



REQUEST FOR PROPOSAL (RFP)

47QFPA23R0001

**Title: Analytical Support for Office People Analytics Centers for Health & Resilience
(H&R) and Retention & Readiness (R&R)**

Date: Feb 28, 2023

Issued By:

U.S General Services Administration (GSA)

Federal Acquisition Service (FAS)

Assisted Acquisition Services (AAS)

Pacific Rim Region 9



SECTION B: SF 1449 CONTINUATION

B.1 GENERAL

This acquisition is being conducted under Federal Acquisition Regulation (FAR) Parts 12 and 15 to establish a Single Award, Indefinite Delivery, Indefinite Quantity (IDIQ) contract for the Defense Human Resources Activity (DHRA), Office of People Analytics (OPA). The contractor shall provide all services and supplies necessary to perform on a Task Order (TO) basis. The TOs shall be performed in accordance with (IAW) all sections of the IDIQ Contract.

Please note that the Contractor Performance Assessment Reporting System (CPARS) and Contracting Officer's Representative (COR) Reporting will be done at the IDIQ level during contract administration).

B.2 CONTRACT TYPE and CONTRACT CEILING

The U.S. General Services Administration (GSA) intends to award a Single Award Indefinite Delivery, Indefinite Quantity (IDIQ) Firm-Fixed Price (FFP) contract that shall permit the award of Task Orders. The IDIQ will also include Other Direct Costs (ODCs) and Travel on a reimbursable basis, with no fee. Orders will be issued by a Contracting Officer from the GSA, Federal Acquisition Service (FAS), Assisted Acquisition Service (AAS), Pacific Rim Region 9.

The Schedule of Services is provided below in Section B. The contractor shall perform the effort required by this Contract on a Firm-Fixed Price (FFP) basis for CLIN 0001 and a Cost Reimbursement with No Fee basis for CLINs 0002 and 0003. The following abbreviations are used in this price schedule:

CLIN: Contract Line-Item Number

FFP: Firm-Fixed-Price

CR: Cost Reimbursement with No Fee

NTE: Not to Exceed

ODC: Other Direct Cost

The IDIQ ceiling is \$134,500,000.00. The total value of all orders cannot exceed this IDIQ ceiling.

B.3 IDIQ CONTRACT ESTABLISHED RATES

The Price Schedule for the IDIQ Contract, by labor category and ordering period, will be included in the contract as Exhibit A. The IDIQ Contract includes the standard set of labor categories in the contract. The Contractor's fully burdened labor rates included in the Price Schedule will be incorporated into the IDIQ Contract upon award. The labor rates proposed for each year of the IDIQ contract are binding maximum labor rates for the labor category. Labor rates proposed for individual task orders may not exceed the applicable labor rates proposed for the relevant year of the IDIQ.

B.3.1 TASK ORDER PRICING

The Contractor shall price orders utilizing the established labor category and labor rates in Exhibit A – Price Schedule, unless a deviation is requested by the Government or a labor rate reduction is offered by the contractor. The Contracting Officer (CO) has the authority and responsibility for the determination of price reasonableness for each TO's requirements. All task orders under this contract shall be priced in accordance with the provisions contained in Section B. Under this contract, the contractor shall perform all services in accordance with task orders, which will be based upon the actual DHRA/OPA requirements outlined in the Performance Work Statement (Attachment 1).

B.3.2 LABOR RATES

The Contractor's fully burdened labor rates included in their pricing proposal (Volume III) and in Section B.5 Pricing Schedule below apply for the five-year base ordering period of the contract, accordingly, and shall be used by the Contractor when pricing task orders under the contract. As needed, additional labor categories



and rates will be negotiated at the task order level and will be incorporated to the table as they are approved. Each task order will be negotiated on an individual basis.

B.4 SF1449 – BLOCK 18a – PAYMENT WILL BE MADE BY

Payments will be made by GSA. The contractor shall submit invoices for task orders issued against this contract electronically by logging into the Assisted Services Information System (ASSIST) portal (<https://assist.gsa.gov>), navigating to the appropriate order, and creating the invoice for that order. For additional assistance contact the ASSIST Helpdesk at (877) 472-4877. Do NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

B.5 SF 1449 CONTINUATION – BLOCKS 19-24

B.5.1 FIVE YEAR ORDERING PERIOD

FFP CLIN	DESCRIPTION	QTY	UNIT	TOTAL NTE CEILING (From Exhibit A)
0001	Labor in accordance with Attachment 1 - Performance Work Statement	60	MO	\$132,296,000

CR CLIN	DESCRIPTION	QTY	UNIT	TOTAL NTE VALUE (From Exhibit A)
0002	Travel	60	MO	\$225,000
0003	ODCs	60	MO	\$1,979,000

B.5.2 TOTAL CONTRACT CEILING (FIVE YEAR BASE PERIOD) \$ 134,500,000

B.6 SF1449 – BLOCK 25 – ACCOUNTING AND APPROPRIATION DATA

Accounting data will be provided for individual orders issued against this IDIQ contract.

B.7 TRAVEL - CLIN 0002

Estimated travel costs will be negotiated before award of a Task Order. No contractor fee will be paid on travel expenses. The contractor agrees to use the most economical method of travel available. Contractor costs for travel will be reimbursed at actual allowable cost, within the limits set in the following regulations (see FAR 31.205-46):

(A) Joint Travel Regulation (JTR) - prescribed by the GSA, for travel in the contiguous U.S.



(B) Federal Travel Regulation (FTR) Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.

(C) Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

Prior to going on travel, the contractor shall prepare a preliminary budget and submit it to the Contracting Officer's Representative (COR) and the Contracting Officer (CO) for review. Travel is only authorized after either the COR or CO approves the request and the aforementioned preliminary budget.

B.8 OTHER DIRECT COSTS (ODCs)

This clause pertains to Contractor Acquired, Government owned ODCs – CLIN 0003

The Government may require the contractor to purchase other direct costs related to the services being acquired under the contract and within the limits of the NTE amount in the task order. The Government anticipates that other direct costs to be ordered may include survey website subscription fees, incentives, and incidentals.

Offerors shall include Other Direct Costs in each task order proposal, if necessary, to cover any costs associated with ODCs. After award, all ODCs shall receive government COR approval prior to funds being expended. The COR must approve all requests for final ODCs prior to the contractor incurring costs. The actual pricing of the required ODCs provided by the Contractor will be validated by the COR. The Contractor shall attach back up documentation/receipts of ODC purchases to each invoice. Invoices for ODCs will not be paid until proper verification of backup documentation including purchase approval, any competitive quotes, and receipts. FAR clause 52.216-7 only applies to ODC and travel. Please see above in Section B.5.1 for the ODC NTE amount.

B.9 INDIRECT/MATERIAL HANDLING RATES

Task Order long-distance travel, Tools, and ODC costs incurred may be burdened with the contractor's indirect/material handling rate in accordance with the contractor's disclosed practices and as approved by the Contracting Officer. If no indirect rate is specified in the proposal to apply to task order ODCs and travel, no indirect rate shall be applied to or reimbursed on these costs.

B.10 GSA ASSIST

The resultant task order will be issued and administered via GSA's ASSIST. Please ensure your points of contact are registered in the system. Please go to <https://assist.gsa.gov> for registration information and to verify your account is active and current. Offerors should verify their complete business mailing address, contact name, phone number, fax number, remittance address, and email address. Failure to be registered or have an active account will result in a delay in the award or no award.

(END OF SECTION B)

SECTION C: CONTRACT CLAUSES

C.1 CONTRACT DURATION

This contract has a base ordering period of five years, starting on the date of contract award and ending 60 months thereafter.

C.2 PACKAGING AND MARKING

All reports or data deliverables to be submitted on this contract will be identified on individual task orders and shall be submitted with a letter of transmittal identifying the contract number and delivery order number and title or description of data being submitted.



Any required Monthly Status Reports (MSRs) and deliverables shall be submitted via the GSA ASSIST portal using the Post-Award Collaboration as a report or deliverable and shall be separate from the invoice.

C.3 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of 52.216-22, "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of \$1,000,000.00 worth of services. The Government has no obligation to issue task orders beyond this specified amount. The minimum will be obligated concurrent with contract award on the first task order. The maximum quantity is the remaining IDIQ total ceiling amount for five years of services, travel, and ODCs. The maximum quantity is not to be exceeded without prior approval of the Contracting Officer. The minimum guaranteed award amount is not applicable if the contract is terminated for default or is bilaterally canceled by the parties.

C.4 CONTRACT CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSE	TITLE	DATE
52.202-1	Definitions	JUN 2020
52.203-3	Gratuities	APR 1984
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
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	NOV 2021
52.216-7	Allowable Cost and Payment	AUG 2018
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	NOV 2021
52.237-3	Continuity Of Services	JAN 1991
52.245-1	Government Property	SEP 2021
52.245-9	Use and Charges	APR 2012
DFARS CLAUSE	TITLE	DATE
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011



252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7000	Disclosure of Information	OCT 2016
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.211-7003	Item Unique Identification and Valuation	MAR 2022
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic	DEC 2019
252.219-7004	Small Business Subcontracting Plan (Test Program)	DEC 2022
252.225-7012	Preference For Certain Domestic Commodities	APR 2022
252.227-7013	Rights in Technical Data--Noncommercial Items	DEC 2022
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	DEC 2022
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	DEC 2022
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.239-7010	Cloud Computing Services	SEP 2022
252.243-7002	Requests for Equitable Adjustment	DEC 2022
252.244-7000	Subcontracts for Commercial Items	DEC 2022
252.245-7001	Tagging, Labeling, and Marking Government-Furnished Property	APR 2012



252.245-7002	Reporting Loss of Government Property	JAN 2021
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017

C.5 FAR CONTRACT CLAUSES IN FULL TEXT:

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (DEC 2022)

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

(6) [52.233-4](#), Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (an X below indicates the clause is incorporated in this contract)

 X (1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (JUNE 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.)

 X (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) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) ([31 U.S.C. 6101 note](#)).
- _X_ (9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) ([41 U.S.C. 2313](#)).
- _ (10) [Reserved].
- _ (11) [52.219-3](#), Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) ([15 U.S.C. 657a](#)).
- _X_ (12) (i) [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](#)).
- _ (13) [Reserved]
- _ (14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- _ (ii) Alternate I (MAR 2020) of [52.219-6](#).
- _ (15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).
- _ (ii) Alternate I (MAR 2020) of [52.219-7](#).
- _X_ (16) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- _X_ (17) (i) [52.219-9](#), Small Business Subcontracting Plan (OCT 2022) ([15 U.S.C. 637\(d\)\(4\)](#)).
- _ (ii) Alternate I (Nov 2016) of [52.219-9](#).
- _X_ (iii) Alternate II (Nov 2016) of [52.219-9](#).
- _ (iv) Alternate III (JUN 2020) of [52.219-9](#).
- _ (v) Alternate IV (SEP 2021) of [52.219-9](#).
- _ (18) (i) [52.219-13](#), Notice of Set-Aside of Orders (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- _ (ii) Alternate I (MAR 2020) of [52.219-13](#).
- _ (19) [52.219-14](#), Limitations on Subcontracting (OCT 2022) ([15 U.S.C. 637s](#)).
- _X_ (20) [52.219-16](#), Liquidated Damages-Subcontracting Plan (SEP 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).
- _ (21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) ([15 U.S.C. 657f](#)).
- _X_ (22) (i) [52.219-28](#), Post Award Small Business Program Rerepresentation (OCT 2022) ([15 U.S.C. 632\(a\)\(2\)](#)).
- _ (ii) Alternate I (MAR 2020) of [52.219-28](#).
- _ (23) [52.219-29](#), Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- _ (24) [52.219-30](#), Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) ([15 U.S.C. 637\(m\)](#)).
- _ (25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (MAR 2020) ([15 U.S.C. 644\(r\)](#)).
- _ (26) [52.219-33](#), Nonmanufacturer Rule (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- _X_ (27) [52.222-3](#), Convict Labor (JUN 2003) (E.O.11755).
- _ (28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (DEC 2022) (E.O.13126).
- _X_ (29) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- _X_ (30) (i) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- _ (ii) Alternate I (FEB 1999) of [52.222-26](#).
- _X_ (31) (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_ (32) (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_ (33) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- _X_ (34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- _X_ (35) (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_ (36) [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 items as prescribed in [22.1803](#).)

- (37) (i) [52.223-9](#), Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) ([42 U.S.C. 6962\(c\)\(3\)\(A\)\(ii\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of [52.223-9](#) ([42 U.S.C. 6962\(i\)\(2\)\(C\)](#)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (38) [52.223-11](#), Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (40) (i) [52.223-13](#), Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (OCT 2015) of [52.223-13](#).
- (41) (i) [52.223-14](#), Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun2014) of [52.223-14](#).
- (42) [52.223-15](#), Energy Efficiency in Energy-Consuming Products (MAY 2020) ([42 U.S.C. 8259b](#)).
- (43) (i) [52.223-16](#), Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of [52.223-16](#).
- X_ (44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- (45) [52.223-20](#), Aerosols (JUN 2016) (E.O. 13693).
- (46) [52.223-21](#), Foams (Jun 2016) (E.O. 13693).
- X_ (47) (i) [52.224-3](#) Privacy Training (JAN 2017) (5 U.S.C. 552 a).
- (ii) Alternate I (JAN 2017) of [52.224-3](#).
- (48) [52.225-1](#), Buy American-Supplies (OCT 2022) ([41 U.S.C. chapter 83](#)).
- (i) Alternate I (OCT 2022) of 52.225-1.
- (49) (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](#).
- (50) [52.225-5](#), Trade Agreements (DEC 2022) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301 note](#)).
- X_ (51) [52.225-13](#), Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (52) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).
- (53) [52.226-4](#), Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ([42 U.S.C. 5150](#)).
- (54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) ([42 U.S.C. 5150](#)).
- (55) [52.229-12](#), Tax on Certain Foreign Procurements (FEB 2021).
- (56) [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](#)).
- (57) [52.232-30](#), Installment Payments for Commercial Products and Commercial Services (NOV 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 3805](#)).
- X_ (58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) ([31 U.S.C. 3332](#)).
- (59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).
- (60) [52.232-36](#), Payment by Third Party (MAY 2014) ([31 U.S.C. 3332](#)).
- X_ (61) [52.239-1](#), Privacy or Security Safeguards (AUG 1996) ([5 U.S.C. 552a](#)).



- _X_ (62) [52.242-5](#), Payments to Small Business Subcontractors (JAN 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).
- (63) (i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (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 items: (An _X_ below indicates the clause is incorporated into this contract)

- (1) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (2) [52.222-42](#), Statement of Equivalent Rates for Federal Hires (MAY 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (4) [52.222-44](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).
- (5) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (6) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (7) [52.222-55](#), Minimum Wages Under Executive Order 14026 (JAN 2022).
- (8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

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

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

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

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

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



- (i) [52.203-13](#), Contractor Code of Business Ethics and Conduct (NOV 2021) ([41 U.S.C. 3509](#)).
- (ii) [52.203-19](#), 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) [52.219-8](#), Utilization of Small Business Concerns (OCT 2022) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (vi) [52.222-21](#), Prohibition of Segregated Facilities (APR 2015).
- (vii) [52.222-26](#), Equal Opportunity (SEP 2016) (E.O.11246).
- (viii) [52.222-35](#), Equal Opportunity for Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (JUN 2020) ([29 U.S.C. 793](#)).
- (x) [52.222-37](#), Employment Reports on Veterans (JUN 2020) ([38 U.S.C. 4212](#)).
- (xi) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause [52.222-40](#).
- (xii) [52.222-41](#), Service Contract Labor Standards (AUG 2018) ([41 U.S.C. chapter 67](#)).
- (xiii) (A) [52.222-50](#), Combating Trafficking in Persons (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).
- (xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) ([41 U.S.C. chapter 67](#)).
- (xv) [52.222-53](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) ([41 U.S.C. chapter 67](#)).
- (xvi) [52.222-54](#), Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) [52.222-55](#), Minimum Wages Under Executive Order 14026 (JAN 2022).
- (xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).



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

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

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

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

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

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

(End of clause)

52.216-18 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 **the date of award through sixty (60) months (sixty-six (66) months if the FAR clause 52.217-8 in this solicitation is exercised)**; thereafter, if all options are exercised by the Government.

(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. **The Government will typically allow a minimum of 10 calendar days for task order proposals to be prepared and submitted. Occasionally, for urgent requirements, the Government may request a task order proposal be submitted within 5 calendar days.**

(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)

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 **\$10,000.00**, 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 **the awarded ceiling less the combined value of all issued task orders**;

(2) Any order for a combination of items in excess of **the awarded ceiling less the combined value of all issued task orders**; or

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

(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) above, 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 **10** 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)

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 IDIQ contract and not completed within that IDIQ period shall be completed by the Contractor within the time specified in the individual 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 all task orders issued during the ordering period have expired.

(End of Clause)



52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of Clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor **before the end of an active ordering period**; provided that the Government gives the Contractor preliminary written notice of its intent to extend at least **15** calendar 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 **sixty (60)** months. This limitation does not prohibit the government from exercising any option pursuant to FAR 52.217-8.

(d) The IDIQ itself does not have option periods, aside from the FAR clause 52.217-8. This FAR clause 52.217-9 applies to the orders if such options are included at the order level.

(End of Clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2022)—with ALTERNATE II (NOV 2016)

(a) This clause does not apply to small business concerns.

(b) *Definitions.* As used in this clause—

Alaska Native Corporation (ANC) means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

Commercial plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).



Commercial product means a product that satisfies the definition of “commercial product” in Federal Acquisition Regulation (FAR) 2.101.

Commercial service means a service that satisfies the definition of “commercial service” in FAR 2.101.

Electronic Subcontracting Reporting System (eSRS) means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

Individual subcontracting plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

Master subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

Subcontract means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c) (1) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option. The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the Offeror ineligible for award of a contract.

(2) (i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.



(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if–

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.



(2) A statement of–

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to–

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.



(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with–

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will–

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
- (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity *contracts with individual subcontracting plans where the contract is intended* for use by multiple agencies;
- (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;



(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its *unique entity identifier*, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own *unique entity identifier*, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;



(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if-

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively



long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided-

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial products and commercial services. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial product or commercial service. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all



contracts covered by its commercial plan. A Contractor authorized to use a commercial subcontracting plan shall include in its subcontracting goals and in its SSR all indirect costs, with the exception of those such as the following: Employee salaries and benefits; payments for petty cash; depreciation; interest; income taxes; property taxes; lease payments; bank fees; fines, claims, and dues; original equipment manufacturer relationships during warranty periods (negotiated up front with the product); utilities and other services purchased from a municipality or an entity solely authorized by the municipality to provide those services in a particular geographical region; and philanthropic contributions. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in FAR 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.



(ii) (A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702 a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides–

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR. (i) Reports submitted under individual contract plans–

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702(a), and the contractand contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) *Reports submitted under a commercial plan-*

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.



(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browsefar>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

(a) The use in this solicitation or contract 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.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

C.6 DFARS CLAUSES IN FULL TEXT:

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) Definition. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

C.7 GSAM CLAUSES IN FULL TEXT:



552.212-4 Contract Terms and Conditions – Commercial Items (FAR DEVIATION) (JAN 2023)

The paragraphs below replace the same subparagraphs in the FAR clause 52.212-4, along with adding paragraph (w) to the aforementioned FAR clause 52.212-4.

(g)(2) The due date for making invoice payments by the designated payment office is the later of the following two events:

(i) The 10th day after the designated billing office receives a proper invoice from the Contractor. If the designated billing office fails to annotate the invoice with the date of receipt at the time of receipt, the invoice payment due date shall be the 10th day after the date of the Contractor's invoice; provided the Contractor submitted a proper invoice and no disagreement exists over quantity, quality, or Contractor compliance with contract requirements.

(ii) The 10th day after Government acceptance of supplies delivered or services performed by the Contractor.

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

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, Unauthorized Obligations, and Commercial Supplier Agreements - Unenforceable Clauses paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any commercial supplier agreements as amended by the Commercial Supplier Agreements -Unenforceable Clauses provision.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449. (8)

(8) Other documents, exhibits, and attachments.

(9) The specification.

(u) Unauthorized Obligations. (1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any commercial supplier agreement (as defined in [502.101](#)) that includes any language, provision, or clause requiring the Government to pay any future fees, penalties, interest, legal costs or to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation ([31 U.S.C. 1341](#)), the following shall govern:

(i) Any such language, provision, or clause is unenforceable against the Government.

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

(iii) Any such language, provision, or clause is deemed to be stricken from the commercial supplier agreement.

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

(w) Commercial supplier agreements unenforceable clauses. When any supply or service acquired under this contract is subject to a commercial supplier agreement (as defined in [502.101](#)), the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:



(1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

(i) Applicability. This agreement is a part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license or other similar legal instrument (including all contracts, task orders, and delivery orders under FAR 12).

(ii) End user. This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

(iii) Law and disputes. This agreement is governed by Federal law.

(A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or a foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted.

(B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted.

(C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.

(iv) Continued performance. The supplier or licensor shall not unilaterally revoke, terminate or suspend any rights granted to the Government except as allowed by this contract. If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in subparagraph (d) (Disputes).

(v) Arbitration; equitable or injunctive relief. In the event of a claim or dispute arising under or relating to this agreement, a binding arbitration shall not be used unless specifically authorized by agency guidance, and equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).

(vi) Updating terms. (A) After award, the contractor may unilaterally revise commercial supplier agreement terms: if they are not material. A material change is defined as:

(1) Terms that change Government rights or obligations;

(2) Terms that increase Government prices;

(3) Terms that decrease overall level of service; or

(4) Terms that limit any other Government right addressed elsewhere in this contract.

(B) For revisions that will materially change the terms of the contract, the revised commercial supplier agreement must be incorporated into the contract using a bilateral modification.

(C) Any agreement license terms or conditions unilaterally revised subsequent to award that are inconsistent with any material term or provision of this contract shall not be enforceable against the Government, and the Government shall not be deemed to have consented to them.

(vii) No automatic renewals. If any license or service tied to periodic payment is provided under this agreement (e.g., annual software maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express consent by an authorized Government representative.

(viii) Indemnification. Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with [28 U.S.C. 516](#).

(ix) Audits. Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows:

(A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order.



(B) This charge, if disputed by the ordering activity, will be resolved in accordance with subparagraph (d) (Disputes) through the Disputes clause at [552.212-4\(d\)](#); no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute process.

(C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.

(x) Taxes or surcharges. Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.

(xi) Non-assignment. This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under subparagraph (b) of this clause.

(xii) Confidential information. If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the contract price list, as applicable, shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any language, provision, or clause of this agreement conflicts or is inconsistent with the preceding paragraph (w)(1), the language, provisions, or clause of paragraph (w)(1) shall prevail to the extent of such inconsistency.

(End of clause)

C.8 Contractor Performance Assessment Reporting System (CPARS)

CPARS is an automated information system with a web-enabled application created to establish and manage contractor past performance information and performance ratings. The Government will document contractor past performance in CPARS at the IDIQ contract level after every 12 month period of performance. Past performance information will be forwarded to the contractor POC for review and comment. Narratives at the IDIQ contract level will address performance evaluation of separate task orders issued during the past performance evaluation period.

[END OF SECTION C]

SECTION D: CONTRACT DOCUMENTS, EXHIBITS, AND ATTACHMENTS

<u>RFP ATTACHMENT</u>	<u>TITLE</u>	<u>PAGES</u>
1	Contract Performance Work Statement with PWS Attachments	21
2	Small Business Participation Information Sheet	1



3	Reference Information Sheet	1
4	Task Order 1 PWS	7
5	Sample Task Order A PWS	7
6	Sample Task Order B PWS	6
7	Quality Assurance Surveillance Plan (will be removed at time of award and enforced separately)	15
8	Organizational Conflict of Interest (OCI) Template	2
9	Question and Answer Template	1
10	Letter of Commitment	1
11	Controlled Unclassified Information (CUI) Non-Disclosure Agreement	1
Exhibit A	Price Workbook	#6 Tabs

(END OF SECTION D)

SECTION E: SOLICITATION PROVISIONS

E.1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE

FAR PROVISION	TITLE	DATE
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52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-- Representation	JAN 2017
52.204-5	Woman-Owned Business (Other Than Small Business)	OCT 2014
52.204-7	System for Award Management	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.211-2	Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST)	JUL 2021
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation	FEB 1999
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	JUN 2020
DFARS PROVISION	TITLE	DATE
252.203-7005	Representation Relating to Compensation of Former DoD Officials	SEP 2022
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.215-7008	Only One Offer	DEC 2022

E.2 FAR PROVISIONS IN FULL TEXT

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (AUG 2020)

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

Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) 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.

(d) If the Offeror indicates "yes" in paragraph (c) 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)

(End of provision)

52.204-20 PREDECESSOR OF OFFEROR (AUG 2020)

(a) Definitions. As used in this provision–

Commercial and Government Entity (CAGE) code means–

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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.

(b) 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.

(c) If the Offeror has indicated "is" in paragraph (b) 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).

(End of provision)

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)



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)

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)

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-ye

ar 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)

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 FAPIS as required through maintaining an active registration in the System for Award Management via <https://www.sam.gov> (see 52.204-7).

(End of provision)

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)

52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS - ADDENDUM

The following is to be followed in place of the basic provision 52.212-1:

(a) North American Industry Classification System (NAICS) code and small business size standard. The applicable NAICS code for this procurement is 541720 with a small business size standard of \$28.0M in average annual receipts.

(b) Submission of offers Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers must be submitted on the [SF 1449](#), or as otherwise specified in the solicitation. As a minimum, offers must show—

All proposal submissions in response to this solicitation must be signed and dated and **received no later than 12:00 PM Pacific Time on March 30, 2023**. Offerors must submit their proposals electronically to GSA via e-mail at abdalia.smith@gsa.gov and shontae.williams@gsa.gov.

Each electronic file must be clearly marked to show:

- (i) the proposal volume number,
- (ii) solicitation number and
- (iii) offeror's name.

No hard copy or proposals submitted via alternative means will be accepted or evaluated. Offerors are encouraged to submit one (1) email per proposal volume to ensure that the proposal is received in full and on time by the Government as it is the Offeror's responsibility to ensure the proposal is delivered on time. If files are larger than a combined size of 25 MB, several emails may be sent as long as all proposal files are received by the due date and time. Proposal files must not contain classified information. Offerors must ensure receipt of all emails is acknowledged by the due date and time, as no proposal received late will be accepted.

**Submission of Questions:**

Offerors may submit questions in writing to abdalia.smith@gsa.gov and shontae.williams@gsa.gov, utilizing the format in Attachment 9 as follows:

Question Number	Does the Question pertain to the RFP/TOR, PWS or an Attachment	Paragraph Number (if applicable)	Page Number	Question/Comment

Questions directed elsewhere will not be accepted or answered. Questions are due **March 14, 2023 at 12:00 PM Pacific time**, and any questions submitted after the deadline may or may not be reviewed and/or answered by the Government.

Formatting:

Data previously submitted in response to the Request For Information (RFI) Notice ID# 47QFPA22K0005, or other government data call, if any, will not be used in the evaluation of your response to this RFP and should not be included in an offer "by reference." Offers shall be prepared on standard 8.5" by 11" formatted pages with 1" minimum margins. One page is one side of a U.S. letter size (8.5" x 11") piece of paper. Ledger size paper (11" x 17") may be used for the Project Staffing Plan, although ledger size counts as two (2) pages. The type used shall be no smaller than 11-point, except for text inside of proposal tables and charts, which may be no smaller than 10-point.

Proposals shall be prepared and submitted in three (3) volumes, as follows:

Volume	Description	Page Limitation
I	Administrative Information	No Page Limit
II	Written Capability Information Factor I - Small Business Participation Factor II - Technical Information ● <i>Element A: Technical Approach</i> ● <i>Element B: Project Management and Staffing Plan</i> ● <i>*Element C: Quality Control Plan (QCP)</i> Factor III - Past Performance	75 Page Limit (Total) <i>*Element C not included in page limitation*</i>
III	Price Information	No Page Limit

The Government will not review any pages submitted over the page limitations. For each factor, the Government will evaluate the specific content requested by this solicitation. Offerors may not circumvent page limitations by cross-referencing other sections of the proposal.



(1) Volume I – Administrative Information (No Page Limit).

- (i) Cover letter that includes: the name title and contact information of a company point of contact that is authorized to obligate the Offeror contractually; the Commercial and Government Entity (CAGE) and Unique Entity Identifier (UEI) codes; indication of small or large business under NAICS code 541720 with a small business size standard of \$28.0M in average annual receipts; small business socio-economic type(s) (if applicable); and any applicable POCs at the Defense Contract Audit Agency (DCAA) or Defense Contract Management Agency (DCMA) (if available).
- (ii) Standard Form 1449 with blocks 17a and 17b and blocks 30a through 30c completed by the offeror.
- (iii) Acknowledgement of all Amendments to the RFP (if any amendments are released).
- (iv) RFP Section B Schedule with price information in B.5. completed for each priced line item.
- (v) RFP Section E Provisions in full text completed by the offeror or a statement confirming that the provisions are available for viewing in the System for Award Management (SAM). All provisions in Section E must either be completed and provided with the proposal or be filled out and available for viewing in SAM at the time of proposal submission. Offerors must include a fully completed DFARS provision 252.227-7017, which requires completion and signature even for a negative response.
- (vi) Statement confirming unconditional assent to all terms, conditions, and provisions in this RFP (47QFPA23R0001), including any attachments and documents incorporated by reference. The failure or refusal to assent to any of the terms and conditions of this RFP or imposition of additional conditions or any material omission by the offeror may constitute a deficiency which will make the offer unacceptable and ineligible for award.
- (vii) Statement of Proprietary Information. Provide a statement indicating whether or not the offer intends to make use of any proprietary or patent information. In the event that use of such information is anticipated, provide a clearly defined statement including whether limited or unlimited rights are applicable.
- (viii) For large businesses, a Small Business Subcontracting Plan required by FAR 52.219-9 with Alternate II. Offerors must provide ALL information required by the version of clause 52.219-9 included in this solicitation.
- (ix) If proposing indirect costs on Other Direct Costs (ODCs), submit the most recent Forward Pricing Rate Recommendation (FPRR) or Forward Pricing Rate Agreement (FPRA) from DCMA or DCAA, if applicable. If no FPRR or FPRA exists, state so, and provide three (3) years of actual historic indirect rate information for each indirect rate included in the price or cost proposal.
- (x) Written acknowledgement and agreement that, if awarded a task order that involves sensitive information, the Offeror and its employees that will perform on the task order agree to fill out and sign - RFP Attachment 11 – Controlled Unclassified Information (CUI) Non-Disclosure Agreement.

(2) Volume II – Written Capability Information. Proposal Volume II is not to exceed 75 pages total, excluding any cover page, table of contents, acronym lists, and key personnel resumes. Additional page limitations are provided below.

The page limitation break-out by element is as follows:

- a. Element A: No element page limit, but IS a part of the 75 page overall limitation



- b. Element B: No element page limit, but IS a part of the 75 page overall limitation
- c. Element C: No element page limit and NOT a part of the 75 page overall limitation

(i) Factor I - Small Business Participation

a. All offerors, including both small and large businesses, must prepare and submit one copy of RFP Attachment 2 "Small Business Participation Information Sheet" to identify all small business concerns proposed for contract performance, whether as a prime contractor, team member, or as subcontractors. Offerors must identify in Attachment 2 the name of each proposed small business concern, the socio-economic type of small business, the associated CAGE code for the small business, the proposed subcontract amount goal for each identified small business, and the proposed goal in terms of percentage of the total IDIQ contract value over five years.

b. Offerors shall also include all proposed subcontracting prices and costs in the price proposal. If there is a discrepancy between what is reflected in the Small Business Participation Information Sheet and the price proposal, the amount reflected in the price proposal will be used for the evaluation of small business participation.

c. Any offeror, either large or small, that proposes a total small business participation goal that is less than 18% of the total acquisition value shall also describe in the Small Business Participation Information Sheet why the proposed goal is appropriate and realistic for the contract to be performed and encourages the use of small businesses to the maximum extent practicable. The Contracting Officer will review the rationale provided for a given offeror's "under 18%" small business participation goal, and make a determination whether it is acceptable or unacceptable, in light of that rationale.

d. Note: Large business concerns are also required to submit a separate small business subcontracting plan under other provisions of this solicitation; namely, FAR 52.219-9 with Alternate II. The requirement for the small business subcontracting plan is in addition to the information required by this provision. Include any small business subcontracting plan in Volume I of the proposal. The Government may request that an offeror revise the proposed Small Business Subcontracting Plan based on its review (and comments from the Small Business Administration (SBA) and/or Office of Small and Disadvantaged Business Utilization (OSDBU)) in the context of a responsibility determination, without engaging in discussions.

(ii) Factor II – Technical Information

Offerors must include information pertaining to all Elements below. Offerors must clearly label each section of the proposal to identify which Element and subsection of each Element the offeror is responding to. Do not include any pricing information in Volume II.

a. *Element A: Technical Approach*

By addressing each task in all four attached Performance Work Statements (PWSs), proposals shall describe the offeror's understanding of the requirements, assessment of all objectives to be accomplished, and methods and approach for adequately and completely accomplishing the tasks. Proposals shall clearly label which PWS and which task each understanding and technical approach belongs to.

Attached PWSs include:

- RFP Attachment 1 - Contract PWS
- RFP Attachment 4 - Task Order 0001 PWS
- RFP Attachment 5 - Sample Task Order A PWS
- RFP Attachment 6 - Sample Task Order B PWS

b. *Element B: Project Management and Staffing Plan*

The proposal shall describe a project management and staffing plan and demonstrate the offeror's approach for meeting personnel requirements in Attachment 1 - Contract PWS and in Exhibit A Price Workbook (Personnel Requirements Tab) and providing the corporate resources necessary to ensure and maintain service quality levels, staffing levels, training, and risk management. The proposal shall describe the plan for providing complete project management support that will fully integrate, manage, control, and document all phases of the contract requirements, including transition in/out. The project management and staffing plan shall be related to the IDIQ PWS – RFP attachment 1

1. STAFFING PLAN: The Offeror shall provide a Staffing Plan to include, but not limited to, the following:

- The Offeror's detailed discussion of the methods and approach that will be taken to acquire, and retain skilled staff per the contract requirements, inclusive of the education/experience/skills required to perform the diverse set of PWS tasks. Discuss the plan to ensure enough trained staff will be available to perform multiple simultaneous task order requirements and the offerors ability to balance technical performance, time constraints, and coordinate efforts across the various task orders.
- The approach to manage personnel turnover so that personnel are replaced without an adverse impact on performance.
- An explanation for any equivalent or alternate Labor Category added to Column E in the Personnel Requirements tab of Exhibit A.
- Key Personnel: A resume, not to exceed two (2) pages each, and signed letter of commitment (applicable for Key Personnel that are not currently employed by the Offeror), not to exceed one (1) page, shall be included for each position identified as Key Personnel.
 - The resume must specify the individual, their education and experience, and clearly show and substantiate that the proposed individual meets all education, certification, experience, expertise and/or other requirements outlined in the Exhibit A Price Workbook (Personnel Requirements Tab).
 - Resumes for non-key personnel will not be evaluated by the Government..
 - The letter must be signed by the individual proposed as key personnel and must indicate that the individual has agreed to conditions of employment and will be immediately available upon contract award and commits to remain working on the contract for a minimum of 12 months. This requirement also applies to any proposed subcontractor key personnel.
 - Work Experience: Recency, duration, and direct applicability to show that the employees would satisfy the minimum requirements for the labor category for which the employee is to be utilized. Additional information should be provided to reflect the employee's ability to satisfy any of the desired qualifications identified in the proposed labor categories.

2. PROJECT MANAGEMENT PLAN: The Offeror shall provide a project management plan. The project management plan should include, but is not limited to, the following:

- a. Their methods and approach to staff and managing multiple simultaneous task orders and subcontractors (if applicable) and ensure high quality and timeliness of work performance, accurate and timely communication, effective coordination, and handling of administrative tasks;
- b. The management and control of all the types of tasks staffing, and scheduling controls to be implemented, internal controls for milestone achievement, and quality control of work products;
- c. The manner in which the personnel will be organized;
- d. The specific labor category type (i.e. analysis, operations, management, etc.) or organization projected for work tasks;
- e. A description of the relationship of the contractor's project staff organization to the Offeror's corporate structure; and
- f. The use of subcontractor(s) or consultant(s) and the reporting control and selection criteria for them. If such arrangements are proposed, the management plan will devote a section to them.

2. Address the offeror's ability to meet the security requirements in PWS section 11.0.

c. Element C: Quality Control Plan (QCP)

QUALITY CONTROL PLAN (QCP): The QCP shall be **submitted as a separate attachment from Volume II and is not a part of the overall 75 page limit for Volume II**. The proposal shall describe the Offeror's approach for instituting and maintaining a capability to ensure the quality and integrity of services and products, including at least: (1) management and task controls to assure work will be completed as required; (2) plan to start up and transition out services without degradation of performance; (3) contingency plans for identifying and correcting problems; (4) and steps that would be taken to assure timely delivery of quality products. The Quality Control Plan shall be related to the overall IDIQ PWS – RFP attachment 1.

(iii) Factor III – Past Performance.

- a. The Government will evaluate recency and relevance of past work and will also make a confidence assessment.
- b. Prepare and submit:
 - i. Up to three (3) Reference Information Sheets (RFP Attachment 3) explaining the breadth, depth, recency, relevance, and quality of organizational experience on Government contracts within five (5) years of the solicitation release date.
 - ii. Cite at least one (1) reference for work performed by the prime offeror as the prime and no more than one (1) reference per subcontractor.
 - iii. All of the points of contact for each reference may be contacted by the Government.

Part 15 of the Reference Information Sheet requires offerors to provide a summary description of contract work, not to exceed 5 additional single-sided pages in length, for each cited contract reference. In completing these summary descriptions, offerors must explain the relevance of each cited contract reference with respect to one or more of the section 4 of this RFP's Attachment 1 - IDIQ PWS.

- c. The Government's performance confidence assessment may consider recent and relevant past performance information from offerors and obtained by other sources relating to the following areas:



- i. Quality - Conformance to contract requirements, specifications and standards of good workmanship, accuracy of reports, technical excellence, reliability.
 - ii. Schedule - Timeliness of performance with regard to contract milestones, delivery/performance schedules, administrative requirements, actions that contribute to or affect schedule variance, contractor corrective actions.
 - iii. Cost Control - Effectiveness in forecasting, managing and controlling contract cost; demonstrated sense of cost responsibility, efficient use of resources, cost savings; current, accurate and complete billings; actual cost/rates reflect closely to negotiated cost/rates.
 - iv. Management - Integration and coordination of all activity needed to execute the contract, specifically the timeliness, completeness and quality of problem identification, corrective action, history of reasonable and cooperative behavior, customer satisfaction; responsiveness; subcontract management (when applicable); program management; management of key personnel (when applicable).
 - v. Utilization of Small Business - Effective program to maximize the participation of small business concerns in Federal agency contracts. Compliance with FAR 52.219-8 "Utilization of Small Business Concerns." For large businesses, compliance with FAR 52.219-9 "Small Business Subcontracting Plan".
 - vi. Regulatory Compliance - Compliance with all terms and conditions in the contract relating to applicable regulations and codes, to include – when applicable – compliance with financial, environmental, safety and labor regulations as well as any reporting requirements.
- d. The Government does not assume the duty to search for data to cure the problems it finds in the information provided by the offeror. The burden of providing thorough and complete past performance information remains with the offeror. The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror, such as the Contractor Performance Assessment Reporting System (CPARS).

(3) Volume III – Factor IV- Price. Price/Cost Information shall consist of the following:

- (i) The total not to exceed ceiling price of this IDIQ is \$134.5M. Any proposal that is not within this ceiling shall include an explanation that specifically draws the Government's attention to any unique technical aspects of the proposal the offeror would like the Government to consider as the justification for the deviation from the price ceiling.
- (ii) Completed Exhibit A – Price Workbook in Excel format with all functional formulas intact. See Exhibit A for instructions and note the following:
 - a. For estimation purposes only, the Government is expecting to award the contract around 31 March 2023. Estimate prices for Task Order 1 as if it will start by 01 April 2023.
 - b. Estimated quantities for labor hours, each Government anticipated labor category name, and Not-To-Exceed amounts for Other Direct Costs and Travel for all years of this IDIQ contract are provided in Exhibit A Price Input Tab.
 - c. Provided estimated labor hours, Government defined labor categories, and other direct cost amounts in the Price Input Tab are not to be changed in proposal submissions. However, Offerors may provide their equivalent or alternate Labor Category in Column C of Exhibit A's Price Input Tab.
 - d. Offerors must not propose a fee or profit on Other Direct Costs or travel. Applicable indirect burden costs for the IDIQ contract shall not be included in the Exhibit A Price Input Tab or added to provided ODC or travel amounts for the IDIQ contract, as these



amounts are already estimated to be inclusive of indirect costs. Any applicable indirect burdens may be proposed on task order ODC or travel amounts and must be noted in a price narrative as instructed below.

- e. Exhibit A shall be completely filled out as instructed in the file. Offerors shall fill out each tab as instructed. The returned Exhibit A shall include a separate price for the IDIQ contract, Task Order 1, Sample Task Order A and Sample Task Order B by filling in yellow highlighted cells. Any applicable indirect burdens on Task Order ODC and Travel costs shall be included in Exhibit A Task Order Price Tabs.
- f. Pursuant to clause B.3 of this solicitation, the labor rates proposed for the IDIQ contract are binding maximum labor rates for the labor category. Labor rates proposed for task orders shall be no higher than the applicable labor rates proposed for the relevant year of the IDIQ.

(iii) A Price Narrative consisting of the following:

- a. A basis and description of the methodology used to develop the proposed fully burdened labor rates for the IDIQ contract and task orders. The description shall include the source of the rate and how it was calculated and shall note any applied discounts.
- b. A description and rate for any indirect costs that will be applied to other direct costs or travel for each year of the contract. Proposed indirect cost rates shall be in accordance with any applicable Forward Pricing Rate Recommendation or Agreement (FPRR or FPRA) letter signed by DCMA or DCAA. If available, provide any applicable provisional rate letter, FPRR or FPRA letter in the price narrative. If an FPRR or FPRA is not available to submit with the proposal, provide three years of historic actual rates for any indirect rates proposed.

The Government will first determine the responsiveness of each offer in Volume I Administration Information, on a pass or fail basis. An offer will be considered responsive when it follows all RFP instructions and manifests the offeror's assent, without exception or imposition of condition, to the terms and conditions of the RFP, including attachments and documents incorporated by reference. An offeror's failure or refusal to follow instructions or assent to any of the terms and conditions of this RFP, imposition of additional conditions, or any material omission, may constitute a deficiency, which may make the offer unacceptable.

Offerors that receive a Low Confidence rating for the Technical Factor, or an Unsatisfactory Confidence rating for the Past Performance Factor, will not be evaluated for price or considered in the tradeoff source selection decision, meaning that the offer will not be considered for award.

The Government intends to evaluate proposals and award a contract without discussions, however, the Government reserves the right to hold discussions if necessary. Offerors are encouraged to provide their best proposal and pricing in the initial offer as there may not be an opportunity to revise proposals after the initial submission.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers.

(d) Product Samples. DELETED. Do not submit product samples.

(e) Multiple Offers. DELETED. Do not submit multiple offers.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in this solicitation, and in accordance with file size limitations specified in this solicitation.

(2)

(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not



be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(a) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(b) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(b) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, may be considered at any time it is received and may be accepted.

(3) Reserved.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received via e-mail to the contracting officer at any time before the exact time set for receipt of offers. This solicitation does not permit oral or facsimile offers or oral or facsimile withdrawals of offers.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple Awards. DELETED.

(i) Availability of requirements documents cited in the solicitation.

(1)

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100

470 L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<https://assist.dla.mil/online/start/>).

(ii) Quick Search (<http://quicksearch.dla.mil/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).



(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

- (i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);
- (ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Unique entity identifier. (Applies to all offers exceeding \$3,500, and offers of \$3,500 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database.) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) Reserved.

(l) Debriefing. If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (4) A summary of the rationale for award;
- (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(m) This solicitation is part of an initiative using the INFORM 2.0 process which is designed to enhance the quality and usefulness of post-award communications by providing greater transparency and openness into the procurement process. INFORM 2.0 seeks to increase GSA-industry communication by providing clearer and more complete information to explain the award decision. The INFORM process is in compliance with DFARS Case 2018-D009.

- (1) Through the INFORM 2.0 process, GSA will seek to share additional information with offerors in writing and/or through an oral feedback meeting that is not required by statute or regulation. For purposes of this solicitation, and in addition to any information required by FAR 15.503 and 15.506, GSA is providing each offeror with the opportunity to participate in the INFORM 2.0 process as further discussed below.
- (2) Component 1 – Notification of Award. After award and in accordance with any post-award notification timeframes required by regulation (i.e., FAR Parts 15.503(b) and 16.505(b)(6)), the contracting officer will issue written notices to the successful and unsuccessful offerors (the Notification of Decision Statement (NODS)). The notices will contain:

- All information required by statute or regulation;



- An unredacted copy of the complete technical evaluation for that particular offeror that includes a full description of the unsuccessful offeror's strengths, weaknesses, risks, and deficiencies;
- An overall technical evaluation summary for that particular offeror and the successful offeror that includes evaluated price; rating or score.

(3) Component 2 – Request for Oral Feedback Meeting or Written Questions. Within three business days after receipt of the NODS, an offeror may, but is not required to:

- submit a written request to the contracting officer for an oral feedback meeting;
- submit a list of written questions to the contracting officer; or
- take no further action

If the offeror timely elects to request an oral feedback meeting or submit a list of written questions, GSA will consider any such request to constitute a required debriefing pursuant to FAR 15.506. If an offeror does not request an oral feedback meeting or submit a list of written questions within the three day time period, the receipt of the NODS concludes the INFORM 2.0 process and satisfies the FAR requirement for debriefs pursuant to FAR 15.506.

If the offeror submits a list of written questions in lieu of the oral feedback meeting, the contracting officer will attempt to respond within five business days of receipt of the written questions. Unless otherwise stated, the contracting officer's response to the written questions will conclude the INFORM 2.0 process and any corresponding post-award debriefing as further set forth at FAR 15.506.

If the offeror requests an oral feedback meeting, the offeror should provide the following information:

- Primary point of contact;
- List of participants with titles (e.g., Senior Vice President);
- List of topics to assist GSA better prepare for the oral feedback meeting; and
- Preference for in-person, telephone, or web-based conferencing (if available).

(4) Component 3 – Oral Feedback Meeting. During the oral feedback meeting, GSA's objectives are to provide:

- Reasonable responses to written questions submitted by the offeror;
- Explanations for the evaluation conclusions and contract award decisions;
- Any additional information about the fairness and impartiality of the evaluation and why the award decision was rational;
- Reasonable responses to additional questions raised during the meeting;
- Additional transparency into the underlying competition process; and,
- A greater understanding of the evaluation and award process.

GSA will not provide any information that is prohibited by law or regulation.

(5) Component 4 – Post Award Oral Feedback Meeting Questions. Within two business days after the conclusion of the oral feedback meeting, the offeror may submit a list of written questions to the contracting officer. The contracting officer will provide a written response within five business days and, unless otherwise noted by the contracting officer, the INFORM 2.0 process and any corresponding postaward debriefing as further set forth at FAR 15.506 will have concluded.

If the offeror elects not to submit a list of written questions within two days after the oral feedback meeting, the INFORM 2.0 process and any corresponding post-award debriefing as further set forth at FAR 15.506 is concluded.



(End of provision)

52.212-2 EVALUATION - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (Nov 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

Upon receipt of proposals, the Government will ensure each Offeror is registered in the System For Award Management (SAM) and search the Federal Awardee Performance and Integrity Information System (FAPIS) for each Offeror to ensure the Offeror is eligible to receive a contract award. Offerors that are not eligible for a contract award will not be further evaluated.

For eligible offerors, the Government will determine the responsiveness of each offer on a pass or fail basis. An offer will be considered responsive when it follows RFP instructions and manifests the offeror's assent, without exception or imposition of condition, to the terms and conditions of the RFP, including attachments and documents incorporated by reference. An offeror's failure or refusal to follow instructions or assent to any of the terms and conditions of this RFP, imposition of additional conditions, or any material omission may constitute a deficiency, which may make the offer unacceptable. If files are larger than a combined size of 25 MB, multiple emails may be sent, however all proposal files must be received by the due date and time to be accepted and considered timely. Proposal files must not contain classified information. Unacceptable offers will not be considered for award.

The following factors shall be used to evaluate offers:

(1) Factor I - Small Business Participation

(i) The Government will evaluate the extent of participation of small businesses on an acceptable/unacceptable basis. The Government will assess how the Offeror's proposed percentage of small business participation compares with the small business participation goal listed below. Percentages are expressed as a percentage of the total value of the IDIQ contract, including the base and option period. If the Offeror does not propose small business participation that meets or exceeds the subcontracting goal below, the Government will assess whether the Offeror describes why the proposed goal is appropriate and realistic for the contract to be performed and encourages the use of small businesses to the maximum extent practicable.

(ii) The Small Business Participation goal for this acquisition is 18% of the total value of the IDIQ contract, including the base and option period.

(iii) Rating definitions are as follows:

Acceptable – Offeror proposes total small business participation of 18% or more of the total acquisition value or offeror proposes total small business participation of less than 18% of the total value of the contract and describes why the proposed goal is appropriate and realistic for the contract to be performed and encourages the use of small businesses to the maximum extent practicable.

Unacceptable – Offeror proposes total small business participation of less than 18% of the total acquisition value and does not describe why the proposed goal is appropriate and realistic for the contract to be performed and encourages the use of small businesses to the maximum extent practicable.



(2) Factor II – Technical Information

The Government will evaluate each proposal through an integrated assessment of all elements of the Technical Information and will assign one overall adjectival rating for the factor as individual elements will not receive a separate rating for Technical Information. The Government will review the information provided in the technical proposals and will evaluate the following:

a. Element A: Technical Approach

The Government will evaluate the proposal to determine how well the offeror demonstrates an understanding of each of the requirements and assesses all objectives in the four (4) Performance Work Statements attached to the RFP. The evaluation will also consider how well proposed methods will adequately and completely accomplish tasks in all four (4) Performance Work Statements.

The four PWSs attached to the RFP include:

- RFP Attachment 1 - IDIQ PWS;
- RFP Attachment 4 - Task Order 0001 PWS;
- RFP Attachment 5 - Sample Task Order A PWS;
- RFP Attachment 6 - Sample Task Order B PWS

- i. Whether any Offeror assumptions may adversely impact the Government's requirements.

b. Element B: Project Management and Staffing Plan

The Government will evaluate the project management and staffing plan as to how well the offeror's approach meets personnel requirements in RFP Attachment 1 - IDIQ PWS and in Exhibit A Price Workbook (Personnel Requirements Tab), including any Offeror provided or alternative Labor Categories, and provides the corporate resources necessary to ensure and maintain service quality levels, staffing levels, training, and risk management. The evaluation will evaluate if the proposed plan for providing complete project management support will fully integrate, manage, control, and document all phases of the contract requirements, including transition in/out. The project management and staffing plan will be evaluated in conjunction with RFP Attachment 1 – IDIQ PWS.

c. Element C: Quality Control Plan (QCP)

- i. The Government will evaluate the proposed approach and capability to ensure quality and integrity of services and products. The evaluation will consider management and task controls, startup and transition plans, contingency plans, and steps to assure timely delivery of products. The quality control plan will be evaluated in conjunction with RFP Attachment 1 – IDIQ PWS.

(iii) Technical Factor Ratings:

Adjectival Rating	Description
Very High Confidence	The Government has "Very High Confidence" that the Offeror understands the requirements, proposes a sound approach, and will most likely require no Government intervention to ensure contract completion. Overall, the Offeror's proposal presents minimal to no risk to meeting the contract requirements.



High Confidence	The Government has “High Confidence” that the Offeror understands the requirements, proposes a sound approach, and may require minor Government intervention to ensure contract completion. Overall, the Offeror’s proposal presents minor risk to meeting the contract requirements.
Medium Confidence	The Government has “Medium Confidence” that the Offeror understands the requirements, proposes a sound approach, and may require some Government intervention to ensure contract completion. Overall, the Offeror’s proposal presents some risk to meeting the contract requirements.
Low Confidence	The Government has “Low Confidence” that the Offeror understands the requirements, proposes a sound approach, and will most likely require substantial Government intervention to ensure contract completion. Overall, the Offeror’s proposal presents significant risk to meeting the contract requirements.

(3) Factor III – Past Performance

The past performance evaluation is an assessment of the degree of confidence the Government has in an offeror’s ability to supply products and services that meet solicitation requirements. This assessment is based on the offeror’s record of relevant and recent past performance information that pertain to the products and services outlined in the solicitation requirements. In accordance with FAR 15.305(a)(2), the currency and relevance of the information, source of the information, context of the data, and general trends in contractor’s performance shall be considered. These are combined to establish one performance confidence assessment rating for each offeror. There are three aspects to the past performance evaluation: recency, relevancy, and quality.

(i) **Recency** - The first step is to evaluate the offeror’s past performance to determine if it is recent. To be deemed recent the work must have been performed within five (5) years of the release date of this solicitation.

(ii) **Relevancy** - The second aspect is relevancy. An offeror’s past performance is relevant when it is similar to the kinds of challenges that may occur under the contract contemplated by this RFP. Relevance may include, but is not limited to, similarity to work contemplated under the RFP with respect to complexity, length of performance, number of tasks, scope, type of work, and value. As an example, the government may see relevance in a past contract or order greater than \$20M in value for research and evaluation of personnel, recruitment, career exploration issues and initiatives, or psychometric and aptitude test development and test delivery support. Relevant scope areas are identified in task areas 1 through 10 of the contract PWS.

(iii) **Quality** - The third aspect of the past performance evaluation is to determine how well the contractor performed on the contracts. Only recent past performance deemed relevant will be evaluated in this third step. The Government will review past performance information and determine the quality and usefulness as it applies to a performance confidence assessment.

The Government will evaluate the Reference Information Sheets submitted by offerors, and may consider its own past performance information on offerors, and information from Government databases and third-party references relating to the following areas (as defined above): Quality, Schedule, Cost Control, Management, Utilization of Small Business, and Regulatory Compliance.

Note: Pursuant to FAR 15.305(a)(2)(iv), an offeror without a record of relevant past performance, or for whom information on past performance is not available, may not be evaluated favorably or unfavorably on past performance. Such offerors will receive a Neutral Confidence rating. In the context of acceptability/unacceptability, a neutral rating shall be considered acceptable.



Past Performance Ratings:

Rating	Description
Satisfactory Confidence	Based on the offeror's recent/relevant/quality performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort. The offeror demonstrates from past performance examples an ability to provide services that were of satisfactory or better quality on a timely basis with little to no risk of unacceptable performance.
Unsatisfactory Confidence	Based on the offeror's recent/relevant/quality performance record, the Government has a low expectation that the offeror will successfully perform the required effort. The offeror demonstrates from past performance examples an inability to provide services that were of satisfactory quality on a timely basis with little to no risk of unacceptable performance.
Neutral Confidence	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned. The offeror may not be evaluated favorably or unfavorably on the factor of past performance. NOTE: An Offeror may still get the IDIQ award with a "Neutral" rating.

(4) Factor IV – Price.

- (i) A price evaluation will only be done for offerors that receive an evaluation rating of "Medium Confidence" or higher for Factor I - Technical Information and "Neutral Confidence" or "Satisfactory Confidence" for Past Performance.
- (ii) The Government will first evaluate each price proposal for completeness and accuracy and to see if proposal instructions were followed. Offerors that do not provide complete Volume III Price Information that conforms to solicitation instructions may not be evaluated or considered for award.
- (iii) The Government will not make an award above the projected ceiling and will not make an award at a higher overall evaluated price in order to achieve a merely adequate technical result.
- (iv) The Government will evaluate proposed labor rates and prices of each eligible offer for the IDIQ contract, Task Order 0001, Sample Task Order A and Sample Task Order B to determine if they are fair and reasonable in accordance with FAR subpart 15.4. Labor rates will also be evaluated to see if they are realistic for the work to be performed and may be compared to other offerors received in response to the solicitation, commercially available price lists, those used in the Independent Government Cost Estimate or those awarded on other contracts. The Government may reject any proposal deemed to have unreasonably high or unrealistically low labor rates.
- (v) The total price for the IDIQ contract will include all IDIQ labor, other direct, and travel costs over the five year ordering period, and will be calculated as the sum of all values in RFP Section B.5.1 above. The Government will calculate a total evaluated price of each offer by adding together the total price for the basic IDIQ contract; total price for task order 0001, Sample Task Order A and Sample Task Order B. The Government may reject any proposal deemed to have unreasonably high or unrealistically low total pricing or labor category rates.

(5) Relative Order of Importance of the Evaluation Factors:

- (i) The Small Business Participation Factor I is rated on an Acceptable or Unacceptable basis and has no

relative importance to the other evaluation factors. The remaining non-price evaluation factors (Technical Information and Past Performance), when combined, are more important than the price factor. However, the degree of importance of price will increase with the degree of the equality of proposals in terms of the non-price evaluation Factors II & III. The Technical Information Factor II is more important than the Past Performance Factor III.

- (ii) For the Small Business Participation Factor I, the Government will not further discriminate between Offerors that receive Acceptable ratings. For example, if two Offerors receive Acceptable ratings in the Small Business Participation factor, the Government will not further discriminate between these two Offerors for that factor and will consider those Acceptable ratings to be equal.
- (iii) None of the non-price evaluation factors have rated subfactors and elements will not receive a separate rating. There will be one overall rating for Factor II Technical Information.
- (iv) The Technical Information Factor II is more important than the Past Performance Factor III.
- (v) The rating for Technical Information Factor II will be based on the overall evaluation of all three (3) elements, and there will not be separate ratings assigned for each element. The Technical Information Factor II elements are listed in descending order of importance:
 - Element A: Technical Approach
 - Element B: Management Approach
 - Element C: Quality Control Plan (QCP)
- (vi) **Offers that receive any of the following will not be evaluated for price or considered in the tradeoff source selection decision, meaning that the offer will not be considered for award:**
 - **Unacceptable rating for the Small Business Participation Factor, or**
 - **Low Confidence for the Technical Factor, or**
 - **Unsatisfactory Confidence rating for the Past Performance Factor.**

(6) Tradeoff Process:

Award will be made to the Offeror whose proposal is determined to provide the “best value” to the Government. This process permits tradeoffs among the cost or price and non-cost/price factors and allows the Government to award to other than the lowest priced proposal or other than the highest technically rated Offeror. Award will be made to the offeror proposing the combination most advantageous to the Government based on an integrated assessment of the evaluation factors, including elements. In making its best value determination, the Government will consider the relative order of importance of the non-price factors as discussed above.

In order to select the winning offer, the Government will make a series of paired comparisons among offers, trading off the differences in the non-price factors against the difference in evaluated price between the members of each pair, as follows:

- (i) If one offer is better in terms of the non-price factors and has the lower price, then the Government will consider that offer to be the better value.
- (ii) If one offer is better in terms of the non-price factors but has the higher price, then the Government will decide whether the difference in the non-price factors is worth the difference in price. If the difference in the non-price factors is considered to be worth the difference in price, then the offer with the higher price will be considered the better value. If not, then the offer with the lower price will be considered the better value.
- (iii) The Government will continue to make paired comparisons in this way until it has decided which offer is the best value. If the Government decides to go with a higher priced proposal, it will ensure there is sufficient justification to do so.



(a) The Government will not make an award at a higher overall price in order to achieve a merely satisfactory technical result.

(b) Options. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

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 124.1002, 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 \$750,000 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: ____]

(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)
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[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
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[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)
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[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)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of



Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

(1) Listed end products.



Listed End Product

Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

Alternate I (Oct 2014). As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

___ Black American.

___ Hispanic American.

___ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

___ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

___ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

___ Individual/concern, other than one of the preceding.



52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that:

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

52.223-22 PUBLIC DISCLOSURE OF GREENHOUSE GAS EMISSIONS AND REDUCTION GOALS--
REPRESENTATION (DEC 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal 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.

(b) Representation. [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., make available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) 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 available Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

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

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

— .



(End of provision)

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):

<https://www.acquisition.gov/browsefar>

(End of provision)

52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (NOV 2020)

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

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of “(DEVIATION)” after the name of the regulation.

(End of Provision)

E.3 DFARS PROVISIONS IN FULL TEXT:

252.227-7017, Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.



(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertains. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.



***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

****Corporation, individual, or other person, as appropriate.

*****Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of provision)

252.239-7009, Representation of Use of Cloud Computing (SEP 2015)

(a) *Definition.* "Cloud computing," as used in this provision, means a model for enabling ubiquitous, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services) that can be rapidly provisioned and released with minimal management effort or service provider interaction. This includes other commercial terms, such as on-demand self-service, broad network access, resource pooling, rapid elasticity, and measured service. It also includes commercial offerings for software-as-a-service, infrastructure-as-a-service, and platform-as-a-service.

(b) The Offeror shall indicate by checking the appropriate blank in paragraph (c) of this provision whether the use of cloud computing is anticipated under the resultant contract.

(c) *Representation.* The Offeror represents that it—

____ Does anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.

____ Does not anticipate that cloud computing services will be used in the performance of any contract or subcontract resulting from this solicitation.



(End of provision)

252.247-7022 Representation of Extent of Transportation by Sea (JUN 2019)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it—

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause.

(End of provision)

[END OF SECTION E]