

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS					1. REQUISITION NUMBER		PAGE OF						
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30													
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE					
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER <i>(No collect calls)</i>		8. OFFER DUE DATE/ LOCAL TIME					
9. ISSUED BY		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <div style="text-align: right;">SIZE STANDARD: <input type="checkbox"/> 8 (A)</div>									
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP					
15. DELIVER TO		CODE		16. ADMINISTERED BY		CODE							
17a. CONTRACTOR/ OFFEROR.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY		CODE					
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM									
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY		22. UNIT		23. UNIT PRICE		24. AMOUNT	
		<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>											
25. ACCOUNTING AND APPROPRIATION DATA								26. TOTAL AWARD AMOUNT <i>(For Govt. Use Only)</i>					
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA								<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED					
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED						<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:							
30a. SIGNATURE OF OFFEROR/CONTRACTOR						31a. UNITED STATES OF AMERICA <i>(SIGNATURE OF CONTRACTING OFFICER)</i>							
30b. NAME AND TITLE OF SIGNER <i>(Type or print)</i>				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER <i>(Type or print)</i>				31c. DATE SIGNED			

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
---------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (Print)
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT (Location)
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

SCHEDULE Continued					
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Strategic Communications Services for the National Assessment Governing Board			NTE	NTE
	Base Year	1.00	SE		
	Period of Performance: 08/01/2023 to 07/31/2024				
0002	Option Year One	1.00	SE		NTE/OPT
	Period of Performance: 08/01/2024 to 07/31/2025				
0003	Option Year Two	1.00	SE		NTE/OPT
	Period of Performance: 08/01/2025 to 07/31/2026				

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SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 302-2 SCOPE OF WORK (FEBRUARY 1985)

The contractor shall furnish all personnel, materials, services, and facilities necessary to perform the requirements set forth in the Statement of Work, Attachment A to the RFP . This shall also be done in accordance with the specified General and Special Provisions and the contractor's final technical proposal, which are hereby incorporated by reference as a part of the contract.

To be added upon award

SECTION E INSPECTION AND ACCEPTANCE

E.1 301-17 PROVISION FOR PRICING AND PAYMENT (APRIL 1997)

- (a) The total not-to-exceed amount of this contract is \$(To be added upon award) . Payment of that amount shall be made in accordance with the incorporated clause entitled "Payments Under Time and Materials and Labor-Hour Contracts," "Payments Under Fixed Price Research and Development Contracts," or "Payments," whichever is applicable, and with any other supplementary payment scheme which may be otherwise negotiated and specified.
- (b) The Contractor shall take appropriate steps to insure that the ceiling price stated in Paragraph (a) above is not exceeded. The Government is not liable for any costs incurred which exceed the amount set forth above. The Contractor is further required to give written notice any time it estimates that the current funding ceiling is inadequate to cover the cost of its continued performance for a period of more than 60 days or until the end of the current term of the contract if less than 60 days.
- (c) In consideration for services performed under this contract, the Contractor shall be paid in accordance with the prices set forth in the Pricing Schedule (See Attachment (To be added upon award)).

E.2 306-1c INVOICE AND CONTRACT FINANCING REQUESTS SUBMISSION - IPP (MAY 2018)

- (a) Payments shall be rendered in accordance with the identified payment schedule(s), and any other incorporated payment clause(s), specified rates, and/or fixed price amounts.
- (b) The Contractor shall submit invoices electronically by means of the web-based system, Invoice Processing Platform (IPP), which can be accessed at IPP.for.fiscal.treasury.gov. All submitted invoices must be accompanied by supporting documentation in accordance with the contract's terms and conditions. The supporting documentation shall be submitted in the following formats: Adobe Acrobat (pdf), Microsoft Word (doc), Pictures (jpeg), Microsoft Excel (excel), or Microsoft Outlook message (msg).
- (c) Invoice Number Format - The format for the invoice shall be the contract number followed by the invoice number. The invoice number shall have no spaces, dashes, or other special characters. The invoice number cannot exceed 21 characters. An example of an acceptable invoice number format follows:

Contract Number: 91990018C0001
Contractor's Invoice No.: 15897126341

IPP Invoice No.: 91990018C000115897126 (Note that the last three digits ["341"] from the Contractor's invoice number were removed due to the 21 character limitation.)
- (d) If the Contractor has not already established an IPP account that is active, an IPP account will be automatically created on behalf of the Contractor. The automatically created IPP account will be issued to the Designated Primary Administrator, which will be the individual that has been identified in the "Accounts Receivable POC" section of the Contractor's System for Award Management (SAM) registration located at <https://www.sam.gov/portal/public/SAM/>.
- (e) Within ten (10) business days of the Contractor entering or updating the Accounts Receivable POC information within the Contractor's SAM registration, the Designated Primary Administrator will receive an email from the IPP Customer Support Team containing the Designated Primary Administrator's IPP username. Within 24 hours of receiving the initial email, the Designated Primary Administrator will receive a second email containing their IPP password. Once both emails have been received, the Designated Primary Administrator must log into IPP and complete the registration process.
- (f) The Contractor's Designated Primary Administrator will be authorized to further designate other administrators under the Contractor's IPP account who may submit invoices on behalf of the Contractor.
- (g) The Contractor must ensure that the "Accounts Receivable POC" section of its SAM registration is accurate and up to date.
- (h) In the event that an invoice is rejected, the Contractor shall make the necessary corrections and resubmit the invoice by means of IPP. Any questions, concerns, or issues regarding the use of IPP should be directed to the IPP Customer Support Team, as identified at <http://www.ipp.gov/>.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 11.401-70 PERIOD OF PERFORMANCE

The period of performance:

Base Year:08/01/2023 - 07/31/2024

Option Year One:08/01/2024 - 07/31/2025

Option Year Two:08/01/2025 - 08/01/2026

G.2 16.101-70 TYPE OF CONTRACT

The Government contemplates award of a hybrid contract with firm-fixed price labor and cost reimbursement other direct costs type contracts from this solicitation.

G.3 306-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (FEB 2006)

(a) The Contracting Officer's Representative (COR) is responsible for the technical aspects of the project, technical liaison with the Contractor, and any other responsibilities that are specified in the contract. These responsibilities include inspecting all deliverables, including reports, and recommending acceptance or rejection to the Contracting Officer.

(b) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, terms or conditions. Any contractor requests for changes shall be submitted in writing directly to the Contracting Officer or through the COR. No such changes shall be made without the written authorization of the Contracting Officer.

(c) The COR's name and address:

TBD Upon Award

The COR may be changed by the Government at any time, but notification of the change, including the name and address of the successor COR, will be provided to the Contractor by the Contracting Officer in writing.

G.4 306-8 CONTRACT ADMINISTRATOR (FEB 1985)

The Contractor shall designate one individual to be contacted during the period of the contract for prompt contract administration.

TBD Upon Award

G.5 307-2 KEY PERSONNEL DESIGNATION (MARCH 1985)

In accordance with the contract clause entitled "Key Personnel", the following key personnel are considered to be essential to the work being performed:

Project Director - TBD Upon Award

SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1 3452.209-71 CONFLICT OF INTEREST (MAY 2011)

(a)

(1) The contractor, subcontractor, employee, or consultant, has certified that, to the best of its knowledge and belief, there are no relevant facts or circumstances that could give rise to an organizational or personal conflict of interest, (see FAR Subpart 9.5 for organizational conflicts of interest), (or apparent conflict of interest) for the organization or any of its staff, and that the contractor, subcontractor, employee, or consultant has disclosed all such relevant information if such a conflict of interest appears to exist to a reasonable person with knowledge of the relevant facts (or if such a person would question the impartiality of the contractor, subcontractor, employee, or consultant). Conflicts may arise in the following situations:

(i) Unequal access to information - A potential contractor, subcontractor, employee, or consultant has access to non-public information through its performance on a government contract.

(ii) Biased ground rules - A potential contractor, subcontractor, employee, or consultant has worked, in one government contract, or program, on the basic structure or ground rules of another government contract.

(iii) Impaired objectivity - A potential contractor, subcontractor, employee, or consultant, or member of their immediate family (spouse, parent, or child) has financial or other interests that would impair, or give the appearance of impairing, impartial judgment in the evaluation of government programs, in offering advice or recommendations to the government, or in providing technical assistance or other services to recipients of Federal funds as part of its contractual responsibility. "Impaired objectivity" includes but is not limited to the following situations that would cause a reasonable person with knowledge of the relevant facts to question a person's objectivity:

(A) Financial interests or reasonably foreseeable financial interests in or in connection with products, property, or services that may be purchased by an educational agency, a person, organization, or institution in the course of implementing any program administered by the Department;

(B) Significant connections to teaching methodologies that might require or encourage the use of specific products, property, or services; or

(C) Significant identification with pedagogical or philosophical viewpoints that might require or encourage the use of a specific curriculum, specific products, property, or services.

(2) Offerors must provide the disclosure described above on any actual or potential conflict (or apparent conflict of interest) of interest regardless of their opinion that such a conflict or potential conflict (or apparent conflict of interest) would not impair their objectivity.

(3) In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the Department will take appropriate actions to eliminate or address the actual or potential conflict (or apparent conflict of interest), including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term "potential conflict" means reasonably foreseeable conflict of interest.

(b) The contractor, subcontractor, employee, or consultant agrees that if "impaired objectivity", or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the contracting officer. This disclosure shall include a description of actions that the contractor has taken or proposes to take, after consultation with the contracting officer, to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

(c) Remedies. The Government may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict (or apparent conflict of interest) after award and did not disclose or misrepresented relevant information to the contracting officer, the Government may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. These remedies include imprisonment for up to five years for violation of 18 U.S.C. 1001 and fines of up to \$5000 for violation of 31 U.S.C. 3802. Further remedies include suspension or debarment from contracting with the Federal government. The contractor may also be required to reimburse the Department for costs the Department incurs arising from activities related to conflicts of interest.

An example of such costs would be those incurred in processing Freedom of Information Act requests related to a conflict of interest.

(d) In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest, or mitigate it to the satisfaction of the contracting officer.

(e) The contractor further agrees to insert in any subcontract or consultant agreement hereunder, provisions that conform substantially to the language of this clause, including specific mention of potential remedies and this paragraph (e).

(End of Clause)

H.2 3452.224-70 RELEASE OF INFORMATION UNDER THE FREEDOM OF INFORMATION ACT (MAY 2011)

By entering into a contract with the Department of Education, the contractor, without regard to proprietary markings, approves the release of the entire contract and all related modifications and task orders including, but not limited to:

- (1) Unit prices, including labor rates;
- (2) Statements of Work/Performance Work Statements generated by the contractor;
- (3) Performance requirements, including incentives, performance standards, quality levels, and service level agreements;
- (4) Reports, deliverables, and work products delivered in performance of the contract (including quality of service, performance against requirements/standards/service level agreements);
- (5) Any and all information, data, software, and related documentation first provided under the contract;
- (6) Proposals or portions of proposals incorporated by reference; and
- (7) Other terms and conditions.

(End of Clause)

H.3 3452.227-73 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAY 2011)

(a) For contracts under which data are to be produced, furnished, or acquired, the terms limited rights and restricted rights are defined in the rights in data--general clause (FAR 52.227-14).

(b) Proprietary data, technical data, or computer software provided to the contractor as Government-furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) Proprietary data with legends that serve to restrict disclosure or use of data. The contractor shall use, modify, reproduce, perform, or display proprietary data received from the Government with proprietary or restrictive legends only in the performance of this contract. The contractor shall not, without the express written permission of the party who owns the data, release, or disclose such data or software to any person.

(2) GFI marked with limited or restricted rights legends. The contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(3) GFI marked with specially negotiated license rights legends. The contractor shall use, modify, reproduce, release, perform, or display proprietary data, technical data, or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the use and non-disclosure agreement. The contractor shall modify paragraph (c)(1)(iii) of the use and non-disclosure agreement (3452.227-72) to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights.

(1) The contractor agrees to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of proprietary data, technical data, or computer software received from the Government with restrictive legends by the contractor or any person to whom the contractor has released or disclosed such data or software.

(2) The contractor agrees that the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the contractor, or any person to whom the contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of proprietary data, technical data, or computer software subject to restrictive legends.

(End of Clause)

H.4 307-19a REDACTED PROPOSALS (APRIL 2004)

The contractor shall provide a redacted copy of its successful technical proposal for the original contract and any awarded task orders to the Contracting Officer within five (5) days after contract or task order award. The redacted proposal shall be suitable for release by the Government under a Freedom of Information Act (FOIA) request. The redacted proposal shall be submitted in an electronic format that is readable by Microsoft Office applications.

SECTION I CONTRACT CLAUSES

I.1 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)
(Reference 52.204-4)

I.2 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract. (End of clause)

I.3 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)
(Reference 52.204-25)

I.4 52.204-26 COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES--REPRESENTATION (OCT 2020)
(Reference 52.204-26)

I.5 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 Attachment D to the RFP

[Contracting Officer shall insert the significant evaluation factors, such as

- (i) technical capability of the item offered to meet the Government requirement;
- (ii) price;
- (iii) past performance (see FAR 15.304);

(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)

I.6 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

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

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

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

"Forced or indentured child labor" means all work or service

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

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

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

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

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

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

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

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

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

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

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

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

"Sensitive technology"

(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 the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control

or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

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

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned 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.

"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.

(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 it ☐ is, ☐ is not a small business concern.

(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 it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

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

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that-

(i) It [] is, [] is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.]

The offeror represents that-

(i) It [] is, [] is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

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

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

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(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.

(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.

(iii) The terms "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

[List as necessary]

(3) 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.

(B) The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "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."

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.

Other Foreign End Products:

Line item No.	Country of origin

[List as necessary]

(iv) 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

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

Line item No.	Listed Countries of origin

| |
|_____| |_____|
[List as necessary]

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

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

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

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Taxpayer identification number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(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.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703-2(a)(2) with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification(e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to

paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE

code: _____

Immediate owner legal

name: _____

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:

☐ Yes or ☐ No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest level owner CAGE

code: _____

Highest level owner legal

name: _____

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that -

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless and 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 website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

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

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services--Representation. Section 889(a)(1)(A) and section 889 (a)(1)(B) of Public Law 115-232.

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

(2) The Offeror represents that--

(i) It ☐ does, ☐ does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

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

(End Of Provision)

I.7 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or

contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.--

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409

relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

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

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Reserved.
- (u) Unauthorized Obligations.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.
- (iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

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

(v) Incorporation by reference. The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End Of Clause)

I.8 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022)

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).
- (5) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

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

[Contracting Officer check as appropriate.]

N/A (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

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

N/A (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

N/A (5) [Reserved]

X (6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

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

N/A (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

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

N/A (10) [Reserved]

N/A (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

N/A (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

N/A (13) [Reserved]

X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (MAR 2020) of 52.219-6.

N/A (iii) Alternate II (NOV 2011) of 52.219-6.

N/A (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

N/A (ii) Alternate I (MAR 2020) of 52.219-7.

N/A (iii) Alternate II (MAR 2004) of 52.219-7.

N/A (16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)).

N/A (17)(i) 52.219-9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

N/A (ii) Alternate I (JAN 2017) of 52.219-9.

N/A (iii) Alternate II (NOV 2016) of 52.219-9.

N/A (iv) Alternate III (JUN 2020) of 52.219-9.

N/A (v) Alternate IV (SEP 2021) of 52.219-9.

N/A (18) (i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

N/A (ii) Alternate I (MAR 2020) of 52.219-13.

X (19) 52.219-14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

N/A (20) 52.219-16, Liquidated Damages-Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F) (i)).

N/A (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

N/A (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

N/A (ii) Alternate I (MAR 2020) of 52.219-28.

N/A (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

N/A (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

N/A (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

N/A (26) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

X (27) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

X (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2022) (E.O. 13126).

X (29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

X (30) (i) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

N/A (ii) Alternate I (FEB 1999) of 52.222-26.

X (31) (i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

N/A (ii) Alternate I (JUL 2014) of 52.222-35.

X (32) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

N/A (ii) Alternate I (JUL 2014) of 52.222-36.

N/A (33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

N/A (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

X (35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

N/A (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

N/A (36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

N/A (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

N/A (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

N/A (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN, 2016) (E.O. 13693).

N/A (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN, 2016) (E.O. 13693).

N/A (40) (i) 52.223-13, Acquisition of EPEAT(R) -Registered Imaging Equipment(JUN 2014) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (OCT 2015) of 52.223-13.

N/A (41) (i) 52.223-14, Acquisition of EPEAT(R) -Registered Television (JUN 2014) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (JUN 2014) of 52.223-14.

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

N/A (43) (i) 52.223-16, Acquisition of EPEAT(R)-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

N/A (ii) Alternate I (JUN 2014) of 52.223-16.

X (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

N/A (45) 52.223-20, Aerosols (JUN, 2016) (E.O. 13693).

N/A (46) 52.223-21, Foams (JUN, 2016) (E.O. 13693).

X (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

N/A (ii) Alternate I (JAN 2017) of 52.224-3.

N/A (48) 52.225-1, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).

N/A (49) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41,112-42, and 112-43).

N/A (ii) Alternate I (JAN 2021) of 52.225-3.

N/A (iii) Alternate II (JAN 2021) of 52.225-3.

N/A (iv) Alternate III (JAN 2021) of 52.225-3.

N/A (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

N/A (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

N/A (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

N/A (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

N/A (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

N/A (55) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

N/A (56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C.2307(f)).

N/A (57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021)(41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (OCT 2018) (31 U.S.C. 3332).

N/A (59) 52.232-34, Payment by Electronic Funds Transfer - Other Than System for Award Management (JUL 2013) (31 U.S.C. 3332).

N/A (60) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

N/A (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

N/A (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

N/A (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

N/A (ii) Alternate I (APR 2003) of 52.247-64.

N/A (iii) Alternate II (NOV 2021) of 52.247-64.

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

[Contracting Officer check as appropriate.]

N/A (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

N/A (2) 52.222-42, Statement of Equivalent Rates for Federal Hires(MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

N/A (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -Price Adjustment (Multiple Year and Option Contracts) (AUG 2018)(29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

N/A (5)52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

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

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

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

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

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

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

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

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

(e)

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

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

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

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

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

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

(xiii) (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) 41 U.S.C. chapter 67).

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

- (xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages 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. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

(End Of Clause)

I.9 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (NOV 2021)

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing," "writing," or "written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) "Amendments to solicitations." If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) "Submission, modification, revision, and withdrawal of proposals."

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) "Submission, modification, revision, and withdrawal of proposals."

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, 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 proposal or revision is due.

(ii)

(A) Any proposal, modification, or revision 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--

(1) 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 proposals; or

(2) 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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals 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.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) "Offer expiration date." Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) "Restriction on disclosure and use of data." Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

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

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

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

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

(f) "Contract award."

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be

conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(vi) 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)

I.10 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of Provision)

I.11 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 30 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 36 months

(End of Clause)

I.12 52.227-17 RIGHTS IN DATA--SPECIAL WORKS (DEC 2007)

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

"Data" means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental

to contract administration, such as financial, administrative, cost or pricing, or management information.

"Unlimited rights" means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

(b) Allocation of Rights.

(1) The Government shall have--

(i) Unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract, except as provided in paragraph (c) of this clause.

(ii) The right to limit assertion of copyright in data first produced in the performance of this contract, and to obtain assignment of copyright in that data, in accordance with paragraph (c)(1) of this clause.

(iii) The right to limit the release and use of certain data in accordance with paragraph (d) of this clause.

(2) The Contractor shall have, to the extent permission is granted in accordance with paragraph (c)(1) of this clause, the right to assert claim to copyright subsisting in data first produced in the performance of this contract.

(c) Copyright--

(1) Data first produced in the performance of this contract.

(i) The Contractor shall not assert or authorize others to assert any claim to copyright subsisting in any data first produced in the performance of this contract without prior written permission of the Contracting Officer. When copyright is asserted, the Contractor shall affix the appropriate copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) to the data when delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable, worldwide license for all delivered data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.

(ii) If the Government desires to obtain copyright in data first produced in the performance of this contract and permission has not been granted as set forth in paragraph (c)(1)(i) of this clause, the Contracting Officer shall direct the Contractor to assign (with or without registration), or obtain the assignment of, the copyright to the Government or its designated assignee.

(2) Data not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the Contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and that contain the copyright notice of 17 U.S.C. 401 or 402, unless the Contractor identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in paragraph (c)(1) of this clause.

(d) Release and use restrictions. Except as otherwise specifically provided for in this contract, the Contractor shall not use, release, reproduce, distribute, or publish any data first produced in the performance of this contract, nor authorize others to do so, without written permission of the Contracting Officer.

(e) Indemnity. The Contractor shall indemnify the Government and its officers, agents, and employees acting for the Government against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, arising out of the creation, delivery, publication, or use of any data furnished under this contract; or any libelous or other unlawful matter contained in such data. The provisions of this paragraph do not apply unless the Government provides notice to the Contractor as soon as practicable of any claim or suit, affords the Contractor an opportunity under applicable laws, rules, or regulations to participate in the defense of the claim or suit, and obtains the Contractor's consent to the settlement of any claim or suit other than as required by final decree of a court of competent jurisdiction; and these provisions do not apply to material furnished to the Contractor by the Government and incorporated in data to which this clause applies.

(End of clause)

I.13 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUNE 2013)
(Reference 52.232-39)

I.14 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this

clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

I.15 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted

(1) by an act of the Contracting Officer in the administration of this contract that is not expressly or implied authorized by this contract, or

(2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed--

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of Clause)

I.16 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/browse/index/far>

(End of Clause)

I.17 3452.202-1 DEFINITIONS--DEPARTMENT OF EDUCATION (MAY 2011)

(a) The definitions at FAR 2.101 are appended with those contained in Education Department Acquisition Regulations (EDAR) 3402.101.

(b) The EDAR is available via the Internet at www.ed.gov/policy/fund/reg/clibrary/edar.html.

(End of Clause)

SECTION J
LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

The following attachments are provided with the RFP:

Attachment A: Statement of Objectives

Attachment B: Quality Assurance Surveillance Plan

Attachment C: Instructions to Offerors

Attachment D: Technical Evaluation Criteria

Attachment E: Past Performance Reference Form

Attachment F: Budget Template



STRATEGIC COMMUNICATIONS SERVICES

RFP# 91995923R0002

ATTACHMENT A: STATEMENT OF OBJECTIVES

APRIL 11, 2023

Strategic Communications Services

1. Introduction

The [National Assessment Governing Board](#) (Governing Board, or Board) was created by Congress in 1988 as an independent, nonpartisan board to set policy for the National Assessment of Educational Progress (NAEP), also known as [The Nation's Report Card](#). NAEP is the largest representative assessment of student achievement in the country and is administered by the [National Center for Education Statistics](#) (NCES). Every two years, the Nation's Report Card measures reading and math performance of fourth graders and eighth graders across the nation—in all 50 states, three jurisdictions, and 27 urban school districts. At a national level, [NAEP assesses](#) grade 12 students in reading and math as well as students in U.S. history, civics, and science every four years.

In setting policy for The Nation's Report Card, the Governing Board identifies subjects to be assessed, in what grades and how often, determines content and achievement levels for each assessment, approves all assessment questions, hosts initial releases of NAEP results, and takes steps to improve the reporting of results. Additionally, the Governing Board communicates NAEP results to diverse audiences and develops partnerships with organizations that have the capacity to direct and change policy to improve student achievement.

The Governing Board seeks communications specialists with a demonstrated knowledge of education policy who can assist with developing, implementing, and sustaining a comprehensive, proactive, and effective strategy to communicate NAEP results that exemplifies and amplifies their utility, value, and importance. The communications contractor shall develop effective messaging and support outreach activities to convey accurately and clearly both NAEP results and Governing Board work, such as NAEP assessment framework updates and the annual nominations campaign to receive applications for Governing Board membership when vacancies occur.

The work shall entail creating a broad communications strategy and supporting its implementation. This implementation includes developing content, prioritizing audiences for outreach, and ascertaining the best tactics and channels to communicate the Governing Board's work, including making NAEP results more useful and relevant to stakeholders and promoting other Board activities that would include, but not be limited to, recruiting new Board members, communicating major Board policies and actions, and eliciting input and feedback on updating assessment frameworks. Activities to implement this plan include drafting talking points and messaging, writing press releases and op-eds, developing content for social media channels and the Governing Board website, facilitating media opportunities, recommending audiences for outreach, and assisting the Board in managing and tracking efforts.

2. Background

The Board uses its communications efforts to implement its [Strategic Vision](#): making NAEP results useful and relevant to the public, education leaders, and other stakeholders who are in a position to use data to improve student achievement; inspiring improvement in the quality of assessments and standards; and telling the stories of American achievement for all, over time and in context.

The NAEP 2022 results for reading and mathematics were the first released after the onset of the pandemic, and as such, drew significantly more attention than in previous years. Thus, the Board initiated a proactive communications strategy well in advance of the Fall 2022 release. The following goals drove this communications plan:

- Support those who have the capacity to direct and change policy in understanding the NAEP results to motivate and support action;
- Translate and elevate what NAEP measures, how it can be used (and not used), and why the results matter;
- Tap the strengths of the Board, such as the expertise of Board members, and the partnerships and relationships the Board has forged and sustained over time.

To execute this strategy, the Board met with key groups representing state leaders (Governors, State Legislators, Chief State School Officers, et al) to discuss pre-pandemic trends on NAEP, which helped to contextualize the latest results. The Board developed messaging, press releases, op-eds, and other public-facing materials, some featuring or authored by Board members, to communicate NAEP's importance and utility and to increase the likelihood of NAEP data being used accurately and responsibly.

With the initial release of 2022 NAEP data complete, the Board seeks to continue the momentum of this communications strategy. The Board requires a communications expert, or small team of experts, to focus and sustain a yearlong, consistent strategy of clear communications, comprehensive outreach, and collaborative partnership building.

3. Objectives

The Governing Board seeks a contractor who can assist with developing effective strategic communications, outreach efforts, and partnership building.

The Board seeks a contractor to:

1. Design and implement a comprehensive, proactive, sustainable communications strategy.

2. Distill key findings from assessments, including broader patterns and trends seen over time, in plain, comprehensible language.
3. Support thoughtful release events that explain key findings, with a wraparound media strategy to ensure Board members and Board messaging are incorporated into media coverage before and at release events.
4. Execute strategies to assure that NAEP receives media coverage beyond initial releases of results, which may include spotlighting ways that policymakers and education leaders use the data and respond to challenges illuminated in the data beyond the initial release of NAEP data.
5. Use the Board's social media channels and email distribution lists effectively and strategically with content that amplifies appropriate messaging clearly.
6. Support the Board in meeting with and engaging with stakeholders to ensure NAEP becomes – or remains – an important tool for leaders in the education sector.

This work shall emphasize the Board's non-partisan independence and NAEP as the gold standard in providing independent and objective education assessment data. The Board seeks to inform stakeholders that the Nation's Report Card is the only nationally representative assessment in various subjects across grades and the only comparable assessment across states and over time, and thus, an invaluable tool to inform policy and practice.

The Board requires additional communications efforts not directly connected to NAEP results but comprise the Board's work as the policymaking body for NAEP. These include the Board's annual call for nominees for open Board positions appointed by the U.S. Secretary of Education, its work updating NAEP frameworks that guide the content of NAEP assessments, promoting understanding of NAEP achievement levels the Board established in subjects assessed by NAEP, and major policy actions and developments from meetings that may interest a wider audience. These and other similar efforts require strategic planning, partnership building, and messaging to explain and promote the importance of these efforts.

4. Scope

The contractor shall submit a work plan that includes clear, tangible actions to meet the objectives listed below, given the Board's communications goals articulated in the previous section.

- A comprehensive, proactive, sustainable communications strategy that incorporates four primary aspects of the Governing Board's work:
 - Communicating NAEP results, trends, and patterns clearly, in plain language, to diverse audiences, year-round, during and after releases.

- Supporting the Board's partnerships with stakeholders invested in the Board's policy-setting work for NAEP, specifically seeking input and feedback from such partners and presenting data to stakeholders.
 - Recruiting new Board members.
 - Communicating other Board activities initiated by actions and policies.
- A wraparound media strategy to ensure Board members and Board messaging are integrated into media coverage before and at release events; this includes effectively pitching high-visibility, high-relevance media placements for op-eds, interviews, etc.;
- Content, messaging, and talking points for presentations, meetings, social media posts, op-eds, etc. that reach beyond initial releases of results, demonstrating NAEP's utility, relevance, and value in clear, plain language;
- Distillations of key findings from assessments, including broader patterns and trends seen over time, in plain, comprehensible language;
- Use of the Board's social media channels and email distribution lists effectively and strategically with content that amplifies appropriate messaging clearly;
- Recommendations on how to leverage [Governing Board members](#) for various outreach opportunities based on their role, including initiating presentations (i.e., content, messaging, prep) for organizations and conferences in the education sector with high impact;
- Alignment of messaging across traditional and social media placements and with the Governing Board's strategic vision and website;
- Proactive monitoring of social media channels and conversations in the education sector for activity relevant to NAEP and to the Governing Board; Alerting staff about any concerns.
- Assist Board staff in strategic identification of influential organizations and individuals in targeted outreach that would provide the Board highly qualified and diverse nominees for its [annual solicitation of nominations](#) for open positions, appointed by the U.S. Secretary of Education. Efforts would include assisting Board staff in messaging and content for website and print materials that promote the Board's uniqueness and significance in education and builds awareness and interest. (Refer to the [NAEP Law, P.L. 107-279](#), for Board composition and directives on achieving and maintaining diversity across an array of categories.)
- Incorporation of other primary Board activities and responsibilities ([updating NAEP frameworks](#), which form the content of the assessments; fostering an understanding of [achievement levels](#) used in reporting NAEP results; and [major policies](#)) into the communications strategy, i.e., messaging in plain language, identifying appropriate audiences for outreach and partnership building;
- Tracking of media coverage and placement, with media reports and analyses as requested.

5. Work by Contract Year

Below are major areas of work as organized by contract year for the base year and two option years. See Deliverables section for more information.

Base Year:

- (1) Project Management: Ongoing overall project management including the kickoff meeting and written summary, check-in calls, work summary reports, and ad hoc reports requirements.
- (2) Strategic Communications Plan: The contractor shall submit a draft strategic plan for Board review and finalization that will guide the overall communications work.
- (3) Ongoing Communications and Outreach: Throughout the base year, strategic services will be required on an ongoing basis, including messaging, content development, and social media outreach regarding both the dissemination and promotion of NAEP results and related Board activities and policies, and attendance at Board meetings. This activity will draw on the contractor's expertise once needs are finalized. The recommendations resulting from the strategic communications plan, activity (2) above will also help inform base year and option year communication strategies and will be guided by work plans that will be developed by the contractor and Governing Board staff and approved by the Contracting Officer.
- (4) Nominations Outreach: The contractor shall provide services related to the Board's annual campaign to solicit high-quality nominees for open Board positions for appointment the next year. Work shall include messaging, content development, and identification of partners.
- (5) NAEP Report Card Releases: The NAEP 2024 Report Cards in Reading and Mathematics for grades 4 and 8 with results by nation, state and 27 urban districts will be released sometime in Winter 2025. The base year will incorporate the beginning stages of promotion, including messaging, content, and other outreach.

Option Year One:

- (1) Project Management: Ongoing overall project management including check-in calls, work summary reports, and ad hoc reports requirements.
- (2) Ongoing Communications and Outreach: Throughout option year one, strategic services will be required on an ongoing basis, including messaging, content development, and social media outreach regarding both the dissemination and promotion of NAEP results and related Board activities and policies, and attendance at Board meetings. Efforts will be based on

recommendations resulting from the strategic communications plan, with strategies guided by work plans that will be developed by the contractor and Governing Board staff and approved by the Contracting Officer.

(3) Nominations Outreach: The contractor shall provide services related to the Board's annual campaign to solicit high-quality nominees for open Board positions for appointment the next year. Work shall include messaging, content development, and identification of partners.

(4) NAEP 2024 Release: The option year will incorporate messaging, content, and other outreach in preparation for the release, the ultimate release event, and communications afterword to extend the life of the release.

Option Year Two:

(1) Project Management: Ongoing overall project management including check-in calls, work summary reports, and ad hoc reports requirements.

(2) Ongoing Communications and Outreach: Throughout option year two, strategic services will be required on an ongoing basis, including messaging, content development, and social media outreach regarding both the dissemination and promotion of NAEP results and related Board activities and policies, and attendance at Board meetings. Efforts will be based on recommendations resulting from the strategic communications plan, with strategies guided by work plans that will be developed by the contractor and Governing Board staff and approved by the Contracting Officer.

(3) Nominations Outreach: The contractor shall provide services related to the Board's annual campaign to solicit high-quality nominees for open Board positions for appointment the next year. Work shall include messaging, content development, and identification of partners.

(4) NAEP 2024 Science Report Card Release: The release date is still to be determined; this option year will involve messaging, content, and other outreach as elaborated on in the scope for NAEP Science national results at the grade 8 level. Communications work would be in preparation for the release, the ultimate release event, and communications afterword to extend the life of the release.

6. Performance Objectives

Below are expected outcomes that will be used for quality control and work monitoring.

1. Communications strategy demonstrates a knowledge of NAEP, the Governing Board, the education policy landscape, and strategies that best position the Board to achieve its goals.
2. Communications efforts reflect how content, messaging, and tactics will support understanding and use of NAEP data and results by education change-makers and highlight the Board's unique role and value in education and assessment.
3. Recommended traditional media and social media strategies, pitches, placements, posts, etc. that optimize visibility of NAEP results, leverage the expertise of Board members, sustain interest among the public in the use and value of NAEP, and align for maximum impact and engagement.
4. Messaging for traditional media and social media, for releases and for activities beyond releases, is substantive, accurate, concise, clear, in plain language, and adheres to all relevant federal guidelines and recommendations and understands evolution in the social media landscape to stay abreast of relevant trends and tactics.

7. Operating Constraints

Contractors shall be required to access embargoed NAEP data before they are released to the public to develop in advance messaging, outreach strategy, and content for press releases and other materials. Some data may not be readily available or require a non-disclosure agreement.

8. Place of Performance

Work shall be conducted remotely, although the contractor shall be required to attend some of the Board's quarterly meetings or Release Events in the Washington, D.C. area in-person depending on issues that arise.

9. Deliverables

The contractor shall meet virtually with the Contracting Officer (CO), Contracting Officer's Representative (COR), and other Governing Board staff within 5 business days of contract award for a kick-off meeting. Board and contracting staff will introduce themselves and identify their roles and responsibilities.

The meeting will cover contractual requirements, including terms and conditions that involve project and financial reporting, as well as protocols governing communication between contractor, COR, and CO, along with project management and reporting. The meeting also will focus on strategic communications goals and upcoming efforts, along with milestones for areas where dates have already been set. The team shall provide a summary of the discussions and mutual agreements reached at the meeting within three business days after the meeting.

The contractor shall submit a written summary of the kick-off meeting within 3 business days of the meeting. The contractor shall also submit a draft strategic communications plan, based on conversations from the meeting, within 5 business days of the meeting. A final plan shall be submitted to the Board within 3 business days of Board feedback sent to the contractor on the draft.

The contractor shall participate in calls with COR and other Board staff regarding ongoing work. These check-in project calls on average will be bi-weekly and an hour long. The contractor shall also submit monthly reports summarizing work as well as ad-hoc reports on aspects of communications and outreach as requested.

Below is a table to describe activities and deliverables:

Deliverable	Estimated Due Dates
Kick-off Meeting	Within 5 business days of contract award
Written Summary of Kick-Off Meeting	Within 3 business days of kick-off meeting
Draft of Strategic Plan (not to exceed 10 pages)	Within 5 business days of kick-off meeting
Final Strategic Communications Plan	Within 3 business days after Board staff feedback
Check-in calls	Every 2 weeks on average
Work summary reports, ad hoc reports	Monthly, As requested
Virtual or in-person attendance of Governing Board meetings	Quarterly

10. Security

The contractor shall be required to access embargoed NAEP data before they are released to the public to develop in advance messaging, outreach strategy, and content for press releases and other materials. The contractor shall need to sign nondisclosure agreements from the U.S. Department of Education, acknowledging the NAEP data and related information constitute proprietary and confidential materials of the Department and may not be shared or discussed with any person who has not accepted this confidentiality agreement unless otherwise indicated by NCES.

A violation of the embargo will result in not having access to preliminary data in the future. Moreover, “Any unauthorized person who knowingly discloses, publishes, or uses [NAEP] assessment questions, or complete and current assessment instruments of any [NAEP] assessment...may be fined as specified in section 3571 of title 18, United States Code or charged with a class E felony” (20 U.S.C. 9621).

11. Government Furnished Information (GFI)

Embargoed NAEP data.

12. Personnel and Staffing

This project requires staff who can respond to work requests in a timely manner and can pivot project priorities quickly, with minimal staff intervention regarding quality and performance. Contractor staff shall present and adhere to a comprehensible, comprehensive, and organized means to monitor and track progress and work on activities, including the ability to set deadlines for content and activities; create and maintain timelines; and track stages of work and responsibilities for activities.

Performance would need to include, at minimum, one individual with knowledge and experience both in strategic communications and education policy, and one individual with knowledge and experience in social media outreach, including content development and platform management. The yearly anticipated level of effort is not to exceed 1.25 full time employees (FTE) in total, or 50 labor hours a week on average. Minimal staffing (4 individuals maximum) shall also be proposed to encourage efficiency and effective project implementation.



STRATEGIC COMMUNICATIONS SERVICES

RFP# 91995923R0002

ATTACHMENT B: QUALITY ASSURANCE SURVEILLANCE PLAN

APRIL 11, 2023

OVERVIEW

The Quality Assurance Surveillance Plan (QASP) documents a set of systematic quality assurance methods to be used in the administration of the National Assessment Governing Board's contract resulting from this solicitation. The QASP provides quality metrics, describes performance standards, defines acceptable levels of quality, and details the steps to inspect performance to determine if the deliverables meet required quality standards. The purpose of the QASP is to ensure that the work is performed as required, and that products and deliverables are of high quality standards, error free, statistically defensible, and adhere to project timelines. Invoiced costs must comply with approved contract budgets. Results from the monitoring will be documented at www.cpars.gov as past performance information is utilized in reviewing contractor performance for federal contracts. The QASP will be an integral component of the contract and will be updated as needed throughout the contract lifecycle. Offerors may propose changes to the QASP that strengthen project quality assurance for the project.

METHODS OF SURVEILLANCE

Several methods of surveillance shall be used by the government to monitor contract performance, as described below.

Regular Contract Monitoring and Reporting:

The contract deliverables include monthly, and ad hoc reports. The monthly report requires the contractor to provide technical and cost information both of which will be utilized by the Contracting Officer (CO) and Contracting Officer's Representative (COR) to monitor ongoing work plans and ensure that the contractor complies with the contract terms and conditions.

Periodic Meetings:

The contractor shall meet with the COR and other Governing Board staff via conference call on a bi-weekly basis on average. These meetings will provide an opportunity to address contract work needs and discuss ongoing issues so that contract requirements are continuously discussed.

Contractor Performance Assessment Report System (CPARS):

The COR will use www.cpars.gov to document and evaluate the contractor's performance for each key requirement in accordance with the adjectival rating system. In narrative form, the COR will substantiate all adjectival ratings other than Satisfactory. Performance at the "Satisfactory" level is the minimum standard expected from the contractor. The COR will forward copies of all completed ratings to the CO by close of business after completion of ratings. When appropriate, the CO may investigate the ratings to determine if all the facts and circumstances were considered in the opinions outlined on the rating forms. The CO will discuss every area receiving an "Unsatisfactory" rating with the contractor to ensure that corrective action is promptly initiated. The contractor is required to respond in writing to any negative rating within five business days after receipt of the form.

Favorable ratings on QASP elements will result in correspondingly favorable past performance reporting at www.cpars.gov. Marginal and Unsatisfactory ratings on any elements of the QASP will result in a correspondingly unfavorable past performance reporting.

RATING	DEFINITION
Exceptional	Performance meets all contractual requirements and exceeds all contract expectations. The performance of the element or sub-element being assessed was accomplished with a few minor problems for which corrective action taken was highly effective.
Very Good	Performance meets all contract requirements and exceeds most expectations. The performance of the element or sub-element being assessed was accomplished with a few minor problems for which corrective action taken was effective.
Satisfactory	Performance meets contract requirements. The performance of the element or sub-element being assessed contains some minor problems and the corrective action taken appears satisfactory. The Government reserves option to cancel or terminate work as specified in the contract
Marginal	Performance does not meet basic contract requirements. The performance of the element or sub-element being assessed reflects a serious problem for which a corrective action has not been identified or proposed actions appear to be only marginally effective or not fully implemented. The Government reserves option to cancel or terminate work, as specified in the contract.
Unsatisfactory	Performance does not meet most contract requirement and recovery is not likely in a timely manner. The performance of the element of sub-element being assessed contains a serious problem for which a corrective action is ineffective as determined by the Contracting Officer. The Government reserves the option to cancel or terminate work as specified in the contract.

QASP ELEMENTS AND RATING DEFINITIONS

- **QUALITY DETERMINANT** – Describes what is to be accomplished during the contract period of performance. The headings reflect the major deliverables from the contract and were developed by the Governing Board as part of the contracting process to assist in the development of the QASP. Offerors may modify the elements to improve the QASP.
- **PERFORMANCE STANDARD** – Describes the expected overall quality of deliverables.
- **ACCEPTABLE QUALITY LEVEL** – Provides key aspects of the performance standards to be met.
- **MONITORING METHOD** – Identifies the methods used for monitoring performance

QUALITY DETERMINANTS	QUALITY METRICS			CONTRACT RATING
Desired Outcomes & Objectives What do we want to accomplish for this contract and what is the desired end result for this project?	Performance Standard What are the standards for completeness, reliability, accuracy, timeliness, quality, and/or cost?	Acceptable Quality Level How is acceptance defined and how much error will be accepted?	Monitoring Method How will the COR determine attainment of quality metrics?	Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory
1. BUSINESS RELATIONS				
PROJECT MANAGEMENT	Work requests are undertaken in a timely manner and the contractor can pivot project priorities quickly, with minimal staff intervention regarding quality and performance. Internal management of communications work demonstrates an ability to set deadlines for content and activities; create and maintain timelines; tracking stages of work and responsibilities, for activities, including dates for presentations and various events; and tracking media coverage and placement, with media reports and analyses future events.	Work requests, especially those requiring quick turnaround are responded to quickly to achieve Governing Board priorities. The contractor anticipates potential areas of concerns such as delays, and develops appropriate contingency plans which are communicated to the COR and CO. Work is performed as contracted.	The COR and CO (with staff input) will monitor contractor's project management on an ongoing basis and provide feedback as needed. Interim and final reports on contractor performance will be completed at www.cpars.gov . The CO is informed proactively of intended changes in work plans that impact contract budgets; work cannot begin without CO review and approval of contract scope changes.	
DATA SECURITY	The contractor will be required to access embargoed NAEP data before they are released to the public to develop in advance messaging, outreach strategy, and content for press releases and other materials. Contractor staff and subcontractors as	100% compliance with all aspects of the embargoed data at all times. Prompt alert mechanisms are built into the work plans to address protocols to be followed at all times to assure data security. A violation of the embargo will	The COR and CO (with staff input) will monitor contractor's data security on an ongoing basis. Review and monitoring of data handling protocols and consequences of breach shall be governed by the	

QUALITY DETERMINANTS	QUALITY METRICS			CONTRACT RATING
Desired Outcomes & Objectives What do we want to accomplish for this contract and what is the desired end result for this project?	Performance Standard What are the standards for completeness, reliability, accuracy, timeliness, quality, and/or cost?	Acceptable Quality Level How is acceptance defined and how much error will be accepted?	Monitoring Method How will the COR determine attainment of quality metrics?	Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory
	applicable will need to sign nondisclosure agreements from the U.S. Department of Education, acknowledging that NAEP data and related information constitute proprietary and confidential materials of the Department and may not be shared or discussed with any person who has not accepted this confidentiality agreement.	result in not having access to preliminary data in the future or contract suspension or termination with legal repercussions as noted in the executed NDA,	NDAs terms and conditions executed by each staff handling the data. The penalties state, "Any unauthorized person who knowingly discloses, publishes, or uses [NAEP] assessment questions, or complete and current assessment instruments of any [NAEP] assessment...may be fined as specified in section 3571 of title 18, United States Code or charged with a class E felony" (20 U.S.C. 9621).	
QUALITY DELIVERABLES	Content, messaging, and talking points for presentations, meetings, social media posts, op-eds, etc. that reach beyond initial releases of results, demonstrate NAEP's utility, relevance, and value in clear, plain language.	Products and publications require minimal revisions and/or corrections and comply 100% with federal editorial and publishing standards. 100% of deliverables are provided on time, are accurate, and require minimal clarification or corrections.	Monitoring the overall project schedule and deliverable submission will take place via biweekly calls with COR and Board staff and via review of monthly and ad-hoc reports. Continuous monitoring will be undertaken via the COR.	
SCHEDULE AND REPORTING	Project milestones are met, and deliverables are submitted within delivery timelines and formats established in the contract.	Clearly established deliverable expectations and due dates shall guide all aspects of the work, with reviews and quality controls in	The COR will review and accept reports based on agreed upon timelines content accuracy.	

QUALITY DETERMINANTS	QUALITY METRICS			CONTRACT RATING
Desired Outcomes & Objectives What do we want to accomplish for this contract and what is the desired end result for this project?	Performance Standard What are the standards for completeness, reliability, accuracy, timeliness, quality, and/or cost?	Acceptable Quality Level How is acceptance defined and how much error will be accepted?	Monitoring Method How will the COR determine attainment of quality metrics?	Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory
		place for each deliverable submission.		
COSTS & INVOICING	Invoices are submitted according to contract budgets and timelines and agreed-upon formats with supporting details uploaded via www.ipp.gov . Operations and financial reports are submitted together with final deliverables at www.IPP.gov by agreed upon deadlines.	Invoices are submitted in a timely manner and comply with approved budgets with supporting details for Other Direct Costs. The contractor is expected to comply with all federal cost accounting practices and establish internal controls to monitor costs. Cost savings are to be obtained for other direct costs to ensure cost efficiencies.	The COR will compare approved contract budgets to invoices prior to acceptance. The CO will routinely monitor project work against costs billed to substantiate invoiced costs. 100% compliance with contract budgeted costs. Cost controls and savings achieved by the contractor shall be reported positively at www.cpars.gov .	
2. PERSONNEL				
QUALIFIED STAFF	Staff possess a demonstrated knowledge of education policy and can assist with developing and sustaining a comprehensive, proactive, and effective strategy to communicate NAEP results that exemplifies and amplifies their utility, value, and importance.	Contractor staff require minimal intervention in performing work assignments and submitting deliverables. Deliverables assure quality control processes, with minimal changes required. Staff turnover is minimized.	Staff assignments and work progress shall be monitored to assure assignments are undertaken by qualified staff . Feedback will be provided via email from the COR, and documented at www.cpars.gov .	

QUALITY DETERMINANTS	QUALITY METRICS			CONTRACT RATING
Desired Outcomes & Objectives What do we want to accomplish for this contract and what is the desired end result for this project?	Performance Standard What are the standards for completeness, reliability, accuracy, timeliness, quality, and/or cost?	Acceptable Quality Level How is acceptance defined and how much error will be accepted?	Monitoring Method How will the COR determine attainment of quality metrics?	Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory
3. COMMUNICATIONS STRATEGY				
COMMUNICATIONS STRATEGY	Contractor develops a comprehensive, proactive, sustainable communications strategy that demonstrates a knowledge of NAEP, the Governing Board, the education policy landscape, and devises strategies that best position the Board to achieve its goals.	Outreach strategies and dissemination plans are thoroughly planned and well executed, in accordance with the work plans. Work is tracked continuously monitored to report outcomes in measurable ways, providing tangible results or return on investments. Adjustments are made as needed with proactive notifications and communications to the COR. Communications efforts reflect how content, messaging, and tactics will support understanding and use of NAEP data and results by education change-makers and highlight the Board's unique role and value in education and assessment.	The COR (with staff input) will review the strategies and monitor on an ongoing basis and provide feedback as needed. Interim and final reports on contractor performance will be completed at www.cpars.gov .	
4. RELEASE EVENTS				
RELEASE EVENTS	Support thoughtful release events with messaging that explains key findings clearly and concisely, with a strategy to ensure Board members and Board	A wraparound media strategy to ensure Board members and Board messaging are integrated into media coverage before and at release events; this includes effectively	The COR (with staff input) will monitor planning and execution of release events on an ongoing basis and provide feedback as needed.	

QUALITY DETERMINANTS	QUALITY METRICS			CONTRACT RATING
Desired Outcomes & Objectives What do we want to accomplish for this contract and what is the desired end result for this project?	Performance Standard What are the standards for completeness, reliability, accuracy, timeliness, quality, and/or cost?	Acceptable Quality Level How is acceptance defined and how much error will be accepted?	Monitoring Method How will the COR determine attainment of quality metrics?	Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory
	messaging are incorporated into media coverage before and at release events.	pitching high-visibility, high-relevance media placements for op-eds, interviews, etc.	Interim and final reports on contractor performance will be completed at www.cpars.gov .	
5. MEDIA				
TRADITIONAL & SOCIAL MEDIA	Effective use of the Board’s social media channels and email distribution lists effectively and strategically amplifies appropriate messaging clearly. Recommended traditional and social media strategies, pitches, placements, posts, etc. optimize visibility of NAEP results, leverage the expertise of Board members, sustain interest among the public in the use and value of NAEP, and align for maximum impact and engagement.	Social media campaigns, including any paid promotion, garner significant engagement and exposure—including sharing, likes and views—reach key audiences. Messaging for traditional and social media, for activities beyond releases, is substantive, accurate, concise, clear, in plain language, and adheres to all relevant federal guidelines and recommendations and understands evolution in the media landscape to stay abreast of relevant trends and tactics. Public-facing multimedia, publications, and social media content is 100% error-free as inspected by the COR.	Proactive monitoring of media coverage and recommendations from staff on opportunities and placement. Proactive monitoring of social media channels and conversations in the education sector for activity relevant to NAEP and to the Governing Board; Alerting by staff regarding any concerns. Social media engagement strategies, content, and tracking will be monitored, reviewed, and inspected by COR and other Board staff.	

QUALITY DETERMINANTS	QUALITY METRICS			CONTRACT RATING
Desired Outcomes & Objectives What do we want to accomplish for this contract and what is the desired end result for this project?	Performance Standard What are the standards for completeness, reliability, accuracy, timeliness, quality, and/or cost?	Acceptable Quality Level How is acceptance defined and how much error will be accepted?	Monitoring Method How will the COR determine attainment of quality metrics?	Exceptional, Very Good, Satisfactory, Marginal, Unsatisfactory
6. STAKEHOLDER ENGAGEMENT				
BUILDING PARTNERSHIPS	Supporting the Board's partnerships with stakeholders invested in the Board's policy-setting work for NAEP, specifically seeking input and feedback from such partners and presenting data to stakeholders.	Stakeholder communications are proactive, targeted, clear, and concise, and comprehensively documented with specified outcomes.	Stakeholder engagement strategies, content, and tracking will be monitored, reviewed, and inspected by COR and NAGB.	
NOMINATIONS	Development of an outreach campaign to recruit a large pool of new Board members for each category of representation as specified in the Governing Board's authorizing legislation. Strategic identification of influential organizations and individuals in targeted outreach that would provide the Board highly qualified and diverse nominees for its annual solicitation of nominations for open positions.	Stakeholder outreach and engagement plans, including social media campaigns, are proactive, targeted, and comprehensive, resulting in increased applicant submission for vacancies by Board member category. (Refer to the <u>NAEP Law, P.L. 107-279</u> , for Board composition and directives on achieving and maintaining diversity.) A 10% increase in applications from prior year data (provided to the contractor), with direct attribution to engagement efforts using metrics or social media campaigns to report results attained.	Results will be reviewed by the COR and after each the nominations cycle closes to assess achievement of targets such as increased diversity in applicant pool by race, ethnicity, and gender – targeted populations for each campaign.	



STRATEGIC COMMUNICATIONS SERVICES

RFP# 91995923R0002

ATTACHMENT C: INSTRUCTIONS TO OFFERORS

APRIL 11, 2023

INSTRUCTIONS TO OFFERORS

Proposal submissions and proposal reviews for this solicitation shall be conducted in accordance with the requirements of FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions, as well as the instructions to offerors provided herein. This Request for Proposals (RFP) does not commit the Government to pay any costs for the preparation and submission of a proposal. It is understood that proposals and all related questions and responses will become part of the official contract file and is subject to release under the Freedom of Information Act, as detailed in the solicitation. In addition, the Contracting Officer is the only individual who can legally commit the Government to expenditure of public funds in connection with this acquisition.

The U.S. Department of Education (Department) seeks to award a contract to a qualified small business vendor to provide Strategic Communications Services, as detailed in the Statement of Objectives, as a total (100%) small business set-aside.

NAICS Code 541613 – Marketing Consulting Services - shall apply to this solicitation and resultant contract. The size standard is \$19 million.

This is a new requirement, there is no incumbent. The contract will be awarded as Firm Fixed Priced labor, Cost Reimbursement Other Direct Costs, with a Period of Performance of a base year and two option years.

Anticipated Award Date: The anticipated award date of this procurement is August 2023.

Responses to the RFP shall comply with the instructions below.

Proposal Submission Requirements

Proposals are due **no later than 12:00 p.m. ET on Wednesday, May 24, 2023.** All responses to the RFP **must be submitted electronically** to Anthony.R.White@ed.gov and Munira.Mwalimu@ed.gov.

The subject matter of email shall reference the RFP number and the name of your organization. For example, the email subject header shall read:

RFP 91995923R0002 - John Doe Company

Responses to the RFP shall be submitted in three separate files:

1. A technical proposal;
2. A business proposal (PDF file formatted to ensure that the budget is readable, font size must be at least 12 point), and a Microsoft Excel file for the proposed budget using only the template provided with all formulas; and
3. Past performance information.

All information necessary to judge the technical soundness and management capabilities of the offeror shall be contained in the technical proposal. The business proposal shall contain all information related to the determination of the price. The technical and business/cost proposals must each be complete in and of themselves so that evaluation and review of one may be accomplished independently of the other. Cost information must be restricted to the business proposal; the technical proposal must not contain reference to specific costs (although resource information may be included so that the offeror's understanding of the requirements may be evaluated).

The proposal must be signed and submitted by an official authorized to bind your organization. Offerors are required to follow the submission format as detailed below.

A confirmation email upon receipt of proposals shall be sent within 24 hours of receipt. If you do not receive an email confirmation, please email us so that we can ensure that spam filtering did not prevent delivery of your email.

Proposals that do not adhere to these submission requirements shall be deemed unacceptable.

Proposal Validity Period

The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations. The proposal shall include a statement that the offer is firm for a period of at least 120 calendar days from the date of receipt of proposals.

Clarification Questions

The Department will accept clarification questions on the RFP **no later than 12:00 p.m. ET on Monday, April 24, 2023**. Please submit clarification questions via **email only** to **Anthony.R.White@ed.gov** and **Munira.Mwalimu@ed.gov**. The Department does not guarantee that a response will be given to clarification questions submitted after the due date. Offerors will not receive a response until all questions have been received by the due date. All questions received and responses to questions shall be provided as an amendment to the RFP. All questions and answers will be posted at sam.gov. It is the prospective offeror's responsibility to monitor the site for all solicitation amendments.

Questions must be submitted in Excel using the following format:

Question #	Business or Technical Question	Reference RFP Section (i.e., Evaluation Criteria, SOO, Instructions to Offerors, etc.)	Reference RFP Page #	Question

Oral explanations or instructions given by the Government before the award of the contract shall not be binding. Any information given to a prospective offeror concerning a solicitation will be

furnished to all other prospective offerors if that information impacts the submission of proposals, or if a lack of information would be prejudicial to any other prospective offerors.

Contract Award

Each proposal will be evaluated in accordance with the technical evaluation criteria outlined in **Attachment D** to the RFP. Contract award shall be made to the responsible Offeror whose proposal provides an overall best value to the Government.

Volume I. Technical Proposal & PWS

All information necessary to judge the technical soundness and the capabilities of the offeror shall be contained in the technical response to the RFP. **The technical response shall not exceed 15 pages (excluding the appendix), written on 8.5" by 11" paper size, single-spaced, and in a 12-point font.**

The Table of Contents and cover page do not count toward the page limitation. Resumes and other supporting material (that substantiates the technical proposal but does not introduce new content) may be provided in appendices and shall not be included in the page count. The technical proposal must not contain reference to specific costs, but resource information may be included so that the offeror's understanding of the scope of the work may be evaluated.

Vendors shall show a thorough understanding of the required tasks, as specified in the Statement of Objective (SOO) by providing their own Performance Work Statement (PWS). The PWS shall address the requirements in the SOO, not simply repeat the language. The work plan shall be written in enough detail so that a review panel can adequately judge its full merits, without the need to make assumptions. Any assumptions used shall be spelled out.

Although the SOO spells out the objectives/deliverables, it is up to the vendor to propose the most effective plan to meet these objectives and successfully implement proposed activities on an ongoing basis. The vendor is encouraged to exercise independent judgment with respect to the best methods of attaining the objectives of this requirement. The Statement of Objectives in the RFP is a starting point; the proposed solution is expected to build on them, providing examples, where appropriate.

Organization of the Technical Proposal

The Statement of Objectives for this procurement shall guide prospective offerors in developing a Performance Work Statement that meets project goals. Offerors are expected to propose a technical approach designed to accomplish the objectives of this project. The proposal shall be innovative in the recommended approach and shall delineate the roles and responsibilities of all staff involved, including their interrelationships.

The Performance Work Statement (PWS) shall be organized into the following sections:

- Cover Page

- Table of Contents
- Executive Summary
- Technical Approach and Work Plan
- Project Staffing
- Management Plan
- Organizational Experience
- Quality Assurance Surveillance Plan (see **Attachment B**)
- Appendix

Cover Page

The cover page shall include the project title, name, Unique Entity Identifier (UEI) number, subcontractors (if applicable), and contract information of the vendor's authorized official for contract administration, and the name and contact information for the vendor's negotiators for the technical quote. (Does not count towards page count).

Table of Contents

The Table of Contents shall provide links to various sections of the proposal.

Executive Summary

The Executive Summary shall describe the offeror's overall plan for achieving project objectives and highlight key areas of the Performance Work Statement that address the RFP requirements. This section shall also contain a specific statement of any interpretations, qualifications, limitations, deviations, or exceptions to the SOO and the extent to which the offeror's quote can be expected to meet or exceed the requirements set forth in the SOO.

Technical Approach and Work Plan

The vendor's proposed technical approach shall provide a comprehensive and quality solution to achieving the goals & objectives, as outlined in the SOO, in a timely manner. The Technical Work Plan shall provide a detailed discussion of how goals in the Statement of Objectives are to be implemented and accomplished while demonstrating the needed technical understanding and capability for successful project outcomes. The Plan shall identify and discuss the overall planning and scheduling strategy that will creatively and efficiently complete each activity. The Plan shall address any special issues and challenges anticipated for completing the work.

Project Staffing

The Project Staffing Section shall satisfy the stated requirements, as outlined in SOO, and describe the qualifications, experience, and skills necessary to successfully fulfill the roles as designated in the proposed solution. The proposed level of effort for each individual shall be commensurate to the individual's role and responsibilities.

The Project Staffing section of the technical proposal shall summarize the vitae for all proposed personnel and identify key personnel, as appropriate. The proposal shall state the name of each person assigned to work on the project and identify the role and functions of each person. Primary areas of expertise shall be specified clearly. All staff (including subcontractors and consultants as applicable) shall have qualifications appropriate for the tasks they are to perform. Vitae of proposed staff shall document that the person has the knowledge, skills, and abilities associated with the tasks to be performed for this project. The documentation shall include directly related experience, educational background, publications and roles played in related projects.

In all cases where consultants or subcontractors external to the offeror's organization are proposed, resumes, letters of agreement, and letters of availability (endorsed by the primary institutions with which they are affiliated) shall be included in the proposal for the duration of the contract.

Management Plan

The vendor's proposed management plan shall provide sufficient managerial oversight to ensure that the proposed technical solution is properly managed and monitored and that all deliverables and services are of high quality and supplied in a timely delivery, in accordance with the Statement of Objectives. In addition to describing the management approach, the vendor should present the following information:

- Proposed lines of communication, responsibility, and authority for planning, execution, management, and improvement of the tasks in the SOO.
- Proposed policies and procedures for managing and directing the effort for quality, cost control, and cost management.
- Time commitments, to be expressed in person-hours and shown in tabular form for various activities detailed in the RFP (e.g. kickoff meeting, bi-weekly project calls, Governing Board meetings, communications plan development, ongoing implementation of communications plan, etc.). The chart must include a total for each activity, as well as for the entire contract.
- The vendor should outline all existing obligations over the period of the contract for staff proposed for the contract, including the percentage of time allotted for existing projects.
- A schedule of activities and the delivery of products for the *Base Year* in calendar days from the effective date of the contract. This may be submitted as a Gantt chart.
- Time for any contractor internal review and clearance procedures as well as Department review.
- Listings of materials or services the vendor expects the Department to make available (e.g., data, reports, etc.).

In summary, the management approach shall provide a clear indication that the project can be completed on time, and with a high level of quality.

Organizational Experience

This section shall describe the vendor's and proposed subcontractor's pertinent experience as applicable and qualifications in conducting work of a similar nature and magnitude. The vendor shall cite summaries of related work, including the name, current affiliation, and current telephone number of each client's project officer or technical representative. The vendor shall include references to products resulting from these related activities.

Quality Assurance Surveillance Plan

A Quality Assurance Surveillance Plan (QASP) is required. See **Attachment B** to the RFP. The QASP shall be provided as an appendix to the proposal (and will not be counted in the page limitation). The QASP will be an integral component of the contract and will be updated as needed throughout the contract lifecycle. Offerors may modify or propose additional metrics to the QASP and submit the proposed QASP with the technical proposal. A final QASP shall be submitted to the Governing Board five business days following the kick-off meeting. It is to be noted that the final QASP will be mutually agreed with the contractor.

Appendix

An appendix (which shall **not** be counted in the page limitation) may include resumes of proposed staff and additional supporting documents identified above. It is to be noted that content provided in the appendix will not be used for evaluation purposes, but only for supporting details in the technical proposal. All pages must be numbered consecutively, including appendices.

Volume II: Business Proposal

Costs shall be provided in the Budget Submission Template provided in Excel as **Attachment F** to the RFP. Please fill in labor rate, hours, and other direct cost details and quantities, on the Base Year, Option Year One, and Option Year Two tabs, and the remainder of the spreadsheet will populate within the Summary tabs. Use the Worksheet tab to provide any cost assumption details as well as hourly breakdowns by staff or a draft loading chart per activity for reference, if necessary.

A business proposal narrative shall also be submitted and must contain all information related to the determination of the costs associated with the execution of the project. An explanation for how labor rates were calculated must be provided with the proposed pricing. If the labor rates are audited, please provide certification of the audited rates by a cognizant government agency or other entity to assure that rates are calculated in accordance with Federal Accounting Standards.

There is no page limitation for the business proposal. Please verify that the contents of the business proposal are mathematically accurate, and the supporting data are reconciled in the technical proposal. The budget must be provided in both PDF and electronic Microsoft Excel format (with formulas).

All cost reductions or discounts shall be provided upfront as it is likely that negotiations shall be very limited; an award may be made without extensive cost negotiations.

NOTE TO OFFERORS – It is required that the business proposal contain enough information for a cost realism determination to be made. Offerors are expected to use their best business judgement in submitting the necessary information. The Contracting Officer can reject an offeror's proposal if a negative cost realism determination is made, or if proposed prices are found to be NOT reasonable.

Additional Information:

The proposal shall list the names and telephone numbers of persons authorized to conduct negotiations. The proposal shall include a statement to the effect that your offer is firm for a period of at least 120 calendar days from the date of receipt of offers specified by the Government. All prices in the business proposal shall be rounded to the nearest cent (e.g., \$6.03), and the offeror shall ensure that rounding issues do not result in summation errors. A separate pricing must be provided for each proposed subcontractor by task (together with labor rate calculations), and these prices should also be included in the prime's total price.

Organization of the Business Proposal

The Business Proposal must be paginated and include the following:

1. Abstract

A one-page summary is to be provided abstracting the proposal contents in a language understandable to an informed layperson. The abstract shall indicate full acceptance of the solicitation requirements or note any assumptions justified. A summary chart showing the proposed costs for the performance period must be included.

A statement certifying that the offeror is a small business under the corresponding NAICS for the proposed procurement size standard identified by the Department shall be included in the abstract.

2. Direct Labor

Labor costs shall be priced on a Firm Fixed Price basis. The staff loading (Gantt) chart provided in the management plan for Volume I must match the hours budgeted for each activity and the cumulative amount must match Attachment F. As noted above, offerors shall describe how their labor rates are calculated and submit their labor rates with a detailed breakout of the loading factors for the rate calculation. The labor mix and labor categories proposed shall be consistent with the personnel qualifications and experience proposed in the technical proposal.

For budgeting purposes, the yearly anticipated level of effort is not to exceed 1.25 full time employees (FTE) in total, or 50 labor hours a week on average. Minimal staffing (4 individuals maximum) shall also be proposed to encourage efficiency and effective project implementation.

3. Other Direct Costs

Other Direct Costs (ODCs) for this contract include transportation to the Board's quarterly meetings (at least three a year that would be in the Washington, DC area) as well as travel to release events or other major gatherings. ODCs need to be identified by cost type, with detailed cost assumptions by task for all proposed costs. It is important to note that ODCs shall be awarded on a cost reimbursement basis. Detailed cost assumptions with unit pricing must be provided to support pricing. (For example, travel costs per person). All travel costs must comply with Federal Travel Regulations. Current per diem rates can be found here <https://www.gsa.gov/travel/plan-book/per-diem-rates.travel>

4. Cost Accounting, Estimating, and Purchasing Information

Offerors shall describe their accounting system, estimating system, and purchasing system. If these systems have been reviewed and approved by a government agency, please include a copy of the approval letter. If they have not, offerors must state so and provide justification for all proposed costs. The Government reserves the right to not award a contract to a company that does not have an approved accounting, estimating, and purchasing system.

5. Subcontractor and Consultant Costs

As a total small business set aside, if offerors propose subcontracting aspects of the work, the subcontractors must also be small businesses. The business proposal shall contain a statement verifying that the contractor qualifies as a small business under NAICS Code 541613 identified in the RFP. All proposed subcontractors shall sign an Organizational Conflict of Interest which must be included in the business proposal submission. Subcontractors shall be subject to the same contract terms and conditions as the prime contractor, and the contractor must have effective control of the subcontractor's work.

Offerors must submit cost breakdowns of all proposed subcontractors and consultants as applicable. Please note that the daily rate for consultants cannot exceed the Federal Government's pay level of GS15, step 10, per day. If a higher rate is proposed, rationale must be submitted in the proposal to justify the higher rate, such as highly technical or specialized skills in education measurement.

6. Conflict of Interest Plan

Offerors shall submit an Organizational Conflict of Interest Plan with details on organizational policies and procedures to identify and avoid potential organizational or personnel conflicts of interest (or apparent conflicts of interest). The plan shall also address procedures taken to

neutralize or mitigate such conflicts if they have not been addressed or cannot be avoided. The plan shall indicate that such policies and procedures are operational throughout the period of outside activities financial interests, or other significant connections or identifications that would establish, or give the appearance of establishing, a conflict of interest. A method for periodically reviewing financial interests of employees, subcontractors and consultants, and their immediate families shall be included in the plan. The term, "potential conflict" means a reasonably foreseeable conflict of interest. The thoroughness, completeness and effectiveness of the plan shall be evaluated as part of the offeror's overall proposal. The plan will be incorporated into the contract awarded to the successful offeror.

7. Payment Schedule

The vendor shall prepare a Payment Schedule to be included as an appendix to the business volume.

Volume III: Past Performance

The RFP evaluation criteria notes that past performance information shall be used in evaluating offers. The past performance information shall be provided in a separate volume and will not be counted within the page limitation of the technical proposal.

Offerors shall submit narrative information on at least three contracts, completed in the last four years or currently in process but beyond the first year of the contract, which are of similar size, scope, complexity and relevant to the effort required by this solicitation. This narrative shall provide the contract number, performance period, contract value and a description of the work performed. Prior work completed under Governing Board contracts may be used as part of the past performance narrative.

Additionally, **Attachment E** to the RFP shall be used to collect information from references. Submission of three (3) forms is required as detailed below. The contracts may include those with the Federal Government, agencies of State and local governments, and commercial customers. Contracts with the parent company or an affiliate of the offeror shall not be used. Past performance information from offerors as subcontractors may be provided and may be counted as no more than one of the three past performance reference forms. Each reference is to complete the form and return it directly to the CO as prescribed on the form, no later than the proposal due date. National Assessment Governing Board staff shall not be available as references or be requested to complete Attachment E for any offeror.

The panel reserves the right to obtain past performance information from other source such as www.cpars.gov. The Government also reserves the right to obtain past performance information from other sources known to the government.



STRATEGIC COMMUNICATIONS SERVICES

RFP# 91995923R0002

ATTACHMENT D: TECHNICAL EVALUATION CRITERIA

APRIL 11, 2023

EVALUATION FACTORS FOR AWARD

A tradeoff methodology will be employed during the evaluation in order to identify the best value. Price/Cost will be an important factor; however, price/cost will be significantly less important than technical merit in the source selection decision. Although price/cost is an evaluation factor, it will not be evaluated based upon a predetermined evaluation rating scale. Rather, cost/price will be analyzed to ensure that the proposed cost/price is fair and reasonable, as required by the Contracting Officer (CO).

This process will permit the CO to make tradeoffs among cost or price and non-cost factors and will allow the Department to accept other than the lowest priced proposal; our project objective is to seek the best value to the government. The CO will determine whether the difference in quality is worth the difference in cost or price.

The Department reserves the right to make an award without clarifications or discussions. The Department reserves the right to make award based on initial offers; therefore, vendors are encouraged to submit their best proposed solution from both a technical and price aspect, and not assume that the Department will hold discussions.

The Department reserves the right to eliminate vendors solely based on its proposed price if the price is significantly outside of the Department's budget for this procurement. In such a case, the Department has the right to exclude this proposal from consideration of the Technical Evaluation Panel.

The Department will use the following factors to evaluate proposals. The criteria are listed in descending order of importance:

- Criterion 1: Quality of Technical Approach, Work Plan, and Understanding of Requirements
- Criterion 2: Adequacy, Experience, and Qualifications of Project Staff
- Criterion 3: Quality of Management Plan
- Criterion 4: Organizational Experience
- Criterion 5: Past Performance

Criterion 1: Quality of Technical Approach, Work Plan, and Understanding of Requirements

- The extent to which the offeror's Performance Work Statement (PWS) demonstrates comprehensive and innovative knowledge of communications strategy, messaging, and content that meets or exceeds the requirements of the Statement of Objectives (SOO) and satisfies contract requirements.
- The extent to which the work plan demonstrates a clear understanding of the education sector, education policy, and issues relevant to assessment generally and to NAEP specifically, with a well-thought-out implementation approach that maximizes outreach opportunities and visibility in those areas.
- The extent to which the offeror anticipates potential problems or challenges and identifies solutions or mitigation strategies that increase the likelihood of successful contract performance.

Criterion 2: Adequacy, Experience, and Qualifications of Project Staff

- The extent to which the proposed project personnel have the knowledge, skills, abilities, qualifications, experience, and time commitments appropriate to staffing assignments and for successful implementation of communications strategies and contract management.
- The extent to which the proposed key personnel have competencies and experience in performing work of similar size and scope.
- The extent to which the proposed level of effort and staffing match the requirement.

Criterion 3: Quality of Management Plan

- The extent to which the offeror demonstrates a plan for managing personnel, activities, and deadlines that will result in timely completion of work within the project performance period and within budget.
- The extent to which personnel are assigned to activities that demonstrate their expertise and ability to fulfill requirements, with the ability to be nimble and flexible to requests and needs.
- The extent to which the procedures for effective management of project resources, quality of products/services, and early identification of potential problems in carrying out activities will result in successful contract performance.

Criterion 4: Organizational Experience

- The extent to which the offeror has demonstrated organizational capacity and the ability to carry out all areas and phases of work associated with the major activities stated in the SOO and offeror's PWS.
- The extent to which the offeror has knowledge of and experience in educational policy related to this procurement.

Definitions

Evaluators shall use the following adjectival ratings included in the chart below when making ratings to each evaluation criterion listed above:

EVALUATION SCALE: CRITERIA 1-4	
EXCELLENT	<i>The offeror's proposed solution exceeds specified performance or capability in a beneficial way to the Department. The solution does not contain inconsistencies or incompatibilities, has multiple strengths in meeting the requirements and does not contain any deficiencies or significant weaknesses. Any weaknesses that exist are minor and can be easily remedied. The approach represents a low risk to the Department.</i>

<i>SATISFACTORY</i>	<i>The offeror's proposed solution meets the performance or capability standards. The solution contains minor or insignificant inconsistencies or incompatibilities, has strengths and may or may not have weaknesses, but the strengths outweigh the weaknesses, and does not contain any deficiencies and no more than one significant weakness. The approach represents a moderate risk to the Department.</i>
<i>MARGINAL</i>	<i>The offeror's proposed solution fails to meet some of the performance or capability standards. The solution contains inconsistencies, may have strengths, but these strengths are offset by either significant weaknesses and/or deficiencies. Corrections of significant weaknesses and/or deficiencies could result in a satisfactory or excellent proposal. The approach represents a high risk to the Department.</i>
<i>UNSATISFACTORY</i>	<i>The offeror's proposed solution fails to meet the minimum performance requirements. The solution contains numerous inconsistencies, significant weaknesses, and/or deficiencies, may contain strengths, however, any strengths are outweighed by the significant weaknesses and/or deficiencies. The response to this criterion requires extensive revision that amounts to a rewrite of the criterion in order to be satisfactory or excellent. The approach represents a high risk to the Department.</i>

Criterion 5: Past Performance

Past Performance shall be evaluated as a part of the technical evaluation to determine if the declared past performance is relevant, and similar in size, scope and complexity. Past performance evaluation will be based on information obtained from:

- 1) Past performance narratives presented in Volume III; and
- 2) References submitted using the form provided in **Attachment E**.

Based upon the information contained in Volume III and the reference forms, evaluators shall arrive at one of the adjectival ratings below:

Adjectival Rating	Definition
<i>EXCELLENT</i>	<i>Relevant evaluations received with all positive comments.</i>
<i>SATISFACTORY</i>	<i>Relevant evaluations received mostly positive comments.</i>
<i>MARGINAL</i>	<i>Evaluations received containing equally positive and negative comments or the project(s) were not relevant to this requirement, or both.</i>
<i>UNSATISFACTORY</i>	<i>Evaluations received contained a majority of negative comments.</i>

Strengths, Weaknesses, and Risks

The following elements will be considered when evaluating the technical proposal. When evaluating these elements, the following definitions shall be applied in the rating and supporting narrative:

- Strength - An attribute in the proposal, which can be beneficial to the program or greatly increase the probability of successful contract performance
- Weakness - An attribute in the proposal that is a flaw in the proposal that likely increases the risk of unsuccessful contract performance.
- Significant Weakness - An attribute in the proposal that is a flaw and appreciably increases the risk of unsuccessful contract performance.
- Deficiency - A material failure of a proposal to meet a requirement, or a combination of significant weaknesses in a proposal, that increases the risk of unsuccessful contract performance at an unacceptable level.
- Risk: An element of the proposal that could potentially impact the successful performance of the contract, such as quality and timeliness of products and services.

Evaluators shall assign an overall Risk Level to each offeror's proposal, as it corresponds to the documented strengths, weaknesses, significant weaknesses, and deficiencies noted in each proposal.

- Low Risk – The proposal contains risks that have little potential for causing disruption in the schedule, an increase in cost, and/or degradation performance or quality; normal effort from the contractor and normal Government monitoring can probably overcome any difficulties.
- Moderate Risk – The proposal contains risks that may cause some disruption in the schedule, an increase in cost, and/or degradation in performance or quality but special attention from the contractor and close Government monitoring could possibly overcome the difficulties.
- High Risk – The proposal contains risks that are considered likely to cause significant, serious disruptions in the schedule, increase in cost, and/or degradation in performance or quality, even with special attention from the contractor and close Government monitoring.

Cost/Price

Cost proposals will not be scored or rated but shall be reviewed as part of the overall proposal evaluation process, so that a determination for cost reasonableness may be made.

U.S. Department of Education

CONTRACTOR PERFORMANCE INFORMATION		
Contractor Name and Address:		1. Contract Number:
		2. Type of Contract:
		3. Contract Value (Current plus any unexercised options):
		4. Period of Performance (including any option periods):
5. Description of Requirement:		
6. Ratings. Summarize contractor performance and circle or type in the number below that corresponds to the performance rating for each category. Please see the attachment, which explains the rating scale.		
Quality:		Comments:
Problem Resolution:		Comments:
Cost Control:		Comments:
Timeliness:		Comments:
Business Relations:		Comments:
Customer Service:		Comments:
7. Total score:		

Evaluated by:

Agency/Organization _____ Date _____

(In accordance with the Federal Acquisition Streamlining Act, the following information will not be released to the contractor.)

Name and Title: _____ Telephone Number: _____

Signature: _____ E-Mail Address: _____

Please return this form to the following address:
e-mail to: anthony.r.white@ed.gov munira.mwalimu@ed.gov no later than 5/24/2023 RFQ #: 91995923R0002
SOURCE SELECTION INFORMATION—SEE FAR 3.104 Information entered on this form will be used in source selection decisions and is protected under subsection 3.104 of the Federal Acquisition Regulation. Do not disclose information entered on this form to the contractor or to any other person except as authorized by the Department of Education contracting officer.

Supplementary Information:

To assist the Department of Education contracting officer, please provide additional comments you may wish to add related to the contractor's past performance:

Contractor Performance Evaluation

Instructions for Completing Contractor Performance Information Form

Based on the rating area elements presented below and the rating guidelines on the back of this sheet, please evaluate contractor performance in each of the rating areas. On the "Contractor Performance Information" form, circle (or type in the "Comments:" area) the rating from 0 to 4 that most closely matches your evaluation of the contractor's performance. Please add written comments for each rating. If you wish, you may attach additional comments or information. We would also appreciate your answers to the specific questions, if any, on the back of the form. Please return the form to the address indicated on the back of the form. Thank you for your time and your cooperation.

The Department of Education will use the information from this form to evaluate offerors competing for contract awards. We may release the information from this form to the contractor during negotiations or debriefings. If we release information from this form, we will not release your name to the contractor.

Elements within Each Rating Area

Quality of Product or Service

- Compliance with contract requirements
- Accuracy of reports
- Appropriateness of personnel
- Technical excellence

Problem Resolution

- Anticipates and avoids or mitigates problems
- Satisfactorily overcomes or resolves problems
- Prompt notification of problems
- Pro-active
- Effective contractor-recommended solutions

Cost Control

- Within budget
- Current, accurate and complete billings
- Costs properly allocated
- Unallowable costs not billed
- Relationship of negotiated costs to actual
- Cost efficiencies

Timeliness of Performance

- Meets interim milestones
- Reliable
- Stays on schedule despite problems
- Responsive to technical direction
- Completes work on time, including wrap-up and contract administration
- No liquidated damages assessed

Business Relations

- Effective management
- Use of performance-based management techniques
- Business-like concern for the customer's interests
- Effective management and selection of subcontractors
- Effective small/small disadvantaged business subcontracting program
- Reasonable/cooperative behavior
- Effective use of technology in management and communication
- Flexible
- Minimal staff turnover
- Maintains high employee morale
- Resolves disagreements without being unnecessarily litigious.

Customer Service

- Understands and embraces service and program goals
- Team approach with the customer
- Satisfaction of end users with the contractor's service
- Positive customer feedback
- Prompt responses
- Courteous interactions
- Effective escalations and referrals
- Initiative and proactive improvements
- Creative service strategies

Rating Guidelines

Quality of Product or Service

- 0 - Unsatisfactory
- 1 - Poor
- 2 - Fair
- 3 - Good
- 4 - Excellent

Nonconformance jeopardizes the achievement of contract goals; default.
Nonconformance requires major agency intervention to ensure achievement of contract goals; show cause or cure notices.
Quality meets specifications in most cases, however, some agency intervention required to ensure achievement of contract requirements.
Quality meets specifications in all cases.
Quality exceeds specifications in some cases.

Problem Resolution

- 0 - Unsatisfactory
- 1 - Poor
- 2 - Fair
- 3 - Good
- 4 - Excellent

Inadequately resolved problems jeopardize contract goals.
Significant agency intervention required to resolve problems jeopardizing contract goals.
Some agency intervention required to resolve problems jeopardizing contract goals.
Successfully overcomes or resolves all problems and achieves contract goals with minimal agency intervention.
Anticipates and avoids most problems and successfully overcomes all unforeseen problems.

Cost Control

- 0 - Unsatisfactory
- 1 - Poor
- 2 - Fair
- 3 - Good
- 4 - Excellent

Cost increases jeopardize achievement of contract goals; or billings routinely include unallowable costs.
Significant cost increases; or some inaccurate billings including some with unallowable costs.
Minor cost increases; or some inaccurate billings, but a minimal (1-2) number with unallowable costs.
Contractor performed within costs; but some late billings, none with unallowable costs.
Costs were less than the amount cited in the contract; and billings accurate and timely.

Timeliness of Performance

- 0 - Unsatisfactory
- 1 - Poor
- 2 - Fair
- 3 - Good
- 4 - Excellent

Delays jeopardize the achievement of contract goals.
Other significant delays.
Minor delays.
All deliverables on time.
All deliverables on time with some ahead of schedule; or stays on schedule despite unforeseen circumstances.

Business Relations

- 0 - Unsatisfactory
- 1 - Poor
- 2 - Fair
- 3 - Good
- 4 - Excellent

Unethical or illegal business practices.
Business practices are not attuned to customer support.
Business practices are somewhat attuned to customer support.
Business practices focus on customer support.
Highly effective, proactive business practices focused on customer support.

Customer Service

- 0 - Unsatisfactory
- 1 - Poor
- 2 - Fair
- 3 - Good
- 4 - Excellent

Response to service requests is routinely late, ineffective, or rude; customers express frustration or anger about many interactions; complaints are unresolved; contractor seems unaware of service issues.
Response to service requests is often late, ineffective or rude; some complaints are resolved.
Response to service requests is uneven in timing or effectiveness; customer interactions are tenuous; contractor is trying hard and understands service issues.
Response to service requests is timely, effective and courteous; customers express positive feedback; delivery of service is smooth and organized; collects customer feedback; customer problems are resolved well.
Response to service requests is timely, effective and courteous; the contractor is proactive in building good relations with customers, proposing new service strategies, analyzing and reporting on service loads and collecting and using customer feedback.

ATTACHMENT F: RFP 91995923R0002					
COST SUMMARY					
NAGB STRATEGIC COMMUNICATIONS					
	BASE YEAR	OY1	OY2	TOTAL CONTRACT	
Labor	\$ -	\$ -	\$ -	\$ -	-
ODC	\$ -	\$ -	\$ -	\$ -	-
Fee (If Applicable)	\$ -	\$ -	\$ -	\$ -	-
Grand Total	\$ -	\$ -	\$ -	\$ -	-

* Please confirm the accuracy of all formulas (this submission provides a sample of required budget data for submission)

* Contractor to provide detailed assumptions of Other Direct Costs by task

* Travel arrangements have to comply with Federal Travel Regulations at www.gsa.gov

ATTACHMENT F: RFP 91995923R0002														
NAGB STRATEGIC COMMUNICATIONS: BASE YEAR														
NAME	FUNCTIONAL ROLE / LABOR CATEGORY	HOURLY RATE	PROJECT MANAGEMENT		STRATEGIC COMMUNICATIONS PLAN		ONGOING COMMUNICATIONS & OUTREACH		NOMINATIONS OUTREACH		NAEP REPORT CARD RELEASES		TOTAL COST	
			HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
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* Please confirm the accuracy of all formulas (this submission provides a sample of required budget data for submission)

* Contractor to provide detailed assumptions of Other Direct Costs by task

* Travel arrangements have to comply with Federal Travel Regulations at www.gsa.gov

Offerors may use this worksheet to provide assumptions & calculations for labor and ODCs, as necessary

- * Please confirm the accuracy of all formulas (this submission provides a sample of required budget data for submission)*
- * Contractor to provide detailed assumptions of Other Direct Costs*
- * Travel arrangements have to comply with Federal Travel Regulations at www.gsa.gov*

