Order for Supplies or Services (Block 9 identifies the Prime Contractor, Block 6 identifies the U.S. Federal Government Agency, Block 3 identifies the date of Order, and Block 24 identifies the CO signature).
- Optional Form 307 – Contract Award (Block 7 identifies the Prime Contractor, Block 5 identifies the U.S. Federal Government Agency, Block 2 identifies the Effective date, and Block 15C identifies the date the CO signed).
- GSA Form 300 – Order for Supplies and Services (Block 6 identifies the Prime Contractor, Block 10 identifies the U.S. Federal Government Agency, Block 1 identifies the Date of Order, and Block 26C identifies the date the CO signed).
- Other Official Government Award Form not identified above (Must explicitly identify the Contractor, Government Agency, Order Number, Dollar Value, Contract Type, and the date the CO awarded/signed);

(i) The contract award document shall include the Contracting Officer's Name, Signature, Date Signed and Telephone Number;

(ii) If the contract award document annotates the NAICS and PSC, the Offeror shall highlight its location within the award document. These codes shall be the same as the primary NAICS code and a PSC identified in Attachment 2 that is associated with the Functional Category the Offeror is proposing to and the FPDS-NG report or the Project Verification Form;

(c) Submit a **FPDS-NG Report** that provides verification of **all elements**, except for elements 7 and 8 identified in 52.212-2, Addendum, paragraph 4.1.2.1.1. (See FPDS-NG Sample, Attachment 13 for a sample FPDS-NG Report and an example of which fields will be used to verify the elements). When multiple FPDS-NG Reports are available, the most recent report must be submitted as well as any previous reports necessary for verification of all elements; **OR**

(d) If the FPDS-NG report is not available or the FPDS-NG Report does not substantiate **all elements, except elements 7 and 8** identified in 52.212-2, Addendum, paragraph 4.1.2.1.1 (e.g., an Offeror claims a different NAICS code than the NAICS code assigned in FPDS-NG), **the FPDS-NG report, Project Verification Form and PWS/SOW** must be included as follows:

(i) If available, FPDS-NG Report that provides verification of **any** elements. When multiple FPDS-NG Reports are available, the most recent report must be submitted as well as any previous reports necessary for verification of all elements;

(ii) A **Project Verification Form** (Attachment 14) signed by a CO with cognizance over the submitted project and a representative of the Offeror. The Offeror shall complete the Project Verification Form in its entirety, except as noted below and state which elements it is substituting in the area designated on the Project Verification Form. NOTE: If signatures are not provided by the appropriate parties as indicated throughout this addendum, evaluation credit shall not be earned. If the cognizant Contracting Officer's signature is unattainable, the Government will accept the signature of the Contracting Officer's Representative (COR) or other Government Employee with cognizance over the submitted project. The Project Verification Form must include either the CO or both cognizant CO's and verifying government employee's direct telephone numbers and email addresses. Please ensure all information is current, accurate and complete so that the PACTS III Contracting Officer may contact the individual in this Section. Note: The DHS will utilize CPARS to evaluate the Offeror's past performance for these types of federal projects; therefore, the Past Performance section of the Project Verification Form need only to be completed for non-federal or first-tier federal/non-federal subcontract projects.

(iii) A **Copy of Contract PWS/SOW/SOO** - The SOW or PWS, from the contract that describes the general scope, nature, complexity, and purpose of the services the customer acquired under the contract. If a Statement of Objectives (SOO) clearly indicates the NAICS being claimed, the SOO may be submitted. If the SOO is not clear, then the contractor-generated SOW or PWS must be submitted along with the SOO. Additionally, the Offeror must highlight those specific written passages in the PWS/SOW/SOO that demonstrates the predominant scope of work being performed is similar to the services outlined in the SOW, Attachment 1 and the NAICS and Product Service Code associated with each functional category the Offeror is submitting its offer for.

(e) **Partner and/or Subcontractor Agreements** (*Applicable to Joint Venture and Prime/Subcontractor(s) types of SBTAs only*). For each relevant and recent project submitted by a Joint Venture or Prime/Subcontractor type of SBTA where the managing venturer or Prime Contractor has directly managed a team that is equal to or greater in size to which the Offeror is proposing, the Offeror shall provide a copy of the agreement(s) that proves the managing venturer or Prime Contractor directly managed the size of team it is claiming. The team being managed on the project does not have to be like the Offeror. For example, if the team that is proposing is a JV, the managing venturer can provide a project that meets this requirement where it was directly managing subcontractors and not partners of the same or another Joint Venture.

4.3.1.2.2 Non-Federal and First-Tier Subcontract Federal/Non-Federal Projects

The Offeror shall submit the following documentation for each Non-Federal and First-Tier, Federal and Non-Federal subcontract project it is claiming, even if the subcontract was to a Prime Contractor performing a federal government contract. Note: First-Tier Subcontract projects are those in which the Offeror performed as a first-tier subcontractor (Ref. Addendum to 52.212-1 paragraph, 4.3.1.1(f) above). **All the documents, except the Partner and/or Subcontractor Agreements** listed below shall be submitted for **each** Non-Federal and First-Tier Subcontract project the Offeror claims. The Offeror shall only provide a copy of the agreements identified in paragraph 4.3.1.2.2(e) below if the conditions of that paragraph apply. Unless authorized by the

CO, only the documents identified below will be allowable to verify the project experience and past performance the Offeror is claiming.

(a) A completed **Individual Project Cover Sheet**, Attachment 17. A completed Individual Project Cover Sheet, Attachment 17 is defined as one that has all 13 sections completed with information. Additionally, the “Offeror’s Name”, Attachment 17, Section 4 and “Project Contract Number”, Attachment 17, Section 6 must appear on the Individual Project Cover Sheet, Attachment 17 exactly how it appears on the Offeror’s contract documents being provided in 4.3.1.2.2(b) below. The “Project Contract Number shall not include the number(s) associated with the modifications, if they exist.

(b) A signed copy of **the Conformed Contract Award Document** to include all modifications since contract award and as of the date the offer is submitted (Must explicitly identify the Contractor, Non-Government Customer, Total Contract and Obligated Value, and the date the customer awarded/signed). Total and annual contract and obligated value must be clearly indicated, or additional contract documentation must be submitted, upon CO approval to verify the contract value. For example, if only hourly rates are identified on the award form, additional documentation must be provided indicating total hours.

(i) If the Offeror performed as a First-Tier subcontractor, it shall provide the signed copy of **the Conformed Contract Award Document** required in paragraph 4.3.1.2.2(b) above, that was between the Prime Contractor and the Offeror and the contract between the Prime Contractor and its customer.

(c) **Project Verification Form** (Attachment 14)

The Project Verification Form shall be completed in its entirety for all Non-Federal and First-Tier Subcontract Federal and Non-Federal projects.

(i) For non-federal projects the Project Verification Form shall be signed by a Corporate Officer/Official of the commercial entity with cognizance over the submitted project and a representative of the Offeror. The Project Verification Form must include the Corporate Officer/Official’s direct telephone number and direct email address. NOTE: If signatures are not provided by the appropriate parties as indicated throughout this addendum, evaluation credit shall not be earned. Please ensure all information is current, accurate and complete so that the PACTS III Contracting Officer may contact the individual in this section if it deems it necessary.

(ii) For projects where the Offeror performed the service as a first-tier subcontractor, the Project Verification Form shall be signed by the Prime Contractor, in addition to the signatures required in 4.3.1.2.1(d)(ii) and 4.3.1.2.2(c)(i) above. NOTE: If signatures are not provided by the appropriate parties as indicated throughout this addendum, evaluation credit shall not be earned. Please ensure all information is current, accurate and complete so that the PACTS III Contracting Officer may contact the individual in this Section.

(d) **Contract Requirement Documentation** that describes the general scope, nature, complexity, and purpose of the services the customer acquired under the contract. The Offeror

must highlight those specific written passages in this document that demonstrates the predominant scope of work being performed is similar to the services outlined in the SOW, Attachment 1 and the NAICS/PSC associated with each functional category the Offeror is submitting its offer for.

(e) **Partner and/or Subcontractor Agreements** (*Applicable to Joint Venture and Prime/Subcontractor(s) types of SBTA's only*). For each relevant and recent project submitted by a Joint Venture or Prime/Subcontractor type of SBTA, where the managing venturer or Prime Contractor has directly managed a team that is equal to or greater in size to which the Offeror is proposing, the Offeror shall provide a copy of the **agreement(s)** that proves the managing venturer or Prime Contractor directly managed the size of team it is claiming. The team being managed on the project does not have to be like the Offeror. For example, if the team that is proposing is a JV, the managing venturer can provide a project that meets this requirement where it was directly managing subcontractors and not partners of the same or another Joint Venture.

4.3.2 Adequate Accounting System (Subfactor 1.2)

Offerors shall document whether it would like to claim points for having an adequate accounting system in the Self-Scoring Sheet/Workbook as instructed in Self-Scoring Sheet Instructions, Attachment 11 and provide it with its proposal submission. The Offeror shall only claim points for having an adequate accounting system if it meets the definition of *adequate* below. The Offeror shall also provide the documentation required in paragraph 4.3.2.2 of this section with its proposal submission. This documentation will be evaluated in accordance with 52.212-2.

4.3.2.1 Qualification

For an Offeror to claim points for the adequate accounting system subfactor, the Offeror's accounting system must meet the definition of *adequate*. If the Offeror is a SBTA that is a Joint Venture, including Mentor Protégé as defined in FAR provision 52.207-6 and a partner is solely responsible for accounting and billing of all the Joint Venture's effort on this contract, then the responsible partner's accounting system must be *adequate*. If the Offeror is a SBTA as defined in 52.207-6(a)(1)(ii), the Prime Contractor of that SBTA must have an *adequate* accounting system.

An Offeror has an *adequate* accounting system when the Offeror can provide the evidence required in paragraph 4.3.2.2. below and it can be verified using the means identified in the addendum to 52.212-2, paragraph 4.1.3 of this solicitation.

NOTE: If an Offeror's accounting system is pending an adequacy determination as of the date the Offeror submits its proposal, it will not be accepted.

4.3.2.2 Adequate Accounting System Supporting Documentation

The Offeror must submit the following documentation if it is claiming points for having an adequate accounting system on the Self-Scoring Sheet(s)/Workbook(s), Attachment 7, as applicable. This documentation will be evaluated in accordance with 52.212-2.

Evidence of an adequate accounting system shall include a written opinion or other statement from the cognizant federal auditor or the cognizant federal agency official.

For Offerors that do not have an opinion from a CFA or CFAO, a written opinion from the Offeror's certified public accountant firm can be provided. If the Offeror is using a CPA's opinion, it shall state that the labor and material accounting system complies with the requirements applicable to labor and material in the Defense Contract Audit Agency Pre-Award Survey of Prospective Contractor Accounting System, SF1408. The compliance with this requirement will be confirmed by the CPA firm providing affirmative responses to questions 1, 2(a)(b), (d)-(f), (h) and (i) on the SF 1408 (Ref. SF 1408 Example, Attachment 20).

The Government will not accept self-certification of an adequate accounting system.

4.3.3 Facility Clearance (Subfactor 1.3)

Offerors shall document whether it would like to claim points for having either a Secret or Top-Secret facility clearance in the Self-Scoring Sheet/Workbook as instructed in Self-Scoring Sheet Instructions, Attachment 11 and provide it with its proposal submission. The Offeror shall only claim points for having a Secret or Top-Secret clearance if it meets the definition of *acceptable* below. The Offeror shall also provide the documentation required in paragraph 4.3.3.2 of this section with its proposal submission. This documentation will be evaluated in accordance with 52.212-2.

4.3.3.1 Qualification

For an Offeror to claim points for either the Secret or Top-Secret Facility Clearance subfactor, the Offeror's facility clearance must meet the definition of an *acceptable* facility clearance below. If the Offeror is a SBTA that is a Joint Venture, including Mentor Protégé as defined in FAR provision 52.207-6, then per 13 CFR 121.103(h)(5), the Government will accept the facility clearance information from either the Joint Venture itself or each of the individual partner(s) to the joint venture that will perform the necessary security work that has (have) a facility security clearance. If the Offeror is a SBTA as defined in 52.207-6(a)(1)(ii), the Prime Contractor of that SBTA must have an *acceptable* facility clearance accounting system.

The definition of an *acceptable* facility clearance is one that is active at the time the Offeror submits its proposal. An active facility clearance is one that an Offeror would be able to use, upon immediate notification, if necessary and can be verified using the means identified in the addendum to 52.212-2, paragraph 4.1.4 of this solicitation. NOTE: If an Offeror's facility clearance is pending approval as of the date the Offeror submits its proposal, it will not be accepted.

4.3.3.2 Facility Clearance Supporting Documentation

The Offeror must submit the following documentation if it is claiming points for having either a Secret or Top-Secret Facility Clearance on the Self-Scoring sheet/Workbook, Attachment 7, as applicable. This documentation will be evaluated in accordance with 52.212-2.

Evidence of having an *acceptable* Secret or Top-Secret facility clearance shall include documentation stating the type of clearance, the name of the Facility Security Officer, legal entity, address and the Offeror's UEI and cage code.

5.0 Volume III – Factor 2: Price

5.1 Minimum Quantity Pricing (Subfactor 1.1)

(a) The Offeror shall document its proposed price for the Post Award Conference in CLIN 0002 of the SF 1449 and submit it under Volume III of its proposal. The proposed price will serve as the contract minimum quantity FAR 16.504. The exercise of an option does not re-establish the contract minimum for the IDIQ contracts. The PAC will be held virtually and recorded so that PACTS III awardees may share the content.

(b) The price for CLIN 0002 shall be rounded to the nearest whole dollar. If any proposed unit/CLIN price does not meet the required rounding, the Government will round that unit/CLIN price to the nearest whole dollar. The Government adjusted unit/CLIN price will become the Offeror's proposed amount.

(c) Data beyond that required by this instruction shall not be submitted.

(d) Compliance with these requirements is mandatory and failure to comply may result in rejection of the proposal.

5.2 Contractor Labor Category Pricing (Subfactor 1.2)

The Offeror shall provide a completed Contractor Labor Category Pricing, Attachment 3 and include it in Volume III of its proposal. Attachment 3 shall be submitted in the Excel document provided with no alternations or locked cells. This shall not be submitted as a .pdf or any other document other than the excel document. A completed Contractor Labor Category Pricing, Attachment 3 is defined as one that is populated based on the following instructions:

- The Offeror provided the required information in the Contractor Labor Category Pricing, Attachment 3 in the format provided and as a workable Excel spreadsheet;
- Enter the Offeror's Name in Row 1, Column A;
- Enter the Offeror's Unique Entity ID in Row 2, Column A;
- The Offeror shall complete the cells in Column B that are highlighted in yellow with its best price for the Functional Category it is proposing only. NOTE: Exceeding the values in the DHS Labor Category Pricing, Attachment 8 will result in unreasonable price and the Offeror's proposal will be deemed unawardable.
- The Offeror made no alterations or modifications to the Contractor Labor Category Pricing, Attachment 3 format in any way other than populating the areas identified above.

The Offeror's best price shall be fully burdened ceiling labor rates for the base and option periods. This price shall be included for **all** labor categories, including Government and Contractor sites under the functional category the Offeror is proposing. These rates shall not be rounded and must include two decimal places, even if it is .00. For example, the Offeror shall not annotate \$123.45 as \$123, 123.5, or 123.50; it shall be \$123.45.

Resultant contracts will incorporate the Offeror's proposed labor rates for all labor categories under the respective Functional Category if the Offeror's proposal is accepted.

The fully burdened ceiling rates shall include all direct labor and indirect costs applicable to that labor category (such as fringe benefits, overhead, and G&A), and profit. The Offeror should propose its base rates considering the desired education and experience requirements for each labor category identified in the Bureau of Labor Statistics Standard Occupational Classifications, Attachment 4. Additionally, the Offeror shall consider the employee working in the highest cost location, highest performance at a government or Contractor site and the types of orders that will pose the most risk to it. These rates shall be based on a full-time equivalent employee and are only applicable to work performed within the 50 United States, the District of Columbia, and outlying areas as defined within Federal Acquisition Regulation Part 2.

Additionally, the labor rates proposed shall, for the applicable labor categories (see <https://sam.gov/content/wage-determinations>), also account for the minimum wage established under the DOL SCLS Wage Determination Indices. The fully burdened labor rates do not include overtime compensation for Wage Determination applicable labor categories subject to SCLS. The rate of compensation for overtime pay premiums will be specified at the task order level.

Once the Offeror populates the cells in Column B based on the instructions provided above, Columns C through L will auto-populate with fully burdened ceiling rates for all the options years and the delivery period. These rates are based on an annual escalation factor of 3.0% beginning with the first option period. This escalation factor will be used by all Offerors and cannot be changed. If an Offeror proposes an escalation rate that is different than the mandatory 3% it will not be accepted. The DHS derived the 3% applied escalation factor from Global Insight which used historical inflation factors from the Bureau of Labor Statistics applicable to professional services in the United States to make projections over the next fifteen (15) years. The applied escalation factor will be revisited prior to the exercise of each option period and at any time the DHS deems necessary. The established ceiling rates in the awarded contract will only be adjusted upwards to reflect changes in escalation that are greater than the currently applied escalation factor. Conversely, if updates to Global Insight are equal to or even fall below the currently applied escalation factor, the ceiling rates will remain unchanged.

The Offeror's submission of the completed Contractor Labor Category Pricing, Attachment 3 constitutes its agreement that it will not propose rates higher than what is included in the attachment for orders during the entire period of performance of PACTS for the respective labor categories, unless an exception applies. This includes the rates that are auto populated based on the 3% escalation rate.

As the Offeror determines its proposed base rate, the Offeror should bear in mind that the Government may choose to award without discussions so that the information submitted with the original proposal may represent the totality of the information that the Government will consider in making its reasonableness determination. Therefore, if the Offeror chooses to provide discounts at the IDIQ level it should be reflected in the base rate (Column B of Attachment 3) which will then flow through the subsequent options. If the Offeror chooses not to provide discounts at the IDIQ level, it is encouraged to provide them at the task order level.

Failure to offer ceiling hourly rates for **all** labor categories, all contract option periods and both Government and Contractor sites under the functional category the Offeror is proposing will result in the Offeror being ineligible for award.

6.0 Volume IV – Contract Documentation

6.1 Model Contract/Representations and Certifications

The purpose of this volume is to provide information to the Government for preparing the contract document and supporting file. The Offeror's proposal shall include a digitally signed copy of the Model Contract (Parts I through V). A "wet" signature on a scanned document will not be accepted. To follow the terms and conditions of this solicitation Offerors must submit the following documentation with its proposal:

6.1.1 Part I – Schedule

The Offeror shall provide the SF 1449, Solicitation/Contract/Order for Commercial Items with items 12, 17 and 30 complete. Signature by the Offeror on the SF 1449 constitutes an offer, which the Government may accept. The "original" signed copy should be clearly marked.

If any SF(s) 30, Amendment of Solicitation/Modification of Contract exist, the Offeror shall acknowledge the amendments by checking the box under "Offer Detail" in PIEE while submitting its proposal or provide all SF(s) 30 with items eight (8) and 15 completed to acknowledge receipt of all solicitation amendments.

6.1.2 Part II – Contract Clauses

The Offeror shall complete all fill-in information required by clauses pertinent to this acquisition and submit it under Volume IV of its proposal.

6.1.3 Part III – Terms and Conditions, Contract Documents and Attachments

1. Terms and Conditions

The Offeror shall provide any information required by the Terms and Conditions of this solicitation and submit it under Volume IV of its proposal.

2. Contract Documents or Attachments

The Offeror shall provide any information required by the Contract Documents or Attachments of this solicitation and submit it under Volume IV of its proposal. The only exceptions to this are as follows:

(a) The Offeror shall provide its Volume I Cover Sheet, Attachment 16 under Volume I of its proposal.

(b) The Offeror shall provide its Self-Scoring Sheet(s)/Workbook(s), Attachment 7, Individual Project Cover Sheets, Attachment 17 and Project Verification Form(s), Attachment 14 under Volume II of its proposal.

(c) The Offeror shall provide its Minimum Quantity Pricing (Post Award Conference), SF 1449, CLIN 0002 and Contractor Labor Category Pricing, Attachment 3 under Volume III of its proposal.

6.1.4 Part IV - Solicitation Provisions/Instructions/Evaluation

The Offeror shall provide all information that is required by the provisions of this solicitation, as applicable under Volume IV of its proposal. SBTAs and all its members/partners are required to provide these provisions. Those provisions include, but are not limited to:

- FAR 52.204-24, Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment
- FAR 52.204-26, Covered Telecommunications Equipment or Services-Representation.
- FAR 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation
- FAR 52.212-1(b)(8), A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the Offeror shall complete electronically)
- FAR 52.212-3, Offeror Representations and Certifications-Commercial Items
- FAR 52.219-1, Small Business Program Representations

FAR 52.252-1 Solicitation Provisions Incorporated by Reference (Feb 1998), Con't

| FAR | TITLE | DATE |
|------------|--|-------------|
| 52.214-34 | Submission of Offers in the English Language | Apr 1991 |
| 52.214-35 | Submission of Offers in U.S. Currency | Apr 1991 |
| 52.215-1 | Instructions to Offerors-Competitive Acquisition | Nov 2021 |
| 52.217-5 | Evaluation of Options | Jul 1990 |
| 52.222-24 | Preaward On-Site Equal Opportunity Compliance Evaluation | Feb 1999 |
| 52.222-25 | Affirmative Action Compliance | Apr 1984 |
| 52.225-25 | Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certifications | Jun 2020 |

FAR PROVISIONS IN FULL TEXT:

FAR 52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Products or Commercial Services.

The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the

provision at 52.212-3.

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

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) *Representation.* The Offeror represents that—

(1) It ___ will, ___ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that— It ___ does, ___ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of provision)

FAR 52.204-26 Covered Telecommunications Equipment or Services-Representation (Oct 2020)

(a) *Definitions.* As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

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

(c)

(1) *Representation.* The Offeror represents that it ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End of provision)

FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations-Representation (Nov 2015)

(a) *Definitions.* "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

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

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

- (1) It ☐ is, ☐ is not an inverted domestic corporation; and
- (2) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(End of provision)

FAR 52.209-5 Certification Regarding Responsibility Matters (Aug 2020)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

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

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

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

(1) Federal taxes are considered delinquent if both of the following criteria apply:

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

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

(2) *Examples.*

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

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

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

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

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

FAR 52.209-7 Information Regarding Responsibility Matters (Oct 2018)

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

Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

Federal contracts and grants with total value greater than \$10,000,000 means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

Principal means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The Offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the Offeror checked "has" in paragraph (b) of this provision, the Offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

- (1) Whether the Offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the Offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:
 - (i) In a criminal proceeding, a conviction.
 - (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.
 - (iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

- (iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

- (2) If the Offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the Offeror has provided the requested information with regard to each occurrence.
- (d) The Offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management, which can be accessed via <https://www.sam.gov> (see 52.204-7).

(End of provision)

FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)

- (a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—
1. Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
 2. Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.
- (b) The Offeror represents that—
1. It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
 2. It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

FAR 52.212-3 Offeror Representations and Certifications—Commercial Products and Commercial Services (Sep 2023)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed

through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

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

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

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;

- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended. "Sensitive technology"—
Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service connected, as defined in 38 U.S.C. 101(16).

Small business concern—

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

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

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

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

- (2) Whose management and daily business operations are controlled by one or more women.

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

(b)

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

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

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

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

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

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

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

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

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

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

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

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]*
The offeror represents as part of its offer that—

(i) It ☐ is, ☐ is not a service-disabled veteran-owned small business concern; or

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). *[The offeror shall enter the name and unique entity identifier of each party to the joint venture: _____.]* Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

(4) *Small disadvantaged business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

Note to paragraphs (c)(8) and (9): Complete paragraphs (c)(8) and (9) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

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

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

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

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

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

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

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

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

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions*

(31 <http://uscode.house.gov/> U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1)

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

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

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

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

(2) Foreign End Products:

| Line Item No. | Country of Origin | Exceeds 55% domestic content (yes/no) |
|---------------|-------------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. ____

[List as necessary]

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

(g)

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

(i)

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

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

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

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

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The Offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products. For those foreign end products that do not consist wholly or predominantly of iron or steel or a combination of both, the Offeror shall also indicate whether these foreign end products exceed 55 percent domestic content, except for those that are COTS items. If the percentage of the domestic content is unknown, select "no".

Other Foreign End Products:

| Line Item No. | Country of Origin | Exceeds 55% domestic content (yes/no) |
|---------------|-------------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

[List as necessary]

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

Line Item No. _____

[List as necessary]

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

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

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

Israeli End Products:

| Line Item No. |
|---------------|
| _____ |
| _____ |
| _____ |

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

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

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

Other End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) *Examples.*

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

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

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

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

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

(1) *Listed end products.*

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| _____ | _____ |
| _____ | _____ |

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

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

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

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

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

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that–

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

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

(2) The Offeror represents that–

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

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

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

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

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

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

Predecessor legal name:_____.

(Do not use a "doing business as" name).

(s) [Reserved].

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

(u)

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

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

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

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

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

(2) The Offeror represents that–

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

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

(End of provision)

FAR 52.216-1 Type of Contract (Apr 1984)

The Government contemplates award of a multiple indefinite-delivery, indefinite-quantity contracts resulting from this solicitation.

(End of provision)

FAR 52.216-27 Single or Multiple Awards (Oct 1995)

The Government will award multiple task order contracts for the same or similar services under this solicitation. The government estimates eight (8) awards in each of the tracks within each of the three (3) Functional Categories and may deviate from these numbers.

(End of provision)

FAR 52.219-1 Small Business Program Representations (Sep 2023)

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

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

Service-disabled veteran-owned small business concern–

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C.101(2), with a disability that is service-connected, as defined in 38 U.S.C.101(16).

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 (b) of this provision.

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding the threshold at 13 CFR 124.104(c)(2) after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is **541611**.

(2) The small business size standard is **\$24.5M**.

(3) The small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce (*i.e.*, nonmanufacturer), is 500 employees, or 150 employees for information technology value-added resellers under NAICS code 541519, if the acquisition—

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

(ii) Uses the HUBZone price evaluation preference regardless of dollar value, unless the Offeror waives the price evaluation preference; or

(iii) Is 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.

(c) *Representations.*

(1) The Offeror represents as part of its offer that—

(i) it ☐ is, ☐ is not a small business concern; or

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

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

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

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

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

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

(7) [*Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.*] The Offeror represents as part of its offer that

(i) It ☐ is, ☐ is not a service-disabled veteran-owned small business concern; or

(ii) It ☐ is, ☐ is not a service-disabled veteran-owned joint venture that complies with the requirements of 13 CFR 125.18(b)(1) and (2). [*The Offeror shall enter the name and unique entity identifier of each party to the joint venture: __.*] Each service-disabled veteran-owned small business concern participating in the joint venture shall provide representation of its service-disabled veteran-owned small business concern status.

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, as having been certified by SBA as a HUBZone small business concern in the Dynamic Small Business Search and SAM, and will attempt to maintain an

employment rate of HUBZone residents of 35 percent of its employees during performance of a HUBZone contract (see 13 CFR 126.200(e)(1)); and

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

(d) *Notice.* Under 15 U.S.C.645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

- (1) Be punished by imposition of fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

FAR 52.233-2 Service of Protest (Sep 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

USCIS Office of Contracting
Attn: Tanis Brainerd
124 Leroy Road
Williston, VT 05495
Email: tanis.k.brainerd@uscis.dhs.gov

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

Addendum to FAR 52.212-2 Evaluation—Commercial Products and Commercial Services (Nov 2021)

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1.0 Basis for Contract Award

1.1 Source Selection Methodology

The source selection process on PACTS III will neither be based on the Lowest Price Technically Acceptable (LPTA) nor Tradeoffs. Within the best value continuum, FAR 15.101 defines best value as using any one or a combination of source selection approaches. For PACTS III, the best value basis for awards will be determined by the Highest Technically Rated Offerors with a Fair and Reasonable Price. This type of contract requires the Government to order and the contractor to furnish at least a stated minimum quantity of supplies or services. The Post Award Conference will meet this minimum quantity guarantee and will not exceed \$250.00 per awardee. The minimum quantity (Post Award Conference) and Contractor labor category pricing will be evaluated for fairness and reasonableness at the IDIQ level by ensuring it does not exceed the independent government estimate which will be provided with the solicitation. Competition based on the scope of work for each order will be held at the task order level in accordance with FAR Part 16.505 and the ordering procedures.

The HTRO-FRP approach will best achieve the objective of awarding contracts to Offerors of varying core expertise in a variety of services disciplines with qualities that are most important to the DHS and our customers, such as Relevant and Recent Experience and Past Performance, Accounting Systems, Facility Clearances, and Price.

The DHS intends to award multiple, IDIQ contracts in support of PACTS III requirements to those responsible SDVOSB, WOSB, HUBZone and 8(a) small business Offerors whose proposals are most advantageous and represent the highest technically rated Offeror with fair and reasonable prices to the DHS. The following factors, in descending order of importance shall be used to evaluate offers:

Factor 1: Technical

Subfactor 1.1: Experience and Past Performance

Subfactor 1.2: Accounting System

Subfactor 1.3: Facility Clearance

Factor 2: Price

Subfactor 1.1: Minimum Quantity Price

Subfactor 1.2: Contractor Labor Category Pricing

The DHS intends to make approximately eight (8) awards for each of the four (4) socioeconomic tracks within each Functional Category as described in FAR Clause 52.216-27 of this solicitation. Of the eight (8) awards, the DHS intends on awarding two (2) contracts to Prime Contractors and two (2) to each of the different types of SBTAs: Joint Ventures, Prime/Subcontractor(s) and Mentor Protégé. To be considered as a HTRO-FRP Offeror, the proposal must score amongst the highest rated offers received, for the track within its Offeror type grouping and Functional Category. The DHS reserves the right to have as many awardees for each track within each Functional Category as it deems appropriate.

The DHS will only accept and evaluate one (1) proposal as described in FAR Clause 52.212-1 Addendum, paragraph 1.3, from each Offeror for each Functional Category.

1.2 Highest Technically Rated Offerors with a Fair and Reasonable Price (HTRO-FRP)

The DHS intends to make an award to the HTRO-FRPs. The term “HTRO-FRP” as defined, in no particular order, for this solicitation is an Offeror that meets all the following criteria,

- (1) Submits a proposal that conforms to the requirements of this solicitation;
- (2) After the Government has conducted its evaluation and determined the appropriate number of awardees for each respective track, the Offeror is amongst the highest ranking based on its total verified score which was claimed on in Self-Scoring Sheet(s)/Workbook(s), Attachment 7;
- (3) The Offeror submits fair and reasonable prices for the minimum quantity and all labor categories pertaining to the Functional Category it is proposing;
- (4) The Offeror has been determined to have acceptable or neutral past performance;
- (5) Is determined to be a responsible source IAW FAR Part 9;
- (6) Has demonstrated through its proposal submission that it fully understands all the requirements of PACTS III.

1.3 Competition Notice

During this solicitation, socioeconomic categories are not competing against each other to receive awards. Only like Offerors within their respective socioeconomic category for each functional category are competing against the other similar Offerors within that category. Therefore, evaluations will be conducted for each track under each functional category by the type of Offeror. For example, a Mentor Protégé, SDVOSB proposing under Functional Category (FC) 1 is only competing against other Mentor Protégé’s, SDVOSB businesses for FC 1.

1.4 Number of Contracts to be Awarded

The DHS anticipates awarding the number of contracts as delineated in FAR Clause 52.216-27 of this solicitation. The DHS reserves the right to have as many awardees for each track within each Functional Category as it deems appropriate.

1.5 Solicitation Requirements, Terms and Conditions

Offerors are required to meet all solicitation requirements, such as terms and conditions, representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to comply with the solicitation requirements will result in the Offeror’s being determined ineligible for award. For example, Offerors must clearly identify any exception to the solicitation terms and conditions and must provide complete supporting rationale. The DHS reserves the right to determine any such exceptions unacceptable and the proposal, therefore, ineligible for award.

1.6 Exclusion of Grossly Deficient Proposals

During the Acceptability Review (See paragraphs 2.3 and 3.0 of this section), the DHS will exclude a proposal from this competition prior to exchanges without evaluating the proposal against the

Evaluation Factors, if during the Acceptability Review a proposal shows to be grossly deficient. Grossly deficient proposals are proposals that fail to address essential requirements of the solicitation, fail to furnish information demonstrating compliance with mandatory solicitation requirements set forth in the solicitation, or in some other manner do not represent a reasonable initial effort by the Offeror to satisfy the requirements of the solicitation.

1.7 Discussions

This acquisition is being governed by FAR Part 12, and in conjunction with FAR Part 15. The following procedural rules apply to this acquisition:

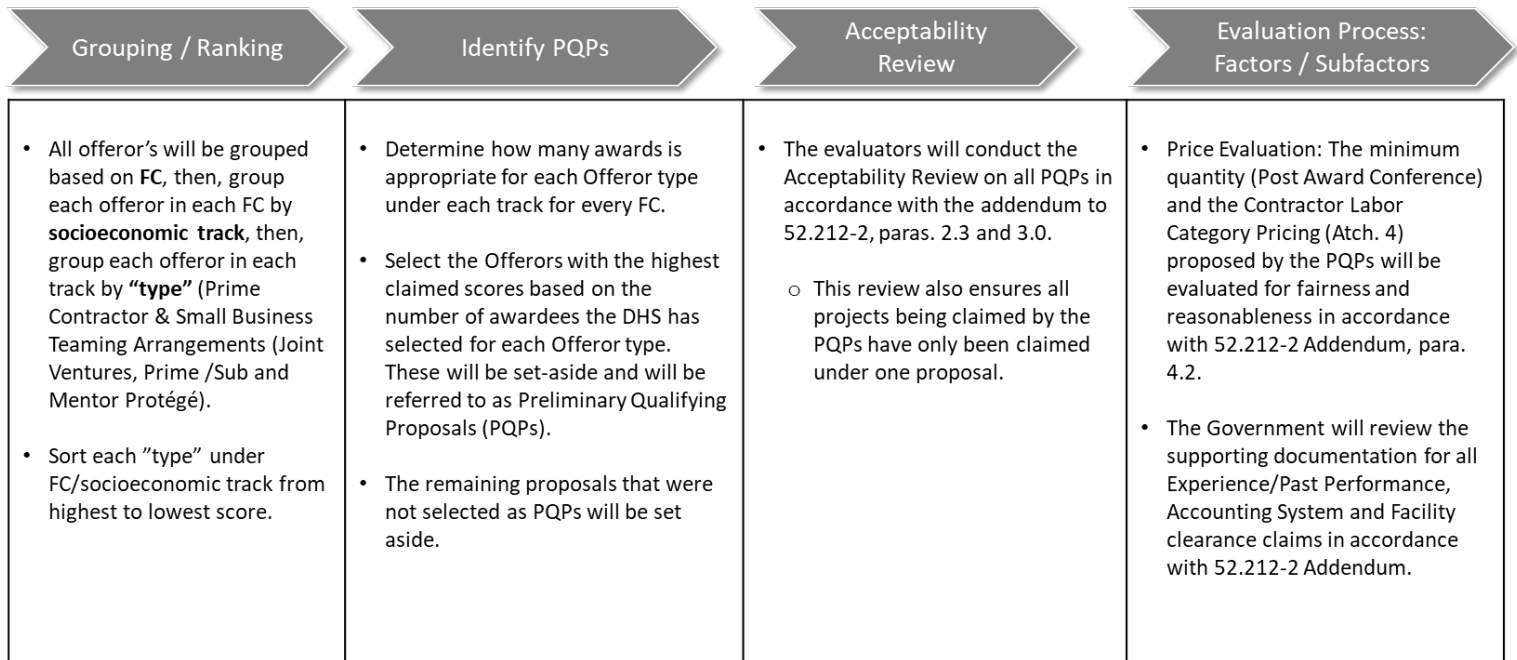
- (1) The Government reserves the right to make award on initial proposal.
- (2) If the Government decides to conduct exchanges and allow proposal revisions, the Government may elect to allow revisions from the most highly rated proposals, or, for administrative convenience allow revisions from a subset of the most highly rated proposals or in the alternative, with all the technically acceptable proposals.
- (3) The Government may conduct multiple rounds of exchanges on one proposal to resolve previously unresolved matters without reengaging proposals from other vendors with whom there is no need for further exchanges.
- (4) The Government may engage in clarifications to better understand aspects of the proposal.
- (5) Exchanges conducted for clarification will not constitute a request for proposal revision.
- (6) Exchanges with Offerors concerning assumptions does not constitute a request for proposal revision.
- (7) The resolution of clerical mistakes or the correction of minor informalities or irregularities does not constitute a proposal revision.

2.0 Source Selection Process Overview

The chart below is for illustration purposes only and provides a simplified visual depiction of how the overall source selection process will be conducted. Each stage of the source selection process will be detailed throughout this section.

See Chart on Following Page

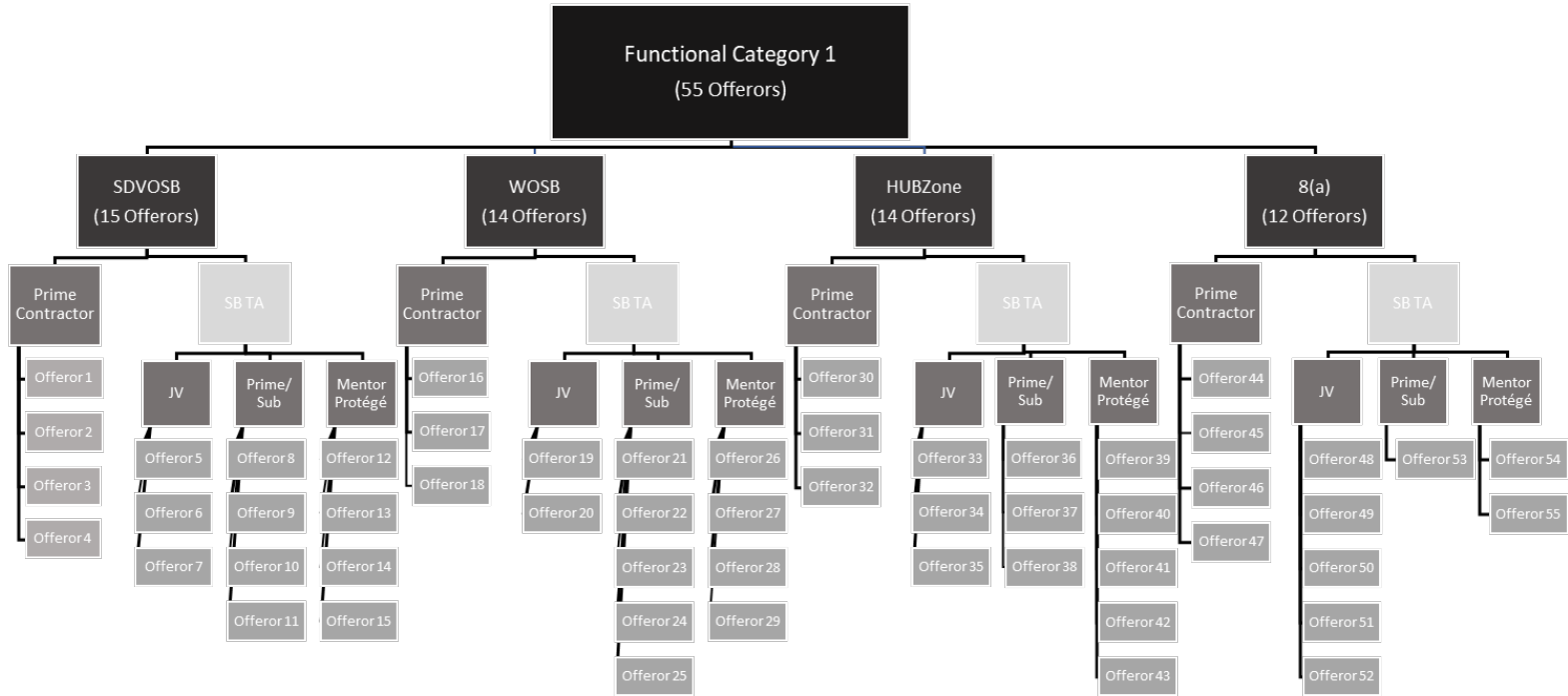
Chart 1. Source Selection Process Illustration



2.1 Grouping/Ranking

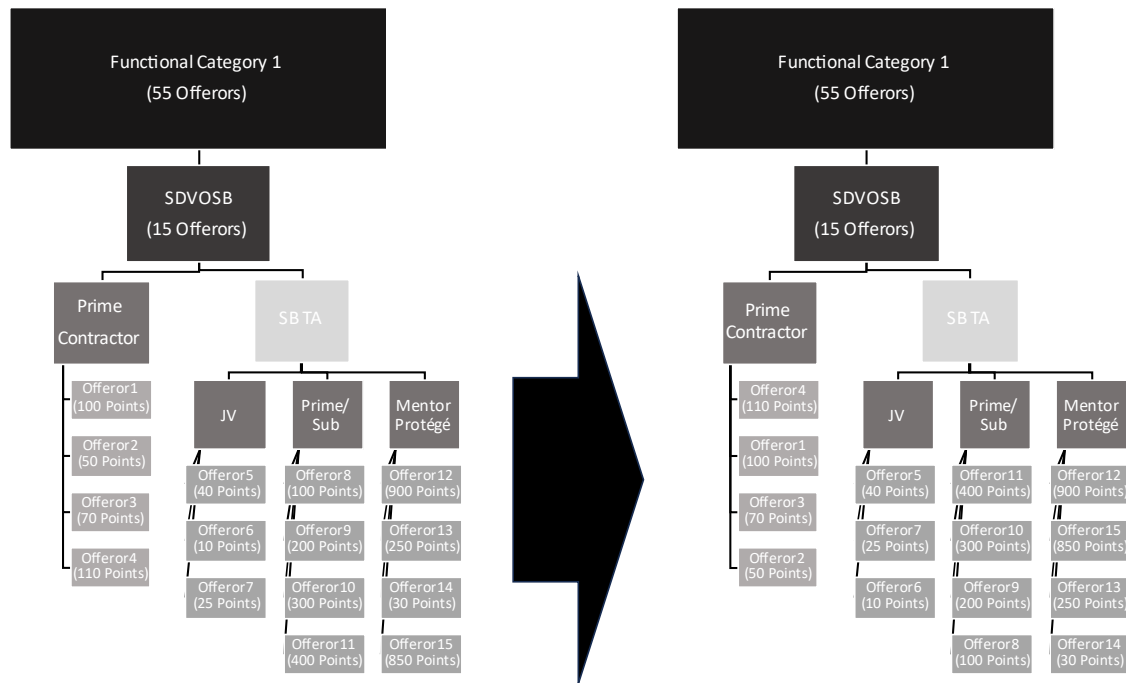
The source selection process will begin by grouping all Offerors based on Functional Category. This information will be collected from the Volume I Cover Sheet, Attachment 16, section 13, that is included in each Offeror's proposal. The Offerors in each Functional Category will then be further grouped into each socioeconomic track within the respective Functional Category the Offeror proposed. The socioeconomic track(s) selected on the Volume I Cover Sheet, Attachment 16, section 14 will determine which socioeconomic track(s) the Offeror will be included. The Offerors in each track within each Functional Category will then be further grouped based on whether the Offeror is proposing as a Prime Contractor or by one of the three types of SBTAs as defined in the addendum to 52.212-1, paragraph 1.3.1. This information will be collected from the Volume I Cover Sheet, Attachment 16, section 2 and further supported by the agreement the Offeror provides in accordance with 52.212-1 Addendum, paragraph 3.0.

The chart below is for illustration purposes only and provides a simplified visual depiction of how the Offeror's proposals will be grouped. Only Functional Category 1 is being shown so that the visual effects can be viewed easily.



All proposals contained within groupings based on type of Offeror will then be ranked from highest to lowest, based on the total number of points stated on the Offeror's Volume I Cover Sheet, Attachment 16, section 10. The total number of points on the Volume I Cover Sheet, Attachment 16, section 10 must match the total number of points that are stated in cell D2 of the main, first sheet of the Offeror's Self-Scoring Sheet(s)/Workbook(s), Attachment 7. It is the Offeror's responsibility to ensure the total number of points is transposed correctly; if it is not, then the Offeror's proposal may be deemed ineligible for award.

The chart below is for illustration purposes only and provides a simplified visual depiction of how the Offeror's proposals will be ranked within the type of Offeror groupings. Only the SDVOSB track under Functional Category 1 is being shown so that the visual effects can be viewed easily.



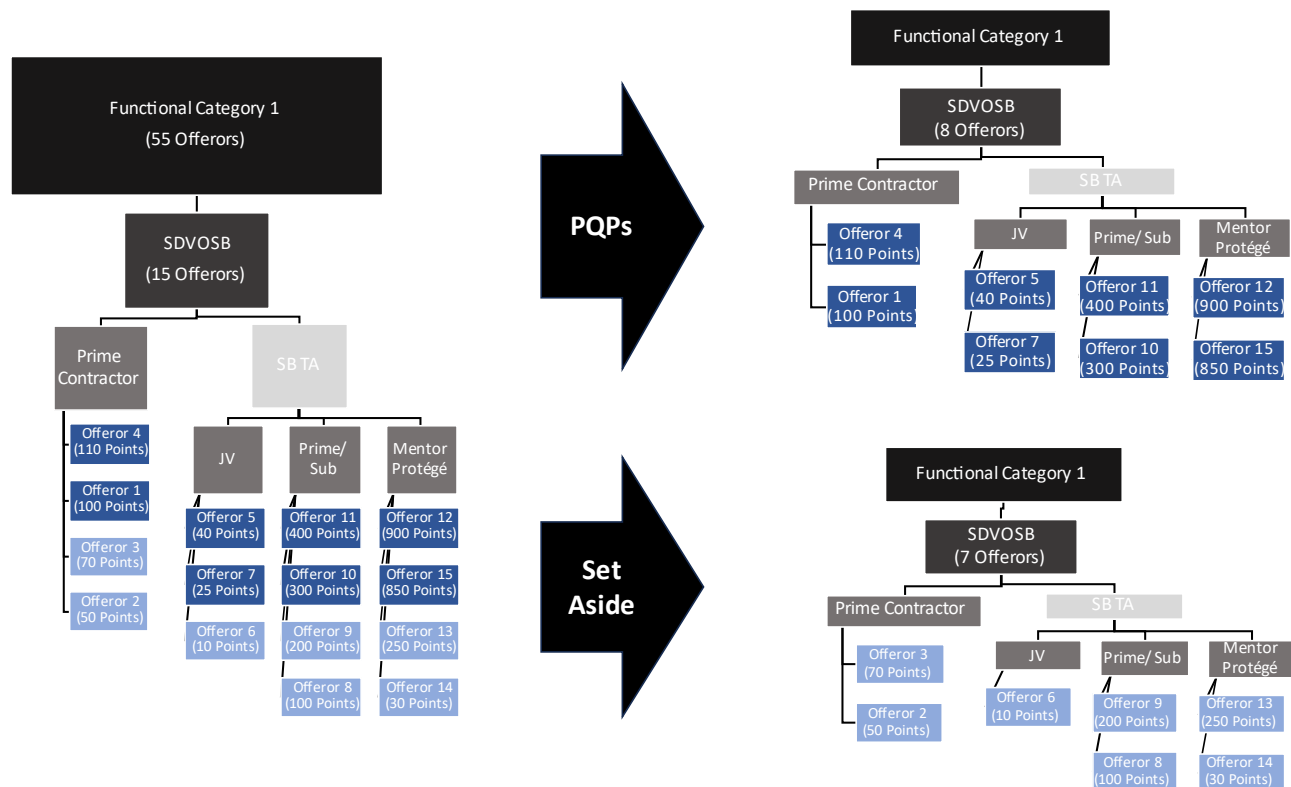
2.2 Identify Preliminary Qualifying Proposals

The DHS will determine how many awards are appropriate for each track for each Functional Category based on the number and ranking of proposals received. The DHS intends to make approximately eight (8) contract awards for each of the four (4) socioeconomic tracks within each of the three (3) Functional Categories. Of the eight (8) awards, the DHS intends on awarding two (2) contracts to Prime Contractors and two (2) to each of the different types of SBTAs as defined in the addendum to 52.212-1, paragraph 1.3.1. The DHS has sole discretion on determining the final number of awards for each track and may therefore deviate from the estimates stated above if it's in the best interest of the Government.

Once the number of awards is selected, the DHS will then segregate the two (2) proposals, for each type of Offeror within each track in each Functional Category with the highest number of claimed points. These proposals with the highest number of claimed points, will each be referred to as a Preliminary Qualifying Proposal and will move forward in the source selection process. All other proposals that are not considered PQPs will remain in order from highest to lowest claimed score and will be set aside. These Offerors will not move forward in the source selection unless the conditions in paragraphs 2.3(a) and 2.4 below exist.

The chart below is for illustration purposes only and provides a simplified visual depiction of which proposals (Offerors 1,4,5,7,10,11,12,15) will be segregated from the other proposals and will be

considered PQPs. The remaining Offerors, 2,3,6,8,9,13,14 will be set aside. Only the SDVOSB track under Functional Category 1 is being shown so that the visual effects can be viewed easily.



Only the proposals from the PQPs will continue in the source selection process as described below. All other proposals that are set aside will not go through the remaining source selection process unless it becomes a PQP, as described below or the Offeror becomes part of the on-ramping process. If the Offeror's proposal is selected in the future for on-ramping, its proposal will go through the remaining source selection process as described below at that time. If the Offeror had already gone through the Acceptability Review as described in the addendum to 52.212-1, paragraph 2.5 and passed, it will not be required to go through the Acceptability Review again at the time on-ramping commences.

2.3 Acceptability Review

a. Following the establishment of the PQPs, the evaluation team will conduct an Acceptability Review in accordance with paragraph 3.0 of this section on each of the PQPs. Any PQP that fails the Acceptability Review may be removed from consideration for award and future on-ramping and notified, in accordance with 52.212-1 Addendum, paragraph 2.5. If this occurs, the proposal with the next highest number of claimed points from the Offerors that were set aside, for that type of Offeror grouping that passes the Acceptability Review will replace the eliminated

proposal as a PQP. Only PQPs that pass all the criteria in the Acceptability Review in accordance with paragraph 3.0 of this section will be considered acceptable.

b. A portion of this Acceptability review will include ensuring all projects being claimed by the Offeror have only been claimed once and not under any other proposal. The DHS will conduct this review by consolidating the contract numbers from every Offerors Individual Project Cover Sheet, Attachment 17, section 6 and verifying there are no duplicates. In the event there are duplicate contract numbers, the project will be removed from **all** Offeror proposals that include the contract number and the points associated with that project will be deducted from the Offeror's total number of points. The proposal will then be re-sorted based upon the revised score. If the proposal remains a PQP, the evaluation of the proposal will continue. If the proposal does not remain a PQP based on the revised score, the evaluation for that proposal will stop for that proposal and that proposal will be placed in the set aside group based on its re-calculated score. If this Offeror's proposal becomes a PQP in the future, it will continue through the source selection process where it last left. Once the Acceptability Review of the PQP stops, the process in paragraph 2.3(a) above will be followed to add a new Offeror from the set aside list as a new PQP.

2.4 Evaluation Process: Factors/Subfactors

2.4.1 Price Evaluation

Following the Acceptability Review screening, the evaluation team will then evaluate and verify the prices proposed for each of the PQP's minimum quantity (Post Award Conference) and those listed in the Offeror's Contractor Labor Category Pricing, Attachment 3 are fair and reasonable in accordance with paragraph 4.2 of this section.

If all the proposed prices are fair and reasonable then that Offeror's proposal will remain a PQP, and the evaluation of the proposal will continue. If the Offeror's proposed prices are not deemed fair and reasonable, then the evaluation of that Offeror's proposal will stop, and the Offeror will be removed from the competition in its entirety. This will include removal as a PQP and exclusion from the future reserve list for on-ramping. Upon this removal, the next highest rated proposal, based upon the total number of claimed points on the Volume I Cover Sheet, Attachment 16, section 10, that was set aside will become a PQP. At this time, the new PQP will go through the Acceptability Review and if passed, it will have its price evaluated. If the Offeror passes both the Acceptability Review and the price evaluation it will move forward in the process. If the new PQPs price is not determined fair and reasonable, then it will be removed and replaced with a new PQP using the process described above. This process will continue until the Government has determined all PQPs have a fair and reasonable price. Once this is established, all PQPs will move forward to the evaluation of the Offeror's Experience/Past Performance, Accounting System and Facility Clearance.

2.4.2 Experience/Past Performance, Accounting System and Facility Clearance Evaluation

Upon verification that the PQPs have passed the Acceptability Review and have fair and reasonable prices for the Post Award Conference and Contractor Labor Category Pricing, the evaluation team will then evaluate and verify all the PQPs claims in its Self-Scoring Sheet(s)/Workbook(s),

Attachment 7. This will include a review of all supporting documentation for Experience/Past Performance, Accounting System and Facility Clearance.

In the event a claimed evaluation element within each subfactor is unsubstantiated or otherwise not given credit, the Offeror's total claimed score (cell D2 of the Self-Scoring Sheet/Workbook) will have the point value of the refuted evaluation element deducted and the proposal will be re-sorted based upon the revised score. If the proposal remains a PQP, the evaluation of the proposal will continue. If the proposal does not remain a PQP, the evaluation for that proposal will stop, and the next highest rated proposal based upon claimed score, (cell D2 of the Self-Scoring Sheet/Workbook) from the set aside list will become a PQP. That PQP's proposal will go through the Acceptability Review and price evaluation and if passed, will continue through the process. If an Offeror is removed as a PQP during this part of the process due to having a lower score based on deductions, that Offeror will be placed on the set-aside list using the score it had to become disqualified as a PQP. For example, if a PQP had a claimed score of 500 and after points were deducted, the score became 300. At the moment the PQPs claimed score became 300, it was outscored by the Offeror with the next highest claimed score on the set aside list which was 301. The original PQP would move to the set aside list and the new PQP that was originally on the set aside list will take its place.

This portion of the process will continue until the apparent successful Offerors for each grouping, track within each Functional Category are identified that represent the HTRO-FRP. Although an Offeror only submits one proposal for each FC, the same proposal will be evaluated separately for each track the Offeror has requested to be considered for in its proposal, Volume I. If an Offeror is selected as a HTRO-FRP in one track it is still eligible to compete in the other tracks that it proposed to under the same FC. For example, if an Offeror qualifies as a SDVOSB and WOSB company under FC1 and request to be considered under both tracks under FC1, then if it selected as a HTRO-FRP under the FC1/SDVOSB track, it is still eligible to compete under the FC1/WOSB track. In contrast, if the Offeror wins an award in FC1/SDVOSB, it is not guaranteed to win in FC1/WOSB but is eligible to compete among the other FC1/WOSB Offerors.

Once the evaluation and verification of the apparent successful Offerors, has been accomplished, the DHS will ensure each has been determined responsible in accordance with paragraph 5.0 of this section. Once all apparent successful Offerors have been determined responsible, evaluations will cease, and contract awards will be announced.

The final list of Offerors that were not PQPs and set aside will then be examined and split into two groups based on their selection on its Volume I Cover Sheet, Attachment 16, section 17, Proposal Validity Date. Offerors that chose for its proposal to be valid until the end of the PACTS III period of performance will be put on a reserve list for future on-ramping and the others will be deemed unsuccessful Offerors for PACTS III and will not be considered for future on-ramping. If an Offeror's proposal was removed for not passing the Acceptability Review, it may not be included on the reserve list for on-ramping. If an Offeror's proposal was removed for not having fair and reasonable PAC or Contractor Labor Category Pricing in accordance with paragraph 4.2, it will not be included on the reserve list for on-ramping. However, in the event future on-ramping is open to the public, that Offeror may provide a proposal to that solicitation at that time.

Once a reserve list for on-ramping has been completed, all proposals contained within groupings based on type of Offeror will then be ranked from highest to lowest, based on the total number of claimed points stated on the Offeror's Volume I Cover Sheet, Attachment 16, section 10. The Offeror's will be informed of its post-award position on the reserve list as part of its debriefing. After awards are made to the PACTS III awardees, the Offerors on the reserve list for on-ramping will go through the process outline in the addendum to 52.212-1, paragraph 2.5 to determine which of the top Offerors on the reserve list have passed the Acceptability Review.

At any time, if the evaluation team discovers misleading, falsified or fraudulent proposal information, the Offeror may be eliminated from further consideration for award and may also result in referral to the DHS Suspension and Debarment Official for potential action.

3.0 Acceptability Review

Each PQP's proposal will first be reviewed for its ability to meet the criteria for the Acceptability Review identified in the paragraphs below. The Acceptability Review will be evaluated on an acceptable/unacceptable basis. If the PQP fails to meet any of the Acceptability Review requirements, the proposal may be ineligible for award and will not be evaluated further. Once an Offeror's proposal has an acceptable Acceptability Review, the DHS will then evaluate the rest of the Offeror's proposal against the remaining criteria outlined in paragraph 4.0 below.

Offerors are encouraged to use the Proposal Organization and Naming Convention Guide, Attachment 9 and Proposal Compliance Checklist, Attachment 10 as tools to ensure it is providing all the documents required by this solicitation. In the event there is a conflict between these attachments and the requirements contained within this solicitation, the solicitation takes precedence.

The DHS will review the documentation in the Offeror's proposal and determine if it meets all the requirements outlined in 52.212-1 and its Addendum. Upon the determination that the Offeror's proposal does meet all the requirements of 52.212-1 and its Addendum, it shall be deemed acceptable. The DHS' review will include but is not limited to:

- 1) Verifying that all information provided is current, accurate and complete;
- 2) Verifying that all required information is contained within the Offeror's, Volume I as outlined in 52.212-1 Addendum;
- 3) Ensuring the Self-Scoring Sheet(s)/Workbook(s) are provided in accordance with 52.212-1 Addendum. This includes verifying the excel document(s) is/are workable, completed in compliance with the Self-Scoring Sheet Instructions, Attachment 11 and have not been altered or manipulated from the original format in any way;
- 4) Ensure all projects being claimed by the Offeror have only been claimed once and not under any other proposal;
- 5) Conducting a top-level review of the documentation the Offeror provided to verify all claims it has made in its Self-Scoring Sheet(s)/Workbook(s);

6) Ensure all contract documentation is included in Volume IV as required in the addendum to FAR 52.212-1.

Any proposal that fails the Acceptability Review may be removed from consideration for award and future on-ramping and the Offeror will be notified in accordance with 52.212-1 Addendum, paragraph 2.5.

4.0 Evaluation Process

The evaluation portion of this source selection includes the DHS verifying the PQPs meet the measures of merit for all evaluation factors as described herein. Offerors are reminded that projects can only be claimed under one proposal and any duplication of projects (including cross teaming) will not be recognized and will be removed from all proposals that include the project in its entirety.

4.1 Factor 1: Technical

The Technical Evaluation provides for three distinct assessments: Experience/Past Performance, Accounting System and Facility Clearance.

4.1.1 Technical Rating

The technical rating reflects the evaluation of the acceptability of the Offeror's claim. A Technical rating will be assessed for elements within each subfactor using the Measure of Merit (MoM) set forth below. All elements contained within Subfactors 1.1, 1.2 and 1.3 will be evaluated using Table 1. Technical Ratings (Acceptable/Unacceptable) below.

Table 1. Technical Ratings (Acceptable/Unacceptable)

| Rating | Description |
|--------------|--------------------------------------|
| Acceptable | Subfactor Element can be verified |
| Unacceptable | Subfactor Element cannot be verified |

The proposals shall be evaluated against the following technical subfactors

4.1.2 Subfactor 1.1: Experience/Past Performance –

Description: This subfactor will evaluate the Offeror's ability to demonstrate that it has experience and past performance that is relevant and recent to PACTS III.

4.1.2.1 Measure of Merit:

This measure of merit is acceptable when the DHS is able to:

- Verify the Offeror provided and delivered completed Self-Scoring Sheet(s)/Workbook(s) required by the addendum to 52.212-1 with its proposal;
- Verify the Offeror provided and delivered all supporting documentation required by the addendum to 52.212-1 for each project the Offeror claims on its completed Self-Scoring Sheet(s)/Workbook(s) with its proposal;
- Verify all projects meet the definitions of relevant and recent as identified in the addendum to 52.212-1, paragraph 4.3.1;

- Verify the following seven (7) elements for each project the Offeror claims using the Offeror's supporting documentation and the evaluation methods described below. The seven (7) elements include: Project Title, Project Contract Number, Total Obligated Value, In-Scope of PACTS III Determination, Period of Performance, Offeror's Name, Past Performance. Note: Element 8 is only required to be deemed acceptable for the Offeror to receive twice the points for that project. If the Element 8, is not deemed acceptable but Elements 1-7 are, the Offeror will only receive the set number of points associated with the project it is claiming.

The DHS will evaluate each of the following elements for each project the Offeror claims using the methods described below. Upon verifying all the criteria for Elements 1-7 have been met based on the methods described herein, the project will be considered verified, deemed acceptable and the Offeror will receive the set number of points associated with the project it is claiming. After Elements 1-7 have been deemed acceptable and upon verifying the criteria for Element 8 (if applicable) has been met based on the methods described herein, the project will be considered verified, deemed acceptable and the Offeror will receive twice the set number of points associated with the project it is claiming.

If the Offeror uses the Project Verification Form to substantiate an element, the DHS may contact the individual(s) stated in Parts II and/or Part III: Prime Contractor/Customer Certification of the Project Verification Form to verify the information provided on the form is correct.

4.1.2.1.1 Federal Government Experience/Past Performance

The DHS will use the following methods to evaluate the PQP's Federal Government experience and past performance.

a. Element 1: Project Title

The DHS will visually review the document fields noted on the evaluation checklist, Table 2 below in the Conformed Contract Award Document to include all modifications, FPDS-NG or the Project Verification Form and the SOW/PWS to verify it is similar or comparable to the Project Title stated on the Self-Scoring Sheet(s)/Workbook(s). Upon confirmation that this information matches, this element is considered verified.

b. Element 2: Project Contract Number

The DHS will visually review the document fields noted on the evaluation checklist, Table 2 below in the Conformed Contract Award Document to include all modifications, FPDS-NG or the Project Verification Form and the SOW/PWS to verify it matches the Project Contract Number stated on the Self-Scoring Sheet(s)/Workbook(s). Upon confirmation that this information matches, this element is considered verified.

c. Element 3: Total Obligated Value

The DHS will visually review the document fields noted on the evaluation checklist, Table 2 below in the Conformed Contract Award Document to include all modifications, FPDS-NG or the Project Verification Form to verify it matches the Total Obligated Value stated on the Self-Scoring Sheet(s)/Workbook(s). Upon confirmation that information in the documents listed

above match, as well the Total Obligated Value meets the definition of relevant as defined in 52.212-1 Addendum 4.3.1.1.1(c), this element is considered verified.

d. Element 4: In-Scope of PACTS III Determination

The DHS will visually review the document fields noted on the evaluation checklist, Table 2 below in the Conformed Contract Award Document to include all modifications, FPDS-NG or the Project Verification Form and the SOW/PWS to verify the proposed project is within scope of PACTS III. Upon confirmation that the predominant service being provided under the claimed project is in-scope of the Functional Category the Offeror is proposing, this element is considered verified.

i. Conformed Contract Award Document to include all modifications

Conformed Contract Award Document to include all modifications, must be submitted in accordance with 52.212-1 Addendum for all projects and regardless if the Offeror is using FPDS-NG, the Project Verification Form or a combination of the two as documentation to verify the associated project is within scope. Upon confirmation that all the information below matches, this element is considered verified.

(1) The primary NAICS code stated in the Conformed Contract Award Document to include all modifications, matches the NAICS code associated with the Offeror's proposed Functional Category;

(2) the PSC stated in the Conformed Contract Award Document to include all modifications, matches the PSC stated in the Self-Scoring Sheet(s)/ Workbook(s) and is listed under the primary NAICS code that is associated with the Functional Category in the Functional Category NAICS/PSC Relationships, Attachment 2.

ii. FPDS-NG

The following fields will be visually reviewed on the FPDS-NG report for each project. Upon confirmation that all the information below matches this element is considered verified.

(1) If using FPDS-NG, the Principal NAICS code field in FPDS-NG must match the primary NAICS code associated with the Offeror's proposed Functional Category;

(2) If using FPDS-NG, the Product/Service Code field stated in FPDS-NG for that project must match:

(a) the Product Service Code stated on the Self-Scoring Sheet(s)/Workbook(s);

(b) be listed under the primary NAICS code that is associated with the Functional Category in the Functional Category NAICS/PSC Relationships, Attachment 2.

iii. FPDS-NG and Project Verification Form, SOW/PWS Combination

If using the combination of the FPDS-NG and Project Verification Form the following may be used to substitute one another. If the Offeror substitutes one or more fields in the FPDS-

NG with the Project Verification Form, it shall provide the SOW/PWS regardless which field it is. Upon confirmation that all the information below either matches or is similar or comparable, whichever is required, this element is considered verified.

(1) If the NAICS code is missing or the Offeror believes it was stated incorrectly in FPDS-NG, the Offeror must submit the Project Verification Form, completing the Project Principal NAICS code field. The DHS will evaluate it in accordance with paragraph (d)(ii)(1) above. The Project Principal NAICS shall represent the preponderance of the services provided in the project. The Offeror must use the NAICS code from either the FPDS-NG or Project Verification Form.

(2) If the PSC is missing or the Offeror believes it was stated incorrectly in FPDS-NG, the Offeror must submit the Project Verification Form, completing the Project Principal Product Service Code field. The DHS will evaluate it in accordance with paragraph (d)(ii)(2) above. The Project Principal PSC shall represent the preponderance of the services provided in the project. The Offeror must use the PSC from either the FPDS-NG or Project Verification Form.

(3) If using the Project Verification Form, the Offeror is required to also provide and deliver the SOW/PWS/SOO associated with the project it is claiming. The DHS will review the SOW/ PWS/SOO to verify the predominant scope of work being performed is similar to the services outlined in the SOW, Attachment 1 and the NAICS code associated with each functional category the Offeror is submitting its offer for. The predominant scope of work for the project identified in the SOW/PWS/SOO must have been performed by the Offeror.

e. Element 5: Period of Performance

The DHS will visually review the document fields noted on the evaluation checklist, Table 2 below in the Conformed Contract Award Document to include all modifications, FPDS-NG or the Project Verification Form and the SOW/PWS/SOO to verify it matches the Period of Performance stated on the Self-Scoring Sheet(s)/ Workbook(s). Upon confirmation that information in the documents listed above match the POP as well meets the definitions of relevant and recent as defined in 52.212-1 Addendum, paragraph 4.3.1.1, this element is considered verified.

f. Element 6: Offeror's Name

The DHS will visually review the document fields noted on the evaluation checklist, Table 2 below in the Conformed Contract Award Document to include all modifications, FPDS-NG or the Project Verification Form and the SOW/PWS to verify it matches the Offeror's Name stated on the Self-Scoring Sheet(s)/Workbook(s). Upon confirmation that this information matches, this element is considered verified.

g. Element 7: Past Performance

The DHS will retrieve the Offeror's Performance Record Assessment Report from the Contractor Performance Assessment Reporting System (CPARS) from the last three (3) years.

The DHS will visually review the document fields noted on the evaluation checklist, Table 2 below in the Offeror's Performance Record Assessment Report to verify each field for each Federal project that the Offeror claimed contains "Satisfactory" or above ratings. Federal projects with no CPARS record will be evaluated as neutral. Upon confirmation that each project claimed received a rating of satisfactory or higher for all CPARS fields, this element is considered verified.

In addition to reviewing past performance for each project the Offeror claims, the government will review all past performance information in CPARS that is relevant to PACTS III from the last three (3) years. This will include past performance that may not pertain to the claimed projects. In addition to CPARS, the DHS may review other Government contracts and legitimate sources of information as deemed relevant about an Offeror's overall performance or business integrity. After review of all relevant past performance, it is revealed that an Offeror has overall excessive marginal or unsatisfactory past performance, as defined in FAR 42.1503 the Offeror may be eliminated from receiving an award. This evaluation of past performance will not be used to determine contractor responsibility.

h. Element 8: Team Management

The DHS will visually review the document fields noted on the evaluation checklist, Table 2 below in the Partner and/or Subcontract Agreements provided to verify it **directly** managed a team that is equal to or greater in size to which the Offeror is proposing. Upon confirmation that the information in the document(s) provided substantiated the Offeror's claim, this element is considered verified.

See Table on Following Page

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Table 2. Federal Government Projects Evaluation Checklist

| SUPPORTING DOCUMENTS | EVALUATION ELEMENTS | | | | | | | |
|--|--------------------------------------|----------------------|-----------------------|------------------------|----------|----------------|------------------|-----------------|
| | Project Title | Project Contract No. | Total Obligated Value | In-Scope Determination | POP | Offeror's Name | Past Performance | Team Management |
| | SUPPORTING DOCUMENT FIELDS EVALUATED | | | | | | | |
| Conformed Contract Award Document to include all modifications <i>(Req'd for All)</i> Ref. 52.212-1, Para. 4.3.1.2.1(b) | X | X | X | X | X | X | | |
| and, FPDS Fields Ref. Addendum to 52.212-1, Para. 4.3.1.2.1(c)&(d) | | | | | | | | |
| Description of Requirement | X | | | | | | | |
| Procurement Identifier | | X | | | | | | |
| Total Action Obligation | | | X | | | | | |
| Principal NAICS Code | | | | X | | | | |
| Product/Service Code | | | | X | | | | |
| Period of Performance Start Date | | | | | X | | | |
| Completion Date | | | | | X | | | |
| Unique Entity ID | | | | | | X | | |
| Legal Business Name | | | | | | X | | |
| CAGE Code | | | | | | X | | |
| or, Project Verification Form (PVF) Fields Ref. Addendum to 52.212-1, Para. 4.3.1.2.1(d) | | | | | | | | |
| Project Name | X | | | | | | | |
| Contract/Order Number | | X | | | | | | |
| Project Obligation Amount | | | X | | | | | |
| Project Principal NAICS | | | | X | | | | |
| Project Principal Product Service Code (PSC) | | | | X | | | | |
| Period of Performance Start Date | | | | | X | | | |
| Period of Performance End Date | | | | | X | | | |
| Unique Entity ID | | | | | | X | | |
| Legal Business Name | | | | | | X | | |
| CAGE Code | | | | | | X | | |
| and, SOW/PWS/SOO <i>(Req'd if using PVF to supplement any FPDS field)</i> Ref. Addendum to 52.212-1, Para. 4.3.1.2.1(d) | | | | | | | | |
| Varies based upon document provided | X | X | X | X | X | X | | |
| CPARS Performance Record Assessment Report | | | | | | | | |
| Quality of Product/Service | | | | | | | X | |
| Cost | | | | | | | X | |
| Schedule | | | | | | | X | |
| Management | | | | | | | X | |
| Regulatory Compliance | | | | | | | X | |
| Partner and/or Subcontractor Agreements Ref. Addendum to 52.212-1, Para. 4.3.1.2.1(e) | | | | | | | | |
| Varies based upon document provided | | | | | | | | X |

4.1.2.1.2 Non-Federal and First-Tier Subcontract Federal/Non-Federal Experience/Past Performance

The DHS will use the following methods to evaluate the PQP's Non-Federal and First-Tier, Federal/Non-Federal Subcontract experience and past performance.

a. Element 1: Project Title

The DHS will visually review the document fields noted on the evaluation checklist, Table 3 below in the Conformed Contract Award Document to include all modifications, the Project Verification Form, and the Contract Requirement Documentation to verify it matches the Project Title stated on the Self-Scoring Sheet(s)/Workbook(s). Upon confirmation that this information is similar or comparable, this element is considered verified.

b. Element 2: Project Contract Number

The DHS will visually review the document fields noted on the evaluation checklist, Table 3 below in the Conformed Contract Award Document to include all modifications, the Project Verification Form and the Contract Requirement Documentation to verify it matches the Project Contract Number stated on the Self-Scoring Sheet(s)/Workbook(s). Upon confirmation that this information matches, this element is considered verified.

c. Element 3: Total Obligated Value

The DHS will visually review the document fields noted on the evaluation checklist, Table 3 below in the Conformed Contract Award Document to include all modifications, the Project Verification Form, and the Contract Requirement Documentation to verify it matches the Total Obligated Value stated on the Self-Scoring Sheet(s)/Workbook(s).

Upon confirmation that information in the documents listed above match the Total Obligated Value as well meets the definition of relevant as defined in 52.212-1 Addendum 4.3.1.1(c), this element is considered verified.

d. Element 4: Within Scope of PACTS III

The DHS will visually review the document fields noted on the evaluation checklist, Table 3 below in the Conformed Contract Award Document to include all modifications, the Project Verification Form, and the Contract Documentation to verify the proposed project is within scope of PACTS III. Upon confirmation that the predominant service being provided under the claimed project is in-scope of the Functional Category the Offeror is proposing, this element is considered verified.

i. Conformed Contract Award Document to include all modifications

The Conformed Contract Award Document to include all modifications must be submitted in accordance with 52.212-1 Addendum for all projects to verify the associated project is within scope. Upon confirmation that the predominant service being provided in the project being claimed is similar or comparable to the scope of the proposed Functional Category as defined in the SOW, this element is considered verified.

ii. Project Verification Form

The following fields will be visually reviewed on the Project Verification Form for each project. Upon confirmation that all the information below either matches or is similar or comparable, whichever is required, this element is considered verified.

(1) The Project Principal NAICS code stated in the Project Verification Form matches the primary NAICS code associated with the Offeror's proposed Functional Category. The

Project Principal NAICS shall represent the preponderance of the services provided in the project.

(2) The Project Principal Product Service Code field is similar or comparable to the Product Service Code the Offeror stated on its Self-Scoring Sheet(s)/Workbook(s) for the respective project. The PSC stated on the Self-Scoring Sheet(s)/Workbook(s) must also be listed under the primary NAICS code that is associated with the Functional Category in the Functional Category NAICS/PSC Relationships, Attachment 2. The PSC shall represent the preponderance of the services provided in the project.

iii. Contract Requirement Documentation

The DHS will visually review the Contract Requirement Documentation to verify the predominant scope of work being performed is similar to the services outlined in the SOW, Attachment 1 and the NAICS code associated with each functional category the Offeror is submitting its offer for. The predominant scope of work for the project identified in the Contract Requirement Documentation must have been performed by the Offeror. Upon confirmation that all the scope is similar or comparable, this element is considered verified.

e. Element 5: Period of Performance (POP)

The DHS will visually review the document fields noted on the evaluation checklist, Table 3 below in the Conformed Contract Award Document to include all modifications, the Project Verification Form and the Contract Requirement Documentation to verify it matches the Period of Performance stated on the Self-Scoring Sheet(s)/Workbook(s). Upon confirmation that information in the documents listed above match as well the POP meets the definitions of relevant and recent as defined in 52.212-1 Addendum, paragraph 4.3.1.1, this element is considered verified.

f. Element 6: Offeror's Name

The DHS will visually review the document fields noted on the evaluation checklist, Table 3 below in the Conformed Contract Award Document to include all modifications, the Project Verification Form, and the Contract Documentation to verify it matches the Offeror's Name stated on the Self-Scoring Sheet(s)/Workbook(s). Upon confirmation that this information matches, this element is considered verified.

g. Element 7: Past Performance

The DHS will visually review the document field noted on the evaluation checklist, Table 3 below in the Project Verification Form to verify the Offeror has a "Satisfactory" or above rating. Upon confirmation that the project claimed received a rating of satisfactory or above, this element is considered verified.

In addition to reviewing past performance for each project the Offeror claims, the government reserves the right to review past performance information that is relevant to PACTS III and does not pertain to the claimed projects. This information may come from other Government contracts and legitimate sources of information as deemed relevant about an Offeror's overall performance or business integrity. After review of all relevant past performance, it is revealed that an Offeror has overall excessive marginal or unsatisfactory past performance, as defined in

FAR 42.1503 the Offeror may be eliminated from receiving an award. This evaluation of past performance will not be used to determine contractor responsibility.

h. Element 8: Team Management

The DHS will visually review the document fields noted on the evaluation checklist, Table 3 below in the Partner and/or Subcontract Agreements provided to verify it **directly managed** a team that is equal to or greater in size to which the Offeror is proposing. Upon confirmation that the information in the document(s) provided substantiated the Offeror's claim, this element is considered verified.

Table 3. Non-Federal and First-Tier Subcontract Federal/Non-Federal Evaluation Checklist

| SUPPORTING DOCUMENTS | EVALUATION ELEMENTS | | | | | | | |
|---|--------------------------------------|----------------------|-----------------------|------------------------|-----|----------------|------------------|-----------------|
| | Project Title | Project Contract No. | Total Obligated Value | In-Scope Determination | POP | Offeror's Name | Past Performance | Team Management |
| | SUPPORTING DOCUMENT FIELDS EVALUATED | | | | | | | |
| Conformed Contract Award Document to include all modifications (<i>Req'd for All</i>) Ref. 52.212-1, Para. 4.3.1.2.2(b) | X | X | X | X | X | X | | |
| and, Project Verification Form (PVF) Fields Ref. 52.212-1, Para. 4.3.1.2.2(c) | | | | | | | | |
| Project Name | X | | | | | | | |
| Contract/Order Number | | X | | | | | | |
| Project Obligation Amount | | | X | | | | | |
| Project Principal NAICS | | | | X | | | | |
| Project Principal Product Service Code (PSC) | | | | X | | | | |
| Period of Performance Start Date | | | | | X | | | |
| Period of Performance End Date | | | | | X | | | |
| Unique Entity ID | | | | | | X | | |
| Legal Business Name | | | | | | X | | |
| CAGE Code | | | | | | X | | |
| Past Performance | | | | | | | X | |
| and, Contract Requirement Documentation (<i>Req'd if using PVF to supplement any FPDS field</i>) Ref. 52.212-1, Para. 4.3.1.2.2(d) | | | | | | | | |
| Varies based upon document provided | X | X | X | X | X | X | | |
| Partner and/or Subcontractor Agreements Ref. Addendum to 52.212-1, Para. 4.3.1.2.2(e) | | | | | | | | |
| Varies based upon document provided | | | | | | | | X |

4.1.3 Subfactor 1.2: Accounting System

Description: This subfactor will evaluate the Offeror's ability to demonstrate that it has an accounting system that is adequate for Time and Material and Labor Hour contracts at the time the Offeror submits its proposal.

4.1.3.1 Measure of Merit

This measure of merit is acceptable when the DHS is able to:

- Verify the Offeror provided and delivered completed Self-Scoring Sheet(s)/Workbook(s) with its proposal;
- Verify the Offeror provided and delivered all supporting documentation required by the addendum to 52.212-1 for the Offeror claiming it possesses an adequate accounting system with its proposal;
- Visually review the evidence of an adequate accounting system provided by the Offeror and can confirm it is adequate as defined in the addendum to 52.212-1 at the time the Offeror submits its proposal.

4.1.4 Subfactor 1.3: Facility Clearance

Description: This subfactor will evaluate the Offeror's ability to demonstrate that it has either a Secret or Top-Secret facility clearance that is acceptable at the time the Offeror submits its proposal.

4.1.4.1 Measure of Merit

This measure of merit is acceptable when the DHS is able to:

- Verify the Offeror provided and delivered completed Self-Scoring Sheet(s)/Workbook(s) with its proposal;
- Verify the Offeror provided and delivered all supporting documentation required by the addendum to 52.212-1 for the Offeror claiming it possesses the facility clearance stated on its completed Self-Scoring Sheet(s)/Workbook(s) with its proposal;
- Visually review the documentation provided by the Offeror that asserts the Offeror has the level of clearance it is claiming and can confirm within the Defense Security Service (DSS) system that all the information is correct and is acceptable as defined in the addendum to 52.212-1 at the time the Offeror submits its proposal.

4.2 Factor 2: Price

4.2.1 Subfactor 1.1: Minimum Quantity (Post Award Conference) Price

The minimum quantity price, which is for the Post Award Conference will be evaluated for fairness and reasonableness only to award and satisfy the IDIQ minimum quantity for each awardable Offeror.

4.2.1.1 Fairness and Reasonableness

The Offeror's minimum quantity price may be evaluated, using one (1) or more of the techniques defined in FAR 15.404, to determine if it is fair and reasonable. For a price to be fair and reasonable, it must be no more than \$250.00.

4.2.2 Subfactor 1.2: Contractor Labor Category Prices

For the purposes of this solicitation, price is not rated and is not ranked in the order of evaluation criteria. Rather, the DHS will evaluate price for fairness and reasonableness. Price in this context means the labor rates proposed. This evaluation will not result in a total evaluated price as there is no total price to evaluate at the IDIQ level. Fair and reasonable labor rates proposed will be used to establish maximum rates on awarded IDIQ contracts if awarded and will apply, for the life of

the IDIQ, to all task order types issued (e.g. Firm-Fixed Price, Time and Material, Labor Hour, etc.).

4.2.2.1 Fairness and Reasonableness

The DHS will evaluate the labor category prices for fairness and reasonableness in accordance with FAR 15.404. This evaluation will entail the DHS comparing the Offeror's proposed labor rates for the base and all option periods to the DHS's Labor Category Pricing, Attachment 8 which are based on the following information:

The DHS's fully burdened rates detailed in the DHS's Labor Category Pricing, Attachment 8 were developed based on the following information:

- One full-time equivalent utilizing 1,872 hours/year
- 2025 PACTS II ceiling rates
- GSA Multiple-Award Schedule tool rates at +1 standard deviation
- Labor categories align with core engineering disciplines as reported by BLS
- Firm-Fixed price orders assuming these types of orders provide the most risk to the Offerors
- An escalation rate of 3% based on Global Insight which used historical inflation factors from the Bureau of Labor Statistics applicable to professional services in the United States to make projections over the next fifteen (15) years.
- Desired educational and experience standards outlined in BLS Standard Occupational Classifications, Attachment 4

For a price to be fair and reasonable, the Offeror cannot propose a fully burdened labor rate exceeding the price provided in DHS's Labor Category Pricing, Attachment 8, for that applicable labor category. If the Offeror's proposed, fully burdened labor rates do exceed **any** of the labor rates, for **any** of its Functional Category labor categories outlined in DHS's Labor Category Pricing, Attachment 8, the entire proposal will be determined unreasonable and therefore, will not be awarded a contract. For example, if 29 of the 30 labor categories for Functional Category 1 are determined fair and reasonable but one (1) is not, the Contractor Labor Category Pricing will not be determined fair and reasonable in its entirety. Therefore, the Offeror's proposal will be deemed ineligible for award and removed from the source selection.

5.0 Responsibility

The overall responsibility determination will be made on an acceptable/unacceptable basis using the criteria outlined in FAR 9.104-1. The government cannot award to an Offeror who is not responsible.

The government will use all information submitted in the Offeror's proposal as well as any other information the government obtains from its information system and other legitimate sources of information to arrive at this determination.

The government will refer to the SBA for a certificate of competency for those small businesses who are determined as not responsible.