

Combined Synopsis/Solicitation for Strategic Programs Administrator 2023-2028 at the U.S. Army War College (USAWC), Carlisle Barracks, PA.

The solicitation number is W91QF023Q1001. The solicitation is issued as a Request for Quotation (RFQ) pursuant to FAR 13.5.

This notice incorporates provisions and clauses in effect through Federal Acquisition Circular (FAC) 2005-101 effective 26 October 2018 and Defense Federal Acquisition Regulation Supplement (DFARS). The complete text of any of the clauses and provisions may be accessed in full text at: <https://www.acquisition.gov/>.

The associated NAICS code for this procurement is 611310 and the small business size standard is \$35M. The Product Service Code is U009. The description of all requirements is in the Performance Work Statement (PWS) to follow.

Quotes are due No Later Than (NLT) 1/3/2022 at 7:00 AM EDT. Quotes shall be emailed to the POCs for this requirement, Contract Specialist Bethany Flynn at [bethany.l.flynn.civ@army.mil](mailto:bethany.l.flynn.civ@army.mil) and Contracting Officer Kevin Kauffman at [Kevin.I.Kauffman.civ@army.mil](mailto:Kevin.I.Kauffman.civ@army.mil). All questions shall be submitted via e-mail to the POCs for this requirement and they will be responded to on an amendment to this solicitation. Questions should be submitted by 12/14/2022 at 7:00 AM EDT. Questions submitted after that date may not be addressed.

All vendors submitting a quote must be registered in the System for Award Management (SAM).

Quoters must include a **completed** copy of the following provisions with its quote unless this information has been included in their System for Award Management (SAM) registration. Quoters are not required to re-submit the information if it is already in SAM.

52.212-3 (with ALT I), Offeror Representations and Certifications -- Commercial Items

52.219-1, Small Business Program Representations-- Alternate I

52.204-26 Covered Telecommunications Equipment or Services- Representation (MUST BE the Oct 2020 version!) If one or both of the answers is/are 'Does', add:

\*52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020) \*\*Only if you answered "Does" in 52.204-26. \*\*

The following FAR clauses and provisions also apply to this acquisition.

The clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020), applies to this acquisition.

The provision at 52.212-1, Instructions to Offerors - Commercial, applies to this acquisition (See attachment for Addendum)

The provision at 52.212-2, Evaluation -- Commercial Items, applies to this acquisition (See attachment for Addendum).

The clause at 52.212-4, Contract Terms and Conditions -- Commercial Items, applies to this acquisition.

The clause at 52.212-5 DEV, Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items, applies to this acquisition.

Any award resulting from this solicitation will be issued on a Standard Form (SF) 1449.

Additionally:

1. All information on the solicitation must be filled out completely and returned. Incomplete submissions will be determined not in conformance to the Solicitation and may be rejected.
2. Please be sure to read the entire solicitation for sections that require vendor information to be submitted.
3. All contractors must be actively registered in SAM in order to receive a Department of Defense contract (See DFARS 252.204-7004 ALT A). Registration information can be obtained at the following website: <https://sam.gov/> . Contractors are advised to register upon receipt of this solicitation since there is a time lag between registration and registration availability. No payment is required to register for SAM, but a notarized letter will be required. Any site requiring payment is a third-party site that will do the registration for you.
4. Quotes which are unrealistic in terms of technical or unrealistically low in price will be deemed reflective of an inherent lack of technical competence or indicative of a failure to comprehend the complexity of the proposed contractual requirement and may be rejected.

Section SF 1449 - CONTINUATION SHEET

PWS

**U.S. Army War College  
Performance Work Statement  
Strategic Programs Administrator**

**1. GENERAL INFORMATION:**

- 1.1. Background.** The U.S. Army War College (USAWC) educates and develops leaders for service at the strategic level while advancing knowledge in the global application of Landpower. The USAWC supports the U.S. Army's Futures efforts by incorporating Futures related issues into curriculum, strategic thought, discussion, and advancement of knowledge. USAWC will engage strategic leaders to increase their understanding of the role of emerging and disruptive technologies in support of the National Security Strategy, the U.S. Army's core competencies, the U.S. Army's Title 10 responsibilities, and strategic leadership. This requirement fills a workforce and expertise gap currently not resident at Carlisle Barracks.
- 1.2. Events supporting Academic and Research Programs.** The Center for Strategic Leadership (CSL) conducts various exercises, wargames, symposiums, working groups, and other events that support and benefit academic programs for the USAWC and external Army and Joint organizations. These programs develop USAWC students and support external stakeholder initiatives. As such, CSL serves as a strategic thought leader for the US Army. This contract will lead and assist in developing, planning, managing, and executing events in support of academic programs and research projects.
- 1.3. Period of Performance.** The period of performance shall be for one Base Year of 12 months and four (4) Option Years of 12 months each.
- 1.4. Place of Performance.** Primary working location is Collins Hall on Carlisle Barracks, in close proximity to the rest of the CSL team. The Government COR, or other Government representative, will direct where contractor will perform tasks, with the expectation that normal work will take place in Government facilities on or supporting Carlisle Barracks, PA. Government COR, or other Government representative, may direct Contractor to perform tasks at other locations: a contractor site, at offsite locations, or remotely.
- 1.4.1. Telework:** Due to the security requirements of this contract, this position is NOT eligible for 100% telework. The Key Personnel as identified in PWS 1.11 and AFARS Clause 5152.204-4001 should be within reasonable commuting distance. The Government will not pay for any costs incurred due to extended commutes.
- 1.4.2. Travel:** Travel is anticipated with this requirement. Contractor shall be authorized travel expenses consistent with the Joint Travel Regulation (JTR) and the

limitation of funds specified in this contract. All travel requires Government approval/authorization and notification to the COR prior to travel. Failure to obtain prior authorization could result in invoice denial. Government will only pay for costs incurred, and not exceeding the contract travel budget.

**1.5. Scope.** The contractor shall provide non-personal, administrative, academic, and intellectual support to the Center for Strategic Leadership, USAWC, in support of developing, planning, managing, and executing events in support of academic programs and research projects

**1.6. Operating Hours.** The requirements and tasks shall be accomplished by a single individual, primarily working a Monday – Friday, 40-hour work week. Some weekend work may be required. Contractor is expected to work primarily during normal duty hours (an eight-hour period between the hours of 0700-1700). The Government may direct telework.

**1.6.1. Recognized Holidays:** The contractor shall not be required to work on Federal Holidays, unless specifically directed by the Government. The following Federal legal holidays are observed by this installation:

New Year's Day	Labor Day
Martin Luther King Jr.'s Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

**1.7. Dress Code Duty Uniform:**

**1.7.1.** Contractor personnel will wear the “uniform of the day” for civilian students as directed by the Commandant or delegated to other USAWC leadership. In the absence of other direction, the contractor will wear Business Casual attire while performing duties under this contract. The USAWC defines Business Casual: gentlemen: slacks, dress shirt or collared polo shirt/buttoned shirt and/or sweater, leather shoes, boat shoes, or loafers (no sneakers); ladies: skirt or slacks with top or casual dress and casual shoes. Uniform is subject to change based on mission necessity, or changing USAWC dress standards.

**1.8. Security Requirements:**

**1.8.1. Physical Security:** The contractor shall be responsible for safeguarding all Government equipment, information, and property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

**1.9. Contracting Officer Representative (COR):** The COR will be identified by separate letter. The COR monitors all technical aspects of the contract and assists

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

**1.10. Post Award Conference/Periodic Progress Meetings:** The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, COR, and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these meetings, the contracting officer will apprise the contractor of how the Government views the contractor's performance and the Contractor shall apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

**1.11. Key Personnel:** Must be identified by the potential Contractor at time of bid submission. The contractor shall be responsible for submitting a replacement candidate for approval in the case where the approved Key Personnel leaves the employ of the contractor. See FAR Clause 5152.204-4001.

**1.12. Identification of Contractor Employees:** All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed. Contractor personnel are required to obtain and wear badges in the performance of this service.

**1.12.1. Display of ID Badges:** Contractor personnel shall wear the ID badge at all times when performing work under this contract to include attending Government meetings and conferences. Unless otherwise specified in the contract, each contractor employee shall wear the ID badge in a conspicuous place on the front

of exterior clothing and above the waist except when safety or health reasons prohibit such placement.

**1.12.2.** Answering Telephones: Contractor personnel shall identify themselves as contractor employees when answering Government telephones.

**1.12.3.** Utilizing Electronic Mail:

- a. When contractor personnel send e-mail messages to Government personnel while performing on this contract, the contractor's e-mail address shall include the company name together with the person's name.
- b. When it is necessary for contractor personnel to have a user address on a Government computer, the Government shall ensure that person's e-mail address identifies them as a contractor.

**1.13.** Conduct of Employees: The contractor is fully responsible for the performance and conduct of his employees at all times while on post performing under this contract. The contractor shall not allow any employees to perform work under this contract while under the influence of alcohol, drugs, or any other incapacitating agent. Military police and other law enforcement personnel on post have the right to deny entry to post or remove from post any contractor employee for misconduct, which endangers the health or safety of people or property or for reasons of security. In addition, the Post Commander may bar an individual from entering the post under the authority of 18 U.S.C. 1382. Removal from post of a contractor employee in accordance with the above shall not relieve the contractor from the requirement to meet all of the terms and conditions of the contract.

## **2. DEFINITIONS AND ACRONYMS:**

### **2.1. Definitions:**

**2.1.1.** CONTRACTOR. A supplier or vendor awarded a contract to provide specific supplies or service to the Government. The term used in this contract refers to the prime.

**2.1.2.** CONTRACTING OFFICER. A person with authority to enter into, administer, and or terminate contracts, and make related determinations and findings on behalf of the Government. Note: The only individual who can legally bind the Government.

**2.1.3.** CONTRACTING OFFICER'S REPRESENTATIVE (COR). An employee of the U.S. Government appointed by the contracting officer to administer the contract. Such appointment shall be in writing and shall state the scope of authority and limitations. This individual has authority to provide technical direction to the Contractor as long as that direction is within the scope of the contract, does not

constitute a change, and has no funding implications. This individual does NOT have authority to change the terms and conditions of the contract.

- 2.1.4. DEFECTIVE SERVICE.** A service output that does not meet the standard of performance associated with the Performance Work Statement.
- 2.1.5. DELIVERABLE.** Anything that can be physically delivered, but may include non-manufactured things such as meeting minutes or reports.
- 2.1.6. KEY PERSONNEL.** Contractor personnel that are evaluated in a source selection process and that may be required to be used in the performance of a contract by the Key Personnel listed in the PWS. When key personnel are used as an evaluation factor in best value procurement, an offer can be rejected if it does not have a firm commitment from the persons that are listed in the proposal.
- 2.1.7. PHYSICAL SECURITY.** Actions that prevent the loss or damage of Government property.
- 2.1.8. QUALITY ASSURANCE.** The Government procedures to verify that services being performed by the Contractor are performed according to acceptable standards.
- 2.1.9. QUALITY ASSURANCE SURVEILLANCE PLAN (QASP).** An organized written document specifying the surveillance methodology to be used for surveillance of contractor performance.
- 2.1.10. QUALITY CONTROL.** All necessary measures taken by the Contractor to assure that the quality of an end product or service shall meet contract requirements.
- 2.1.11. SUBCONTRACTOR.** One that enters into a contract with a prime contractor. The Government does not have privity of contract with the subcontractor.
- 2.1.12. WORK DAY.** The number of hours per day the Contractor provides services in accordance with the contract.
- 2.1.13. WORK WEEK.** Monday through Friday, unless specified otherwise.

**2.2. Acronyms:**

ACOR	Alternate Contracting Officer's Representative
AER	Academic Evaluation Report
AFARS	Army Federal Acquisition Regulation Supplement
AR	Army Regulation
CAC	Common Access Card
CCE	Contracting Center of Excellence
CD	Course Director

CFR	Code of Federal Regulations
CMS	Content Management System
CNSP	Commandant's National Security Program
CONUS	Continental United States (excludes Alaska and Hawaii)
COR	Contracting Officer Representative
COTS	Commercial-Off-the-Shelf
CSL	The Center for Strategic Leadership
DA	Department of the Army
DD254	Department of Defense Contract Security Requirement List
DDE	Department of Distance Education
DFARS	Defense Federal Acquisition Regulation Supplement
DOD	Department of Defense
FAR	Federal Acquisition Regulation
GFE	Government Furnished Equipment
GFM	Government Furnished Material
GFP	Government Furnished Property
HIPAA	Health Insurance Portability and Accountability Act of 1996
KO	Contracting Officer
LAN	Local Area Network
NLT	Not Later Than
OCI	Organizational Conflict of Interest
OCONUS	Outside Continental United States (includes Alaska and Hawaii)
OPMEP	Officer Professional Military Education Policy (OPMEP)
POC	Point of Contact
PRS	Performance Requirements Summary
PWS	Performance Work Statement
QA	Quality Assurance
QAP	Quality Assurance Program
QASP	Quality Assurance Surveillance Plan
TBD	To Be Determined
TE	Technical Exhibit
USAWC	U.S. Army War College

3. **SUMMARY OF REQUIREMENTS:** The contractor shall conduct the following tasks at Carlisle Barracks, PA, other locations, or remotely as directed by the Government. USAWC CSL leadership may decide not to execute some of the tasks listed below. In this case, the appointed COR will notify the contractor not to execute a task and the Government will take no negative actions against the contractor.
- 3.1. **Strategic Landpower Symposium Coordinator.** The USAWC Strategic Landpower Symposium or iterations of a similarly scoped event, under a different title, related to strategic topics.
  - 3.1.1. **Strategic Landpower Symposium Description.** The USAWC Strategic Landpower Symposium is an annual, multi-day event hosted by the U.S. Army War College (USAWC), bringing together senior leaders, national security professionals, academics (faculty and students), and think tanks to address strategic challenges. The goal of the symposium is to examine the current and future application of Landpower through multiple, evolving, strategic perspectives. This symposium supports USAWC and Army missions by exploring strategic Landpower and its role in national security. The USAWC and the Army will use the results of the symposium to shape strategic thought and the future of strategic Landpower. The Strategic Landpower Symposium operates similar to an academic conference: with a call for papers; abstracts; and paper submission process. The symposium team will use these papers and the Symposium presentations to produce various print, audio, and video material.
  - 3.1.2. **Primary Integrator.** The contractor shall serve as the primary integrator for the USAWC's efforts to develop and execute the annual Strategic Landpower Symposium. As the Primary Integrator for the Landpower Symposium, the contractor will coordinate across the USAWC enterprise, managing and integrating direction, guidance, and input. The contractor will prepare and update reports that offer recommendations to USAWC leadership and coordinate with internal and external audiences when developing the annual Symposium.
    - a. Serve as Subject Matter Expert: Provide intellectual, program, and administrative support, subject matter expertise, and consultation to USAWC students, faculty, staff, and outside agencies (including other War Colleges), focused on program management, media management, and event development, management, planning, and execution. Describe actions taken under this paragraph in the monthly contractor report.
    - b. Develop and staff conference approval packages, following USAWC, US Army, and DOD guidance, as required.
    - c. For Landpower Symposium development, planning, and updates: Develop written and oral presentations; schedule meetings and facilities; develop and distribute meeting objectives and agenda; develop, collect, and distribute read

ahead materials; manage meetings; take notes during meeting; distribute post meeting materials. Provide written and oral updates weekly or as directed by the Government.

- d. As directed, coordinate with leaders across the USAWC enterprise, Army, and Joint Force to address strategic concepts and challenges relevant to the Symposium.
- e. Manage the USAWC Strategic Landpower Symposium event website.
- f. Manage correspondence related to the Strategic Landpower Symposium.

**3.1.3. Support to Academic and Research Programs.** The contractor will provide management and administrative support to courses, projects, and programs related to the Landpower Symposium, such as: Integrated Research Projects; Strategic Landpower Symposium; electives; educational programs; and special projects. Working independently and as part of a team, contractor will apply experience, initiative, and teamwork to accomplish assigned tasks. Management and administrative tasks include:

- a. Manage Schedules and Scheduling
  - 1) Schedule: facilities, classes, meetings, guest speakers, internal and external audiences, online and virtual meetings
  - 2) Develop, maintain, and manage scheduling and tracking mechanisms, on a variety of physical and digital media.
  - 3) Update, maintain, and manage calendars on a variety of physical and digital media
- b. Manage Databases
  - 1) Develop appropriate data bases for tracking students, grades, guest speakers, deadlines, and other related items.
  - 2) Manage databases to ensure they are accurate, up-to-date, and accessible.
- c. Manage Information flow: Using various electronic media and collaborative tools, keep team members and the organization informed with regard to schedules, tasks, deadlines, readings, and other applicable material.
  - 1) Develop procedures, checklists, databases, and other associated tools to ensure rapid and accurate communications to internal and external audiences.
  - 2) Manage tools and processes to ensure rapid and accurate communications to internal and external audiences.
- d. Maintain proficiency on collaborative and knowledge management systems in use by the USAWC Enterprise.

- e. Provide administrative support to presentations, classes, and meetings (in person or virtual).
  - 1) Working with faculty and staff, develop invitations and schedules.
  - 2) Schedule facilities and any necessary IT support: including collaborative platforms for virtual/hybrid meetings; and recording of the event
  - 3) Assist in the development of and compile presentation materials (hardcopy and electronic). Develop, collect, and distribute read ahead materials.
  - 4) Ensure presentation materials are ready and accessible at the time of the event.
  - 5) Working with speakers, lecturers, and subject matter experts, ensure all necessary coordination, support requirements, and rehearsals are completed prior to the event.
  - 6) Support execution of presentations, classes, and/or meetings (in person or virtual).
  - 7) Accomplish post event administrative procedures.
  - 8) Keep appropriate faculty and staff informed.
  - 9) Assist with other tasks as necessary to conduct presentations, classes, and meetings (in person or virtual).
  - 10) Provide written and oral status updates weekly or as directed by the Government.
  
- f. Media Management. Work with internal and external agencies to manage, coordinate, and track messaging through a variety of media outlets.
  - 1) Support and assist development of informational efforts and campaigns for courses, projects, programs, and events.
  - 2) Coordinate information efforts and campaigns with internal and external agencies.
  - 3) Ensure information efforts and campaigns are current, accurate, and presentable.

**3.1.4. Strategic Landpower Symposium Coordinator:** The contractor, in cooperation with USAWC staff and faculty, shall plan, develop, and execute the USAWC Strategic Landpower Symposium or similar event should the name change. This task includes the following actions as well as the requirement to track and report progress of each action.

- a. Administrative Support: Contractor will provide management and administrative support (as described in para 3.1.1) for the Strategic Landpower Symposium, with tasks including: management of event related schedules and scheduling; management of event related databases; management of event related schedules and scheduling; management of event related databases; management of event related information flow; support to presentations and presenters; and other administrative support tasks related to planning and executing an event.

- b. Media Management. Work with internal and external agencies to manage, coordinate, and track messaging and information flow through a variety of media outlets.
- 1) Develop informational efforts and campaigns for projects, programs, and events.
  - 2) Coordinate information efforts and campaigns with internal and external agencies.
  - 3) Ensure information efforts and campaigns are current, accurate, and presentable.
  - 4) Coordinate with online and print media to advertise Symposium-related material to include, but not limited to: call for papers, presentations, registration, news releases, and other information
  - 5) Receive, process, track, and organize abstracts, papers, presentation material, and other submissions ahead of event as required per the scope of the event
  - 6) Coordinate with the public affairs office for media coverage and news releases related to the event
- c. Pre-Event Tasks
- 1) Develop and assist in developing event agenda, methodology, desired outcomes, and supporting scenarios.
  - 2) Reserve event facilities, briefing rooms, and rehearsals space
  - 3) Complete, submit, and track required event request and approval documentation (such as the Department of the Army Conference Request Packet).
  - 4) Develop collaborative and knowledge management systems in support of the event
  - 5) Develop and assist in developing the following event information and provide it to invitees via approved email, webpage, or other electronic messaging applications
    - a) Agenda/schedule
    - b) Goals, Objective, and Methodology
    - c) Abstract and paper submission information
    - d) Registration
    - e) Directions
    - f) Accommodations
    - g) Read Ahead Materials
    - h) Other pertinent information
  - 6) Develop and send invitations (hardcopy or electronic) to potential attendees and track status.
  - 7) Coordinate with appropriate security personnel to ensure Symposium attendees conform to all appropriate security requirements. Inform security personnel of requirements for symposium attendees' access to installations, buildings, and rooms.
  - 8) Invite approved guest speakers and other select attendees and complete required documentation to include:

- a) Distinguished visitor reports
  - b) Request for speaker fees, honorarium, and travel pay
  - c) Other travel and administrative documents as needed
- 9) Coordinate with staff and faculty to manage all conference and event attendee travel requirements
  - 10) Track all attendee, guest speaker, panelist, support staff, and other guests for event.
  - 11) Identify, inform, and track status: responsible organizations of Information Technology requirements.
  - 12) Identify, inform, and track status: responsible organizations of note-taking and/or recording requirements.
  - 13) Identify, inform, and track status: responsible organizations of requirement for photography support.
  - 14) Identify, develop, inform, and track status: responsible organizations for signage to include: external directions to facility, distinguished visitor parking; internal posters, and internal and external electronic displays.
  - 15) Develop a food and beverage plan and inform responsible organizations of requirements. Track status.
  - 16) Coordinate with appropriate agencies to have food and beverages at event
  - 17) Produce the following for each attendee:
    - a) Name Tags
    - b) Name Tents
    - c) Read Ahead Materials
    - d) Other required materials
  - 18) Schedule and conduct monthly (or as directed) coordination meetings upon the completion of the event until 60 calendar days prior to the event.
  - 19) Schedule and conduct weekly (or as directed) coordination meetings starting 60 calendar days prior to the event.
    - a) Invite meeting participants
    - b) Establish meeting agenda
  - 20) Schedule and conduct at least two walk-throughs of the facility (or as directed), one at least ninety (90) calendar days prior to the event and the second at least seven (7) calendar days prior to the symposium in order to identify any shortfalls.
  - 21) Conduct sufficient rehearsals prior to the event, as directed.
  - 22) Manage Schedules and Scheduling
    - a) Develop, maintain, and manage scheduling and tracking mechanisms
    - b) Update, maintain, and manage calendars on a variety of media
    - c) Schedule: facilities, classes, meetings, guest speakers, internal and external audiences, online/virtual meetings, panelists, rehearsals
  - 23) Coordinate with online and print media to advertise Symposium-related material to include, but not limited to: call for papers, registration, news releases, and other information

- 24) Receive, process, track, and organize abstracts, papers, presentation material, and other submissions ahead of event as required per the scope of the event
- 25) Coordinate with the public affairs office for media coverage and new releases related to the event
- 26) Ensure participants sign electronic release forms and other appropriate documents for event participation

d. Event Tasks

- 1) Set up registration area and provide information to arriving participants.
- 2) Set up main and small group rooms to include but not limited to:
  - a) White boards and markers
  - b) Displays
  - c) Audio visual displays
  - d) Notepads and pens
  - e) Coordinate IT support including collaboration and video conferencing systems.
- 3) Record the event through note-taking and/or recordings.
- 4) Facilitate plenary and small-group discussions.
- 5) Compile a list of participants along with their organization, role, telephone numbers, and email addresses.
- 6) Coordinate with caterer, media, Public Affairs, and other supporting organizations throughout the event
- 7) Provide appropriate space for support staff to complete their assigned missions for event
- 8) Coordinate with external and internal staff and agencies during the event to ensure that prior support requests are appropriately carried out

e. Post-Event Tasks

- 1) Submit post-symposium documentation, after action review, and written reports, within 14 days or as directed by the Government.
- 2) Complete documentation for guest speakers, panelists, and other attendees within 14 days or as directed by the Government, to include:
  - a) Distinguished visitor reports
  - b) Submit and track speaker fees, honorarium, and travel pay
- 3) Coordinate with staff and faculty to complete all conference and event attendee travel requirements and supporting staff processes, within 30 days or as directed by the Government.

f. Audio and Video Recordings

- 1) Plan, schedule, and facilitate audio and video recordings. Schedule and reserve facilities for conducting audio and video recordings.
- 2) Coordinate with PAO and other USAWC agencies to edit and post videos to the USAWC YouTube channel or other website.

**3.1.5. Editing and Publishing.** The Strategic Landpower Symposium operates similar to an academic conference: the USAWC will release a call for papers and

authors will submit abstracts for consideration as part of the Symposium. The USAWC team will review the abstracts and release decisions to the authors whether or not to produce a full papers. The authors will then write papers and submit them to the USAWC. After the Symposium, the USAWC will edit these papers. The team will use these edited papers, in addition to Symposium presentations and other materials, to produce various print, audio, and video material.

- a. Support the USAWC team in sorting, writing, and editing Symposium papers and other materials. Coordinate and track publishing post-symposium reports, books, articles, or other publications to include audio and video recordings. Contractor will make recommendations to the USAWC team on publishing venues and formats.
- b. Call for papers process (initial call goes out approximately 10 months before the Symposium):
  - 1) Coordinate with online and print media to advertise call for papers
  - 2) Develop advertising plan to ensure wide distribution of call for papers
  - 3) Track and manage correspondence with internal and external agencies
- c. Abstract Submissions process (begins immediately after the Call for Papers and ends approximately 7 months before the Symposium):
  - 1) Receive and process abstracts and resumes in response for the Symposium call for papers advertisements
  - 2) Adhere to established deadlines
  - 3) Assist USAWC faculty to select appropriate abstracts
- d. Paper Submissions process (begins immediately after the Abstract Submission process and ends approximately 5 months before the Symposium):
  - 1) Receive and process papers
  - 2) Adhere to established deadlines
  - 3) Assist USAWC faculty to process, sort, and edit paper submissions
- e. Prepare papers for editing and publication (begins when the USAWC receives the first paper and ends approximately 60 days after the conclusion of the Symposium):
  - 1) Compile all paper submissions
  - 2) Place papers into publisher-directed format
  - 3) Edit papers and make recommendations to USAWC faculty
- f. Publish Papers (within 60 days after the conclusion of the Symposium):
  - 1) Manage publishing process: coordinate with USAWC team and publishing agents. Track and meet publisher's deadlines; keep USAWC team informed of status.
  - 2) Ensure submitted materials adhere to publisher style

- 3) Track status of submitted material, to include correspondence with publisher and requirements for USAWC faculty

g. Audio and Video Recordings

- 1) Plan, schedule, and facilitate audio and video recordings. Schedule and reserve facilities for conducting audio and video recordings.
- 2) Coordinate with PAO and other USAWC agencies to edit and post videos to the USAWC YouTube channel or other website.

**3.2. Event Coordinator:** The contractor, in cooperation with USAWC staff and faculty, shall plan, develop, and execute up to two (2) events (conference, workshop, or invitational meeting). This task includes the following actions as well as the requirement to track and report progress of each action.

a. Administrative Support: Contractor will provide management and administrative support (as described in para 3.1.1) for two events (conference, workshop, or invitational meeting), with tasks including: management of event related schedules and scheduling; management of event related databases; management of event related information flow; support to presentations and presenters; and other administrative support tasks related to planning and executing an event.

b. Media Management. Work with internal and external agencies to manage, coordinate, and track messaging and information flow through a variety of media outlets.

- 1) Develop informational efforts and campaigns for projects, programs, and events.
- 2) Coordinate information efforts and campaigns with internal and external agencies.
- 3) Ensure information efforts and campaigns are current, accurate, and presentable.
- 4) Coordinate with online and print media to advertise Symposium-related material to include, but not limited to: call for papers, presentations, registration, news releases, and other information
- 5) Receive, process, track, and organize abstracts, papers, presentation material, and other submissions ahead of event as required per the scope of the event
- 6) Coordinate with the public affairs office for media coverage and news releases related to the event

c. Pre-Event Tasks

- 1) Develop and assist in developing event agenda, methodology, desired outcomes, and supporting scenarios.
- 2) Reserve event facilities, briefing rooms, and rehearsals space

- 3) Complete, submit, and track required event request and approval documentation (such as the Department of the Army Conference Request Packet).
- 4) Develop collaborative and knowledge management systems in support of the event
- 5) Develop and assist in developing the following event information and provide it to invitees via approved email, webpage, or other electronic messaging applications
  - a) Agenda/schedule
  - b) Goals, Objective, and Methodology
  - c) Abstract and paper submission information
  - d) Registration
  - e) Directions
  - f) Accommodations
  - g) Read Ahead Materials
  - h) Other pertinent information
- 6) Develop and send invitations (hardcopy or electronic) to potential attendees and track status.
- 7) Coordinate with appropriate security personnel to ensure Symposium attendees conform to all appropriate security requirements. Inform security personnel of requirements for symposium attendees' access to installations, buildings, and rooms.
- 8) Invite approved guest speakers and other select attendees and complete required documentation to include:
  - a) Distinguished visitor reports
  - b) Request for speaker fees, honorarium, and travel pay
  - c) Other travel and administrative documents as needed
- 9) Coordinate with staff and faculty to manage all conference and event attendee travel requirements
- 10) Track all attendee, guest speaker, panelist, support staff, and other guests for event
- 11) Identify, inform, and track status: responsible organizations of Information Technology requirements.
- 12) Identify, inform, and track status: responsible organizations of note-taking and/or recording requirements.
- 13) Identify, inform, and track status: responsible organizations of requirement for photography support.
- 14) Identify, develop, inform, and track status: responsible organizations for signage to include: external directions to facility, distinguished visitor parking; internal posters, and internal and external electronic displays.
- 15) Develop a food and beverage plan and inform responsible organizations of requirements. Track status.
- 16) Coordinate with appropriate agencies to have food and beverages at event
- 17) Produce the following for each attendee:
  - a) Name Tags
  - b) Name Tents

- c) Read Ahead Materials
- d) Other required materials
- 18) Schedule and conduct monthly (or as directed) coordination meetings upon the completion of the event until 60 calendar days prior to the event.
- 19) Schedule and conduct weekly (or as directed) coordination meetings starting 60 calendar days prior to the event.
  - a) Invite meeting participants
  - b) Establish meeting agenda
- 20) Schedule and conduct at least two walk-throughs of the facility (or as directed), one at least ninety (90) calendar days prior to the event and the second at least seven (7) calendar days prior to the symposium in order to identify any shortfalls.
- 21) Conduct sufficient rehearsals prior to the event, as directed.
- 22) Manage Schedules and Scheduling
  - a) Develop, maintain, and manage scheduling and tracking mechanisms
  - b) Update, maintain, and manage calendars on a variety of media
  - c) Schedule: facilities, classes, meetings, guest speakers, internal and external audiences, online/virtual meetings, panelists, rehearsals
- 23) Coordinate with online and print media to advertise Symposium-related material to include, but not limited to: call for papers, registration, news releases, and other information
- 24) Receive, process, track, and organize abstracts, papers, presentation material, and other submissions ahead of event as required per the scope of the event
- 25) Coordinate with the public affairs office for media coverage and new releases related to the event
- 26) Ensure participants sign electronic release forms and other appropriate documents for event participation

d. Event Tasks

- 1) Set up registration area and provide information to arriving participants.
- 2) Set up main and small group rooms to include but not limited to:
  - a) White boards and markers
  - b) Displays
  - c) Audio visual displays
  - d) Notepads and pens
  - e) Coordinate IT support including collaboration and video conferencing systems.
- 3) Record the event through note-taking and/or recordings.
- 4) Facilitate plenary and small-group discussions.
- 5) Compile a list of participants along with their organization, role, telephone numbers, and email addresses.
- 6) Coordinate with caterer, media, Public Affairs, and other supporting organizations throughout the event

- 7) Provide appropriate space for support staff to complete their assigned missions for event
- 8) Coordinate with external and internal staff and agencies during the event to ensure that prior support requests are appropriately carried out

e. Post-Event Tasks

- 1) Submit post-symposium documentation, after action review, and written reports, within 14 days or as directed by the Government.
- 2) Complete documentation for guest speakers, panelists, and other attendees within 14 days or as directed by the Government, to include:
  - a) Distinguished visitor reports
  - b) Submit and track speaker fees, honorarium, and travel pay
- 3) Coordinate with staff and faculty to complete all conference and event attendee travel requirements and supporting staff processes, within 30 days or as directed by the Government.

f. Audio and Video Recordings

- 1) Plan, schedule, and facilitate audio and video recordings. Schedule and reserve facilities for conducting audio and video recordings.
- 2) Coordinate with PAO and other USAWC agencies to edit and post videos to the USAWC YouTube channel or other websites.

**3.3. Subject Matter expert:** Provide intellectual, program, administrative support, subject matter expertise, and consultation to USAWC students, faculty, staff, and outside agencies (including other War Colleges), focused on program management, media management, and event planning, development, management, and execution. Describe actions taken under this paragraph in the monthly contractor report.

**3.4. Symposia Attendance:** The contractor shall attend up to three (3) approved symposia (conferences, workshops, wargames, or similar events), sponsored by organizations outside the USAWC, focused on military or national strategy, landpower, or other topics taught/researched at the USAWC. The goal of attending these outside events is to improve symposia, conferences, workshops, or invitational meetings at the USAWC. The location of symposia is not restricted if contractor does not exceed travel costs (ref. paragraph 8.3 below). This task includes the following actions:

**3.4.1.** Propose event participation with rationale showing support for the USAWC mission; obtain concurrence from USAWC on attendance not later than fourteen (14) calendar days prior to the event.

**3.4.2.** Attend, present, or facilitate group discussions.

**3.4.3.** Within seven (7) calendar days of returning, submit written post-symposium report and required documentation.

- 3.5. Meetings and Reports.** The contractor shall attend the following meetings at Collins Hall, Carlisle Barracks, PA, or remotely as directed by the Government:
- 3.5.1. Initial Meeting.** The contractor shall attend an initial meeting with the Government representative, on a date to be determined (TBD), but Not Later Than (NLT) five (5) calendar days after award of contract, to discuss work to be performed and to receive Government Furnished Equipment (GFE), materials, and workspace.
- 3.5.2. Weekly Meeting.** The contractor shall attend meetings with a Government representative on a weekly basis to discuss past and future tasks, deliverables, and status updates (unless on specified travel or COR approved absence).
- 3.5.3. Weekly Status Update.** The contractor shall, as directed by the Government, provide weekly oral and written update to CSL and USAWC leadership on status of Landpower Symposium and the other two events. Contractor will develop appropriate “stop light” charts, or other visual methods, to convey status of ongoing efforts.
- 3.5.4. Monthly Report.** Provide to the Government (COR) a written report prior to the 3<sup>rd</sup> of each month describing actions taken the previous month in accomplishing tasks in the PWS, status of ongoing tasks, planned actions to accomplish tasks in the PWS, planned and executed travel, with associated costs and cost estimates, and actions taken as Subject Matter Expert.
- 4. QUALIFICATIONS.** The contractor will meet the following qualifications.
- 4.1. Education.** Only degrees from an accredited college or university recognized by the Department of Education are acceptable to meet positive education requirements or to substitute education for experience.
- 4.1.1. Required:** Bachelor’s Degree.
- 4.1.2. Desired:** Master’s Degree.
- 4.1.3. Highly Desired:** Master’s Degree and Program Management Professional, Program Management Certification, or similar certification.
- 4.2. Program management experience.** Leadership and Administrative skills in support of managing academic or similar programs: managing schedules, developing, and reproducing support materials (hardcopy or electronic), maintaining databases, and related activities.
- 4.2.1. Required:** At least three years’ experience.

**4.2.2.** Desired: Three to five years' experience.

**4.2.3.** Highly Desired: More than five years' experience.

**4.3. Planning operations and/or events experience.** Working independently and as part of a team, develop plans for large operations and events (50 or more people, budget of 10's of thousands of dollars, and lasting from one or more days).

**4.3.1.** Required: At least three years' experience organizing and planning operations, events, projects, or programs.

**4.3.2.** Desired: At least three years' experience in a leadership role coordinating teams in organizing or planning operations, events, projects, or programs.

**4.3.3.** Highly Desired: More than three years leading and coordinating teams in organizing or planning operations, events, projects, or programs.

**4.4. Executing operations and/or events experience.** Working independently and as part of a team execute large operations and events (50 or more people, budget of 10's of thousands of dollars, and lasting from one or more days).

**4.4.1.** Required: At least three years' executing operations and/or events

**4.4.2.** Desired: At least three years' experience in a leadership role executing operations and/or events.

**4.4.3.** Highly Desired: More than three years' experience in a leadership role executing operations and/or events.

#### **4.5. Editing Experience**

**4.5.1.** Required: None

**4.5.2.** Desired: At least one years' experience managing and editing documents for publication.

**4.5.3.** Highly Desired: More than three years' experience managing and editing documents for publication.

#### **4.6. Military Experience.**

**4.6.1.** Required: None

**4.6.2.** Desired: Served in the US Military as a senior non-commissioned officer or a company-grade officer.

**4.6.3. Highly Desired:** Served in the US Military as a field-grade officer.

**4.7. Security.**

**4.7.1. Required:** Candidate must be able to attain and maintain a SECRET Clearance. To qualify, the vendor must also possess a valid Facility Clearance (FCL) of equal or greater level. The candidate must be a U.S. citizen.

**4.8. Information Technology Skills.**

**4.8.1. Required:** The contractor shall be proficient in basic computer skills to include, but not limited to, Microsoft Office applications, basic writing and editing skills, search/create folders, and computer terminology. Contractor shall be proficient in on-line collaborative platforms such as Teams, Zoom, Blackboard and other collaborative tools.

**5. GOVERNMENT FURNISHED FACILITIES, SUPPLIES, AND SERVICES:**

**5.1.** General Information. The Government will furnish or make available to the Contractor certain facilities, equipment, supplies and materials, and services. The Contractor shall not use items provided for any other purpose than execution of work under this contract.

**6. DELIVERABLES:**

**6.1. Weekly written report** IAW 3.5.3: The contractor shall, as directed by the Government, provide weekly oral and written update to CSL and USAWC leadership on status of Landpower Symposium and the other two events. Contractor will develop appropriate “stop light” charts, or other visual methods, to convey status of ongoing efforts.

**6.2. Monthly written report** IAW 3.4.3: prior to the 3<sup>rd</sup> of each month describing actions taken the previous month in accomplishing tasks in the PWS, status of ongoing tasks, planned actions to accomplish tasks in the PWS, planned and executed travel, with associated costs and cost estimates, and actions taken as Subject Matter Expert.

**6.3.** Other written or oral reports, included in paragraphs above, required to tack status of on-going tasks.

**7. QUALITY:**

- 7.1. Responsibility.** It is the responsibility of the contractor to ensure that all deliverables (draft or final) meet the Government's evaluation standards as regulated by AR 25-50 Preparing and Managing Correspondence, dated 3 June 2002, and as revised or updated. Upon initial Government review, if draft or final deliverables do not meet the evaluation standards for quality, the draft or final deliverables will be returned to the contractor for revision within five (5) working days. It shall be the responsibility of the contractor to correct the errors without additional cost to the Government. The Government review period will not begin until initial Government review finds that the deliverable(s) meet acceptable standards for all quality requirements.
- 7.2. Format.** All documents shall be developed and delivered using the approved version of MS Office products.
- 7.3. Deliverable Medium.** Draft deliverables shall be provided in electronic form only. Final deliverables shall consist of one print ready paper copy and an electronic copy. Electronic copies shall be delivered through the Government information technology network and/or on \. All electronic media copies shall be virus-checked before submission. All deliverables will be provided to the COR. As required, Government may direct Contractor to provide all appropriate deliverables via electronic means.

## **8. OTHER CONSIDERATIONS:**

- 8.1. AT Level I training.** All contractor employees, to include subcontractor employees, requiring access Army installations, facilities and controlled access areas shall complete AT Level I awareness training within thirty (30) calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR or to the contracting officer, if a COR is not assigned, within thirty (30) calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <http://jko.jten.mil>
- 8.2. Access and general protection/security policy and procedures.** Contractor and all associated sub-contractors employees shall provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services, or Security Office. Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual

facility or installation change, the Government may require changes in contractor security matters or processes.

- 8.3. For contractors requiring Common Access Card (CAC).** Before CAC issuance, the contractor employee requires, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the FBI fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.
- 8.4. iWATCH Training.** The contractor and all associated subcontractors working within any Carlisle Barracks, facility, or area, will ensure all employees read the statement below on the local iWatch program. This locally developed statement will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training will be completed within 30 calendar days of contract award and within 30 calendar days of new employees' commencing performance, with the results reported to the COR NLT 35 calendar days after contract award. See the IWatch Training at: <https://www.armywarcollege.edu/iwatch/> or: "Guard Info About Yourself and Your Job. Limit discussion and accessibility of any information (written or verbal) that may provide terrorists insights for targeting. Always use secure means when passing sensitive information; destroy identifiable information. Be aware of your surroundings. Write down license numbers of suspicious vehicles; note description of occupants. Recognize and Report Unusual or Suspicious Behavior to your COR or the Carlisle Barracks police at 717-245-4115. YOU are the first line of defense against terrorism."
- 8.5. Army Training Certification Tracking System (ATCTS) registration for contractor employees who require access to Government information systems.** All contractor employees with access to a Government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Information Assurance Awareness prior to access to the IS and then annually thereafter.
- 8.6. OPSEC Training.** Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within thirty (30) calendar days of their reporting for duty. All contractor employees must complete annual OPSEC awareness training.

- 8.7. Information assurance (IA)/information technology (IT) training.** All contractor employees and associated sub-contractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working in IA/IT functions must comply with DoD and Army training requirements in DoDD 8570.01, DoD 8570.01-M and AR 25-2 within six months of appointment to IA/IT functions.
- 8.8. Contracts That Require Handling or Access to Classified Information.** Contractor shall comply with FAR 52.204-2, Security Requirements. This clause involves access to information classified “Confidential,” “Secret,” or “Top Secret” and requires contractors to comply with— (1) The Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DoD 5220.22-M); any revisions to DOD 5220.22-M, notice of which has been furnished to the contractor.
- 8.9. Threat Awareness Reporting Program.** For all contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), contractor employees must receive annual TARP training by a CI agent or other trainer as specified in 2-4b.
- 8.10. Additional Training Requirements:** Contractor will accomplish any additional training that the Department of Defense, Department of the Army, or the Commandant of the USAWC may determine necessary for personnel working on military installations or working with military personnel (not to exceed 10 hours of instruction).
- 9. References/Applicable Documents:**
- 9.1.** See U.S. Army publications located at the Army Publishing Directorate: <https://armypubs.army.mil/ProductMaps/PubForm/ADP.aspx>.
- 9.2.** Carlisle Barracks regulations are available for viewing at the Center for Strategic Leadership, 650 Wright Ave, Rm B033, Carlisle Barracks, PA.

**10. PERFORMANCE REQUIREMENTS SUMMARY:**

<b>PWS Reference and Requirement</b>	<b>Date Due (Cumulative)</b>	<b>Performance Threshold</b>
<b>3.1. Strategic Landpower Symposium Coordinator</b>		
3.1.1. Strategic Landpower Symposium Description	NA	NA
3.1.2. Primary Integrator	Daily	100% Compliance
3.1.3. Support to Academic and Research Programs	Daily	Same
3.1.4. Strategic Landpower Symposium Coordinator	Weekly/Daily	Same
3.1.5. Editing and Publishing	Weekly	Same
<b>3.2. Event Coordinator</b>		
3.2.a Admin Support	Weekly	100% Compliance
3.2.b Media Management	Weekly	Same
3.2.c. Pre-event tasks	Weekly	Same
3.2.d. Event tasks	Daily	Same
3.2.e. Post-event tasks	Weekly	Same
3.2.f. Audio and Video Recordings	Weekly	Same
<b>3.3. Subject Matter expert</b>		
<b>3.3 Subject Matter Expert</b>	Weekly	98% Compliance
<b>3.4 Symposium Attendance</b>		
3.4.1. Propose event participation	Weekly	98% Compliance
3.4.2. Attend, present, or facilitate	As required	100% Compliance

<b>PWS Reference and Requirement</b>	<b>Date Due (Cumulative)</b>	<b>Performance Threshold</b>
3.4.3. Submit written post-symposium report	Within seven (7) calendar days of returning	100% Compliance
<b>3.5 Meetings and Reports</b>		
3.5.1. Initial meeting	NLT five (5) days after award	100% Compliance
3.5.2. Weekly Meeting	Weekly unless COR exempted	98% Compliance
3.5.3. Weekly Status Report	Weekly as directed by Government	98% Compliance
3.6.4. Monthly Report	NLT 3 <sup>rd</sup> of each month	100% Compliance

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Strategic Programs Administrator FFP Strategic Programs Administrator IAW PWS FOB: Destination PURCHASE REQUEST NUMBER: 0011878186 PSC CD: U009	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel FFP Travel required for performance of Strategic Programs Administrator Support. Government will only pay for amount actually spent. NOT TO EXCEED \$5,000.00 FOB: Destination PURCHASE REQUEST NUMBER: 0011878186 PSC CD: U009	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001 OPTION	Strategic Programs Administrator FFP Strategic Programs Administrator IAW PWS FOB: Destination PURCHASE REQUEST NUMBER: 0011878186 PSC CD: U009	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1002 OPTION	Travel FFP Travel required for performance of Strategic Programs Administrator Support. Government will only pay for amount actually spent. NOT TO EXCEED \$5,150.00. FOB: Destination PURCHASE REQUEST NUMBER: 0011878186 PSC CD: U009	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2001 OPTION	Strategic Programs Administrator FFP Strategic Programs Administrator IAW PWS FOB: Destination PURCHASE REQUEST NUMBER: 0011878186 PSC CD: U009	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
2002 OPTION	Travel FFP Travel required for performance of Strategic Programs Administrator Support. Government will only pay for amount actually spent. NOT TO EXCEED \$5,304.50 FOB: Destination PURCHASE REQUEST NUMBER: 0011878186 PSC CD: U009	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001 OPTION	Strategic Programs Administrator FFP Strategic Programs Administrator IAW PWS FOB: Destination PURCHASE REQUEST NUMBER: 0011878186 PSC CD: U009	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3002 OPTION	Travel FFP Travel required for performance of Strategic Programs Administrator Support. Government will only pay for amount actually spent. NOT TO EXCEED \$5,463.64 FOB: Destination PURCHASE REQUEST NUMBER: 0011878186 PSC CD: U009	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4001 OPTION	Strategic Programs Administrator FFP Strategic Programs Administrator IAW PWS FOB: Destination PURCHASE REQUEST NUMBER: 0011878186 PSC CD: U009	1	Job		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
4002	Travel	1	Job		
OPTION	FFP				
	Travel required for performance of Strategic Programs Administrator Support. Government will only pay for amount actually spent. NOT TO EXCEED \$5,627.54.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011878186				
	PSC CD: U009				

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
5001	IAW FAR Clause 52.217-8	6	Months		
	FFP				
	IAW FAR Clause 52.217-8				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0011878186				
	PSC CD: U009				

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NET AMT

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government

3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
5001	Destination	Government	Destination	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 09-JAN-2023 TO 08-JAN-2024	N/A	US ARMY WAR COLLEGE CSL 650 WRIGHT AVE CARLISLE BARRACKS PA 17013 717-245-3598 FOB: Destination	W25BDX
0002	POP 09-JAN-2023 TO 08-JAN-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
1001	POP 09-JAN-2024 TO 08-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
1002	POP 09-JAN-2024 TO 08-JAN-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
2001	POP 09-JAN-2025 TO 08-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
2002	POP 09-JAN-2025 TO 08-JAN-2026	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
3001	POP 09-JAN-2026 TO 08-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
3002	POP 09-JAN-2026 TO 08-JAN-2027	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
4001	POP 09-JAN-2027 TO 08-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
4002	POP 09-JAN-2027 TO 08-JAN-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX
5001	POP 09-JAN-2028 TO 08-JUL-2028	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W25BDX

## CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	MAR 2021
52.204-7	System for Award Management	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-16	Commercial and Government Entity Code Reporting	AUG 2020
52.204-18	Commercial and Government Entity Code Maintenance	AUG 2020
52.204-24	Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment	NOV 2021
52.212-4	Contract Terms and Conditions--Commercial Products and Commercial Services	NOV 2021
52.217-5	Evaluation Of Options	JUL 1990
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.227-17	Rights In Data-Special Works	DEC 2007
52.229-11	Tax on Certain Foreign Procurements--Notice and Representation	JUN 2020
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
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
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.204-7017	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services -- Representation	MAY 2021
252.204-7018	Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services	JAN 2021
252.204-7022	Expediting Contract Closeout	MAY 2021
252.215-7008	Only One Offer	JUL 2019
252.225-7055	Representation Regarding Business Operations with the Maduro Regime	MAY 2022
252.225-7056	Prohibition Regarding Business Operations with the Maduro Regime	MAY 2022
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
252.232-7007	Limitation Of Government's Obligation	APR 2014
252.232-7010	Levies on Contract Payments	DEC 2006
252.232-7017	Accelerating Payments to Small Business Subcontractors--Prohibition on Fees and Consideration	APR 2020
252.244-7000	Subcontracts for Commercial Items	JAN 2021

## CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES  
(NOV 2021)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition--

- (1) Is set aside for small business and has a value above the simplified acquisition threshold;
- (2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or
- (3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(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 may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

- (1) The solicitation number;
  - (2) The time specified in the solicitation for receipt of offers;
  - (3) The name, address, and telephone number of the offeror;
  - (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
  - (5) Terms of any express warranty;
  - (6) Price and any discount terms;
  - (7) "Remit to" address, if different than mailing address;
  - (8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
  - (9) Acknowledgment of Solicitation Amendments;
  - (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
  - (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.
- (c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(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 the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(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

(C) 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, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(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 at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(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. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(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 East 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/>).

(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) 697-2667/2179, 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 that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) 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 FAR 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](http://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](http://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 products, the make and model of the product 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.

(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. The following factors shall be used to evaluate offers:

**See Addendum**

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. 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 (OCT 2022) ALTERNATE I (OCT 2014)

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.

"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"—

- (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.

"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.

"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.

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

(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.

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

[The offeror shall check the category in which its ownership falls]:

\_\_\_ 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.

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
___	___	___
___	___	___
___	___	___

[List as necessary]

(3) Domestic end products containing a critical component:

Line Item No. \_\_\_

[List as necessary]

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

(g)

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

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

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

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

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

Line Item No.	Country of origin
___	___

___	___
___	___

[List as necessary]

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

Other Foreign End Products:

Line Item No.	Country of origin	Exceeds 55% domestic content (yes/no)
___	___	___
___	___	___
___	___	___

[List as necessary]

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

Line Item No. \_\_\_

[List as necessary]

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

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I 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 Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act":

Canadian End Products:

Line Item No.
___
___

_____
-------

[List as necessary]

(3) *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 Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of origin
_____	_____
_____	_____
_____	_____

[List as necessary]

(4) *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]

(5) *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; and

(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 Product

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 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 CFR 1.6049-4;

[ \_\_\_\_ ] 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 email questions concerning sensitive technology to the Department of State at [CISADA106@state.gov](mailto:CISADA106@state.gov).

(2) Representation and Certification. 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 (50(U.S.C. 1701 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).

(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 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.

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

(iii) A publicly accessible Web site includes the Offeror's own Web site 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 Web site(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)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEVIATION 2018-O0021) (OCT 2022)

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, 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.

(b)(1) Notwithstanding the requirements of any other clauses of this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b) (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 \$700,000 (\$1.5 million for construction of any public facility), 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 (OCT 2015) (38 U.S.C. 4212).
- (ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- (x) 52.222-37, Employment Reports on Veterans (FEB 2016) (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 Act 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 Act 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 for Contractor Workers 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. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (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)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **14 days**.

(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 within **14 DAYS**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 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 **66 MONTHS**.

(End of clause)

#### 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/>

(End of provision)

#### 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/>

(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)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) **WITH LOCAL MODIFICATIONS (JUL 2020)**

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

**“Procurement Integrated Enterprise Environment (PIEE)” is the website for the WAWF application.**

(b) Electronic invoicing. The WAWF **application** provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use **PIEE** at <https://pice.cb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the **PIEE** home page at <https://pice.cb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

N/A

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

**INVOICE 2-IN-1**

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0490

Issue By DoDAAC	W91QF0
Admin DoDAAC**	W91QF0
Inspect By DoDAAC	W25BDX
Ship To Code	W25BDX
Ship From Code	
Mark For Code	W25BDX
Service Approver (DoDAAC)	W25BDX
Service Acceptor (DoDAAC)	W25BDX
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) **PIEE** point of contact.

Primary COR & WAWF Acceptor    
 Alternate COR & WAWF Acceptor

(1) The Contractor may obtain clarification regarding invoicing in **PIEE** -WAWF from the following contracting activity's WAWF point of contact.

NOT APPLICABLE

(2) Contact the **PIEE** helpdesk at 866-618-5988, if assistance is needed.

**DO NOT MARK ANY INVOICE AS 'FINAL', AS THIS LOCKS SEVERAL THINGS IN PIEE.**

(End of clause)

(a) Certain experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. These "Key Personnel" were identified by name within the contractor's proposal and their resumes were submitted for evaluation during the source selection process. The contractor agrees that such personnel shall not be removed or replaced within the performance of this contract unless the following measures are taken:

(1) If one or more of the key personnel, for any reason, becomes or is expected to become unavailable for work under this contract for a continuous period exceeding 30 work days, or is expected to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the contractor shall, subject to the concurrence of the Contracting Officer (KO) or designated Contracting Officer Representative (COR), promptly replace personnel with personnel who possess equal, or better, qualifications as the original employee

(2) All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. The request must contain a resume for the proposed substitute, and any other information requested by the KO or designated COR. The KO or designated COR must concur in writing with the change.

(b) If the KO or designated COR determines that suitable and timely replacement of Key Personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair successful completion of the contract, the KO may terminate the contract for default or for the convenience of the Government, as appropriate, or make an equitable adjustment to the contract to compensate the Government for any resultant delay, loss or damage.

(c) The Key Personnel in this contract are as follows: [fill-in at time of award].

(End of Clause)

#### **5152.233-4000 AMC-LEVEL PROTEST PROGRAM (Feb 2014) (LOCAL CLAUSE)**

Prior to submitting an agency protest, it is preferable that you first attempt to resolve your concerns with the responsible contracting officer. However, you may also file a protest to the Headquarters (HQ), Army Materiel Command (AMC). The HQ AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the Government Accountability Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 35 calendar days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. If you want to file a protest under the HQ AMC-Level Protest Program, the protest must request resolution under that program and be sent to the address below.

Headquarters U.S. Army Materiel Command  
Office of Command Counsel-Deputy Command Counsel  
4400 Martin Road  
Rm: A6SE040.001  
Redstone Arsenal, AL 35898-5000  
Fax: (256) 450-8840 or email [usarmy.redstone.usamc.mbx.protests@army.mil](mailto:usarmy.redstone.usamc.mbx.protests@army.mil)

The AMC-Level Protest procedures are found at: <http://www.amc.army.mil/amc/commandcounsel.html>.

If internet access is not available, contact the contracting officer or HQ, AMC to obtain the HQ AMC-Level Protest Procedures.

(End of Clause)